Mayor – Sandy Sanders

City Administrator – Carl Geffken

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
August 16, 2016 ~ 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 AUGUST 2, 2016 REGULAR MEETING

ITEMS OF BUSINESS:

1. Ordinance amending Ordinance No. 69-13 to adjust the Transit Department rate schedule to include student pass and other incentives

2. Ordinance amending the 2016 Budget

3. Resolution of the Board of Directors of the city of Fort Smith certifying local government endorsement of business to participate in the Tax Back Program (as authorized by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003) *(Elite Comfort Solutions)*

4. Resolution authorizing the acquisition of real property interests for the Basin 17 Sewer Improvements, Project No. 12-14-ED2 *($2,000.00 / Utility Department / Budgeted – 2014 Sales and Use Tax and 2015 Revenue Bonds)* ● ♦

5. Resolution accepting the project as complete and authorizing final payment to Today's Office, Inc. for the renovation and furnishings of the Library Annex Building for use as office space *($9,350.29 / Utility Department / Budgeted – 2015 Revenue Bonds)* ● ♦

6. Resolution accepting the project as complete and authorizing final payment to MISSCO Contract Sales, LLC for the renovation and furnishings of the Library Annex Building for use as office space *($26,718.64 / Utility Department / Budgeted – 2015 Revenue Bonds)* ● ♦

7. Resolution accepting the project as complete and authorizing final payment to Innerplan, Inc. for the renovation and furnishings of the Library Annex Building for use as office space *($41,418.33 / Utility Department / Budgeted – 2015 Revenue Bonds)* ● ♦

8. Resolution authorizing the purchase of 2 (two) jet vacuum trucks (*$649,630.24 / Utility Department / Budgeted – 2015 Revenue Bonds)* ●

9. Consent Agenda

   A. Resolution accepting completion of and authorizing final payment to Crawford Construction for construction of the ball field improvements at Martin Luther King Jr. Park *($100,906.25 / Parks Department / Budgeted – 1/8% Sales and Use Tax & Arkansas Department of Parks & Tourism Grant)* ♦

   B. Resolution authorizing final payment to Raggio Excavating, Inc. for construction of the West River Front Trail *($35,443.88 / Parks Department / Budgeted – 1/8% Sales and Use Tax)* ♦

   C. Resolution accepting the project as complete and authorizing final payment to Goodwin & Goodwin, Inc. for the Lake Fort Smith and Lee Creek fluoride feed systems *($138,349.73 / Utility Department / Budgeted – Reimbursement from Delta Dental)* ♦

   D. Resolution accepting the project as complete and authorizing final payment to Forsgren, Inc. for construction of the Wheeler Avenue Sanitary Sewer Replacement *($27,082.02 / Utility Department / Budgeted – 2015 Revenue Bonds)* ♦

   E. Resolution authorizing partial payment to Forsgren, Inc. for the construction of Jenny Lind Road and Ingersoll Avenue Widening Project, AHTD Job 040471, Project No. 07-01-A *($768,474.64 / Engineering Department / Budgeted – Sales Tax Program Fund)* ♦

   F. Resolution to accept the bid and authorize a contract for the 2014 Drainage Improvements, Phase A1, Project No. 14-06-A1 *($767,468.90 / Engineering Department / Budgeted – Sales Tax Program Fund)* ♦

G. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays / Reconstruction, Phase A, Project No. 15-03-*A* *($264,035.56 / Engineering Department / Budgeted – Sales Tax Program Fund)* ♦

H. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays / Reconstruction, Phase C, Project No. 15-03-C *($53,027.03 / Engineering Department / Budgeted – Sales Tax Program Fund)* ♦

I. Resolution accepting completion of and authorizing final payment for the construction of 2015 Street Striping Replacement, Project No. 15-85-A *($3,123.22 / Engineering Department / Budgeted – Sales Tax Program Fund)*

J. Resolution authorizing joint use agreement and agreement for pipeline crossing with Fort Smith Railroad Company regarding McKinley Avenue/Ingersoll Avenue Improvements, a part of Jenny Lind Road and Ingersoll Avenue Widening Project, AHTD Job 040471, City of Fort Smith Job 07-01-A *($1,500.00 / Engineering Department / Budgeted – Sales Tax Program Fund)*

10. Ordinance amending Section 7-30 of the Fort Smith Municipal Code regarding donation of grave space(s) and waiver of interment fees at Oak Cemetery

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

ADJOURN

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 69-13 TO ADJUST THE TRANSIT DEPARTMENT RATE SCHEDULE TO INCLUDE STUDENT PASS AND OTHER INCENTIVES

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

SECTION 1: The Transit Department Services Rate Schedule is hereby amended as stated in this section.

Fort Smith Transit Services Rate Schedule:

Fixed Route Trip *$1.25*
Fixed Route Trip - Age 65+ and Certified Disabled ..... *$ .50*
Fixed Route Trip - Medicare Recipients ..... *$ .50*
Monthly Pass (Fixed Route) *$35.00*
Student Monthly Pass – Age 18 and Under With Verified Enrollment (Fixed Route) *$20.00*
Veteran Pass - With Verified Service Connected Disability (Fixed Route) ..... *FREE*

Demand Response Trip *$2.50*
Additional Service Trip *$3.00*
(Demand Response Service When Fixed Routes Are Closed)

Bulk Ticket Sales - (32 - $1.25 Tickets) *$35.00*
Children Age 7 and Under ..... *FREE*
Transfers ..... *FREE*
Free Ride Days – 8 Days Per Year

Charter Service (City of Fort Smith Departments Only):
First Hour ($25.00 for Admin. + $70.00 Service Hour) *$95.00*
Each Additional Hour *$70.00*
Private Charter Service (All Other Entities):
First Hour (Includes Local Deadhead Travel) *$200.00*
Each Additional Hour *$100.00*
All charters require a minimum seven (7) day advance reservation notice and are subject to federal approval.

SECTION 2: Emergency Clause. It is hereby determined that the imminent beginning of the new school year creates a time emergency for commencement of the effectiveness of the Transit Department Services Rate Schedule amendments adopted by Section 1 of this Ordinance; therefore, in order to preserve the health, safety and welfare of the inhabitants of this City, this Ordinance shall be in full force and effectiveness from its adoption.

This Ordinance adopted this ____ day of August, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____

City Clerk

Approved As To Form:

_____
Publish One Time

FortSmith TRANSIT

M E M O R A N D U M
August 1, 2016

TO: Carl Geffken, City Administrator

FROM: Ken Savage, Transit Director

SUBJECT: Transit Fare Rate Schedule Ridership Incentives

Attached is an ordinance adjusting the department's rate schedule to include new ridership incentives. These include a $20 per month student fixed route pass option for students age eighteen (18) and under, as well as a free ride incentive for Veterans with a service connected disability. The student pass incentive originated from a request by Ms. Trish Flanagan, Founder and CEO of Future Schools of Fort Smith. The Transit Commission originated the Veterans with a service connected disability incentive and strengthened a current marketing strategy with the addition of four more free ride days per year.

On June 24, 2016, the Transit Commission opened a 30 day public comment period, as required by FTA, to consider the following rider incentives:

1) Provide a $20 per month fixed route student pass (school verified – age 18 and under);
2) provide free fixed route passes to all Veterans with a service connected disability (VA verified); and,
3) increase free ride days from 4 days per year to 8 days per year.

Throughout the comment period, staff received five comments which were favorable to the changes with the exception of one who expressed opposition to including free rides to Veterans with service connected disabilities.

On July 27, 2016 the Transit Commission reviewed the public comments and voted unanimously to recommend approval of all three incentives to the Board of Directors. The commission asked staff to insure that drivers receive specialized training in working with school aged children should any student become disruptive. The commission also asked that the school maintain some role in the discipline of students being transported to or from school. Staff has established a dialogue with Fort Smith Public School Student Services staff and Ms. Flanagan to convey an awareness of any student behavioral issues that could potentially linger on to school property.

Also, at their July 27th meeting, the commission opened a discussion regarding an incentive for college age students and directed staff to work with the newly formed Fort Smith Bus Coalition, a group of professors and students from UAFS, on an alternate incentive to best addresses their student transportation needs.

Staff recommends approval of the ordinance.

2

ORDINANCE NO._____

AN ORDINANCE AMENDING THE 2016 BUDGET

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

WHEREAS, the Board of Directors approved the 2016 budget on December 1, 2016 by Ordinance No. 88-15; and

WHEREAS, the City of Fort Smith Administration finds it necessary to amend the 2016 budget as follows:

Account:		From:	To:
County Sales Tax	3216-000-0101	$16,536,000	$16,361,000
¼% City Sales Tax	3216-012-0101	5,491,300	5,227,000
Street Sales Tax	3216-000-1105	21,537,200	20,887,000
Bond Sales Tax	3216-000-4112	16,152,900	15,657,000
Safety & Risk	4109-101-0000	65,000	60,450
City Clerk	4105-219-0000	88,000	68,000
Planning & Zoning	4106-101-0000	462,530	436,305
Police Fuel	4704-203-0000	300,000	262,500
Police Contracts	4704-219-0000	298,000	248,000
Fire Fuel	4802-203-0000	125,000	67,500

NOW THEREFORE, the 2016 budget is hereby amended as detailed above.

PASSED AND APPROVED THIS_____DAY OF AUGUST, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
No publication required

2

Memo

To: Carl Geffken, City Administrator

From: Jennifer Walker, Finance Director

Date: 08/12/2016

Re: 2016 Budget Amendment

The attached ordinance amends the 2016 General Fund Budgeted revenues and expenditures. A summary of the county sales tax and city sales tax revisions is included as an attachment to this memo.

County sales tax revenues will be reduced $175,000 for a revised total $16,361,000 for 2016. Additionally, General Fund expenditures will be reduced by approximately $175,000 to offset the revenue shortfall. These reductions are included as an attachment to this memo. The cuts include excess fuel budgets due to sustained lower fuel rates and lower than expected contract and election costs. No service impacts are expected due to the proposed cuts.

City sales tax revenues will be reduced as follows:

Tax Item	Reduction	Revised Total
Street Sales Tax (1%)	$650,200	$20,887,000
Bond Issues (0.75%)	495,900	15,657,000
Fire (0.12%)	132,150	2,613,500
Parks (0.12%)	132,150	2,613,500
Total:	$1,410,400	$41,771,000

Street Sales Tax CIP plan for the remainder of 2016 and future years has been updated to include these revised revenue estimates and will be presented at a future study session.

The Bond Issue account has been updated to reflect the reduced revenue projections.

The Fire Department sales tax program 4803 expenditures for 2016 are already budgeted lower than the revised revenue figures. As such, no expenditure budget adjustments are needed in 2016.

The Parks Department sales tax program 6208 expenditures for 2016 are approximately $50,000 higher than the revised 2016 revenue figures. As the Parks sales tax fund has enough reserve funds to cover the shortfall, I am not recommending a cut in expenditures for 2016 at this time. Parks CIP plan will consider these revised revenue estimates when the plan is reviewed at a future study session.

2

City of Fort Smith, Arkansas
Sales Tax Revenue
REVISED PROJECTIONS 2016 BUDGET
Date revised: August 12, 2016

	County Sales Tax (General Fund)			Revised 2016 Revenue Estimate
	2015	**2016 Budget**	**2016 Actual**	**2016**
January	$ 1,532,148	$ 1,576,800	$ 1,587,932	1,588,000
February	1,226,488	1,259,000	1,245,821	1,245,000
March	1,255,527	1,289,200	1,419,483	1,418,000
April	1,419,024	1,459,300	1,355,997	1,355,000
May	1,297,471	1,332,800	1,220,290	1,220,000
June	1,338,775	1,375,750	1,386,169	1,385,000
July	1,394,905	1,434,200		1,420,000
August	1,319,341	1,355,600		1,340,000
September	1,327,514	1,364,050		1,350,000
October	1,303,466	1,339,050		1,320,000
November	1,337,810	1,374,750		1,360,000
December	1,338,451	1,375,500		1,360,000
Total	$ 16,090,920	$ 16,536,000	$ 8,215,692	$ **16,361,000**
			Adjustment to Budget	$ **(175,000)**

2

City of Fort Smith, Arkansas
Sales Tax Revenue
REVISED PROJECTIONS 2016 BUDGET
Date revised: August 12, 2016

	City Sales Tax 1% (Street Program)			Revised 2016 Revenue Estimate
	2015	2016 Budget	2016 Actual	2016
January	$ 2,023,594	2,134,650	2,077,772	2,078,000
February	1,578,720	1,669,750	1,563,949	1,564,000
March	1,634,517	1,728,100	1,810,472	1,810,000
April	1,852,298	1,955,650	1,720,140	1,720,000
May	1,677,557	1,773,050	1,577,485	1,577,000
June	1,744,672	1,843,150	1,752,139	1,752,000
July	1,810,264	1,911,700		1,820,000
August	1,691,177	1,787,300		1,700,000
September	1,703,731	1,800,400		1,710,000
October	1,227,122	1,302,300		1,711,000
November	1,715,825	1,813,050		1,720,000
December	1,720,676	1,818,100		1,725,000
Total	$ 20,380,152	$ 21,537,200	$ 10,501,957	$ **20,887,000**
			Adjustment to Budget	$ **(650,200)**

	City Sales Tax for Bond Issues (0.75%)			
	2015	2016 Budget	2016 Actual	2016
January	$ 1,517,695	1,600,988	1,558,329	1,559,000
February	1,184,040	1,252,312	1,172,962	1,173,000
March	1,225,888	1,296,075	1,357,854	1,358,000
April	1,389,223	1,466,738	1,290,105	1,290,000
May	1,258,167	1,329,787	1,183,114	1,183,000
June	1,308,504	1,382,363	1,314,104	1,314,000
July	1,357,698	1,433,775		1,360,000
August	1,268,382	1,340,475		1,275,000
September	1,277,798	1,350,300		1,280,000
October	920,341	976,725		1,285,000
November	1,286,869	1,359,788		1,290,000
December	1,290,507	1,363,575		1,290,000
Total	$ 15,285,113	$ 16,152,900	$ 7,876,468	$ **15,657,000**
			Adjustment to Budget	$ **(495,900)**

	City Sales Tax for Fire & Parks (0.25%)			
	2015	2016 Budget	2016 Actual	2016
January	$ 505,898	542,500	519,443	520,000
February	394,680	426,400	390,987	391,000
March	408,629	441,000	452,618	453,000
April	463,074	497,800	430,035	430,000
May	419,389	452,200	394,371	395,000
June	436,168	469,600	438,035	440,000
July	452,566	486,900		455,000
August	422,794	455,700		425,000
September	425,933	459,100		428,000
October	306,780	334,400		428,000
November	428,956	462,200		430,000
December	430,169	463,500		432,000
Total	$ 5,095,038	$ 5,491,300	$ 2,625,489	$ **5,227,000**
			Adjustment to Budget	$ **(264,300)**

2

Schedule of Expenditures/Expenses - Operating Funds
2016 Budget Appropriations
Mid-Year Reductions
General Fund Reduction ~ $175,000

	Total	General Fund	Street Sales Tax Fund	Street Maintenance Fund	W/S Fund	Sanitation Fund	Notes
Management Services							
4109 Safety & Risk Management	4,550	1,502	455	364	1,684	546	101 - Personnel Vacancies
4105 City Clerk	20,000	6,600	2,000	1,600	7,400	2,400	219 - Election Costs
Development Services							
4106 Planning & Zoning	26,225	22,291	-	-	3,934	-	101 - Personnel
Police Services							
4704 Patrol	87,500	87,500	-	-	-	-	219 - $50k SC Humane Society contract revision; 203 - $37.5k fuel
Fire Services							
4802 Suppression	57,500	57,500	-	-	-	-	203 - Fuel
Total Reductions	**$ 195,775**	**$ 175,393**	**$ 2,455**	**$ 1,964**	**$ 13,017**	**$ 2,946**	

Tax Back

Resolution

ARKANSAS

RESOLUTION No. _____

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

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

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

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

WHEREAS, Elite Comfort Solutions, located at 4921 State Line Road, Fort Smith, Arkansas has sought to participate in the program and more specifically has requested benefits accruing from construction and/or expansion of the specific facility; and

WHEREAS, Elite Comfort Solutions has agreed to furnish the local government all necessary information for compliance.

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

1. Elite Comfort Solutions be endorsed by the Board of Directors of the City of Fort Smith for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.

2. **The Department of Finance and Administration is authorized to refund local sales and use taxes to Elite Comfort Solutions.**

3. This resolution shall take effect immediately.

_____
Mayor

Date Passed: _____

Attest: _____
City Clerk

_____
City Attorney
Approved as to Form

Memo

To: Carl Geffken, City Administraotr

From: Jeff Dingman, Deputy City Administrator

Date: 8/12/2016

Re: Tax Back Endorsement: **Elite Comfort Solutions**

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

The current request is on behalf of **Elite Comfort Solutions**, who plans to expand its current urethane and foam products manufacturing facility located in Fort Smith at 4921 State Line Road by investing $3,414,784 in new equipment and renovations to existing buildings. This project will upgrade manufacturing equipment to modern industry standards, expand the existing facility, and will add 41 new jobs to the region with an average wage of $13.46/hour, increasing Elite Comfort Solutions' local employment by 48%.

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

Attached is a resolution supporting the participation of **Elite Comfort Solutions** in the "Tax Back" program, and the staff recommends approval. The resolution requires approval of an emergency clause as it declares that it is effective immediately upon approval. This action will support the board's stated goal of pursuing economic development and job creation. By helping to grow the employment base in the city and retain one of our significant employment anchors, this action supports Goal ED-3 of the Future Fort Smith Comprehensive Plan.

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

This item supports the following goal(s) or policies of the Future Fort Smith Comprehensive Plan: ED-3

RESOLUTION NO._____ 4

A RESOLUTION AUTHORIZING THE ACQUISITION
OF REAL PROPERTY INTERESTS FOR THE BASIN 17
SEWER IMPROVEMENTS, PROJECT NO. 12-14-ED2

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

SECTION 1: The offer made by Michael D. Collins and Deann G. Collins to convey the Tract 19 property interests for the captioned project for a consideration of $2,000.00 is hereby accepted.

SECTION 2: The City Administrator and the City Attorney are hereby authorized to take any and all necessary action to effectuate the Agreement accepted by Section 1 of this Resolution.

This Resolution adopted this _____day of August 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Carl Geffken, City Administrator

FROM: Robert Roddy, Interim Director of Utilities

SUBJECT: Project 12-14-ED2
Basin 17 Sewer Improvements Project
Easement Condemnation-Tract 19
Michael D. Collins and Deann G. Collins

DATE: August 8, 2016

RE: Settlement Proposal

As part of the Basin 17 Sewer Improvements Project, an 8-inch sanitary sewer line was constructed in order to replace the older 6-inch line. Additionally several sewer manholes were rehabilitated. The 8-inch line is part of the collection system upgrades which will reduce inflow and infiltration into the sewer during wet weather events.

The needed easement across Tract 19, owned by Michael and Deann Collins, was acquired by the process of eminent domain approved by the Board of Directors. A copy of the Order of Possession with the easement is attached for your review. The city deposited $1,591.33 with the Court as Just Compensation for the payment of the easement on the Collins Tract.

After further discussion, and an analysis of litigation costs, the parties have reached a tacit agreement.

Michael D. Collins and Deann G. Collins have made an offer of $2,000.00 to settle this matter. Their offer is an additional $408.67 above the amount registered with the Court as Just Compensation.

Staff believes this offer of $2,000.00 to be acceptable. It is my recommendation that the resolution be approved so that the City Administrator, or his designated agent, and the City Attorney can conclude the acquisition of the real property.

Attachment

Pc: Jeff Dingman

FILED
FT. SMITH DIST.
2015 JUN 10 AM 9 57
CIR

IN THE CIRCUIT COURT OF SEBASTIAN COUNTY, ARKANSAS
FORT SMITH DISTRICT
CIVIL DIVISION

CITY OF FORT SMITH, ARKANSAS **PLAINTIFF**

VS. **CASE NO. CV-15-0385-V**

MICHAEL D. COLLINS and
DEANN G. COLLINS **DEFENDANTS**

ORDER OF POSSESSION

NOW on this 10 day of June, 2015, comes on for hearing the Application/Petition for Exercise of Power of Eminent Domain of the Plaintiff, City of Fort Smith, Arkansas, for an Order granting the right of possession of the real property interest described in the Application/Petition for Exercise of Power of Eminent Domain filed herein.

The Court, being fully advised in the premises, finds that the determination of the questions in controversy presented in the Application/Petition for Exercise of Power of Eminent Domain will retard the progress of the work described in the Application/Petition for Exercise of Power of Eminent Domain and that the Plaintiff has designated the sum of $1,591.33, which sum in its opinion is in excess of just compensation for the interests in the lands to be taken and has offered to deposit said sum into the registry of this Court for the purpose of making compensation and paying any damages which may be assessed against the Plaintiff because of the taking of the real property interests described in the Application/Petition for Exercise of Power of Eminent Domain.

The Court further finds that the Plaintiff, its permittees, agents and contractors, are

entitled to have the right of entry onto and the possession of the following described real property interests situated in Sebastian County, Arkansas, Fort Smith District, as more fully described by the document titled "Sewer Utility Easement" attached hereto and incorporated herein as Exhibit "A."

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED that the Plaintiff, its permittees, agents and contractors shall have the right of entry onto and possession of the real property described herein and in the Application/Petition for Exercise of Power of Eminent Domain immediately, and that the owners of said real property or any other persons in possession of said real property be and they are hereby directed to surrender possession of said lands to the City of Fort Smith, Arkansas, and its authorized permittees, agents and contractors immediately.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the sum of $1,591.33 be deposited into the registry of this Court, to be placed in an interest bearing account by the Clerk, in connection with the acquisition of the aforementioned real property interests, that ownership of the aforementioned property be vested in the Plaintiff and its successors and assigns, and that the issue of just compensation due to the Defendants be determined at a time to be scheduled by the Court. This Court retains jurisdiction of this cause for such further orders and proceedings as may be appropriate and necessary from time to time.

J. Michael Fitzhugh, Circuit Court Judge

Project Name: Basin 17 Sewer Improvements
Project #: 12-14-C1
Tract #: 19

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That MICHAEL D. & DEANN G. COLLINS, their heirs, successors, and assigns, GRANTOR, for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Fort Smith, Arkansas, a municipal corporation, its successors, and assigns, GRANTEE: A Permanent Sanitary Sewer Easement for construction purposes, together with the right to excavate, fill, grade and level the surface area, and to remove bushes, undergrowth and other obstructions interfering with the construction of a SANITARY SEWER line, together with the rights of ingress and egress to and from the same upon the following described lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 21, WESTFALL HEIGHTS, AN ADDITION TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE S87°24'27"E, ALONG THE SOUTH LINE OF SAID LOT 21, 5.00 FEET TO THE EAST LINE OF AN EXISTING 10.00 FOOT WIDE UTILITY EASEMENT FOR A POINT OF BEGINNING; THENCE N02°44'08"E, ALONG SAID EAST LINE OF EXISTING UTILITY EASEMENT, 90.00 FEET TO THE NORTH LINE OF SAID LOT 21; THENCE S87°24'27"E, ALONG SAID NORTH LINE OF LOT 21, 12.28 FEET; THENCE S02°58'09"W, LEAVING SAID NORTH LINE OF LOT 21, 59.39 FEET; THENCE N87°00'30"W 5.29 FEET; THENCE S03°36'47"W 27.31 FEET; THENCE S86°49'21"E 5.59 FEET; THENCE S02°58'09"W 3.28 FEET TO SAID SOUTH LINE OF LOT 21; THENCE N87°24'27"W, ALONG SAID SOUTH LINE OF LOT 21, 11.92 FEET TO THE POINT OF BEGINNING, CONTAINING 1,088.88 SQUARE FEET, MORE OR LESS.

See Exhibit A attached hereto and hereby made a part of this instrument,

with rights of ingress and egress to and from the same.

To have and to hold said easement unto GRANTEES forever.

RETURN ORIGINAL FILED DOCUMENT TO: *Larry Guthrie, City of Fort Smith*
3900 Kelley Hwy., Fort Smith, AR 72904

GRANTORS shall have the right to use the surface of the property above described as long as GRANTORS wish, provided, that GRANTORS shall not interfere with the use thereof by GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEES shall have the temporary right for _____ days from the date the construction commences on the property described herein, and until completion and acceptance by GRANTEES of the construction work, to enter upon and use an additional

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PART OF LOT 21, WESTFALL HEIGHTS, AN ADDITION TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE S87°24'27"E, ALONG THE SOUTH LINE OF SAID LOT 21, 16.92 FEET TO THE POINT OF BEGINNING; THENCE N02°58'09"E, LEAVING SAID SOUTH LINE OF LOT 21, 3.28 FEET; THENCE S86°49'21"E 8.27 FEET; THENCE S02°58'09"W 3.20 FEET TO SAID SOUTH LINE OF LOT 21; THENCE N87°24'27"W, ALONG SAID SOUTH LINE OF LOT 21, 8.25 FEET TO THE POINT OF BEGINNING, CONTAINING 26.78 SQUARE FEET, MORE OR LESS.

contiguous to the permanent easement herein granted, for the purpose of doing all acts necessary for construction.
After completion of construction, Grantees shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

The consideration paid by GRANTEES is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

GRANTOR does hereby covenant with GRANTEES that GRANTOR is lawfully seized and possessed of the real estate above described and that GRANTOR has a good and lawful right to convey the same or any part thereof.

After completion of construction, Grantees shall restore the land in this permanent easement to as near its original condition as possible, subject to both parties acting in a reasonable manner.

The consideration paid by GRANTEE is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

GRANTOR does hereby covenant with GRANTEE that GRANTOR is lawfully seized and possessed of the real estate above described and that GRANTOR has a good and lawful right to convey the same or any part thereof.

RETURN ORIGINAL FILED DOCUMENT TO: Larry Guthrie, City of Fort Smith
3900 Kelley Hwy., Fort Smith, AR 72904

WITNESS our hands and seals on this ____ day of _____, 20__.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
County of _____)

On this _____ day of _____, 20_____, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

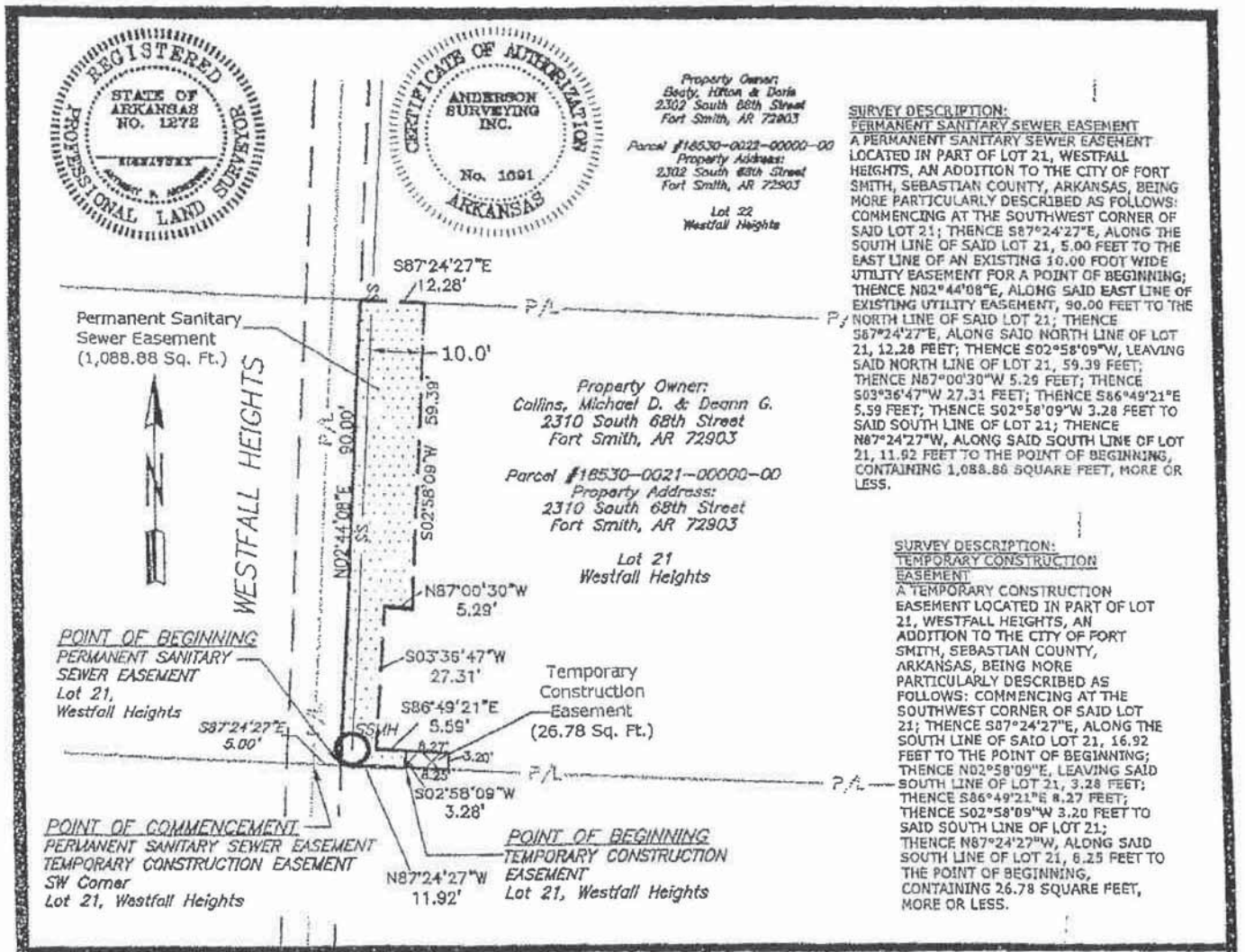
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20_____.

_____
Notary Public

My Commission Expires:

_____

RETURN ORIGINAL FILED DOCUMENT TO: Larry Guthrie, City of Fort Smith
3900 Kelley Hwy., Fort Smith, AR 72904



SURVEY DESCRIPTION:
PERMANENT SANITARY SEWER EASEMENT
A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 21, WESTFALL HEIGHTS, AN ADDITION TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE S87°24'27"E, ALONG THE SOUTH LINE OF SAID LOT 21, 5.00 FEET TO THE EAST LINE OF AN EXISTING 10.00 FOOT WIDE UTILITY EASEMENT FOR A POINT OF BEGINNING; THENCE N02°44'08"E, ALONG SAID EAST LINE OF EXISTING UTILITY EASEMENT, 90.00 FEET TO THE NORTH LINE OF SAID LOT 21; THENCE S87°24'27"E, ALONG SAID NORTH LINE OF LOT 21, 12.28 FEET; THENCE S02°58'09"W, LEAVING SAID NORTH LINE OF LOT 21, 59.39 FEET; THENCE N87°00'30"W 5.29 FEET; THENCE S03°36'47"W 27.31 FEET; THENCE S86°49'21"E 5.59 FEET; THENCE S02°58'09"W 3.28 FEET TO SAID SOUTH LINE OF LOT 21; THENCE N87°24'27"W, ALONG SAID SOUTH LINE OF LOT 21, 11.92 FEET TO THE POINT OF BEGINNING, CONTAINING 1,088.88 SQUARE FEET, MORE OR LESS.

SURVEY DESCRIPTION:
TEMPORARY CONSTRUCTION EASEMENT
A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PART OF LOT 21, WESTFALL HEIGHTS, AN ADDITION TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE S87°24'27"E, ALONG THE SOUTH LINE OF SAID LOT 21, 16.92 FEET TO THE POINT OF BEGINNING; THENCE N02°58'09"E, LEAVING SAID SOUTH LINE OF LOT 21, 3.28 FEET; THENCE S86°49'21"E 8.27 FEET; THENCE S02°58'09"W 3.20 FEET TO SAID SOUTH LINE OF LOT 21; THENCE N87°24'27"W, ALONG SAID SOUTH LINE OF LOT 21, 8.25 FEET TO THE POINT OF BEGINNING, CONTAINING 26.78 SQUARE FEET, MORE OR LESS.

EXHIBIT A - TRACT 19
Permanent Sanitary Sewer Easement Acquisition
Temporary Construction Easement Acquisition
The City of Fort Smith Arkansas and
MICHAEL D. & DEANN G. COLLINS
Lot 21, Westfall Heights

The City of Fort Smith ARKANSAS

Project:	12-14-C1
Date:	12-11-2014
Scale:	1" = 30'
Drawn By:	JFN

RESOLUTION NO._____ 5

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO TODAY'S OFFICE, INC., FOR THE RENOVATION AND FURNISHINGS OF THE LIBRARY ANNEX BUILDING FOR USE AS OFFICE SPACE

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

SECTION 1: The installation of Group F lobby furniture for the Renovation and Furnishings of the Library Annex Building for use as office space, Project 15-11, is accepted as complete.

SECTION 2: Final payment to Today's Office, Inc., in the amount of $9,350.29, is hereby approved.

This Resolution adopted this _____day of August 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

City of Fort Smith
Utility Department

Memorandum

To: Carl Geffken, City Administrator
Robert Roddy, Interim Utility Director

From: Lance McAvoy, Deputy Director of Operations

Date: August 7, 2016

Subject: Project 15-07: Library Annex Renovation for Utility Department Office Space
Final Contract Payment to Today's Office, Inc., for Furniture (Group F)
Resolution 31-16, Section 7

cc: Jeff Dingman, Deputy City Administrator

On March 1, 2016, the Board of Directors passed Resolution 31-16, "Resolution Accepting Bids and Authorizing Contracts for the Renovation and Furnishings of the Library Annex Building for Use as Office Space." Resolution 31-16 awarded six (6) separate contracts for every aspect of the project as presented to the Board of Directors. Section 7 of Resolution 31-16 granted a contract to Today's Office, Inc., in the amount of $9,350.29 for furniture, Group F lobby furniture.

On August 4, 2016, the City received an invoice for the final payment of the contractual amount of $9,350.29 to be paid to Today's Office, Inc.

Staff has reviewed the invoice and agrees that the City has satisfactorily received all components of Group F, as listed in the contract and recommend the Board of Directors' approval for final payment and completion of this contact as part of Resolution 31-16, Section 7.

Please contact me should you or any member of the Board or Administration have any questions or need additional information.

Attachment: Resolution 31-16 - "Resolution Accepting Bids and Authorizing Contracts for the Renovation and Furnishings of the Library Annex Building for Use as Office Space."
Project 15-07: Bid Tabulation for Furniture
Today's Office, Inc., Invoice 4115

RESOLUTION ACCEPTING BIDS AND AUTHORIZING CONTRACTS FOR THE RENOVATION AND FURNISHINGS OF THE LIBRARY ANNEX BUILDING FOR USE AS OFFICE SPACE

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

SECTION 1: The Mayor is hereby authorized to execute contracts with the below listed bidders in the amounts indicated for performing the renovation and providing the furnishings of the Library Annex Building, Project Number 15-11.

SECTION 2: The bid of Beshears Construction, Inc., in the amount of $512,000.00 for the general construction, is hereby accepted.

SECTION 3: The bid of MISSCO Contract Sales, LLC, in the amount of $473,989.40 for the system walls and workstations, is hereby accepted.

SECTION 4: The bid of Innerplan, Inc., in the amount of $41,418.33 for furniture, Group A and Group H task chairs and break room chairs, is hereby accepted.

SECTION 5: The bid of MISSCO Contract Sales, LLC, in the amount of $26,718.64 for furniture, Group C, Group D and Group G storage, meeting tables and break room tables, is hereby accepted.

SECTION 6: The bid of Norman Company, Inc., in the amount of $61,598.82 for furniture, Group B and Group E case goods and meeting chairs, is hereby accepted.

SECTION 7: The bid of Today's Office, Inc., in the amount of $9,350.29 for furniture, Group F lobby furniture, is hereby accepted.

This Resolution adopted this 1st day of March 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

npr

BID TABULATION

FURNITURE

NEW OFFICES FOR FORT SMITH UTILITY DEPARTMENT
MAHG PROJECT NO. 15-07A
FEBRUARY 17, 2016

VENDOR	GROUP - A TASK CHAIRS BID PRICE	GROUP - B CASE GOODS BID PRICE	GROUP – C STORAGE BID PRICE	GROUP - D MEETING TABLES BID PRICE	GROUP - E MEETING CHAIRS BID PRICE	GROUP - F LOBBY FURNITURE BID PRICE	GROUP- G BREAKROOM TABLES BID PRICE	GROUP - H BREAKROOM CHAIRS BID PRICE
INNERPLAN 7001 Innerplan Drive N. Little Rock, AR 72113	$37,941.45	No Bid	No Bid	No Bid	$23,639.95	No Bid	No Bid	$3,476.88
MISSCO 2116 Rannoch Trace Fort Smith, AR 72908	No Bid	$40,212.40	$12,127.38	$12,040.67	No Bid	No Bid	$2,550.59	No Bid
NORMAN CO. 7600 Ball Road Fort Smith, AR 72908	$40,540.92	$39,166.99	No Bid	$12,981.47	$22,431.83	No Bid	Withdrawn	$3,477.29
TODAY'S OFFICE 800 Clayton Street Springdale, AR 72762	No Bid	$42,303.36	No Bid	Partial Bid $3,754.99	No Bid	$9,350.29	No Bid	No Bid
ADDENDA REC'D: MISSCO NORMAN CO. INNERPLAN TODAY'S OFFICE								

Contract Amounts:

Innerplan: $ 41,418.33 (Groups A, H)
MISSCO: $ 26,718.64 (Groups C, D, G)
Norman Co.: $61,598.82 (Groups B, E)
Today's Office: $ 9,350.29 (Group F)
$139,086.08 Contract Total for Furniture

Certified to be a True Copy

By: _____

TODAY'S OFFICE

800 Clayton Street | Springdale, AR 72762

479.751.5861 fax 479.756.2233

Invoice

Today's Office, Inc.

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
4115	07/27/16	Job 15-07	4775		Renee Batara

SOLD TO: MAHG ARCHITECTURE
6400 RILEY PARK DRIVE
Fort Smith, AR 72916

SHIP TO: MAHG ARCHITECTURE
6400 RILEY PARK DRIVE
Fort Smith, AR 72916

APPROVED FOR PAYMENT
BY: [signature]
DATE: 08/08/16
CODE:

final Board

RECEIVED
AUG 04 2016
ENGINEERING - ENG. TECH.

Terms: NET 10 DAYS MAHG01

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	2.00	44-T242421 44-T242421 PASSERELLE; TABLE, WOOD TOP, 24 D X 24 W X 21 H TABLEFNSH: VIEW FC/LS DARK WALNUT	580.30	1,160.60
2	7.00	440-WB 440-WB PASSERELLE; CHAIR-LOUNGE, WOOD BASE UPHOLS: GR10 GRADE 10 TEXTILE SELECTION MAHARAM PATTERN; LARIAT-440401 COLOR: 008-008 DIRECTION HORIZONTAL WDFINISH: VIEW FC/LS DARK WALNUT OPT; ACRYLIC LATEX BACKING NO BAKER FABRIC BACKER NOT REQUIRED	1,051.29	7,359.03

INVOICE TOTALS

Sub Total	8,519.63
AR/Sebastian/Fort Smith	830.66
Please Pay This Amount:	9,350.29

*******End of Invoice*******

TODAY'S OFFICE

800 Clayton Street | Springdale, AR 72762

479.751.5861 fax 479.756.2233

COPY

Invoice

Today's Office, Inc.

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
4115	07/27/16	Job 15-07	4775		Renee Batara

SOLD TO: MAHG ARCHITECTURE
6400 RILEY PARK DRIVE
Fort Smith, AR 72916

SHIP TO: MAHG ARCHITECTURE
6400 RILEY PARK DRIVE
Fort Smith, AR 72916

RECEIVED

AUG 04 2016

ENGINEERING - ENG. TECH.

Terms: NET 10 DAYS MAHG01

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	2.00	44-T242421 44-T242421 PASSERELLE; TABLE, WOOD TOP, 24 D X 24 W X 21 H TABLEFNSH: VIEW FC/LS DARK WALNUT	580.30	1,160.60
2	7.00	440-WB 440-WB PASSERELLE; CHAIR-LOUNGE, WOOD BASE UPHOLS: GR10 GRADE 10 TEXTILE SELECTION MAHARAM PATTERN; LARIAT-440401 COLOR: 008-008 DIRECTION HORIZONTAL WDFINISH: VIEW FC/LS DARK WALNUT OPT; ACRYLIC LATEX BACKING NO BAKER FABRIC BACKER NOT REQUIRED	1,051.29	7,359.03

INVOICE TOTALS

Sub Total	**8,519.63**
AR/Sebastian/Fort Smith	**830.66**
Please Pay This Amount:	**9,350.29**

*******End of Invoice*******

TODAY'S OFFICE

800 Clayton Street | Springdale, AR 72762

479.751.5861 fax 479.756.2233

COPY

Invoice

Today's Office, Inc.

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
4115	07/27/16	Job 15-07	4775		Renee Batara

SOLD TO: MAHG ARCHITECTURE
6400 RILEY PARK DRIVE
Fort Smith, AR 72916

SHIP TO: MAHG ARCHITECTURE
6400 RILEY PARK DRIVE
Fort Smith, AR 72916

RECEIVED

AUG 04 2016

ENGINEERING - ENG. TECH.

Terms: NET 10 DAYS MAHG01

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	2.00	44-T242421 44-T242421 PASSERELLE; TABLE, WOOD TOP, 24 D X 24 W X 21 H TABLEFNSH: VIEW FC/LS DARK WALNUT	580.30	1,160.60
2	7.00	440-WB 440-WB PASSERELLE; CHAIR-LOUNGE, WOOD BASE UPHOLS: GR10 GRADE 10 TEXTILE SELECTION MAHARAM PATTERN; LARIAT-440401 COLOR: 008-008 DIRECTION HORIZONTAL WDFINISH: VIEW FC/LS DARK WALNUT OPT; ACRYLIC LATEX BACKING NO BAKER FABRIC BACKER NOT REQUIRED	1,051.29	7,359.03

INVOICE TOTALS

Sub Total	**8,519.63**
AR/Sebastian/Fort Smith	**830.66**
Please Pay This Amount:	**9,350.29**

*******End of Invoice*******

RESOLUTION NO._____ 6

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO MISSCO CONTRACT SALES, LLC FOR THE RENOVATION AND FURNISHINGS OF THE LIBRARY ANNEX BUILDING FOR USE AS OFFICE SPACE

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

SECTION 1: The installation of Group C, Group D, and Group G storage, meeting tables, and break room tables for the Renovation and Furnishings of the Library Annex Building for use as office space, Project 15-11, is accepted as complete.

SECTION 2: Final payment to MISSCO Contract Sales, LLC in the amount of $26,718.64 is hereby approved.

This Resolution adopted this _____day of August 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

City of Fort Smith
Utility Department

Memorandum

To: Carl Geffken, City Administrator
Robert Roddy, Interim Utility Director

From: Lance McAvoy, Deputy Director of Operations

Date: August 7, 2016

Subject: Project 15-07: Library Annex Renovation for Utility Department Office Space
Final Contract Payment to MISSCO Contract Sales, LLC, for Furniture (Groups C, D, & G)
Resolution 31-16, Section 5

cc: Jeff Dingman, Deputy City Administrator

On March 1, 2016, the Board of Directors passed Resolution 31-16, "Resolution Accepting Bids and Authorizing Contracts for the Renovation and Furnishings of the Library Annex Building for Use as Office Space." Resolution 31-16 awarded six (6) separate contracts for every aspect of the project as presented to the Board of Directors. Section 5 of Resolution 31-16 granted a contract to MISSICO Contract Sales, LLC, in the amount of $26,718.64 for furniture, Group C, Group D and Group G storage, meeting tables and break room tables.

On August 1, 2016, the City received an invoice for the final payment of the contractual amount of $26,718.64 to be paid to MISSCO Contract Sales.

Staff has reviewed the invoice and agrees that the City has satisfactorily received all components of Group C, Group D and Group G, as listed in the contract and recommend the Board of Directors' approval for final payment and completion of this contact as part of Resolution 31-16, Section 5.

Please contact me should you or any member of the Board or Administration have any questions or need additional information.

Attachment: Resolution 31-16 - "Resolution Accepting Bids and Authorizing Contracts for the Renovation and Furnishings of the Library Annex Building for Use as Office Space."
Project 15-07: Bid Tabulation for Furniture
MISSICO Contract Sales, LLC, Invoice IAR404635

RESOLUTION NO. R-31-16 12

RESOLUTION ACCEPTING BIDS AND AUTHORIZING CONTRACTS FOR THE RENOVATION AND FURNISHINGS OF THE LIBRARY ANNEX BUILDING FOR USE AS OFFICE SPACE

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

SECTION 1: The Mayor is hereby authorized to execute contracts with the below listed bidders in the amounts indicated for performing the renovation and providing the furnishings of the Library Annex Building, Project Number 15-11.

SECTION 2: The bid of Beshears Construction, Inc., in the amount of $512,000.00 for the general construction, is hereby accepted.

SECTION 3: The bid of MISSCO Contract Sales, LLC, in the amount of $473,989.40 for the system walls and workstations, is hereby accepted.

SECTION 4: The bid of Innerplan, Inc., in the amount of $41,418.33 for furniture, Group A and Group H task chairs and break room chairs, is hereby accepted.

SECTION 5: The bid of MISSCO Contract Sales, LLC, in the amount of $26,718.64 for furniture, Group C, Group D and Group G storage, meeting tables and break room tables, is hereby accepted.

SECTION 6: The bid of Norman Company, Inc., in the amount of $61,598.82 for furniture, Group B and Group E case goods and meeting chairs, is hereby accepted.

SECTION 7: The bid of Today's Office, Inc., in the amount of $9,350.29 for furniture, Group F lobby furniture, is hereby accepted.

This Resolution adopted this 1st day of March 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

npr

BID TABULATION

FURNITURE

NEW OFFICES FOR FORT SMITH UTILITY DEPARTMENT
MAHG PROJECT NO. 15-07A
FEBRUARY 17, 2016

VENDOR	GROUP - A TASK CHAIRS BID PRICE	GROUP - B CASE GOODS BID PRICE	GROUP – C STORAGE BID PRICE	GROUP - D MEETING TABLES BID PRICE	GROUP - E MEETING CHAIRS BID PRICE	GROUP - F LOBBY FURNITURE BID PRICE	GROUP- G BREAKROOM TABLES BID PRICE	GROUP - H BREAKROOM CHAIRS BID PRICE
INNERPLAN 7001 Innerplan Drive N. Little Rock, AR 72113	$37,941.45	No Bid	No Bid	No Bid	$23,639.95	No Bid	No Bid	$3,476.88
MISSCO 2116 Rannoch Trace Fort Smith, AR 72908	No Bid	$40,212.40	$12,127.38	$12,040.67	No Bid	No Bid	$2,550.59	No Bid
NORMAN CO. 7600 Ball Road Fort Smith, AR 72908	$40,540.92	$39,166.99	No Bid	$12,981.47	$22,431.83	No Bid	Withdrawn	$3,477.29
TODAY'S OFFICE 800 Clayton Street Springdale, AR 72762	No Bid	$42,303.36	No Bid	Partial Bid $3,754.99	No Bid	$9,350.29	No Bid	No Bid
ADDENDA REC'D MISSCO NORMAN CO. INNERPLAN TODAY'S OFFICE								

Contract Amounts:

Innerplan: $ 41,418.33 (Groups A, H)
MISSCO: $ 26,718.64 (Groups C, D, G)
Norman Co.: $61,598.82 (Groups B, E)
Today's Office: $ 9,350.29 (Group F)
$139,086.08 Contract Total for Furniture

Certified to be a True Copy

By: _____

MISSCO Contract Sales, LLC
P.O. Box 321400
Flowood, MS 39232-1400
Phone: (601) 987-8600
Fax: (601) 487-2800

RECEIVED

AUG 01 2016

ENGINEERING - ENG. TECH.

INVOICE

Date	7/18/2016
Invoice No.	IAR404635
Order No.	21180501
Shipper ID	SAR404635
Order Type	Customer Orders
Customer ID	ARFORSM

SOLD TO:	SHIP TO:
CITY OF FORT SMITH, AR POST OFFICE BOX 1908 FORT SMITH, AR 72902-1908	CITY OF FORT SMITH UTILITY DEPARTMENT 800 CARNALL AVENUE FORT SMITH, AR 72902

F.O.B. POINT	CUSTOMER ORDER	SHIP VIA	TERMS	SALES PERSON	OUR ORDER
FACTORY	COFS ADD LOOSE FURNITURE	BEST	net 30 days	Mack Skeen	21180501

ITEM ID	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT. PRICE
50KRUEGCLASSCOMM	ONE LOT OF 2-LATERALS (42") W/TOP AND SIDES GROUP C	EA	2.00	2,230.00	4,460.00
50KRUEGCLASSCOMM	ONE LOT OF 3-LATERALS (42") W/TOP AND SIDES GROUP C	EA	2.00	3,295.00	6,590.00
50KRUEGCLASSCOMM	CONFERENCE TABLE: KI SYNTHESIS 60" X 240" GROUP D	EA	1.00	3,391.00	3,391.00
50KRUEGCLASSCOMM	MEETING TABLE: KI SYTHENSIS 42" DIAMETER GROUP D	EA	10.00	479.00	4,790.00
50KRUEGCLASSCOMM	MEETING TABLE: KI SYNTHESIS 60" DIAMETER GROUP D	EA	2.00	814.00	1,628.00
50KRUEGCLASSCOMM	MEETING TABLE: KI SYNTHESIS 36" X 72" GROUP D	EA	2.00	581.00	1,162.00

Continued

Remit to: MISSCO Contract Sales, P O Box 321400, Flowood, MS 39232-1400

For questions concerning this invoice call:
Accounts Receivable at 800/647-5333 ext. 521 or 601/368-2521
WWW.MISSCO.COM

MISSCO Contract Sales, LLC
P.O. Box 321400
Flowood, MS 39232-1400
Phone: (601) 987-8600
Fax: (601) 487-2800

RECEIVED
AUG 01 2016
ENGINEERING - ENG. TECH

INVOICE

Date	7/18/2016
Invoice No.	IAR404635
Order No.	21180501
Shipper ID	SAR404635
Order Type	Customer Orders
Customer ID	ARFORSM

SOLD TO:	SHIP TO:
CITY OF FORT SMITH, AR POST OFFICE BOX 1908 FORT SMITH, AR 72902-1908	CITY OF FORT SMITH UTILITY DEPARTMENT 800 CARNALL AVENUE FORT SMITH, AR 72902

F.O.B. POINT	CUSTOMER ORDER	SHIP VIA	TERMS	SALES PERSON	OUR ORDER
FACTORY	COFS ADD LOOSE FURNITURE	BEST	net 30 days	Mack Skeen	21180501

ITEM ID	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT. PRICE
50KRUEGCLASSCOMM	BREAKROOM TABLE: KI SYNTHESIS TABLE 36" X 72" GROUP 6	EA	4.00	581.00	2,324.00

Reviewed and Approved
Missco Contract Sales
James G. Scholtens
7/18/2016

APPROVED FOR PAYMENT
BY: [signature]
DATE: 08/08/16
CODE:

Sales Total	24,345.00
Shipping & Handling	0
Misc. Charges	0
Tax Total	2,373.64
	26,718.64
TOTAL	26,718.64

Remit to: MISSCO Contract Sales, P O Box 321400, Flowood, MS 39232-1400

For questions concerning this invoice call:
Accounts Receivable at 800/647-5333 ext. 521 or 601/368-2521
WWW.MISSCO.COM

RESOLUTION NO._____ 7

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO INNERPLAN, INC., FOR THE RENOVATION AND FURNISHINGS OF THE LIBRARY ANNEX BUILDING FOR USE AS OFFICE SPACE

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

SECTION 1: The installation of Group A and Group H task chairs and break room chairs for the Renovation and Furnishings of the Library Annex Building for use as office space, Project 15-11, is accepted as complete.

SECTION 2: Final payment to Innerplan, Inc., in the amount of $41,418.33, is hereby approved.

This Resolution adopted this _____day of August 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

City of Fort Smith
Utility Department

Memorandum

To: Carl Geffken, City Administrator
Robert Roddy, Interim Utility Director

From: Lance McAvoy, Deputy Director of Operations

Date: August 7, 2016

Subject: Project 15-07: Library Annex Renovation for Utility Department Office Space
Final Contract Payment to Innerplan Inc., for Furniture (Groups A & H)
Resolution 31-16, Section 4

cc: Jeff Dingman, Deputy City Administrator

On March 1, 2016, the Board of Directors passed Resolution 31-16, "Resolution Accepting Bids and Authorizing Contracts for the Renovation and Furnishings of the Library Annex Building for Use as Office Space." Resolution 31-16 awarded six (6) separate contracts for every aspect of the project as presented to the Board of Directors. Section 4 of Resolution 31-16 granted a contract to Innerplan, Inc., in the amount of $41,418.33 for furniture, Group A and Group H task chairs and break room chairs.

On August 1, 2016, the City received an invoice for the final payment of the contractual amount of $41,418.33 to be paid to Innerplan, Inc.

Staff has reviewed the invoice and agrees that the City has satisfactorily received all components of Group A and Group H, as listed in the contract and recommend the Board of Directors' approval for final payment and completion of this contact as part of Resolution 31-16, Section 4.

Please contact me should you or any member of the Board or Administration have any questions or need additional information.

Attachment: Resolution 31-16 - "Resolution Accepting Bids and Authorizing Contracts for the Renovation and Furnishings of the Library Annex Building for Use as Office Space."
Project 15-07: Bid Tabulation for Furniture
Innerplan, Invoice 50610

RESOLUTION NO. R-31-16 12

RESOLUTION ACCEPTING BIDS AND AUTHORIZING CONTRACTS FOR THE RENOVATION AND FURNISHINGS OF THE LIBRARY ANNEX BUILDING FOR USE AS OFFICE SPACE

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

SECTION 1: The Mayor is hereby authorized to execute contracts with the below listed bidders in the amounts indicated for performing the renovation and providing the furnishings of the Library Annex Building, Project Number 15-11.

SECTION 2: The bid of Beshears Construction, Inc., in the amount of $512,000.00 for the general construction, is hereby accepted.

SECTION 3: The bid of MISSCO Contract Sales, LLC, in the amount of $473,989.40 for the system walls and workstations, is hereby accepted.

SECTION 4: The bid of Innerplan, Inc., in the amount of $41,418.33 for furniture, Group A and Group H task chairs and break room chairs, is hereby accepted.

SECTION 5: The bid of MISSCO Contract Sales, LLC, in the amount of $26,718.64 for furniture, Group C, Group D and Group G storage, meeting tables and break room tables, is hereby accepted.

SECTION 6: The bid of Norman Company, Inc., in the amount of $61,598.82 for furniture, Group B and Group E case goods and meeting chairs, is hereby accepted.

SECTION 7: The bid of Today's Office, Inc., in the amount of $9,350.29 for furniture, Group F lobby furniture, is hereby accepted.

This Resolution adopted this 1st day of March 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

npr

BID TABULATION

FURNITURE

NEW OFFICES FOR FORT SMITH UTILITY DEPARTMENT
MAHG PROJECT NO. 15-07A
FEBRUARY 17, 2016

VENDOR	GROUP - A TASK CHAIRS BID PRICE	GROUP - B CASE GOODS BID PRICE	GROUP – C STORAGE BID PRICE	GROUP - D MEETING TABLES BID PRICE	GROUP - E MEETING CHAIRS BID PRICE	GROUP - F LOBBY FURNITURE BID PRICE	GROUP- G BREAKROOM TABLES BID PRICE	GROUP - H BREAKROOM CHAIRS BID PRICE
INNERPLAN 7001 Innerplan Drive N. Little Rock, AR 72113	$37,941.45	No Bid	No Bid	No Bid	$23,639.95	No Bid	No Bid	$3,476.88
MISSCO 2116 Rannoch Trace Fort Smith, AR 72908	No Bid	$40,212.40	$12,127.38	$12,040.67	No Bid	No Bid	$2,550.59	No Bid
NORMAN CO. 7600 Ball Road Fort Smith, AR 72908	$40,540.92	$39,166.99	No Bid	$12,981.47	$22,431.83	No Bid	Withdrawn	$3,477.29
TODAY'S OFFICE 800 Clayton Street Springdale, AR 72762	No Bid	$42,303.36	No Bid	Partial Bid $3,754.99	No Bid	$9,350.29	No Bid	No Bid
ADDENDA REC'D: MISSCO NORMAN CO. INNERPLAN TODAY'S OFFICE								

Contract Amounts:

Innerplan: $ 41,418.33 (Groups A, H)
MISSCO: $ 26,718.64 (Groups C, D, G)
Norman Co.: $61,598.82 (Groups B, E)
Today's Office: $ 9,350.29 (Group F)
$139,086.08 Contract Total for Furniture

Certified to be a True Copy

By: _____

INVOICE

INVOICE # 50610

DATE: 7/13/16

RECEIVED

AUG 01 2016

ENGINEERING - ENG. TECH.

innerplan

Office Interiors + Furniture + Design

7001 Innerplan Drive, North Little Rock, AR 72113
501-371-0300 Fax 501-372-3838
Tax ID: 27-0429027

SOLD TO

CITY OF FORT SMITH, ARKANSAS
c/o MAHG ARCHITECTURE
ATTN: TRAVIS BARTLETT
6400 RILEY PARK DRIVE
FORT SMITH, AR 72916

INSTALL AT

CITY OF FORT SMITH, UTILITY DEPT
801 CARNALL AVENUE
FORT SMITH, AR 72901

TRAVIS BARTLETT 479-782-1051

ACCOUNT #	CUSTOMER P.O.	PROJECT #	PROPOSAL #	PAYMENT TERMS
006039		67-299	77230	NET 15

#	QTY	PRODUCT / DESCRIPTION	SELL	EXTENDED
1	10 SCT-30-7141 GROUP A	Very Task Chair,Faux Lea Seat,Mesh Bk,4D Arms,Alum Bse Hd Ctrs,Bk	566.18	5,661.80
2	50 SCT-30-7141 GROUP A	Very Task Chair,Faux Lea Seat,Mesh Bk,4D Arms,Alum Bse Hd Ctrs,Bk DELIVERY & INSTALLATION TO BE BILLED AT $600.00. QUOTE IS BASED ON ONE TRIP ONLY. ADDITIONAL TRIPS WILL BE BILLED SEPARATELY. PRICING BASED UPON NORMAL BUSINESS HOURS.	566.18	28,309.00
4	16 SCS-44-0H GROUP H	Very Side,Plstc Seat,Plstc Bk,Armless,Plstc Gld, DELIVERY & INSTALLATION TO BE BILLED AT $ 300.00. QUOTE IS BASED ON ONE TRIP ONLY. ADDITIONAL TRIPS WILL BE BILLED SEPARATELY. PRICING BASED UPON NORMAL BUSINESS HOURS.	179.25	2,868.00

APPROVED FOR PAYMENT
BY: [signature]
DATE: 08/08/16
CODE:

PRODUCT.....: 36,838.80
DELIVERY....: 900.00

DATE OF DELIVERY 7/12/16

SALES TAX...: 3,679.~~54~~ 53

FINAL TOTAL.: 41,418.~~34~~ 33

All Credit Card Orders will be charged a 4% fee

PAY THIS AMOUNT.....: 41,418.~~34~~ 33

BUYER GRANTS AND SELLER RETAINS A SECURITY INTEREST IN ALL PERSONAL PROPERTY DESCRIBED HEREIN SECURING ALL OBLIGATIONS OF THE BUYER.

PAGE 1 OF 1

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF
2 (TWO) JET VACUUM TRUCKS

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

The bid, as indicated by enclosure for the purchase of 2 (two) jet vacuum trucks from TCS Truck Component Services for $649,630.24, is accepted.

This Resolution adopted this _____ day of August, 2016.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
No Publication Required

Interoffice Memorandum

TO: Carl Geffken, City Administrator

COPY TO: Robert Roddy, Interim Director of Utilities

FROM: Alie Bahsoon, Purchasing Manager AB

SUBJECT: Purchase of jet vacuum trucks

DATE: August 8, 2016

Bid Number: Bid No. 5611-MW-BA

In December of 2005, the Board of Directors approved Ordinance 93-05, thereby authorizing the city to participate in the State Cooperative Purchasing program. This process has enabled us to take advantage of other negotiated contracts that the State of Arkansas currently participates in.

One of these contracts is the National Joint Powers Alliance (NJPA), a national municipal contracting agency offering national contract purchasing solutions by facilitating and awarding national competitively bid contracts. Because of their contract, local governments nationwide are permitted to purchase through their cooperative purchasing program.

The Utilities Department has budgeted $900,000 for the purchase of two new jet vacuum trucks for which funding for was identified within the 2015 revenue bonds. Since multiple vendors participate in the NJPA contract, we solicited bids of which the bid tabulation is attached for your review. The lowest bid from ICM Inc. did not meet bid specifications and we are therefore recommending the second lowest bid from TCS Truck Component Services for $649,630.24. You will find attached a memorandum from the Utilities Department regarding the bid recommendations as well.

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

Please let me know if should require any additional information.

Memorandum

July 29, 2016

To: Alie Bahsoon, Purchasing Manager
From: Michael Wegrzyn, Sewer Systems Program Manager

Re: Jet Vacuum Truck Bid (No. 5611-MW-BA)

Dear Mr. Bahsoon,

The sewer system program is requesting two (2) new jet trucks to assist in compliance with the Consent Decree. These assets are on the approved CIP for 2016. The Sewer Program is not recommending taking the lowest bid for the following reasons.

REJECTED lowest bid: The lowest bid was ICM at $315,933 each, and they **failed to meet** the minimum bid specifications. These exceptions are summarized below:

1) Section III #2, 4, & 5 changed specs from front to rear,
2) Section IV, Changed from front to rear hose reel,
3) Section V. water tank minimum of 1500 gallons, they supplied 1450 and unable to provide aluminum construction,
4) Section VI changed from front to rear,
5) Section VII changed from front to rear, and changed the minimum reach from 24 feet to 23 feet,
6) Section VIII could not comply with #4 (#4 reads: The hose reel assembly shall be mounted into both frame rails of the chassis not requiring any additional support), and
7) Furthermore, there are operational safety and ergonomic concerns with the design.

Acceptable: At $8,882 more, next lowest bid was TCS Truck Components (Vac All) at $324,815 each. This bid met all requirements and exceeded the minimum specifications in a few areas.

Recommendation: I would like the City of Fort Smith to invest in two (2) Vac All (lowest acceptable bid) Jet Vacuum Trucks.

Respectfully,
Michael Wegrzyn

C: Jimmie Johnson

Tabulation of Bids - City of Fort Smith Jet Vacuum Trucks-Bid No. 5611-MW-BA					
Vendor	**Scruggs Equipment Memphis, TN**	**Super Products LLC New Berlin, WI**	**ICM Inc. Jacksonville, AR**	**TCS Truck Component Services Strafford, MO**	
Year	2017	2016	2017	2016	
Make	Peterbilt	Camel	Peterbilt	Peterbilt	
Model	348SBA	1200	348	365 AJV1015 or 348 AJVR	
Body Make & Model	2109 PD-Vactor	Dump Body unloading	HiVac B10-1450	Vac All	
Delivery Terms	150-180 days	150-180 days	180 days	180 days	
Cost (Each)	$368,724.59	$343,195	$315,993.22 *	$324,815.12 ✓	
NJPA Contract	022014-FSC	022014	022014-HVC	022014-GRD	
Servicing Shops	Memphis & Ft. Smith	Pasadena, TX	Jacksonville, AR	Fort Smith	

✓ Recommended Bid Award

* Does not meet bid specifications (see memorandum from Utilities Department)

9A

RESOLUTION NO. _____

RESOLUTION ACCEPTING COMPLETION OF AND
AUTHORIZING FINAL PAYMENT TO CRAWFORD
CONSTRUCTION FOR CONSTRUCTION OF THE
BALLFIELD IMPROVEMENTS AT MARTIN LUTHER KING, JR. PARK

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

SECTION 1: The City of Fort Smith hereby accepts construction of the above captioned project as complete.

SECTION 2: Final payment is hereby authorized in the amount of $100,906.25 to the contractor Crawford Construction for the above captioned project.

This Resolution adopted this _____ day of August, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____npr

PARKS RECREATION
FORT SMITH

Memo:

August 12, 2016

To: Carl Geffken, City Administrator
From: Doug Reinert, Director of Parks and Recreation DSR
Re: Final Pay for Crawford Construction

Crawford Construction has completed their work on the Martin Luther King Jr. Softball Field. They completed the work on time and within budget. Laser grading, new topsoil and ball field dirt, new foul poles, fencing, concrete sidewalks and patios are all complete. Partnerships, hard work and dedication has brought a dream to a reality.

This project is in alignment with the goals of the Comprehensive Plan policy NCR-1.3, NCR-1.5 and NCR-4. I recommend accepting the MLK Softball Field Improvements Project as complete and authorizing the Final Pay of $100,906.25 to Crawford Construction.

Should you have any questions or need additional information please feel free to contact me.

Attachments

Project Summary

Project Status:	Complete	Project name:	MLK Softball Improvements
Today's Date:	August 12, 2016	Project contractor:	Crawford Construction
Staff contact name:	Doug Reinert		
Staff contact phone:	(479) 784-1006		
Notice to proceed issued:	January 19, 2016		

	Dollar Amount	Contract Time (Days)
Original bid award	248,142.00	120
Total change orders	0.00	0
Adjusted contract amount	248,142.00	120
Payments to date (as negative):	-147,235.75	
Amount of this payment (as negative)	-100,906.25	
Retainage held	0.00	
Contract balance remaining	0.00	
Amount over/under as a percentage	0.00%	

Final Comments:

9B

RESOLUTION NO. _____

RESOLUTION AUTHORIZING FINAL PAYMENT
TO RAGGIO EXCAVATING, INC. FOR CONSTRUCTION
OF THE WEST RIVER FRONT TRAIL

_____

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

Final payment is hereby authorized in the amount of $35,443.88 to the contractor Raggio Excavating, Inc. for the above captioned project.

This Resolution adopted this _____ day of August, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____npr

PARKS RECREATION
FORT SMITH

Memo:

August 12, 2016

To: Carl Geffken, City Administrator
From: Doug Reinert, Director of Parks and Recreation DSR
Re: Final Pay for Raggio Excavating, Inc

The Completion of the West River Front Trail (Greg Smith River Trail) draws to a close, Raggio Excavating, Inc has completed their portion of the left over contract work. The Raggio contract consisted of sixty days, set for completion on August 20th. Raggio completed their work on August 1st, 20 days early.

Through this process, Raggio Excavating, Inc. found efficient ways to complete the work early and less expensively. The completion of the intended work is $31,789.88 when the original contract was bid at $35,230 saving the City $3,440.12.

Additionally, while finishing the excavation work, Raggio Excavating Inc. was asked to finish work at the furthest northern point abandon after the release of the previous contractor. This work required an added 609 CY of soil @ $6.00/cy for the amount of $3,654.00

The total of the original contract $31,789.88 and the additional change order excavation work of $3,654.00 totals $35,443.88. Saving money from the original contract offset the additional cost of more earthwork brings the total cost overage of $203.88 of the anticipated expense. This work was well worth the time and value.

This project is in alignment with the goals of the Comprehensive Plan policy FLU-3.2.3, ED-6.1.1, CCD-1.1.1, CCD-1-1-3, TI-1.3.1, TI-1.5.1, PFS-5.1.3 and NCR-1.4.1. I recommend accepting the Contract work as complete and authorizing the final pay in the amount of $35,433.88 to Raggio Excavation, Inc.

Should you have any questions or need additional information please feel free to contact me.

Attachments

FRONTIER
ENGINEERING, INC.
CIVIL ENGINEERS · CONSULTANTS
P.O. BOX 11988 • FORT SMITH, AR 72917

August 2, 2016

Mr. Doug Reinert, Director
Fort Smith Parks and Recreation
3301 South "M" Street
Fort Smith, Arkansas 72903

Re: West River Front Trail-Raggio Sub-Contract Ratifications and Change Order No. 1

Dear Mr. Reinert

The West River Front Trail (Greg Smith River Trail) Raggio Excavating Sub-Contract Ratification and Change Order No. 1 work has been completed within Contract Time and the Final Pay Request is enclosed. Work completed under the Ratified Original Contract was 609 CY of Earthwork for the amount of $3,654.00. This amount corresponds with the deduction in quantity and dollar value of Dixon Contracting Reconciliation Change Order No. 4, item No. 4.

The Change Order work completed, as identified in the enclosed, was less than the amount originally anticipated and approved by the Board of Directors. The approved Change Order No. 1 was for the amount of $35,230.00. Raggio was able to complete the Change Order work more efficiently than originally anticipated and for a cost of $31,789.88. The Total Cost of the Original Contract Item No. 4 and CO No. 1 is $35,443.88.

Should you have any questions regarding this matter or we may be of further assistance, please let us know.

Sincerely,

Bobby Aldridge, P.E.

PHONE: (479)414.1013 EMAIL: BOBBY.FRONTIERENG@GMAIL.COM

Project Summary

Project Status:	Complete	Project name:	West River Front Trail
Today's Date:	August 12, 2016	Project contractor:	Raggio Excavating, Inc.
Staff contact name:	Doug Reinert		
Staff contact phone:	(479) 784-1006		
Notice to proceed issued:	June 22, 2016		

	Dollar Amount	Contract Time (Days)
Amoun left from the original subcontract	3,654.00	60
Total change orders	35,230.00	0
Adjusted contract amount	38,884.00	60
Payments to date (as negative):	0.00	
Amount of this payment (as negative)	35,443.88	
Retainage held	0.00	
Contract balance remaining	0.00	
Amount under as a percentage	8.84%	

Final Comments:

RESOLUTION NO._____ 9C

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO GOODWIN & GOODWIN, INC., FOR THE
LAKE FORT SMITH AND LEE CREEK FLUORIDE FEED SYSTEMS

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

SECTION 1: The bid of Goodwin & Goodwin, Inc., for the construction of the Lake Fort Smith and Lee Creek Fluoride Feed Systems, Project 14-10-C1, is hereby accepted.

SECTION 2: Final payment to Goodwin & Goodwin, Inc., in the amount of $138,349.73, is hereby approved.

This Resolution adopted this _____day of August 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Carl Geffken, Acting City Administrator **DATE:** August 08, 2016

FROM: Robert Roddy, Interim Director of Utilities

SUBJECT: Lake Fort Smith and Lee Creek Fluoride Feed Systems
Project Number 14-10-C1

In 2011 the Arkansas legislature passed Act 197 requiring water systems serving populations of more than 5,000 to add fluoride to its water system at levels established by the Arkansas Department of Health. Water systems were not required to comply with the Act until funds sufficient to pay capital start-up cost for the fluoridation equipment became available from any source other than tax revenue or service revenue regularly collected. The city applied for a grant from the Delta Dental Foundation of Arkansas (Delta Dental) to construct fluoride system improvements at its Lake Fort Smith and Lee Creek water treatment plants in 2011. In July 2014, the City received notice from Delta Dental, that they had approved a grant for our system needs in the amount of $1,804,000. The grant agreement is structured to fully reimburse Fort Smith's expenses for engineering and construction costs. Fifty percent of engineering fees were reimbursed after construction began and the remaining balance will be paid on completion of the project.

An attached Resolution accepts the project as complete and authorizes final payment to Goodwin & Goodwin, Inc., in the amount of $138,349.73. Should you or the members of the Board have any questions or need additional information, please let me know.

pc: Jeff Dingman

attachment

Project Summary

Project Name:
Lake Fort Smith and Lee Creek Fluoride Feed Systems

Project Status:
Complete

Project Number:
14-10-C1

Today's Date:
8/8/2016

Project Engineer:
Ben Marts

Staff Contact Name:
Ben Marts

Project Contractor:
Goodwin & Goodwin, Inc.

Staff Contact Phone:
784-2273

Notice to Proceed Issued:
8/26/2015

	Dollar Amount	Contract Time (Days)
Original Contract Amount:	$1,586,300.00	90
Change Order(s):	$0.00	
Total Change Orders:	$0.00	
Adjusted Contract:	$1,586,300.00	90
Payments to date (as negative):	-$1,447,950.27	-91%
Amount of this Payment (as negative):	-$138,349.73	100% Completes
Retainage Held	$138,349.73	
Contract Balance Remaining	$0.00	
Amount Under as a Percentage	0%	

Final Comments:

RESOLUTION NO._____ 9D

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO FORSGREN, INC. FOR CONSTRUCTION OF THE WHEELER AVENUE SANITARY SEWER REPLACEMENT

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

SECTION 1: The construction of the Wheeler Avenue Sanitary Sewer Replacement, Project Number 15-15-C1, is accepted as complete.

SECTION 2: Final payment to Forsgren, Inc., in the amount of $27,082.02, is hereby approved.

This Resolution adopted this _____day of August 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Carl Geffken, City Administrator **DATE:** August 16, 2016

FROM: Robert Roddy, Interim Director of Utilities

SUBJECT: Wheeler Avenue Sanitary Sewer Replacement
Project 15-15-C1

Forsgren, Inc., has submitted final pay request in the amount of $27,082.02 for work completed on the Wheeler Avenue Sanitary Sewer Replacement, Project 15-15-C1. This project replaced and realigned approximately 3,850 linear feet of 8-inch sewer main. The crumbling sewer main and manholes located under Wheeler Avenue were abandoned and sewer mains relocated out of the right of way. A project summary sheet is attached for your information.

The attached Resolution accepts the Project as complete and authorizes the final payment of $27,082.02 to Forsgren, Inc. Should you or the members of the Board have any questions or need additional information, please let me know.

attachment

pc: Jeff Dingman

Project Summary

Project status: Complete

Project name: Wheeler Avenue Sanitary Sewer Replacement

Today's date: August 16, 2016

Project number: 15-15-C1

Staff contact name: Bob Roddy

Project Engineer: Hawkins-Weir Engineers, Inc.

Staff contact phone: 784-2231

Project contractor: Forsgren, Inc

Notice to proceed issued: February 22, 2016

Completion date: June 15, 2016

	Dollar Amount	Contract Time (Days)
Original contract	$582,357.00	150
Change orders:		
Total change orders	$0.00	
Adjusted contract	$582,357.00	
Payments to date (as negative):	-$514,558.33	88.4%
Amount of final request	-$27,082.02	4.7%
Liquidated Damages		
Amount of this payment		
Retainage held	$0.00	
Contract balance remaining	$0.00	
Amount over original as a percentage	-7.0%	

Final Comments:

The net result of bid item quantity underruns was a $40,716.65 surplus.

RESOLUTION _____

A RESOLUTION AUTHORIZING PARTIAL PAYMENT TO FORSGREN, INC., FOR THE CONSTRUCTION OF JENNY LIND ROAD AND INGERSOLL AVENUE WIDENING PROJECT AHTD JOB 040471, CITY OF FORT SMITH PROJECT NO. 07-01-A

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

Payment in the amount of $768,474.64 for Periodic Pay Estimate No. 5 to Forsgren, Inc., is hereby approved for the construction of Jenny Lind Road and Ingersoll Avenue Widening Project, AHTD Job 040471, City of Fort Smith Project No. 07-01-A.

This resolution adopted this _____ day of August, 2016.

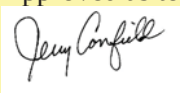
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____

☐ No Publication Required

Memorandum

TO: Carl Geffken, City Administrator

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

DATE: August 9, 2016

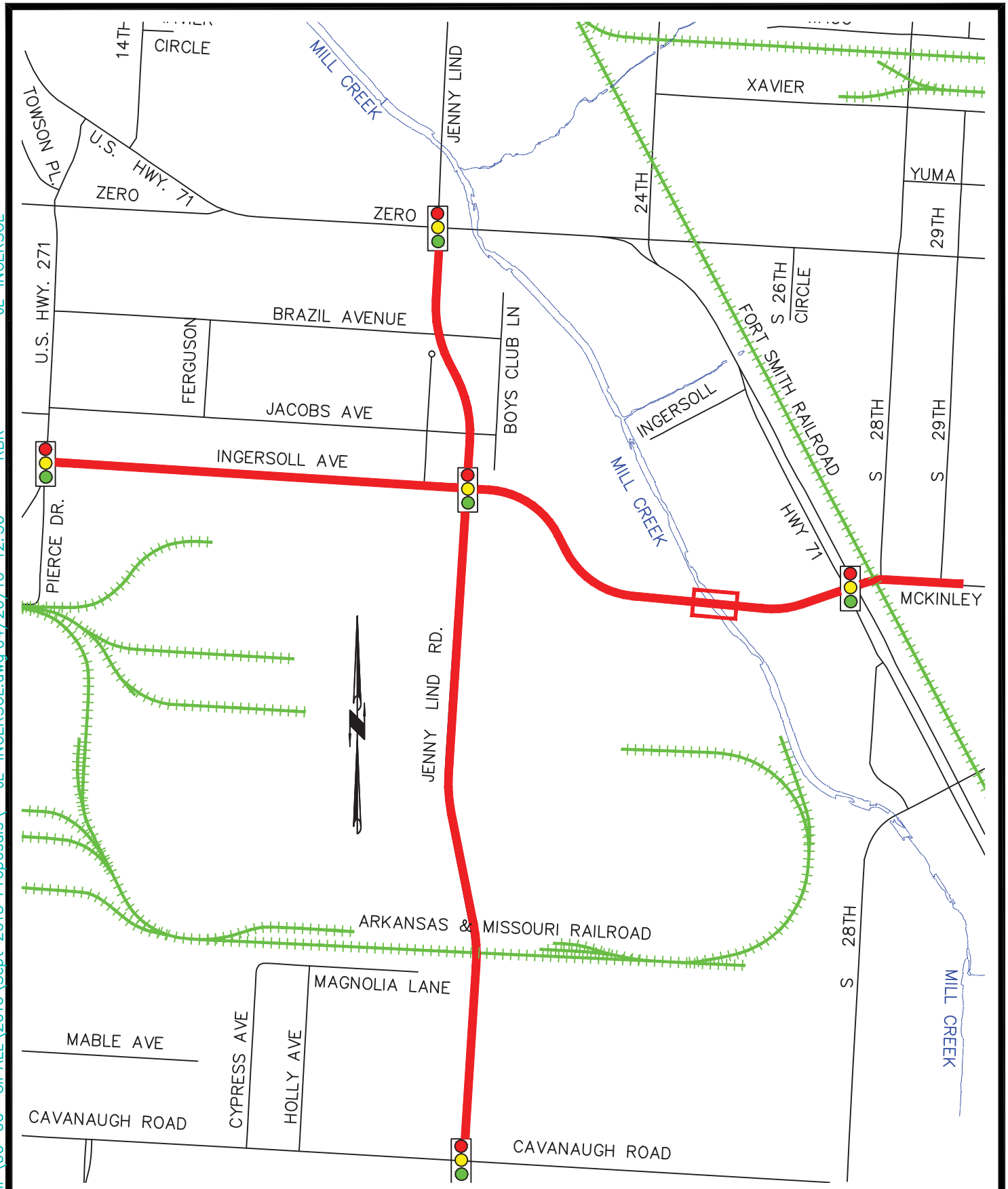
SUBJECT: Jenny Lind Road and Ingersoll Avenue Widening Project
AHTD Job 040471, City Project No. 07-01-A

This project includes widening and improvements to Jenny Lind Road between Zero and Cavanaugh Road, and Ingersoll Avenue from Hwy 271 to Jenny Lind Road. It also includes the extension of Ingersoll Avenue from Jenny Lind Road to Highway 71B. A location map showing the area of the proposed improvements is attached. A project summary sheet which provides more information is also attached.

Periodic pay estimate number 5 is in the amount of $768,474.64. A City Ordinance requires that all payments in excess of $750,000.00 be approved by the Board of Directors. A Resolution authorizing this payment is attached. I recommend that this payment be approved.

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

Attachments



2016 CAPITAL IMPROVEMENTS PROGRAM

JENNY LIND – INGERSOLL

ZERO STREET TO CAVANAUGH ROAD

The City of Fort Smith ARKANSAS

Project:	
Date:	APR. 2016
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2016\Sept 2015 Proposals\ JL-INGERSOL.dwg 04/26/16-12:50 RBR JL-INGERSOL

PROJECT SUMMARY

City of Fort Smith			
Project Status:	11% Complete	Project Name:	Jenny Lind Road. & Ingersoll Avenue Widening
Today's Date:	08/10/2016		
Staff Contact Name:	Stan Snodgrass	Project Number:	07-01-A
Staff Contact Phone:	784-2225	Project Engineer:	Crafton Tull & Associates, Inc.
Contract Time (no of days):	720	Project Contractor:	Forsgren, Inc.
Notice to Proceed Issued:	4/4/2016		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$28,830,649.66	2/9/2016	3/24/2018
Contract Revision:	$0.00		
Adjusted contract amount	$28,830,649.66		
Payments to date (as negative):	$2,539,916.11		
Amount of this payment	$768,474.64		
Contract balance remaining	$25,522,258.91		
Retainage held	$0.00		
Final payment	N/A		
Amount over original contract as a percentage	N/A		

Final Comments:

A City Ordinance requires that all payments in excess of $750,000.00 be approved by the Board of Directors.

9F

RESOLUTION _____

A RESOLUTION TO ACCEPT THE BID AND AUTHORIZE A CONTRACT FOR THE 2014 DRAINAGE IMPROVEMENTS, PHASE A1
PROJECT NO. 14-06-A1

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

SECTION 1: The bid of Kraus Construction Company, LLC, received August 2, 2016 for the 2014 Drainage Improvements, Phase A1, Project No. 14-06-A1, in the amount of $767,468.90, be accepted.

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

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

This resolution adopted this _____ day of August, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☐ No Publication Required

Memorandum

TO: Carl Geffken, City Administrator

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

DATE: August 11, 2016

SUBJECT: 2014 Drainage Improvements, Phase A1
Project No. 14-06-A1

This project consists of drainage improvements at two locations: Tilles Avenue, from May Avenue to North 31st Street, and North "O" Street, east of North 45th Terrace. Both locations will install additional pipe and drainage inlets to alleviate neighborhood flooding concerns. Structure flooding and severe street flooding are occurring in these areas. The locations of the proposed improvements are shown on the attached exhibit.

Construction plans and specifications were prepared by Philip J. Leraris, P.E., L.S. of Fort Smith. An advertisement was published and bids were received on August 2, 2016. Five contractors requested plans and specifications and four bids were received which are summarized as follows:

CONTRACTOR	AMOUNT	CONTRACTOR	AMOUNT
1. Kraus Construction Co. Fort Smith, AR	$767,468.90	3. Township Builders Little Rock, AR	$1,056,694.00
2. Forsgren, Inc. Fort Smith, AR	$838,531.25	4. Steve Beam Constr. Fort Smith, AR	$1,118,170.00
Engineer's Estimate	*$937,135.00*		

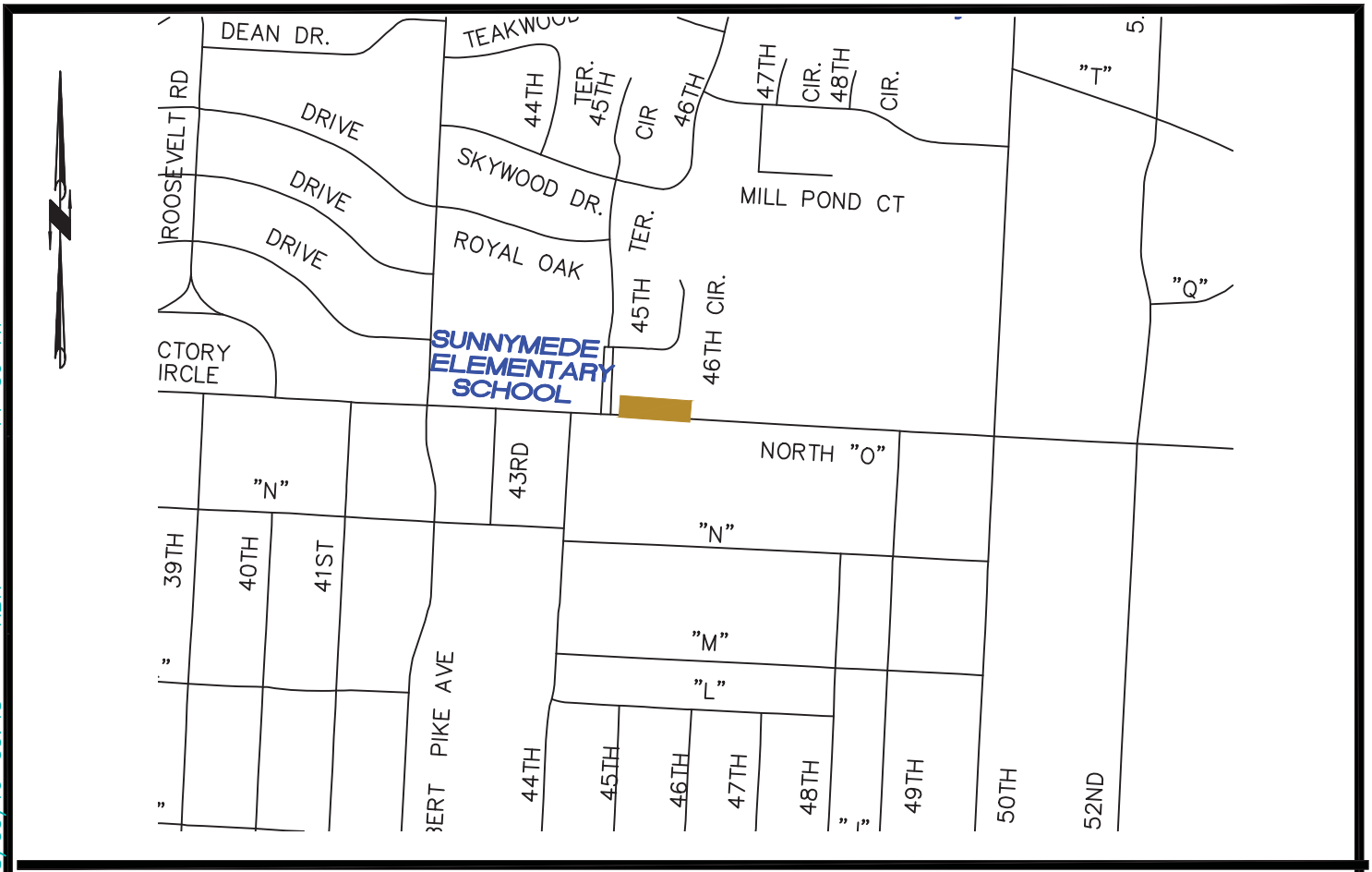
I recommend that the lowest bid be accepted and that the construction contract be awarded to Kraus Construction Company, LLC. The estimated notice to proceed date for this contract is August, 29, 2016. Based on the contract duration of 180 days, the estimated completion date would be February 24, 2017.

This project is also in alignment with the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-5.1 (Continue to

ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems), TI-5.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs) and NCR-2.6 (Reduce stormwater runoff and flooding).

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

Attachments



2014 CAPITAL IMPROVEMENTS PROGRAM DRAINAGE IMPROVEMENTS	The City of Fort Smith ARKANSAS	Project: 14-06-A1 Date: AUGUST 2016 Scale: NONE Drawn By: RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2014\ CIPALL 2014 OVERALL.DWG 08/09/16-09:45 RBR 14-06-A1

RESOLUTION _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF 2015 STREET OVERLAY / RECONSTRUCTION, PHASE A
PROJECT NO. 15-03-A

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

SECTION 1: The City of Fort Smith hereby accepts the construction of 2015 Street Overlay / Reconstruction, Project 15-03-A as complete.

SECTION 2: Final payment is hereby authorized in the amount of $264,035.56 to the contractor, Forsgren, Inc., for the 2015 Street Overlay / Reconstruction, Phase A, Project No. 15-03-A.

This Resolution adopted this _____ day of August, 2016.

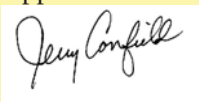
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____

☐ No Publication Required

Memorandum

TO: Carl Geffken, City Administrator

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

DATE: August 10, 2016

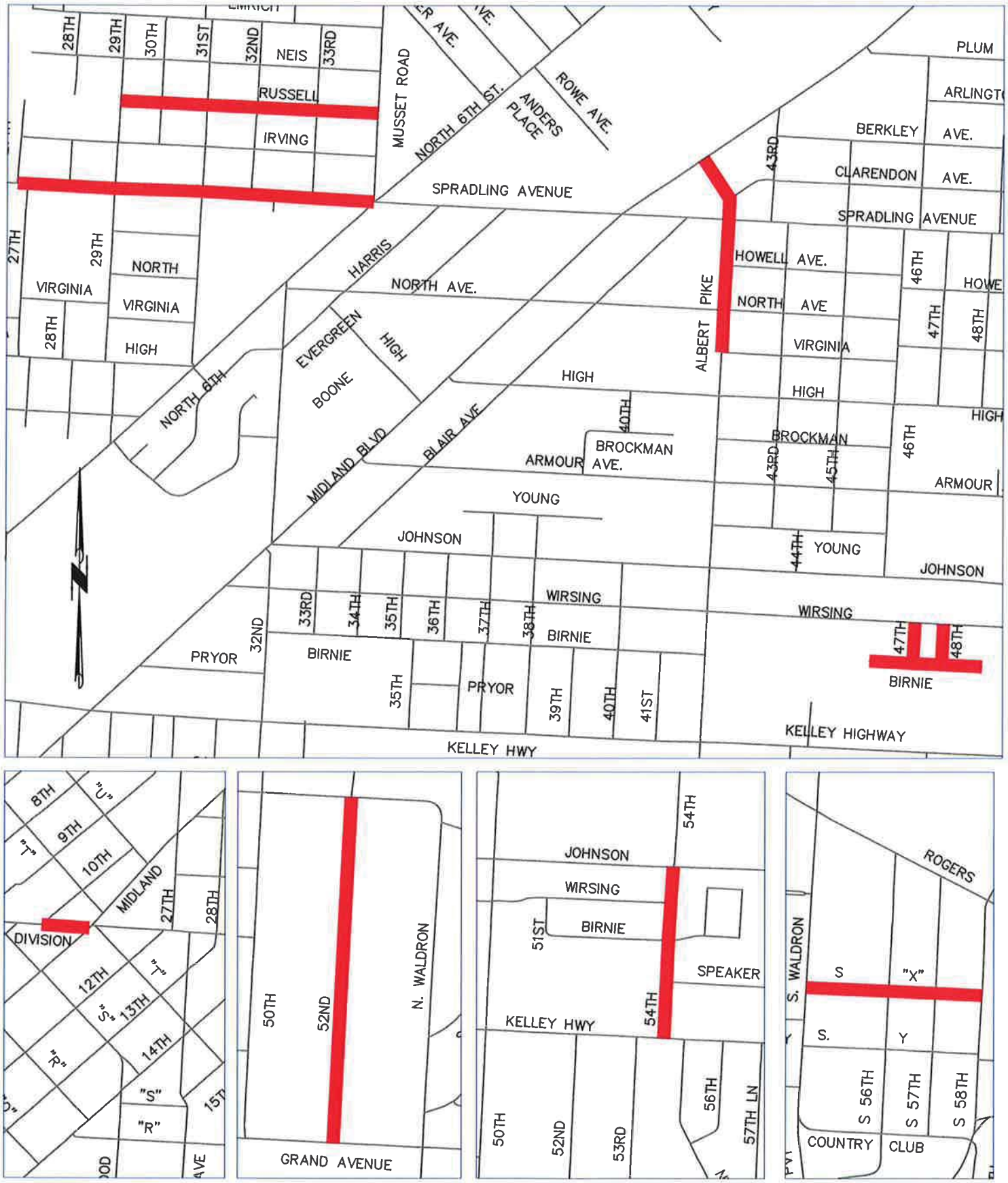
SUBJECT: Street Overlays/Reconstruction
Project No. 15-03-A

The above subject project consisted of asphalt street overlays, reconstruction and drainage improvements for the streets shown on the attached exhibit. The total length of streets improved was approximately 2.5 miles. A project summary sheet is also attached.

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

Attached is a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the Resolution be accepted by the Board of Directors at the next regular meeting.

Attachments



2015 CAPITAL IMPROVEMENTS PROGRAM

STREET OVERLAYS/RECONSTRUCTION

The City of Fort Smith Arkansas

Project:	15-03-A
Date:	OCT. 2014
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2015\2015 Consultant Selection\ 2015 STREETS.dwg 10/15/14-08:22 RBR 15-03-A

SUMMARY SHEET

City of Fort Smith			
Project Status	Complete	Project name:	Street Overlays / Reconstruction Phase A
Today's Date:	08/10/2016		
Staff contact name:	Stan Snodgrass	Project number:	15-03-A
Staff contact phone:	784-2225	Consultant engineer:	McGuire Engineering
Contract time (no of days):	270	Project contractor:	Forsgren, Inc.
Notice to proceed issued:	11/02/2015		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$2,562,518.78	8/18/2015	7/28/2016
Contract Revisions:			
Adjusted contract amount	$2,562,518.78		
Work Completed to Date	$2,367,088.48		
Payments to date (as negative)	$2,103,052.92		
Amount of this payment	$264,035.56		
Contract balance remaining	$195,430.30		
Retainage held	0%		
Final payment	$264,035.56		
Amount under original as a percentage	7.6%		

Final Comments:

The project was substantially complete on July 27, 2016.

RESOLUTION _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF 2015 STREET OVERLAY / RECONSTRUCTION, PHASE C
PROJECT NO. 15-03-C

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 2015 Street Overlay / Reconstruction, Project 15-03-C as complete.

SECTION 2: Final payment is hereby authorized in the amount of $53,027.03 to the contractor, Forsgren, Inc., for the 2015 Street Overlay / Reconstruction, Phase C, Project No. 15-03-C.

This Resolution adopted this _____ day of August, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☐ No Publication Required

Memorandum

TO: Carl Geffken, City Administrator

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

DATE: August 10, 2016

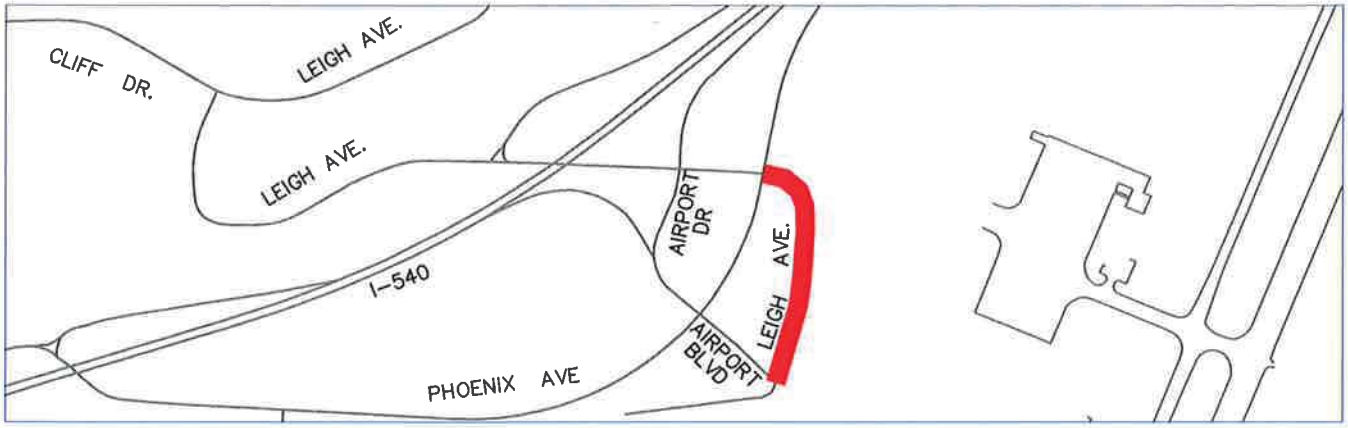
SUBJECT: Street Overlays/Reconstruction
Project No. 15-03-C

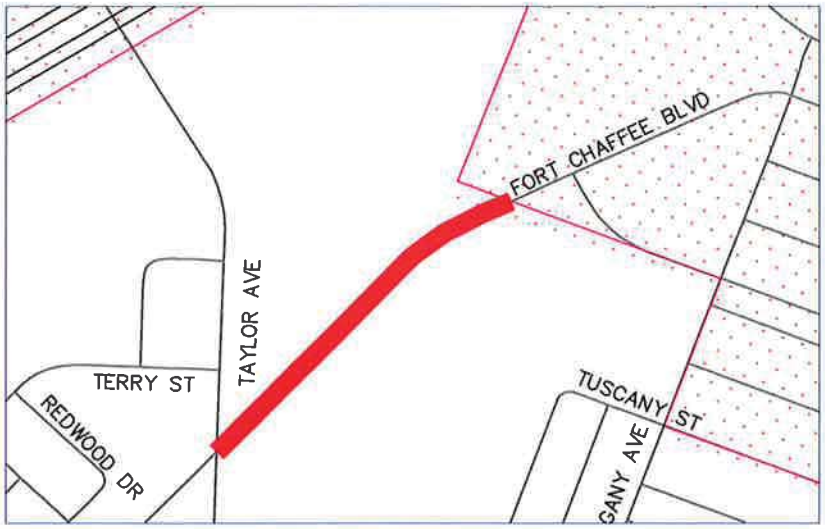
The above subject project consisted of asphalt street overlays, reconstruction and drainage improvements for the streets shown on the attached exhibit. The total length of streets improved was approximately 2.3 miles. A project summary sheet is also attached.

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

Attached is a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the Resolution be accepted by the Board of Directors at the next regular meeting.

Attachments





2015 CAPITAL IMPROVEMENTS PROGRAM STREET OVERLAYS/RECONSTRUCTION	The City of Fort Smith Arkansas	Project: 15-03-C Date: OCT. 2014 Scale: NONE Drawn By: RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2015\2015 Consultant Selection\ 2015 STREETS.dwg 10/15/14-08:23 RBR 15-03-C

SUMMARY SHEET

City of Fort Smith			
Project Status	Complete	Project name:	Street Overlays / Reconstruction Phase C
Today's Date:	08/10/2016		
Staff contact name:	Stan Snodgrass	Project number:	15-03-C
Staff contact phone:	784-2225	Consultant engineer:	EDM Consultants, Inc.
Contract time (no of days):	270	Project contractor:	Forsgren, Inc.
Notice to proceed issued:	10/19/2015		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$2,593,548.90	8/11/2015	7/14/2016
Contract Revisions:			
Adjusted contract amount	$2,593,548.90		
Work Completed to Date	$2,323,743.67		
Payments to date (as negative)	$2,270,716.64		
Amount of this payment	$53,027.03		
Contract balance remaining	$269,805.23		
Retainage held	0%		
Final payment	$53,027.03		
Amount under original as a percentage	10.4%		

Final Comments:

The project was substantially complete on March 28, 2016.

RESOLUTION _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF 2015 STREET STRIPING REPLACEMENT
PROJECT NO. 15-85-A

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the 2015 Street Striping Replacement, Project No. 15-85-A, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $3,123.22 to the contractor Time Striping, Inc. for the 2015 Street Striping Replacement, Project No. 15-85-A.

This resolution adopted this _____ day of August, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☐ No Publication Required

INTER-OFFICE MEMO

TO: Carl Geffken, City Administrator

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

DATE: August 10, 2016

SUBJECT: 2015 Street Striping Replacement
Project No. 15-85-A

The above subject project consisted of the replacement of street striping at various locations as noted on the attached list. The total length of street striping was approximately 132,500 feet (25 miles). A project summary sheet is also attached.

Attached is a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the Resolutions be accepted by the Board of Directors at the next regular meeting.

Attachments

ATTACHMENT A
2015 STRIPING LIST

CONTRACT STRIPING (MEASURED IN FEET)

YELLOW	GRINDING LIST				DOUBLE-Y	SKIP-Y	TOTAL
OLD GWD RD	FROM	ROGERS AV	TO	PHOENIX AV	22,798	2,610	25408
S 79TH ST	FROM	ROGERS AV	TO	PHOENIX AV	3,374	460	3834
PHOENIX AV	FROM	S 46TH ST	TO	ROGERS AV	30,910	6,090	37000
KELLEY HWY	FROM	S 58TH ST	TO	MIDLAND BLVD	17,600	3,930	21530
S 66TH ST	FROM	PHOENIX AV	TO	AIRPORT	3,185	730	3915
S 74TH ST	FROM	PHOENIX AV	TO	AIRPORT	977	80	1057
AIRPORT ROAD			TO	TERMINAL	1,959		1959
SIDE ROAD	FROM	S 74TH ST	TO	BRIDGE	668		668
					TOTAL		95371

CONTRACT STRIPING (MEASURED IN FEET)

WHITE	GRINDING LIST				SOLID	SKIP	TOTAL
OLD GWD RD	FROM	ROGERS AV	TO	PHOENIX AV	2,643	6,450	9093
S 79TH ST	FROM	ROGERS AV	TO	PHOENIX AV	474		474
PHOENIX AV	FROM	S 46TH ST	TO	ROGERS AV	2,300	7,390	9690
KELLEY HWY	FROM	N 58TH ST	TO	MIDLAND BLVD	1,102	4,450	5552
S 66TH ST	FROM	PHOENIX AV	TO	AIRPORT	143		143
S 74TH ST	FROM	PHOENIX AV	TO	AIRPORT	192		192
AIRPORT ROAD			TO	TERMINAL	660	380	1040
SIDE ROAD	FROM	S 74TH ST	TO	BRIDGE	60		60
					TOTAL		26244

CONTRACT STRIPING (MEASURED IN FEET)

YELLOW					DOUBLE-Y	SKIP-Y	TOTAL
OLD HWY 71	FROM	HWY 45	TO	HWY 71 S	10,788		10788
TOWSON AVE	@	SOUTH G ST			70		70
					TOTAL		10858

CONTRACT STRIPING (MEASURED IN FEET)

WHITE					SOLID	SKIP	TOTAL
TOWSON AVE	@	SOUTH G ST				40	40
					TOTAL		40

CROSSWALK BARS	STOP BARS	STRAIGHT ARROWS	NO PARKING (WORDS)
37 BARS-2' X 6'	113'	6- 8 ' TALL	6- 10' TALL

Grinding Total:	**121,615 Feet**
Yellow Paint:	**106,229 Feet**
White Paint:	**26,284 Feet**

SUMMARY SHEET

City of Fort Smith			
Project Status	Complete	Project name:	Street Striping Replacement
Today's Date:	8/10/2016	Project number:	15-85-A
Staff contact name:	Stan Snodgrass	Consultant engineer:	City of Fort Smith
Staff contact phone:	784-2225	Project contractor:	Time Striping, Inc.
Contract time (no of days):	120		
Notice to proceed issued:	03/07/16		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$72,182.70	11/3/2015	7/4/2016
Contract Revisions:			
Adjusted contract amount	$72,182.70		
Work Completed to Date	$62,464.50		
Payments to date (as negative)	$59,341.28		
Amount of this payment	$3,123.22		
Contract balance remaining	$9,718.20		
Retainage held	0%		
Final payment	$3,123.22		
Amount under original as a percentage	13.5%		

Final Comments:

The project was substantially complete on July 1, 2016.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING JOINT USE AGREEMENT AND AGREEMENT FOR PIPELINE CROSSING WITH FORT SMITH RAILROAD COMPANY REGARDING MCKINLEY AVENUE/INGERSOLL AVENUE IMPROVEMENTS, A PART OF JENNY LIND ROAD AND INGERSOLL AVENUE WIDENING PROJECT, AHTD JOB 040471, CITY OF FORT SMITH JOB 07-01-A

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

SECTION 1: There is hereby approved the attached Joint Use Agreement and Agreement for Pipeline Crossing between the City of Fort Smith and Fort Smith Railroad Company regarding the joint use of certain railroad crossing right-of-way in conjunction with the McKinley Avenue improvements, a part of Jenny Lind Road and Ingersoll Avenue Widening Project, AHTD Job 040417, City of Fort Smith Job 07-01-A.

SECTION 2: The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the attached Joint Use Agreement and the attached Agreement for Pipeline Crossing.

SECTION 3: The City Administrator is authorized to cause to be paid to Fort Smith Railroad Company a one time administrative fee of $1,500.00 and a five year re-occurring permit fee of $1,500.00 for the Agreement for Pipeline Crossing.

This Resolution adopted this _____ day of August, 2016.

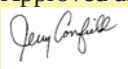
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney
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

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
JCanfield@DailyWoods.com

August 11, 2016

Mr. Carl Geffken
Fort Smith City Administrator
623 Garrison Avenue, 3rd Floor
Fort Smith, AR 72901

Re: City of Fort Smith / Fort Smith Railroad / McKinley Avenue Crossing

Dear Mr. Geffken:

As a part of the Jenny Lind Project, McKinley Avenue will be reconstructed so that it intersects Highway 71 north of its current intersection. Immediately east of Highway 71, Union Pacific Railroad Co. (leased to Fort Smith Railroad) owns railroad right-of-way 100' in width. The existing McKinley Avenue crosses the railroad right-of-way before intersecting with Highway 71 South. While reconstructing the McKinley Avenue intersection, drainage facilities and a new 12" water line will be installed. After investigation, the City determined that the street right-of-way improvements for the existing McKinley Avenue were constructed subsequent to the installation of the railroad facilities. The City's project will impact approximately 0.63 acres (27,229 square feet) of the railroad right-of-way.

While planning for the Jenny Lind Project, the Engineering Department and our office contacted Fort Smith Railroad regarding permits for the improvements as early as October 13, 2014. At that time, we submitted a draft of a crossing agreement modeled on a prior agreement between the City and Fort Smith Railroad. In spite of November 10, 2014, December 16, 2014 and January 14, 2015, contacts, Fort Smith Railroad did not respond to the City's request for authorization for the project.

In March of 2015, contacts with Fort Smith Railroad indicated that permission for the project might be accomplished by a Right of Access Agreement to be obtained by the contractor on the project. By letter dated June 18, 2015, we provided to the legal department of Fort Smith Railroad a copy of the Right of Access Agreement for Contractor (the form for which was previously provided by Fort Smith Railroad) to confirm that the subject work could be completed by the successful bidder on the contract by the use of such document. However, as bidding approached, in September of 2015, the Arkansas Highway and Transportation Department (AHTD) Right-of-Way Coordinator indicated that the City would have to have a recordable easement granting right-of-way for the planned improvements. Fort Smith Railroad was advised of the requirement on September 14, 2015. On October 28, 2015, legal counsel for Fort Smith

Railroad advised that the requirement of a recordable right-of-way agreement would necessitate the involvement of Union Pacific (the owner and lessor of the subject rail right-of-way) and that timing would be uncertain for a Union Pacific response.

To formalize the right to use the rail right-of-way, the City and legal counsel for Fort Smith Railroad discussed the use of a Joint Use Agreement as had been utilized previously with reference to the Massard Road rail crossing and the Phoenix Avenue rail crossing. After preparation of the draft Joint Use Agreement, the City urged the AHTD to accept that approach. On November 2, 2015, the City provided to AHTD a previous Joint Use Agreement entered into regarding Massard Road in 2002.

The Jenny Lind Project was bid on February 19, 2016, and the City renewed its request to AHTD that the Jenny Lind / McKinley intersection proceed utilizing a Joint Use Agreement with Fort Smith Railroad (a similar issue was pending with reference to a crossing of A&M Railroad track at a separate location). Decision by AHTD took months; but, by March 30, 2016, the AHTD had agreed that the project could proceed in the form of a Joint Use Agreement between the City and Fort Smith Railroad rather than the execution of actual easements which would have required the involvement of Union Pacific. On March 30, 2016, our office submitted to the legal office for Fort Smith Railroad an execution copy of the Joint Use Agreement for the project. On April 28, 2016, Fort Smith Railroad asked for a few changes in the Joint Use Agreement (all of which are acceptable to the City) and indicated that the authorization for the underground water line would require a separate Agreement for Pipeline Crossing.

On May 31, 2016, we provided to legal counsel for Fort Smith Railroad an execution copy of the Joint Use Agreement, verification that the contractor had obtained all necessary insurance agreements, and an execution copy of the Agreement for Pipeline Crossing based on a one time fee ($1,500.00 administrative fee and $300.00 one time permit fee) rather than an annual fee as proposed by Fort Smith Railroad. In response to a request from Fort Smith Railroad, the City indicated it had no objection to a discussion of a Master Agreement regarding utility installations across Fort Smith Railroad facilities, and the City provided a draft (prepared by the City in 2013) which had been previously proposed for such Master Agreement.

The City received no contact from Fort Smith Railroad. After a City contact on July 22, 2016, the City was informed that legal counsel for Fort Smith Railroad had undergone medical procedures at Mayo Clinic. On August 4, 2016, the City's contractor advised that access would be needed no later than September 6, 2016 or delay will commence on the project. On August 5, 2016, we sent a detailed e-mail to legal counsel for Fort Smith Railroad outlining the foregoing history and requesting execution of the Joint Use Agreement and the Agreement for Pipeline Crossing. Following telephone contact on August 10, legal counsel for Fort Smith Railroad indicated he hoped to complete review and advise of all requirements by Thursday, August 11.

Today, August 11, legal counsel for Fort Smith Railroad affirmed willingness to proceed based on the enclosed Joint Use Agreement and Agreement for Pipeline Crossing ($1,500.00

administrative fee and 5 year, reoccurring permit fee of $1,500). The parties will continue review of a proposed Master Agreement covering utility pipeline crossings of Fort Smith Railroad facilities.

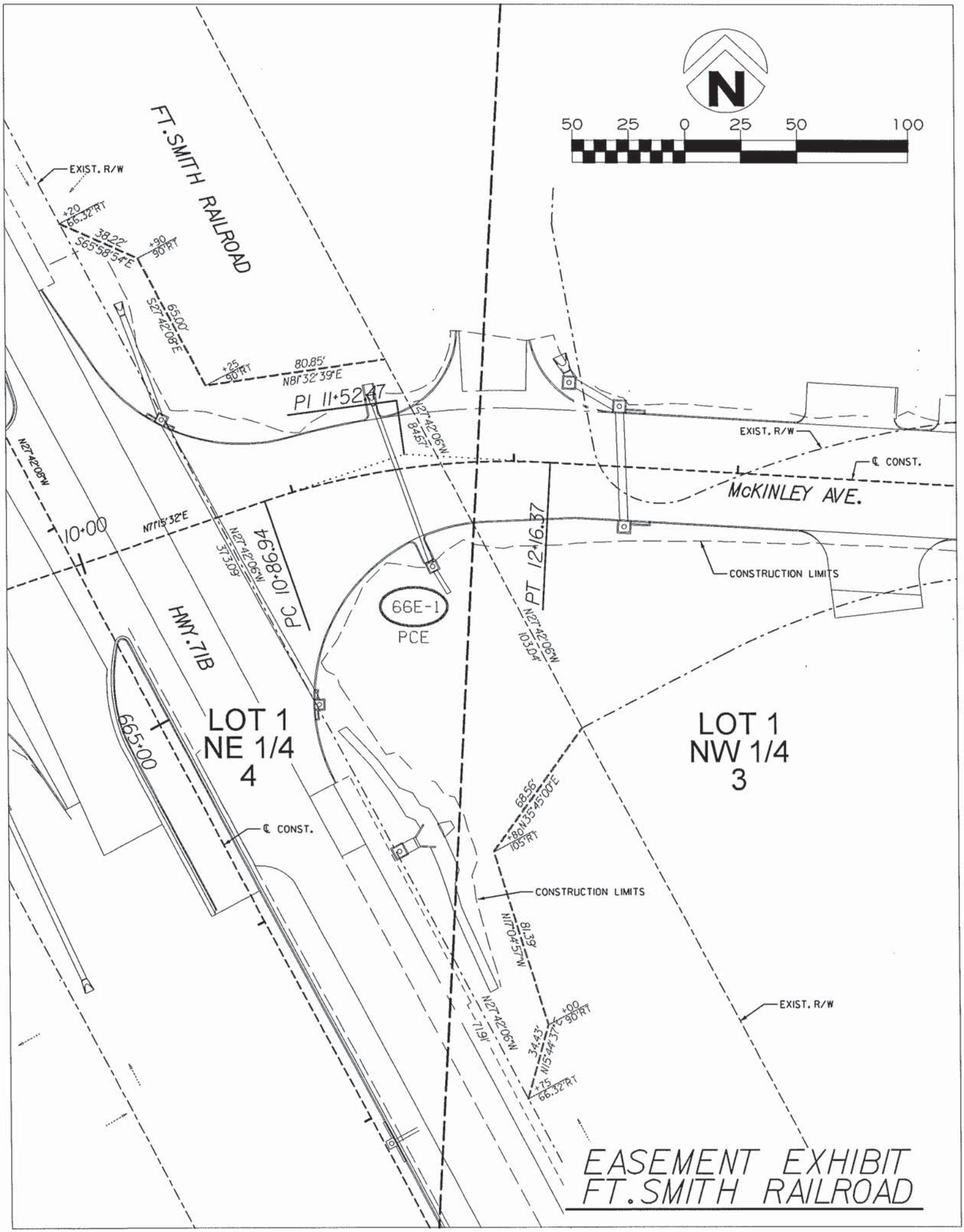
A resolution has been prepared authorizing the Mayor to execute the Joint Use Agreement and approving the Agreement for Pipeline Crossing.

Thank you for your attention to this matter.

Very truly yours,

Jerry L. Canfield
cmm

Enclosure
cc: Mr. Stan Snodgrass


N
50 25 0 25 50 100
FT. SMITH RAILROAD
EXIST. R/W
+20
66.32' RT
38.22'
S65°58'54"E
+90
90' RT
65.00'
S27°42'08"E
+25
90' RT
80.85'
N81°32'39"E
PI 11+52.47
N27°42'06"W
84.67'
EXIST. R/W
℄ CONST.
McKINLEY AVE.
N27°42'08"W
10+00
N77°15'32"E
N27°42'06"W
37.09'
PC 10+86.94
PT 12+16.37
CONSTRUCTION LIMITS
66E-1
PCE
N27°42'06"W
103.04'
HWY. 71B
665+00
LOT 1
NE 1/4
4
LOT 1
NW 1/4
3
68.56'
+80
105' RT
N35°45'00"E
℄ CONST.
CONSTRUCTION LIMITS
81.39'
N17°04'57"W
N27°42'06"W
71.91'
+00
90' RT
34.43'
N15°44'37"E
+75
66.32' RT
EXIST. R/W
EASEMENT EXHIBIT
FT. SMITH RAILROAD

Jerry Canfield

From: Jerry Canfield [jcanfield@dailywoods.com]
Sent: Friday, August 05, 2016 3:26 PM
To: lakemper; Frank May
Cc: Snodgrass, Stan
Subject: Fort Smith Jenny Lind Project - McKinley Aveune reconstruction
Attachments: 20160805152651.pdf; 20160805152614.pdf

Mr. Lakemper,

We were sorry to hear that you recently had medical problems. We trust your condition is improved. I am sending this message to Mr. May's address as well in the event you are not yet returned to your office.

We have worked on the authorizations for the reconstruction of the existing McKinley Avenue crossing of the FSRR line along Highway South 71 for many months back into 2015. The Arkansas Highway Department (AHTD) initially insisted that right of way be obtained as an easement which would have involved UP. After long discussions, Fort Smith was able to get AHTD concurrence in the Joint Use Agreement preferred by FSRR. Documents were drafted based on forms you provided. We need to proceed with execution of the Joint Use Agreement and the Agreement for Pipeline Crossing.

I sent the documents with attachments on May 31, 2016. On July 22, I noted the contractor was getting close in time to needing access. Mr. May indicated your illness.

The City's engineering department has inquired of the contractor and is advised that its subcontractor will need the requested access by September 6, 2016 or the City's project will begin to incur delay. August 16, 2016 is the last Board meeting date prior to September 6. Thus we will have to obtain authority from our Board at the August 16 meeting. I trust we will be able to submit the discussed documents for approval. If not, we will have to request authority to acquire access by eminent domain (which, as we have discussed, is not a preferred nor desired approach).

Please review my email of May 31, 2016 and enclosed documents.

1. I am resubmitting the Joint Use Agreement (the only change is in the date) in the form you provided by your email of April 28, 2016. The changes you provided are acceptable with the City.

2. I am attaching again a Certificate of Liability Insurance (with both FSRR and UP as insureds) for the contractor.

3. The pipeline crossing requires a separate agreement. I am again attaching the Agreement for Pipeline Crossing based on the form you provided by email on May 27, 2016. Please see paragraph 3 of my May 31, 2016 for a discussion of the amendments (basically providing indemnity through the contractor and its insurance) and exhibits.

Our email and letter discussions of this matter go back to March and June of 2015. After getting AHTD concurrence, the contract for the project was issued. The contractor now needs access by September 6. It is time to conclude this authorization. If consideration is an issue, the City is willing to discuss a reasonable administrative fee and a reasonable authorization fee. However, as noted above, the August 16, 2016 Board meeting is the last opportunity for the City to authorize a way forward. I trust and hope we can conclude the necessary documents in advance of that meeting (we typically provide documents for review in advance of the meeting – thus approval of documents is needed by Thursday August 11, 2016).

Regarding the discussion of a Master Agreement covering pipeline crossings, please see my email of May 31, 2016.

In hopes this finds you in good health, and with thanks in advance for your consideration,

Sincerely yours,

Jerry Canfield

FORT SMITH RAILROAD CO.
AGREEMENT FOR PIPELINE CROSSING

THIS AGREEMENT is made and entered into by and between Fort Smith Railroad Co., an Iowa Corporation (hereinafter "Railroad") and The City of Fort Smith (hereinafter "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSE FEE.

Upon the execution of this Agreement, the Licensee shall pay to Railroad the sum of One thousand, Five Hundred Dollars ($1,500.00) as an administrative/application fee, and the sum of One thousand, Five Hundred Dollars ($1,500.00) as the license fee for this Agreement. Provided, however, the parties anticipate that, prior to January 1, 2018, they will enter into a master agreement, combining this Agreement, with other waterline agreements, and providing a method of adding additional lines in the future..

Article 2. RAILROAD GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Railroad hereby grants to the Licensee the right, during the term hereof, to construct and thereafter, during the term hereof, to maintain and operate

One 12" pipeline within a steel casing carrying water under the tracks and right of way at or near Mile Post _____ in/near Fort Smith, AR. (See "Exhibit-A") and in conformity with the specifications indicated on the attached print, marked as "Exhibit A", and incorporated by reference herein.

Article 3. CONSTRUCTION, MAINTENANCE, AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations, and covenants set forth herein and in Exhibits B and D, hereto attached, and made a part hereof.

Article 4. TERM.

This Agreement shall be effective on September 1, 2016, and shall continue in full force and effect, so long as Railroad's leases of the property from Union Pacific Railroad Co. remains in effect, unless sooner terminated, as provided in section 15 of Exhibit B hereof.

Article 5. INDEXING.

Any five year license fee specified in Article 1, above, shall be adjusted at the beginning of each subsequent five year period based upon the increase or decrease in the All Items Consumer Price Index ("CPI"), as published by the United States government, for the last reported calendar year.

Article 6. DEFAULT.

If Licensee fails to pay any fee on or before the due date, or within thirty (30) days of invoice, whichever comes later, Licensee shall be liable for a late fee of $2.00 per day, or the maximum amount allowed by law, whichever is less. If Licensee neglects or fails to perform or observe any covenant or provision contained herein, including the non-payment of any sums due hereunder, and such default is not corrected within thirty (30) days after written notice, Licensee agrees to be liable to Railroad for the costs and expense, including court costs and expenses and reasonable attorney fees, of correcting such default, collecting such sums due, and/or seeking an order requiring the vacation of the premises.

Article 7. INSURANCE.

Licensee, at Licensee's sole expense, shall procure, and provide Railroad a Certificate(s) of Insurance certifying to the effectiveness of the insurance coverage required by Exhibit C, attached hereto and made a part hereof.

Article 8. CONSTRUCTION; EXPENSES.

Licensee acknowledges that it shall bear any and all costs and expenses associated with any work performed by itself, and/or any third party, and/or any cost or expense incurred by the Railroad relating to this Agreement. In the event any work is to be done on the Premises by a contractor of Licensee, such contractor shall, prior to entering upon the Premises, or beginning any work, sign a right of entry agreement with Railroad and provide Railroad with a Certificate of Insurance issued by its insurance carrier providing the coverage required under Exhibit C of this Agreement. All work performed on the Premises shall be performed in strict compliance with the provisions of Exhibit B and Exhibit D of this Agreement, and in a manner reasonably satisfactory to the Railroad's Vice President of Transportation.

Article 9. NOTICE.

Any notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, or by a reputable national overnight courier service offering proof of delivery (such as FEDEX or UPS), to the parties at the following addresses:

To Railroad:
Fort Smith Railroad Co.
1318 S. Johanson Road
Peoria, IL 61607
Attn: Right of Way Agent

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

or at such other address as the respective parties may from time to time give written notice of. Notices shall be effective five business days after mailing, or one business day after dispatch by courier.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first written above.

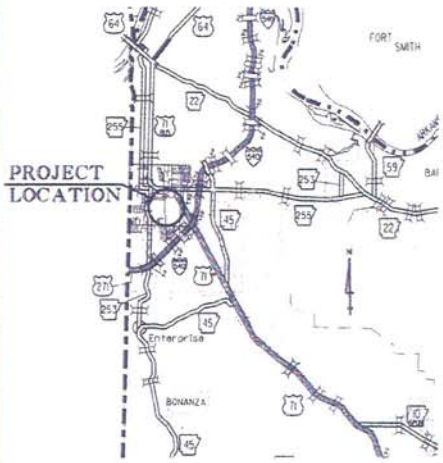
_____	_____ (Railroad)
By: _____	By: _____
Name:	Name:
Its:	Its:
Witnessed by:	Witnessed by:
_____	_____
Name:	Name:

REVISION NO.	DATE	DESCRIPTION

JENNY LIND RD. / INGERSOLL AVE.	SHEET NO.	TOTAL SHEETS
CFS JOB NO. 07-01-A AHTD JOB NO. 040471 CTA JOB NO. 071014-01	1	460
JENNY LIND RD. / INGERSOLL AVE. (FT. SMITH)		

CITY OF FORT SMITH, ARKANSAS
CONSTRUCTION PLANS

JENNY LIND RD. & INGERSOLL AVE. WIDENING (FORT SMITH) (S)



VICINITY MAP

SEBASTIAN COUNTY

FED. AID PROJ. SECT-9150(17), HPP2-3204(1) & HPP2-3753(1)

AHTD JOB 040471
CFS JOB 07-01-A

ARKANSAS HIGHWAY DIST. 4

• DESIGN TRAFFIC DATA •

	JENNY LIND RD.	INGERSOLL AVE.
DESIGN YEAR	2030	2030
2010 ADT	10,600	5,300
2030 ADT	16,400	8,700
2030 DHV	1,800	960
DIRECTIONAL DISTRIBUTION	0.60	0.60
TRUCKS (DURING DHV)	7%	5%
DESIGN SPEED	40 MPH	35 MPH

STA. 72+63.08
JENNY LIND RD.
END JOB 07-01-A

STA. 670+55.00 - US HWY. 71
END JOB 07-01-A

STA. 15+00.00 - McKINLEY AVE.
END JOB 07-01-A
STA. 63+44.23 - INGERSOLL AVE. BACK =
STA. 9+96.77 - McKINLEY AVE. AHEAD
STA. 665+80.68 - US HWY. 71

STA. 661+10.00 - US HWY. 71
BEGIN JOB 07-01-A

STA. 11+86.41
INGERSOLL AVE.
BEGIN JOB 07-01-A

STA. 10+00.00
JENNY LIND RD.
BEGIN JOB 07-01-A

BRIDGE DATA

1 INGERSOLL AVE. OVER MILL CREEK
STA. 53+42.89 - BRIDGE END
CONT. COMP. W-BEAM UNIT SPAN = 172'-0"
TOTAL LENGTH = 175'-0 3/8"
38'-0" CLEAR ROADWAY
STA. 55+57.52 - BRIDGE END

	JOB 07-01-A / 040471		
GROSS LENGTH OF PROJECT:			
JENNY LIND RD.	6263.08	FEET	1.186 MILES
INGERSOLL AVE.	5157.82	FEET	0.977 MILES
MCKINLEY AVE.	503.23	FEET	0.095 MILES
US HWY. 71B	945.00	FEET	0.179 MILES
TOTAL	12869.13	FEET	2.437 MILES
NET LENGTH OF PROJECT:			
NET LENGTH OF ROADWAY	12697.13	FEET	2.404 MILES
NET LENGTH OF BRIDGES	172.00	FEET	0.033 MILES
TOTAL	12869.13	FEET	2.437 MILES

BEGIN JOB
LAT.: N 35° 18' 43.1"
LONG.: W 94° 24' 47.4"

MID JOB (AP-11)
LAT.: N 35° 19' 19.2"
LONG.: W 94° 24' 46.0"

END JOB
LAT.: N 35° 19' 44.0"
LONG.: W 94° 24' 50.8"

1/2 1/4 0 1/4 1/2 1
SCALE IN MILES

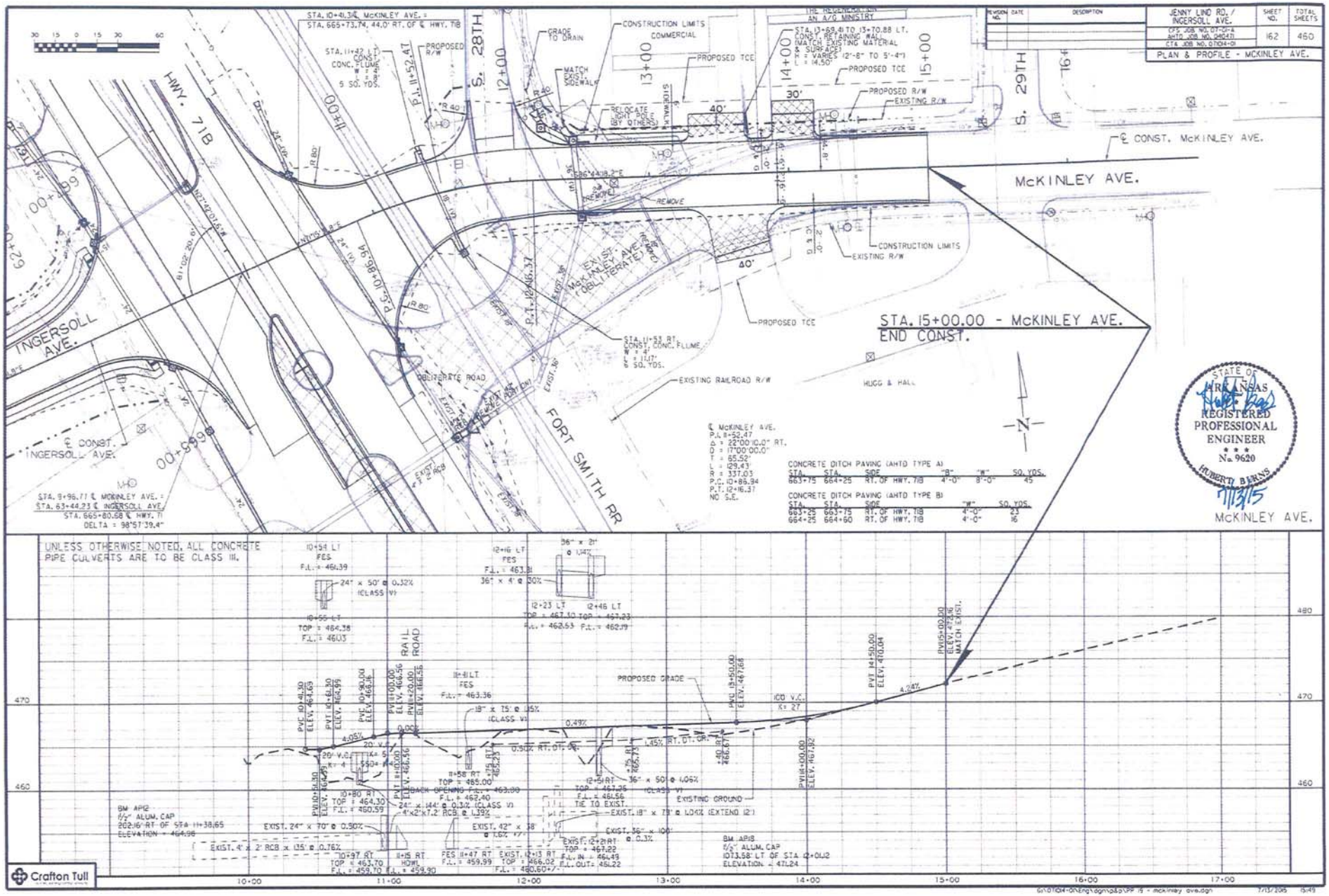
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

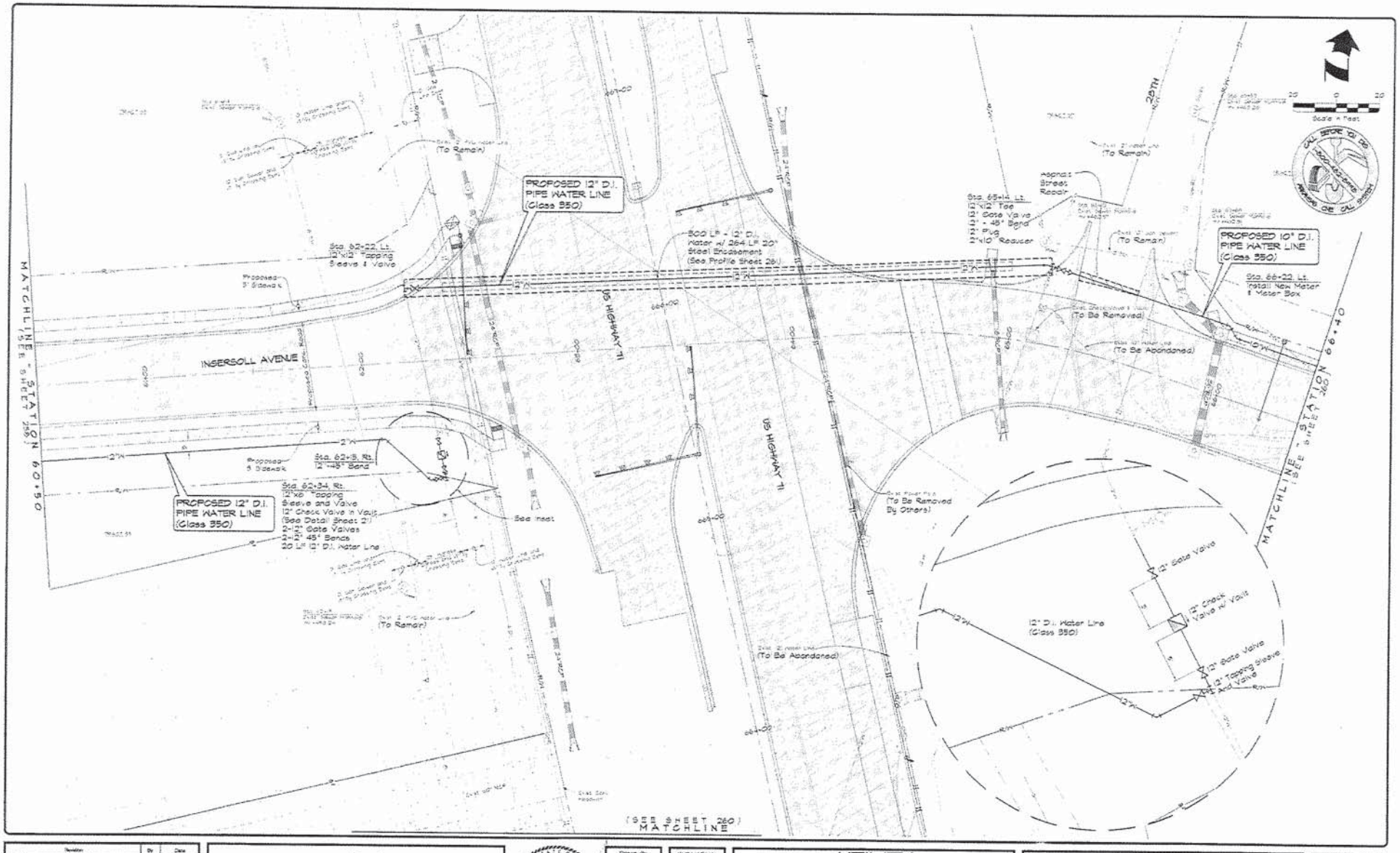
STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9630
HUBERT BURNS
7/13/15

P.E. JOB 040471
NON-PART.

FINAL PLANS
JULY 13, 2015

Crafton Tull


JENNY LIND RD. / INGERSOLL AVE.
SHEET NO. 162
TOTAL SHEETS 460
PLAN & PROFILE - McKINLEY AVE.
STA. 15+00.00 - McKINLEY AVE. END CONST.
McKINLEY AVE.
INGERSOLL AVE.
HWY. 71B
S. 28TH
S. 29TH
FORT SMITH RR
RAIL ROAD
CONSTRUCTION LIMITS
PROPOSED TCE
EXISTING R/W
PROPOSED R/W
EXISTING RAILROAD R/W
HUGG & HALL
UNLESS OTHERWISE NOTED, ALL CONCRETE PIPE CULVERTS ARE TO BE CLASS III.
PROPOSED GRADE
EXISTING GROUND
STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9620
HUBERT BARNS
7/13/15
Crafton Tull



Revision	By	Date

MORRISON SHIPLEY
ENGINEERS • SURVEYORS
P.O. Box 10064 • Fort Smith, AR 72917 • 479.452.1933 • morrisonshipley.com

STATE OF ARKANSAS LICENSED PROFESSIONAL ENGINEER No. 10420 TRUTH ... SERVICE

Drawn By:	Vertical Scale:
DRC	–
Approved By:	Horizontal Scale:
TLB	1"=20'
Date:	Plotting Scale:
7.10.15	1
Project No.:	Drawing Name:
FSE-20	PLAN WS

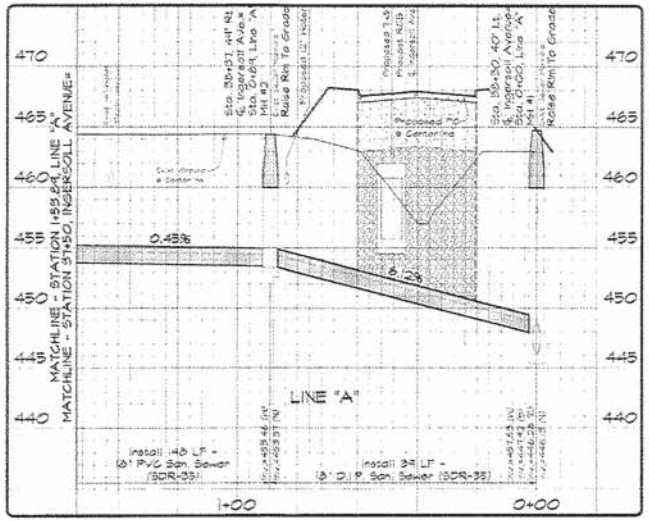
UTILITY IMPROVEMENT PLANS

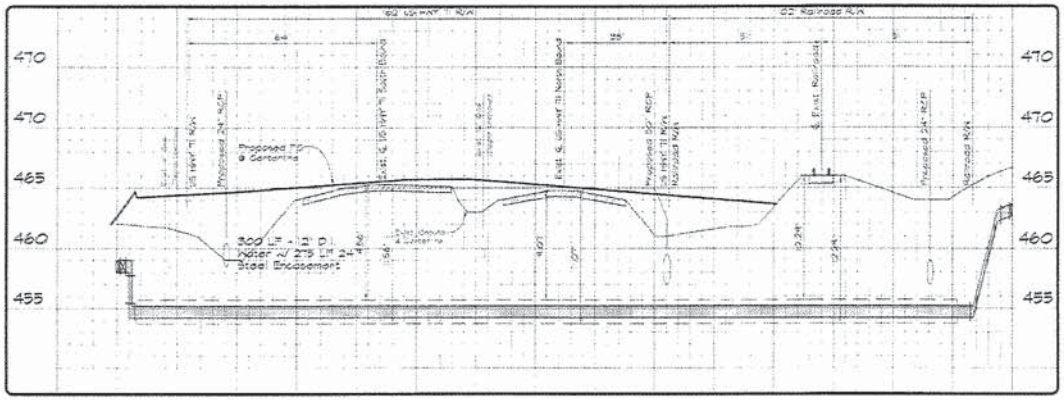
Fort Smith, Sebastian County, Arkansas

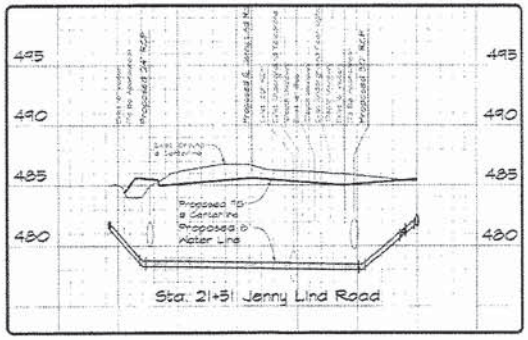
WATER and SANITARY SEWER PLAN
INGERSOLL AVENUE
(STA. 60+50 to STA. 66+40)

Issued for Review - Not For Construction

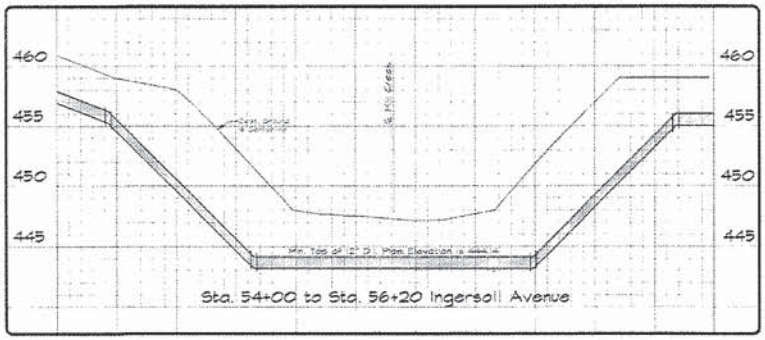
Sheet No.: 259 of 460



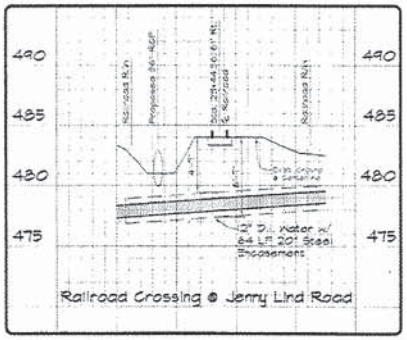




Sta. 21+51 Jenny Lind Road



Sta. 54+00 to Sta. 56+20 Ingersoll Avenue



Railroad Crossing @ Jenny Lind Road

Revision	By	Date

MORRISON SHIPLEY
ENGINEERS • SURVEYORS
P.O. Box 10094 • Fort Smith, AR 72917 • 479.452.1333 • morrisonshipley.com

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 10420
STRATEGIC PLANNING

Drawn By	DRC
Approved By	TLB
Date	7.10.15
Project No.	FSE-20
Vertical Scale	-
Horizontal Scale	1"=20'
Plotting Scale	1
Drawing Name	PLAN WS

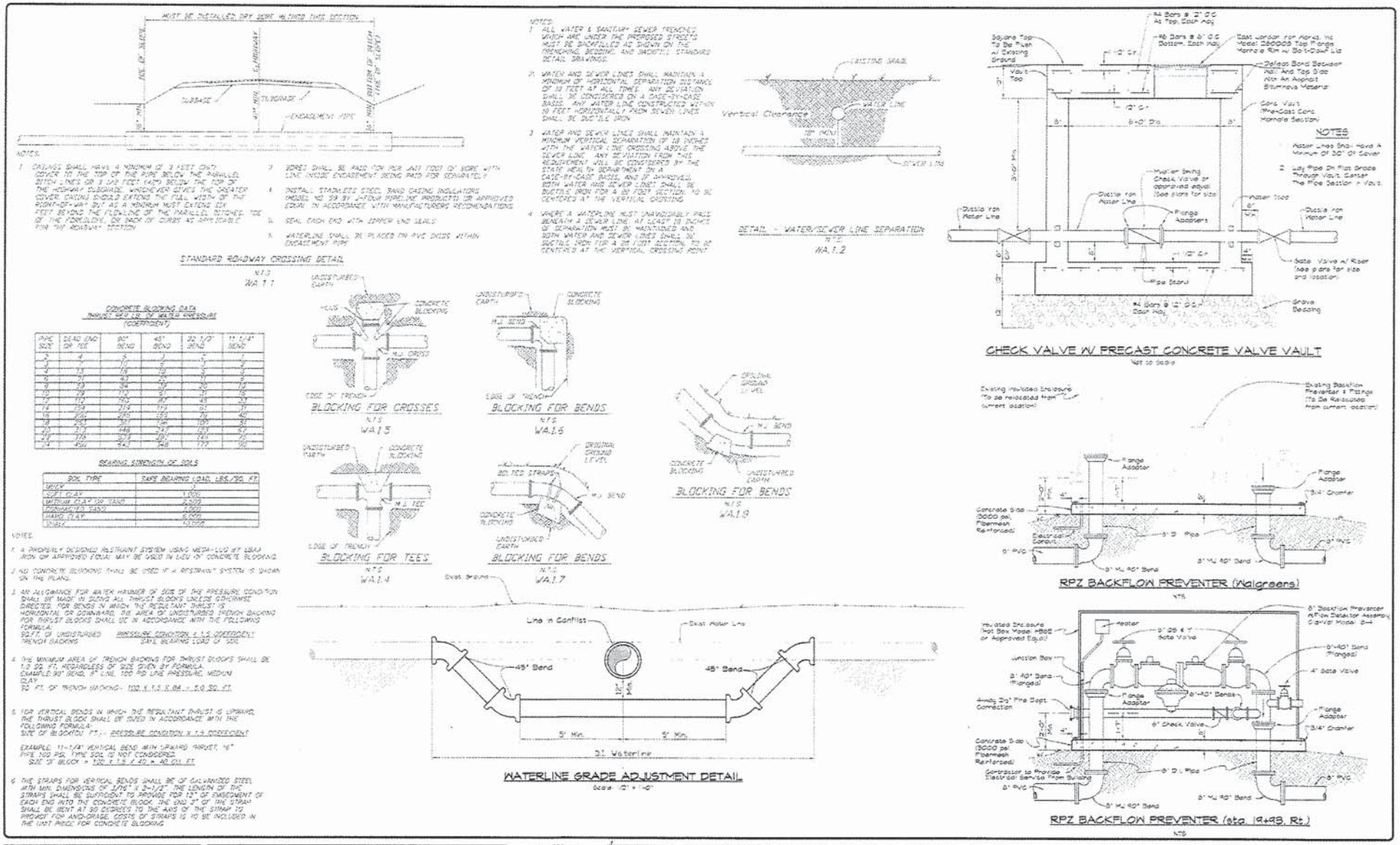
UTILITY IMPROVEMENT PLANS

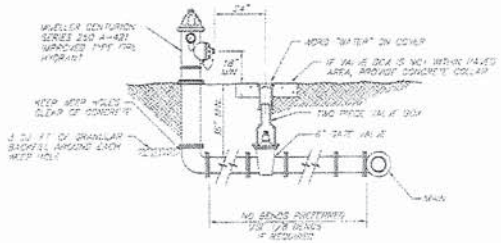
Fort Smith, Sebastian County, Arkansas

LINES "A" PROFILE and WATERLINE LOWERING DETAILS

Issued for Review - Not For Construction

Sheet No. 261 of 460

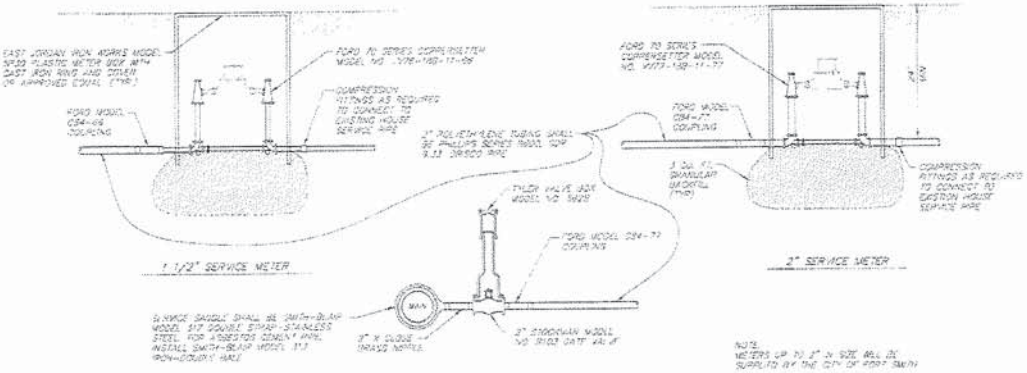

STANDARD ROADWAY CROSSING DETAIL
N.T.S.
WA.1.1
DETAIL - WATER/SEWER LINE SEPARATION
N.T.S.
WA.1.2
CHECK VALVE W/ PRECAST CONCRETE VALVE VAULT
Not to Scale
BLOCKING FOR CROSSES
N.T.S.
WA.1.5
BLOCKING FOR BENDS
N.T.S.
WA.1.6
BLOCKING FOR TEES
N.T.S.
WA.1.4
BLOCKING FOR BENDS
N.T.S.
WA.1.7
BLOCKING FOR BENDS
N.T.S.
WA.1.8
RPZ BACKFLOW PREVENTER (Walgreens)
RPZ BACKFLOW PREVENTER (sta. 19+93, Rt.)
WATERLINE GRADE ADJUSTMENT DETAIL
Scale: 1" = 1'-0"
MORRISON SHIPLEY
ENGINEERS • SURVEYORS
P.O. Box 10064 • Fort Smith, AR 72917 • 479.452.1933 • morrisonshipley.com
ARKANSAS LICENSED PROFESSIONAL ENGINEER
UTILITY IMPROVEMENT PLANS
Fort Smith, Sebastian County, Arkansas
MISCELLANEOUS WATER DETAILS
Issued for Review - Not For Construction
262
460



NOTES:

1. ALL VALVES AND HYDRANTS SHALL BE SET IN TRUE VERTICAL POSITION.
2. FIRE HYDRANT ASSEMBLY INCLUDES HYDRANT, ALL FITTINGS, VALVE, VALVE BOX, PIPE TO MAIN LINE, AND CONCRETE FOR COLLAR AND BLOCKING.
3. ALL PIPE TO BE 6" DUCTILE IRON FROM MAIN TO HYDRANT WITH THRUST OR RESTRAINED MECHANICAL JOINTS.
4. HYDRANT SHALL BE OF THE DRY BARREL TYPE AND SHALL HAVE 2 2-1/2" HOSE NOZZLES AND 1 4-1/2" PUMPER NOZZLE.
5. LATERAL PIPE AND VALVE TO BE INCLUDED IN FIRE HYDRANT BID ITEM.

FIRE HYDRANT ASSEMBLY
N.T.S.
WA.2.1

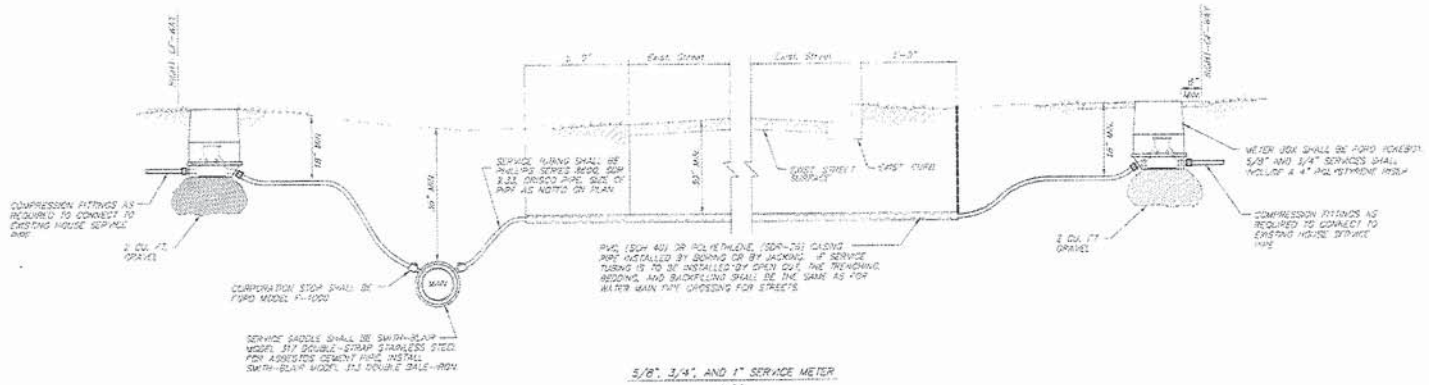


NOTE:
METERS UP TO 2" IN SIZE WILL BE SUPPLIED BY THE CITY OF FORT SMITH

1 1/2" AND 2" SERVICE METER
N.T.S.
WA.2.2

5/8", 3/4", AND 1" SERVICE METER SCHEDULE

SERVICE SIZE	SERVICE SADDLE TAP SIZE	CORPORATION STOP (FORD MODEL NO.)	SERVICE TUBING (PHILLIPS SERIES 9600, SDR 9.33, DR9000 PIPE)	METER BOX (FORD YOKEBOX MODEL NO.)	PVC SDR-35 (CASEMENT PIPE SIZE)
5/8" SERVICE	1"	F-1000-4-G	1"	LFUB 244-95537-02	2"
3/4" SERVICE	1"	F-1000-4-G	1"	244-444-NASPIPE W/ A34 FITTING	2"
1" SERVICE	1"	F-1000-4-G	1"	244-444-NASPIPE	2"



5/8", 3/4", AND 1" SERVICE METER
N.T.S.
WA.2.3

Revision	By	Date

MORRISON SHIPLEY
ENGINEERS • SURVEYORS
P.O. Box 10064 • Fort Smith, AR 72917 • 479.452.1933 • morrisonshipley.com

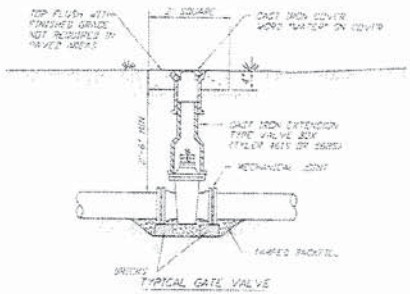
STATE OF ARKANSAS LICENSED PROFESSIONAL ENGINEER No. 10420 DAVID T. BRISENDINE 7/8/16

Drawn By: DRC	Vertical Scale: –
Approved By: TLB	Horizontal Scale: –
Date: 7.10.15	Plotting Scale: 1
Project No.: FSE-20	Drawing Name: INDEX

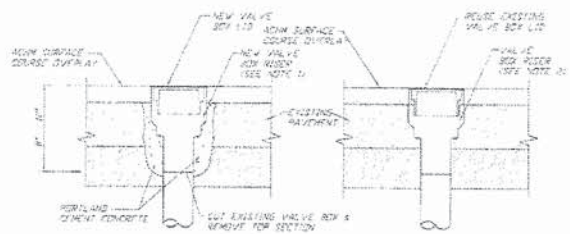
UTILITY IMPROVEMENT PLANS
Fort Smith, Sebastian County, Arkansas

MISCELLANEOUS WATER DETAILS
Issued for Review – Not For Construction

Sheet No. 263 / 460



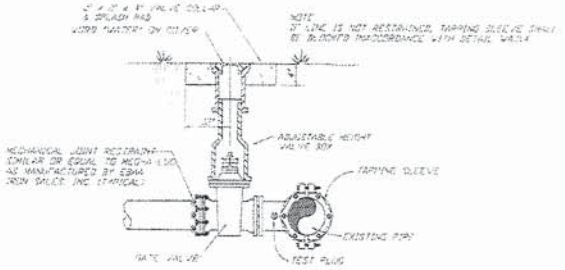
TYPICAL GATE VALVE
N.T.S.
WA.3.2



NOTES

1. VALVE BOX RISER FOR TYPE "A" ADJUSTMENT SHALL BE SLIP TYPE RISER FOR 5-1/4" SHAFT VALVE BOX & SHALL BE SIMILAR AND EQUAL TO TYLER MODEL 68-A. RISER SHALL BE CUT TO LENGTH AS REQUIRED.
2. VALVE BOX RISER FOR TYPE "B" ADJUSTMENT SHALL BE SIMILAR AND EQUAL TO TYLER 2-3/4" RISER FOR 5-1/4" SHAFT VALVE BOXES.
3. VALVE BOX LIDS SHALL BE STANDARD DROP LIDS WITH "WATER" INSCRIBED ON THE TOP.

VALVE BOX ADJUSTMENT
N.T.S.
WA.3.5



TAPPING SLEEVE & VALVE
N.T.S.
WA.3.3

Revision	By	Date

MORRISON SHIPLEY
ENGINEERS • SURVEYORS
P.O. Box 10064 • Fort Smith, AR 72917 • 479.452.1933 • morrisonshipley.com

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 10420
TRAVIS W. ROSENDINE

Drawn By	DRC
Approved By	TLS
Date	7.10.15
Project No.	FSE-20
Vertical Scale	–
Horizontal Scale	–
Plotting Scale	1
Drawing Name	INDEX

UTILITY IMPROVEMENT PLANS
Fort Smith, Sebastian County, Arkansas

MISCELLANEOUS WATER DETAILS
Issued for Review – Not For Construction

Sheet No. 264 of 460

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(A) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify, or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines, and other facilities upon, along, under, or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

(B) This Agreement is subject and subordinate to the Lease Agreement dated July 7, 1991, as amended from time to time, between Railroad and Missouri Pacific Railroad Company (of which Union Pacific Railroad Company is successor in interest). The foregoing grant is also subject to all outstanding superior rights (including those in favor of mortgagees, licensees, and lessees of the Railroad's property, and others), and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(A) The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Railroad's current standards and specifications ("UP Specifications" attached hereto at Exhibit D), except for variances approved in advance in writing by the UP's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Railroad, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance of Way Association ("AREMA") standards and guidelines (collectively "UP Additional Requirements") and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

(B) All work performed on property of the Railroad in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Railroad.

(C) Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Railroad's property, the Licensee shall submit to the Railroad plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Railroad's operations, and shall not proceed with the work until such plans have been approved by the Vice President of Transportation of the Railroad and then only under the supervision of the General Manager or his authorized representative. The Railroad shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline (including flagging, as provided in Tariff FT-FSR-9010), and, in the event the Railroad provides such support, the Licensee shall pay to the Railroad, within thirty (30) days after bills shall have been rendered therefore, all expenses incurred by the Railroad in connection therewith, which expenses shall include all assignable costs.

(D) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

(E) In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work, including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / RAILROAD REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

(A) If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as possible to Railroad before commencing any work. In all other situations, the Licensee shall notify Railroad at least ten (10) days (or such other time as Railroad may allow) in advance of the commencement of any work upon the property of the Railroad in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following representative of Railroad, or his duly authorized representative (hereinafter "Railroad Representative"): Frank May, Right of Way Agent, Fort Smith Railroad Co., 1318 S. Johanson Road, Peoria, Illinois 61607 (309) 697-1400, fmay@pioneer-railcorp.com.

(B) Licensee, at its expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad "flagger" or other Railroad personnel, or by compliance by Licensee with any requests or recommendations made by the Railroad or Railroad's Representative.

(C) At the request of Railroad, Licensee shall remove from Railroad's property any employee who fails to conform to the instructions of the Railroad's flagger in connection with the work on Railroad's property. Licensee shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

(D) The Railroad Representative shall arrange for flagging, in accordance with Tariff FT-FSR-9010, and shall determine whether any other track protection or safety measures may be necessary. Licensee shall pay, or require its contractor to pay, all bills for flagging and other services, within thirty (30) days of receipt of billing. Licensee acknowledges that Railroad's flagger is present to protect the Railroad, not the Licensee's personnel or activities, and any flagging or other measures performed by Railroad shall not relieve Licensee of any responsibilities or liabilities set forth in this Agreement.

(E) Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.

(F) Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job. Prompt notification shall be given to Railroad of any U.S. OSHA reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by Railroad in connection therewith for supervision, flagging, inspection, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

(A) The Licensee herein granted is subject to the needs and requirements of the Railroad in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Railroad's property, as the Railroad may designate, whenever in the furtherance of its needs and requirements, the Railroad, at its sole election, finds such action necessary or desirable.

(B) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on the property of the Railroad in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this Section.

Section 6. NO INTERFERENCE WITH RAILROAD.

(A) The Pipeline and all parts thereof within and outside of the limits of the property of the Railroad shall be designed, constructed and, at all times, maintained, operated, repaired, renewed, and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

(B) Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written consent of Railroad.

(C) No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Railroad.

(D) When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track.

(E) Operations of Railroad and work performed by Railroad's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Railroad shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad's train movements and other activities by Railroad take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF UNDERGROUND FACILITIES.

(A) Fiber optic cables, pipelines, wirelines, and other underground facilities may be buried under the Railroad's property. Protection of such facilities is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Union Pacific Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's property to be used by the Licensee. Licensee shall also contact the appropriate local "one call" system to determine if any other underground facilities are located on Railroad's property. If they are, Licensee will telephone the telecommunications or other company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Railroad's property until such protection or relocation has been accomplished. Licensee shall indemnify and hold Railroad and UP harmless from an against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

(B) IN ADDITION TO THE OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE RAILROAD AND U.P. HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY, AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM, WIRELINE, PIPELINE, OR OTHER UNDERGROUND FACILITY ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY UTILITY, PIPELINE, OR COMMUNICATIONS COMPANY OR OTHER ENTITY OWNING OR OPERATING ANY UNDERGROUND FACILITIES, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY, OR EXPENSES ARE CAUSED BY EITHER (I) THE SOLE, DIRECT AND ACTIVE NEGLIGENCE OF RAILROAD, OR (II) GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT OF THE RAILROAD, AS DETERMINED BY A FINAL JUDGMENT OF A COURT OR ARBITRATOR OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY SHALL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING OUT FROM OR RELATING TO OR IN CONNECTION WITH, IN WHOLE OR IN PART, THE NEGLIGENCE OF RAILROAD OR ANY RELATED PERSON OR ENTITY. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATIONS, UTILITY, PIPELINE COMPANY OR OTHER ENTITY OWNING OR OPERATING UNDERGROUND FACILITIES ON RAILROAD'S PROPERTY, OR A CUSTOMER OR USE OF SERIVCES OF SUCH ENTITY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES

(A) Licensee shall fully pay for all materials joined or affixed to and labor performed upon the Railroad's property in connection with the construction, maintenance, repair, renewal, modification, or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Railroad against and from any and all liens, claims, demands, costs

and expenses of whatsoever nature (including, without limitation, court costs and expenses and attorney's fees) in any way connected with or growing out of such work done, labor performed or materials furnished.

(B) The Licensee shall promptly pay or discharge all taxes, charges, fees and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon the property of the Railroad, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction, maintenance or use of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge, fee or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Railroad, then the Licensee shall pay to the Railroad an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Railroad as compared with the entire value of such property.

Section 9. RESTORATION OF RAILROAD'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the other property of the Railroad in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event, the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to as good a condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, directors, agents, employees, successors and assigns, against and from any and all liability, loss, damages, penalties, fines, claims, demands, costs and expenses of whatsoever nature (including, but not limited to, court costs and expenses and attorneys' fees), which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of, arises from, the moving or disturbance of any property of the Railroad.

Section 10. INDEMNITY.

(A) As used in this Section, "Railroad" includes the Railroad, Union Pacific Railroad Company, and their respective parent(s), subsidiaries, affiliated entities, officers, directors, agents, employees, attorneys, insurers, successors and assigns, and any other railroad company(ies) using the Railroad's property at or near the location of the Licensee's installation and their officers, directors, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, liabilities, penalties, fines, judgments, costs and expenses of whatsoever nature, including, but not limited to, court costs and expenses, attorney fees, and pre-judgment and post-judgment interest, which may result from: (a) injury to or death of persons whomsoever (including Railroad's officers, directors, agents and employees and Licensee's officers, directors, agents and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property and/or Railroad's property, damage to the roadbed, tracks, equipment or other property of the Railroad, or property in its care, custody or control).

(B) AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RAILROAD FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT, INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL, OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT TO THE EXTENT THE LOSS IS CAUSED EITHER BY (I) HE SOLE, DIRECT AND ACTIVE NEGLIGENCE OF THE RAILROAD, OR (II) THE GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT OF THE RAILROAD, AS DETERMINED BY A FINAL JUDGMENT OF A COURT OR ARBITRATOR OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY SHALL

OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM OR RELATING TO OR IN CONNECTION WITH, IN WHOLE OR IN PART, THE NEGLIGENCE OF RAILROAD OR ANY RELATED PERSON OF ENTITY.

(C) Upon written notice from Railroad, Licensee agrees to assume the defense of any lawsuit or proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for any/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions property of the Railroad not occupied by the roadbed and track or tracks of Railroad, and shall restore, to the satisfaction of Railroad, such portions of such property to as good a condition as they were in before the Pipeline was originally constructed. If the Licensee fails to do the forgoing, the Railroad may, but is not obligated to, perform such work of removal and restoration at the cost and expense of Licensee. In the event of the removal by Railroad of the property of Licensee and of the restoration of the Railroad's property as herein provided, Railroad shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Railroad may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed or performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof. No failure or delay on the part of the Railroad in exercising any right, power or remedy hereunder shall preclude any subsequent or further exercise thereof.

Section 13. TERMINATION.

(A) If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Railroad to the Licensee specifying such default, the Railroad may, at its option, forthwith immediately terminate this Agreement by written notice.

(B) Notice of default and notice of termination shall be served as provided in Article 9. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued or liabilities, accrued or otherwise, which may have arisen prior thereto

Section 14. AGREEMENT NOT TO BE ASSIGNED.

(A) Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the prior written consent of Railroad. Any assignment or attempted assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such prior written consent, shall be void and, at the option of Railroad, shall terminate this Agreement. With any request for consent to an assignment, Licensee shall provide Railroad with the name of the proposed assignee and its principals, and the certified financial statement of the proposed assignee.

(B) Notwithstanding the foregoing, Licensee may, without Railroad's consent but with prior written notice to Railroad, assign to: (1) any financially responsible entity controlled by, controlling, or under common control with Licensee; or (2) any entity into or with which Licensee is merged or consolidated or which acquires ownership or control of all or substantially all of the assets of Licensee.

(C) In the case of any assignment Licensee shall provide Railroad: (i) with fully executed counterparts of all agreements pertaining to the assignment, and an assignment and assumption agreement in a form acceptable to Railroad, confirming that assignee has accepted and assumed all obligations of Licensee under this Agreement for the benefit of Railroad; and (iii) the name, address and contact information of the assignee.u

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their officers, directors, employees, agents, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is finally determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Section 17. JURISDICTION.

Licensee acknowledges that Railroad is a common carrier engaged in interstate commerce, and that Railroad and its property are under the jurisdiction of the Surface Transportation Board ("STB") and the Federal Railroad Administration ("FRA"), and that this Agreement shall be construed and performed under the regulations and orders of the STB, FRA, and all other applicable laws, regulations and orders of the United States of America.

Section 18. CONSTRUCTION OF AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, oral or written. No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the parties, and specifying with particularity the nature and extent of such waiver, modification or amendment. Unless otherwise expressly provided or unless the context otherwise requires, words importing the singular number shall mean and include the plural number, and vice versa. The term "including," when used herein shall be construed to mean "including, but not limited to," whether or not the full phrase is used.

END OF EXHIBIT

EXHIBIT C
INSURANCE REQUIREMENTS

(A) Licensee, or Licensee's contractor(s), shall, at its sole expense, procure the following kinds of insurance and provide Railroad a Certificate(s) of Insurance certifying to the effectiveness of such insurance.

(1) General Public Liability, including a Railroad Contractual Endorsement, providing bodily injury, including death, personal injury and property damage with a combined single limit of at least $3,000,000 each occurrence.

(2) Workers' Compensation Insurance (during any period of work) covering the statutory liability as determined by the compensation laws of the State of Arkansas and Employers' liability. Also compliance with all laws of any other state(s) affected by this Agreement, including laws of states which require participation in their state workers' compensation fund.

(3) Automobile Public Liability Insurance providing bodily injury and property damage with a combined single limit of at least $1,000,000. each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, and mobile equipment to the extent it may be excluded from general liability insurance.

(B) Licensee and/or its contractor(s) shall promptly pay when due all premiums for such insurance and shall keep such insurance in force for the life of this Agreement. Such insurance policy(ies) shall contain an endorsement naming Fort Smith Railroad Co., and the Union Pacific Railroad Company ("Lessor"), as an additional insured with respect to all liabilities arising out of Licensee's obligations to Railroad in this Agreement, severability of interests, and shall be endorsed to provide contractual liability with respect to all liabilities assumed by the Licensee under this Agreement, and that coverage shall not be canceled or changed during the term of this Agreement without giving thirty (30) days prior written notice to the Railroad at the address for insurance correspondence specified hereinbelow.

(C) Licensee and its contractors waive their rights to subrogation, as respects the above insurance policy(ies), against Railroad and Lessor, for payments made to or on behalf of employees or agents of Licensee, and for loss of its owned or leased property or property under its care, custody or control while on or near the Premises, or the adjoining Railroad right-of-ways. The insurance provided hereunder shall be primary with respect to any insurance carried by Railroad or Railroad's Lessor.

(D) Licensee WARRANTS that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and endorsements as required herein.

(E) The insurance policy(ies) shall be written by a reputable insurance company acceptable to Railroad. Such insurance company shall be authorized to transact business in the State of Arkansas.

(F) All insurance correspondence shall be directed to: Right of Way Agent, Fort Smith Railroad Co., 1318 S. Johanson Road, Peoria, Illinois 61607, or such other address as Railroad may provide to Licensee.

END OF EXHIBIT.

"EXHIBIT D"
COMMON STANDARD
SPECIFICATION C.S. 1029

SPECIFICATIONS FOR PIPELINES WITH MAXIMUM CASING DIAMETER OF 48 INCHES AND ENCASED GAS TRANSMISSION LINES CROSSING UNDER RAILROAD TRACKS

A. FOR FLAMMABLE SUBSTANCES

1. SCOPE

Pipelines included under these specifications are those installed to carry oil, gas, gasoline, or other flammable or highly volatile substances.

2. INSTALLATION

Pipelines under railroad track and right of way shall be encased in a larger pipe or conduit installed as indicated in Fig. 1.

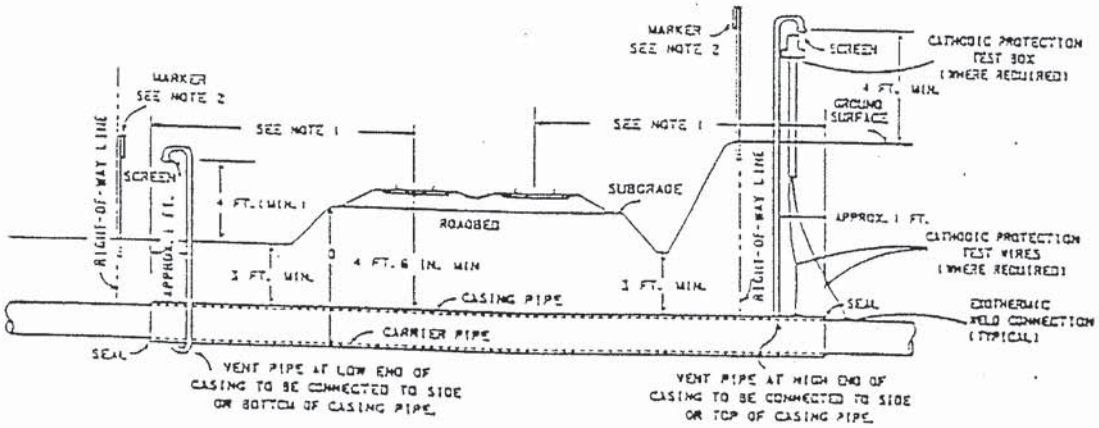


FIGURE 1

The casing pipe or conduit is the essential feature of the plan. Some of the other features as described in following paragraphs are optional in certain cases.

3. CARRIER PIPE

Carrier pipe inside of casing under railroad track and right of way shall be of good construction of steel, wrought iron, cast iron, pure or alloyed iron; and shall be either seamless or substantially welded pipe, with welded coupling, or other "approved" joints. Pipe shall be laid with slack (no tension or compression) in the line. Use of a carrier pipe of material other than the above-mentioned iron or steel must be approved by the Chief Engineer of the Railroad.

4. CASING PIPE

Casing pipe and joints shall be uniformly thick steel construction approved by the Railroad's Chief Engineer and shall be capable in its entirety of withstanding load of railroad roadbed, track and traffic; also shall be constructed so as to prevent leakage of any matter from the casing or conduit throughout its length under track and Railroad right of way.

The casing shall be installed with even bearing throughout its length, and to prevent formation of standing liquids shall slope to one end.

Wall thickness of the casing must be no less than that specified in the attached steel casing pipe wall thickness chart.

Inside diameter of the casing shall be at least 10% larger than the outside diameter of the carrier pipe but no less than 2 inches greater than largest outside diameter of carrier pipe, joints or couplings.

5. CATHODIC PROTECTION

Where cathodic protection is used on the carrier pipe, an above ground test box constructed specifically for this purpose will be provided adjacent to casing vent pipe with test wires attached to casing wall and carrier pipe, as shown in Fig. 1.

6. SEALS AND VENTS

Where ends of casing are below ground, they shall be suitably sealed to outside of carrier pipe against intrusion of foreign material which might prevent ready removal of the carrier pipe. Also, the casing must be properly vented above ground with vent pipes having inside diameter equal to 10% of nominal size of the carrier pipe but no less than 2 inches and extending not less than 4 feet above ground surface. Vent pipe at low end of casing shall be connected with bottom of casing and vent at high end shall be connected with top of casing. Top of vent shall be fitted with down-turned-elbow properly screened.

7. DEPTH OF CASING

The depth from base of railroad rail to top of casing at its closest point shall not be less than 10 feet and on other portions of Railroad right of way where casing is not directly beneath any track the depth from surface of right of way, and from bottom of ditches to top of casing, shall not be less than 7 feet. Where it is not possible to secure the above depths, special construction shall be used as approved by the Railroad's Chief Engineer.

8. LENGTH OF CASING

Casing shall extend at lease 45 feet or 2(D)+20 feet, (where "D" equals depth of the bottom of the casing below Railroad subgrade), whichever is greater, each side from (measured at right angles to) centerline of outside track. The casing is to extend beyond the limit of the Railroad right of way as required to obtain the specified length. If additional tracks are constructed in the future, the casing shall be correspondingly extended at the utility's expense. When a carrier pipe other than iron or steel is allowed, then the pipe must be encased in steel for its entire length on Railroad right of way or that length determined above, whichever is greater.

9. JACKING PITS

Jacking pits shall be a minimum of 30 feet from the centerline of track.

10. SHUT-OFF VALVES

Where warranted by special local conditions as determined by the Railroad Company, accessible emergency shut-off valves shall be installed within effective distances at each side of the crossing.

11. LOCATION

Pipelines shall, where practicable, be located to cross tracks at approximately right angles thereto and said crossing shall not be closer than 50 feet to any portion of any Railroad bridge, building, or other important structure, nor to any switch unless specifically approved by the Chief Engineer.

Pipelines, casing pipe and vent pipes shall be at least 16 feet (vertically) from aerial electric wired and shall be suitably insulated from underground conduits carrying electric wires on Railroad right of way.

12. TOPOGRAPHY

Pipelines carrying extremely high pressure, volatile or highly flammable material shall, where practicable, be located where the ground surface slopes downward away from the railroad tracks. Also, when large capacity pipes are located where the ground surface ascends above the railroad roadbed, there must be sufficient adjacent opening under the tracks to carry off the material in event of rupture.

13. RESTORATION OF RIGHT OF WAY

Upon completion of the pipeline installation work, all rubbish, excess materials, temporary structures and equipment are to be removes and the Railroad's right of way cleaned and restored to the satisfaction of the Railroad's Chief Engineer or his authorized representative. Disturbed areas shall be seeded or otherwise protected to control erosion as specified by the Chief Engineer of the Railroad.

14. APPROVAL OF PLANS

Plans for a proposed pipeline shall be submitted to and meet the approval of the Chief Engineer of the Railroad or his authorized representative before work is begun and all work on Railroad right of way, including the supporting of the track or roadbed, shall be subject to his inspection and direction. All costs incurred shall be borne by the utility.

B. FOR NON-FLAMMABLE SUBSTANCES

1. SCOPE

Pipelines included under these specifications are those installed to carry steam, water or any non-flammable substance which from its nature or pressure might cause damage if escaping on or in the vicinity of Railroad property.

2. INSTALLATION

Pipelines under railroad track and right of way shall be encased in a larger pipe or conduit installed as indicated in Fig. 2.

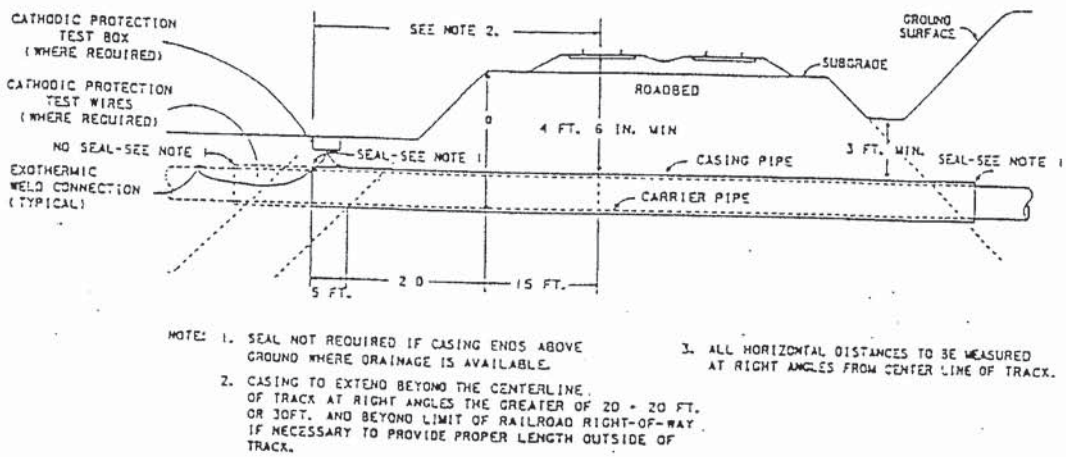


FIGURE 2

3. CARRIER PIPE

Carrier pipe inside the casing under the railroad track and right of way shall be of good construction approved by the Railroad.

4. CASING PIPE

Casing pipe and joints may be of any conduit construction approved by Railroad's Chief Engineer and shall be capable of withstanding the load of railroad roadbed, track and traffic; also shall be constructed so as to prevent leakage of any matter from the casing or conduit throughout its length under track and Railroad right of way. The casing shall be installed so as to prevent the formation of a waterway under the Railroad.

Casing shall be installed with even bearing throughout its length and shall slope to one end.

Wall thickness of the casing must be no less than that specified in the attached steel casing pipe wall thickness chart.

The inside diameter of the casing shall be no less than 2 inches greater than largest outside diameter of carrier pipe, joints or couplings.

5. CATHODIC PROTECTION

Where cathodic protection is used on the carrier pipe, a flush test box constructed specifically for this purpose will be provided with test wires attached to casing wall and carrier pipe, as shown in Fig. 2.

6. SEALS

The ends of the casing shall be suitably sealed to outside of carrier pipe against the intrusion of foreign material, which might prevent ready removal of the carrier pipe.

7. DEPTH OF CASING

The top of the casing pipe shall be below the frost line, and its closest point shall not be less than 4.5 feet below base of railroad rail. On other portions of the Railroad right of way where casing is not directly beneath any track the depth from the surface of the ground and from bottom of ditches to top of casing, shall not be less than 3 feet. Where it is not possible to secure the above depths, special construction shall be used as approved by the Railroad's Chief Engineer.

8. LENGTH OF CASING

Casing shall extend at least 30 feet or 2(D)+20 feet, (where "D" equals depth of the bottom of the casing below Railroad subgrade), whichever is greater, each side from (measured at right angles to) centerline of outside track. The casing is to extend beyond the limit of the Railroad right of way as required to obtain the specified length. If additional tracks are constructed in the future, the casing shall be correspondingly extended at the utility's expense.

9. JACKING PITS

Jacking pits shall be a minimum of 30 feet from the centerline of track.

10. SHUT-OFF VALVES

Where warranted by special local conditions and when mutually agreed to by the Railroad Company and the owner of the pipeline, accessible emergency shut-off valves shall be installed within effective distance at each side of the crossing.

11. LOCATION

Pipelines shall, where practicable, be located to cross tracks at approximately right angles thereto and said crossing shall not be closer than 50 feet to any portion of any Railroad bridge, building, or other important structure.

Pipelines and casing pipe shall be at least 16 feet (vertically) from aerial electric wired and shall be suitable insulated from underground conduits carrying electric wires on Railroad right of way.

12. TOPOGRAPHY

Where practicable, pipelines shall be located where the ground surface slopes downward away from the railroad tracks. Also, when large capacity pipes are located where the ground surface ascends above the railroad roadbed, there must be sufficient adjacent opening under the tracks to carry off the material in event of rupture.

13. RESTORATION OF RIGHT OF WAY

Upon completion of the pipeline installation work, all rubbish, excess materials, temporary structures and equipment are to be removes and the Railroad's right of way cleaned and restored to the satisfaction of the Railroad's Chief Engineer or his authorized representative. Disturbed areas shall be seeded or otherwise protected to control erosion as specified by the Chief Engineer of the Railroad.

14. APPROVAL OF PLANS

Plans for a proposed pipeline shall be submitted to and meet the approval of the Chief Engineer of the Railroad or his authorized representative before work is begun and all work on Railroad right of way, including the supporting of the track or roadbed, shall be subject to his inspection and direction. All costs incurred shall be borne by the utility.

STEEL CASING PIPE WALL THICKNESS CHART

MINIMUM THICKNESS	DIAMETER OF CASING PIPE
1 / 4" (0.250")	12: OR LESS
5 / 16" (0.3125")	OVER 12" – 18"
3 / 8" (0.375")	OVER 18" – 22"
7 / 16" (0.4375")	OVER 22" – 28"
1 / 2" (0.50")	OVER 28" – 34"
9 / 16" (0.5625")	OVER 34" – 42"
5 / 8" (0.625")	OVER 42" – 48"

This chart is only for smooth steel casing pipes with minimum yield strength of 35,000 PSI.

Casing pipes larger than 48" diameter or with any portion deeper than 20' shall be submitted to Chief Engineer of the Railroad for approval.

Office of Chief Engineer
Union Pacific Railroad Company
Omaha, Nebraska

CITY OF FORT SMITH
AND
FORT SMITH RAILROAD CO.

JOINT USE AGREEMENT

This agreement is entered into ___ day of August, 2016, between the City of Fort Smith, hereinafter referred to as the "City" and the Fort Smith Railroad Co., hereinafter referred to as the "Carrier."

This agreement involves the reconstruction, widening, and drainage improvements for McKinley Avenue at its Fort Smith Railroad crossing located east of U.S. Highway 71B in the City of Fort Smith, Sebastian County, Arkansas.

A separate water line agreement is also being executed by the parties as a part of this project.

The City desires that Carrier grant it the right for a joint use area of right-of-way in and to certain parcels of Carrier's property described in Exhibit "A" (2 pages) below for the construction, maintenance, and use thereon of public street and (in said accompanying agreement) public utility water line improvements as described in attached Construction Plan Sheets 24, 38, 161 and 162 and shown in attached Construction Plan Sheet 259. The City shall perform certain work as set forth in the Construction Plan Sheets which are made a part of this Agreement. The City and the Carrier agree to the following upon the terms and conditions set forth:

1. The City has caused to be prepared adequate plans and specifications for the construction of subject project. All work to be performed on or affecting Carrier's right-of-way shall be subject to approval of the Carrier. The Work performed to relocate, replace and widen the surface crossing shall be by a contractor, or subcontractor, approved by the Carrier.

2. The Carrier, solely to the extent of their right, title and interest, without any warranty expressed or implied, hereby grants to the City, its successors and assigns, for the sum of TEN DOLLARS ($10.00), the right to construct, maintain and use the described public street improvements on Carrier's right-of-way being more particularly described as part of the joint use area as shown on the attachments. It is expressly understood that this grant is made subject and subordinate to the right of Carrier, their successors and assigns, lessor(s), lessees and licensees, to maintain, operate and renew on, beneath or above said premises of any telephone, telegraph, power and signal lines and poles, tracks, track fixtures and appurtenances, roadways, pipelines, fiber optic lines, and other facilities of similar or different character as now located thereon, and to construct or install and maintain, operate and renew any or all of said facilities; provided however, that with the exception of any tracks, track fixtures and appurtenances, which Carrier shall have the right to install, construct, maintain, and operate at any and all times, no such facilities shall be constructed or installed on said parcel of land which shall materially interfere

with City's use thereof as a public street. City acknowledges that common carrier rail service is, and shall remain, the primary and dominant use and purpose of the joint use area, and that the entire area is part of the Carrier's facilities, and is subject to the Interstate Commerce Act, as amended, and the rules and regulations of the Federal Railroad Administration.

3. The City agrees to cause any contractor it employs to perform any of the work enumerated in the plans, to agree to the following:

   a. To secure in Carrier's behalf a Railroad Protective Liability Policy insuring against Bodily Injury and Property Damage before entering into construction. The Carrier and Union Pacific Railroad Company ("UP") shall be designated as the Named Insureds in the policy, and the policy shall conform to the Railroad Protective Liability Form approved by the American Association of State Highway and Transportation Officials, the Association of American Railroads, and the Federal Highway Administration. The dollar amounts of coverage of liability under the policy with respect to bodily injury, death and property damage, shall at least meet the minimum requirements of 23 CFR 646.107, 646.109, and 646.111, including a combined amount of $2 million per occurrence with an aggregate limit of $6 million of the term of the policies.

   b. Coverage under the Railroad Protective Liability Policy as set forth in paragraph above, shall be afforded the Carrier until such time as all work required to be performed under the contract is completed and formally accepted by the City.

4. In addition to securing the Railroad Protective Liability Policy, and before entering upon construction of the project, the contractor shall furnish to the Carrier a certificate evidencing that the contractor has secured Liability (including Bodily Injury), Automobile Liability, and Workers' Compensation coverage satisfactory to Carrier, in his own behalf and in behalf of any subcontractor under him covering their operations in the performance of work on the project. However, any subcontractor may in his own behalf secure and furnish to the Carrier satisfactory evidence of insurance covering his individual operations. The total amount of coverage of liability under the policy, with respect to bodily injury, death and property damage, shall be a combined amount $2 million per occurrence, with at least a $5 million aggreagate. There shall not be any "railroad" exclusions for contractor's equipment and/or personnel working on railroad right-of-way. All such policies shall waive subrogation as to Carrier and UP, and, except for the workers' comp coverage, all such policies shall name Carrier and UP as additional insureds.

5. The City or the contractor(s) shall provide to Carrier the original Railroad Protective Liability Policy and one certified copy of all other insurance policies. The insurance specified shall be kept in force until all work required to be performed is satisfactorily completed and accepted in accordance with the contract under which the construction

work is undertaken. Carrier shall be notified at least 30 days in advance of termination of the policy.

6. Fiber optic cable systems or other underground facilities may be buried on the Carrier's property. The City or any contractor performing any part of the work shall telephone the UP at (800) 914-3810 (24-Hour number), and shall take all other prudent precautions to determine if fiber optic cable is buried anywhere on the Carrier's premises within the project termini. If it is, the contractor will telephone the telecommunication company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Carrier's premises. Carrier does NOT represent that it has knowledge of all such facilities buried under its right of way, it being acknowledged by the parties that it is not uncommon for third parties to illegally access railroad property and to install dangerous and unlicensed facilities under the surface.

7. The Carrier's grant herein is limited to its right, title and interest in the premises and no damages shall be recoverable from Carrier because of any dispossession of the City, or because of failure, defect in, or extinction of Carrier's title. City acknowledges that Carrier leases the property from Union Pacific Railroad Company, under a lease agreement which grants Carrier renewal options through July 7, 2071. It is expressly stipulated however, that this permission is granted SOLELY for use as a public street (and associated public utility water line covered in the accompanying agreement referred to hereinabove). The joint use area shall NOT be construed to be a public right of way, and this Agreement shall NOT be construed to convey ANY rights upon ANY third party. If the City, its successors or assigns, shall cease to use the premises, or any part thereof, for said purposes, this grant as to the portion so abandoned, shall terminate at the time such portion is abandoned; whereupon, carrier, its successors and assigns, shall have the same complete title to the land as though this Agreement had never been executed, and such have the right to reenter thereon and to exclude the City therefrom. Carrier specifically reserves the right to grant to any third parties the right to use the joint use area for wirelines, pipelines, and similar facilities, subject to the restrictions in Section 2, above.

8. The City hereby agrees to require that any contractor employed by it to perform any of the work hereunder, including, but not limited to, maintenance, repairs and reconstruction after the completion of the project, shall give one week's advance notice in writing to Carrier's Right of Way Agent or authorized representatives before starting any work whatsoever on the joint use area, or any other part of Carrier's right of way, to provide insurance in accordance with Carrier's then-current insurance practices, and to reimburse Carrier for the expense to the Carrier for flagmen or other protective services or devices deemed necessary by the Carrier during the performance of any of the aforesaid work, in accordance with Flagging Tariff FSR-9010, as amended from time to time; it being understood that post-project maintenance or repair work which does not involve use of Carrier's right of way beyond the actual highway surface shall not require an insurance certificate or flagging; it being further understood that if City personnel are required to

enter upon the Carrier's right of way beyond the highway surface, they shall, except in cases of emergency, be required to provide advance notice, and shall be subject to FT-FSR-9010, as well. City shall, nevertheless, in the interest of safety, provide notice of any such emergency entry as soon as possible, and shall, if they must foul the track, attempt to place some red "flag", flare, or similar warning device(s) on or near the track as soon as possible.

9. The City further agrees to see that any contractor so employed shall keep stored material and equipment at least 20 feet from the nearest rail of Carrier's tracks, and shall cross over said track only at open existing public crossings, or as permitted by Carrier in writing. Contractor shall also comply with Arkansas Code Section 27-51-705. Violation of the provisions of this Section may necessitate a track inspection, which City and/or its contractor(s) shall reimburse Carrier for, under the terms of Carrier's Inspection Tariff FSR-9050.

10. It is acknowledged that Carrier shall receive no benefit from this project, and that it will constitute a continuing burden, hindrance and risk to rail operations, for which the fee specified in Section 2 is inadequate to compensate Carrier. Carrier is entering into this Agreement for the benefit of the public, and not for such compensation. City shall bear all costs and expenses in connection with the construction, maintenance, repair, reconstruction, and any and all modification, revisions, enhancements, relocation, or removal of any part of the highway/drainage project contemplated herein. Before entering the joint use area (or any other portion of Carrier's right of way), City's contractors shall sign Carrier's standard Right of Access Agreement, provide the insurance required herein, and arrange for flagging services, as provided in Carrier's tariff.

11. Except as otherwise specifically provided, neither City, nor its contractor(s) shall cause the view along the railroad tracks to be obstructed, nor shall either place any combustable or explosive materials within the joint use are, or on Carrier's right of way. No structure, temporary or otherwise, shall be constructed within the joint use area, or on Carrier's right of way. Neither the City, nor its contractor(s), shall take any action, or permit any condition to develop, that impedes, obstructs, diverts, or interferes with the drainage of Carrier's tracks, roadbed and property, or causes water to collect upon, back-up upon, or damage said tracks, roadbed or property. City acknowledges that drainage is critical to rail operations, and obstructions can lead to wash outs and derailments. City and/or its contractor(s) shall promptly remove any debris, or excess materials placed on the joint use area in connection with their work. Carrier shall have no duty to supervise any of the work provided for herein, however, Carrier shall have the right to revoke any perons(s) right of access, and suspend any work which Carrier reasonably believes is being performed in such a way as to create an imminent safety hazard.

12. The City shall not assign the Agreement, in whole or in part, or any rights herein granted, without the written consent of the Carrier, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted,

whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Carrier, terminate this agreement. Specifically, except as expressly provided in the following portions of this paragraph, this Agreement shall not be assigned to or inure to the benefit of any third party including public utility companies. Irrespective of the foregoing, the following replacements of existing utility installations, and the continued maintenance and use thereof, are authorized as a part of the work permitted by this Agreement.

A 12" (within a 20" casing) water line for the City of Fort Smith as depicted on the attached Exhibit "D" (Application for pipeline crossing license for the water line and installation of surface panels).

The provision of this indenture shall inure to the benefit of and be binding upon the successors and assigns of Carrier and the assigns of the City. No waiver, modification, or amendment of this Agreement shall be of any force or effect unless it is in writing and signed by authorized officers of the parties.

The individuals signing below warrant that they have full authority to sign on behalf of and bind their respective parties.

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

FORT SMITH RAILROAD CO.

_____

_____

CITY OF FORT SMITH, ARKANSAS

_____
Mayor

Attest:

_____
City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of August, 2016, before me, the undersigned notary public, personally appeared Sandy Sanders and Sherri Gard, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and they acknowledged that they signed the same as the duly authorized agents of the City of Fort Smith, and that the same is the free and voluntary act and deed of the City of Fort Smith, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of August, 2016, before me, the undersigned notary public, personally appeared _____, personally known to me to be the _____ of Fort Smith Railroad Co., and he signed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that he was authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

"EXHIBIT "A"

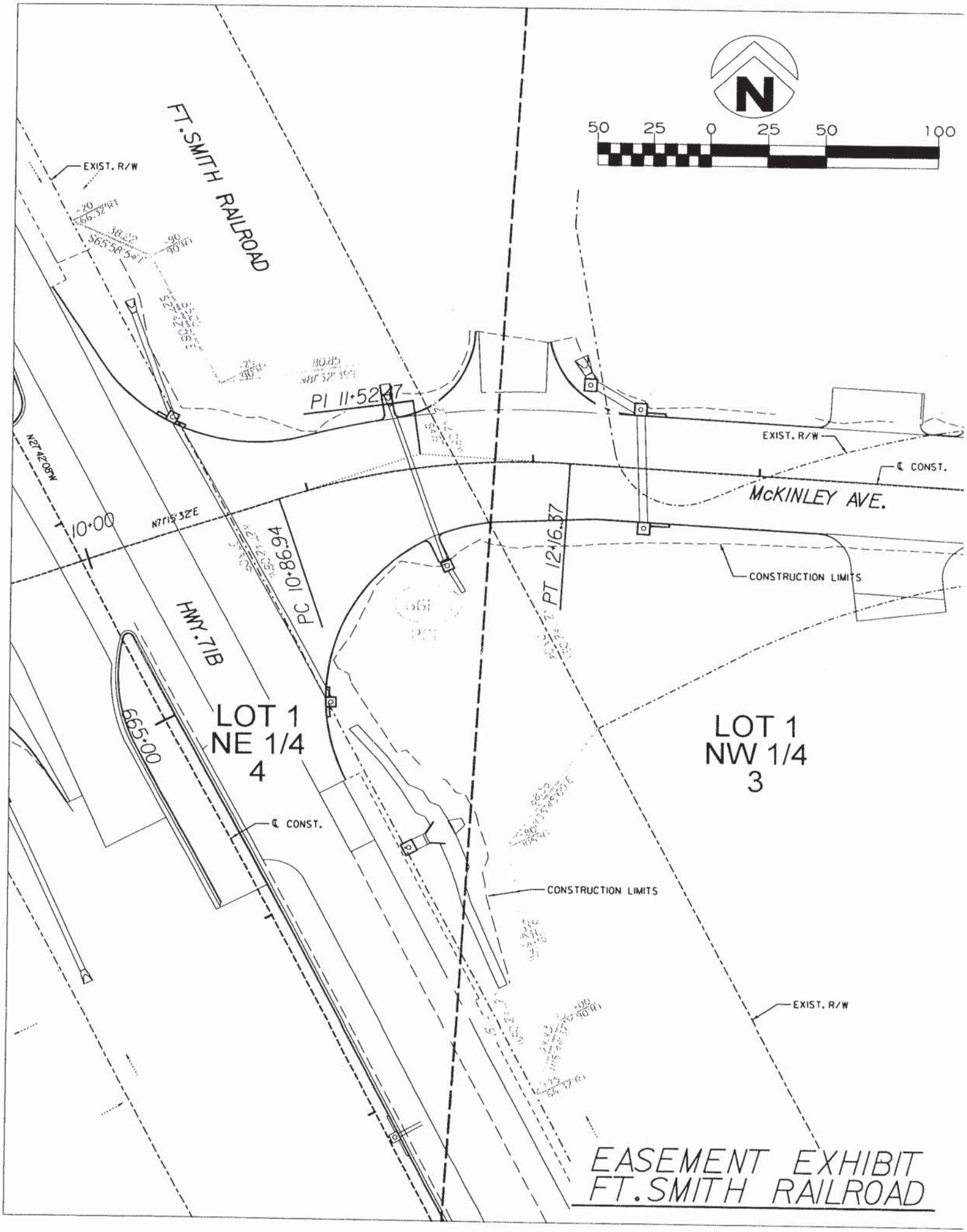
LEGAL DESCRIPTION

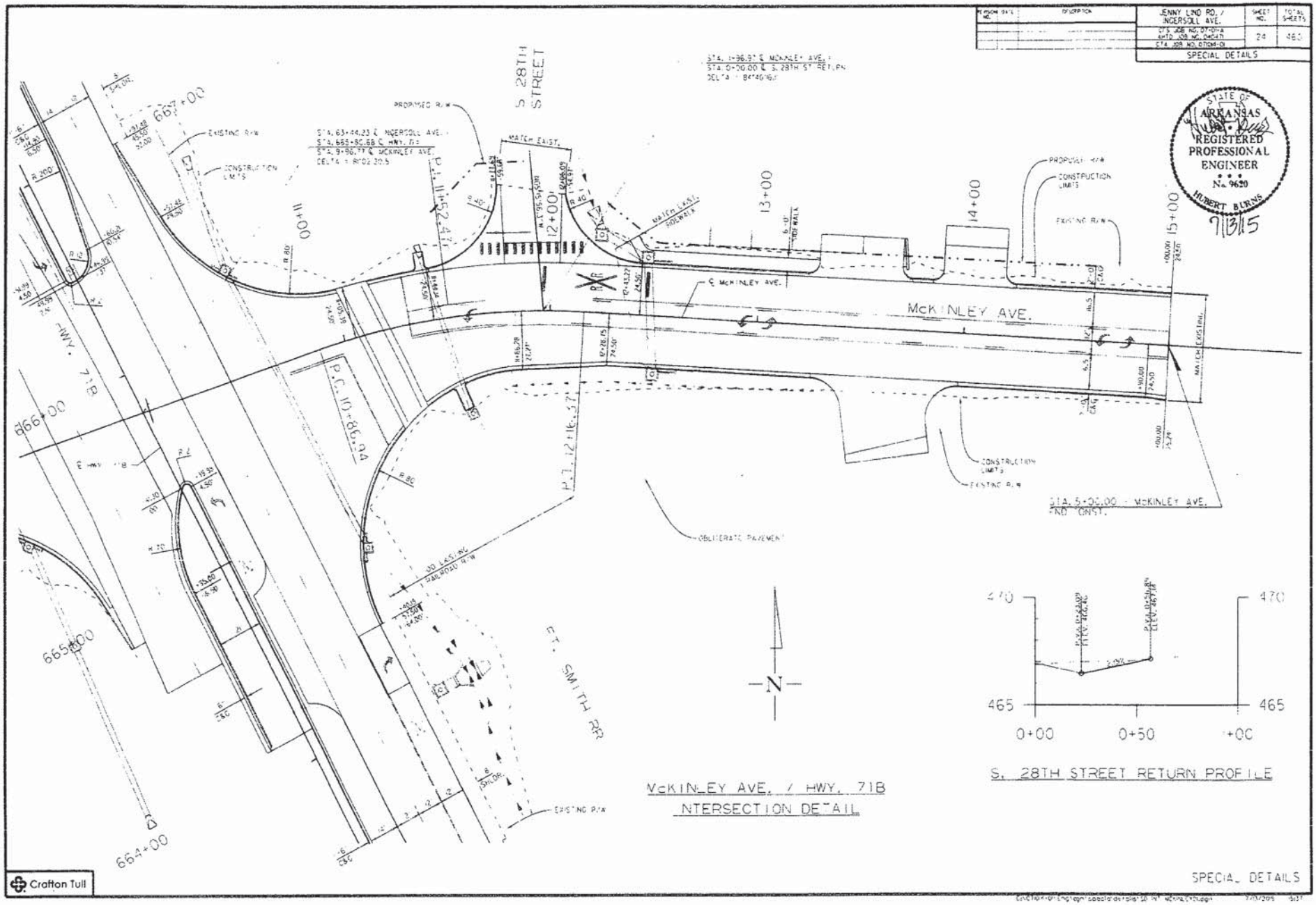
Job 040471
Tract 66E-1

Part of Lot 1 of the Fractional Northeast Quarter and part of Lot 1 of the Fractional Northwest Quarter of Section 4, Township 7 North, Range 32 West, Sebastian County, Arkansas, more particularly described as follows:

Commencing at a railroad spike being used as the Quarter Section Corner of Sections 3 and 4, Township 7 North, Range 32 West; thence North 03°14'53" East a distance of 873.78 feet along the East line of said Section 4 to a point on the Southwest right of way line of existing Fort Smith Railroad for the point of beginning; thence North 27°42'06" West a distance of 373.09 feet along said right of way line to a point; thence South 65°58'53" East a distance of 38.22 feet to a point; thence South 27°42'08" East a distance of 65.00 feet to a point; thence North 81°32'39" East a distance of 80.85 feet to a point on the Northeast right of way line of said existing Fort Smith Railroad; thence South 27°42'06" East a distance of 187.71 feet to a point; thence South 35°45'00" West a distance of 68.56 feet to a point; thence South 17°04'57" East a distance of 81.39 feet to a point; thence South 15°44'37" West a distance of 34.43 feet to a point on the Southwest right of way line of Fort Smith Railroad; thence North 27°42'06" West a distance of 71.91 feet along said right of way line to the point of beginning and containing 0.63 acres, more or less, or 27,229 square feet, more or less, as shown on plans referenced as AHTD Job 040471.

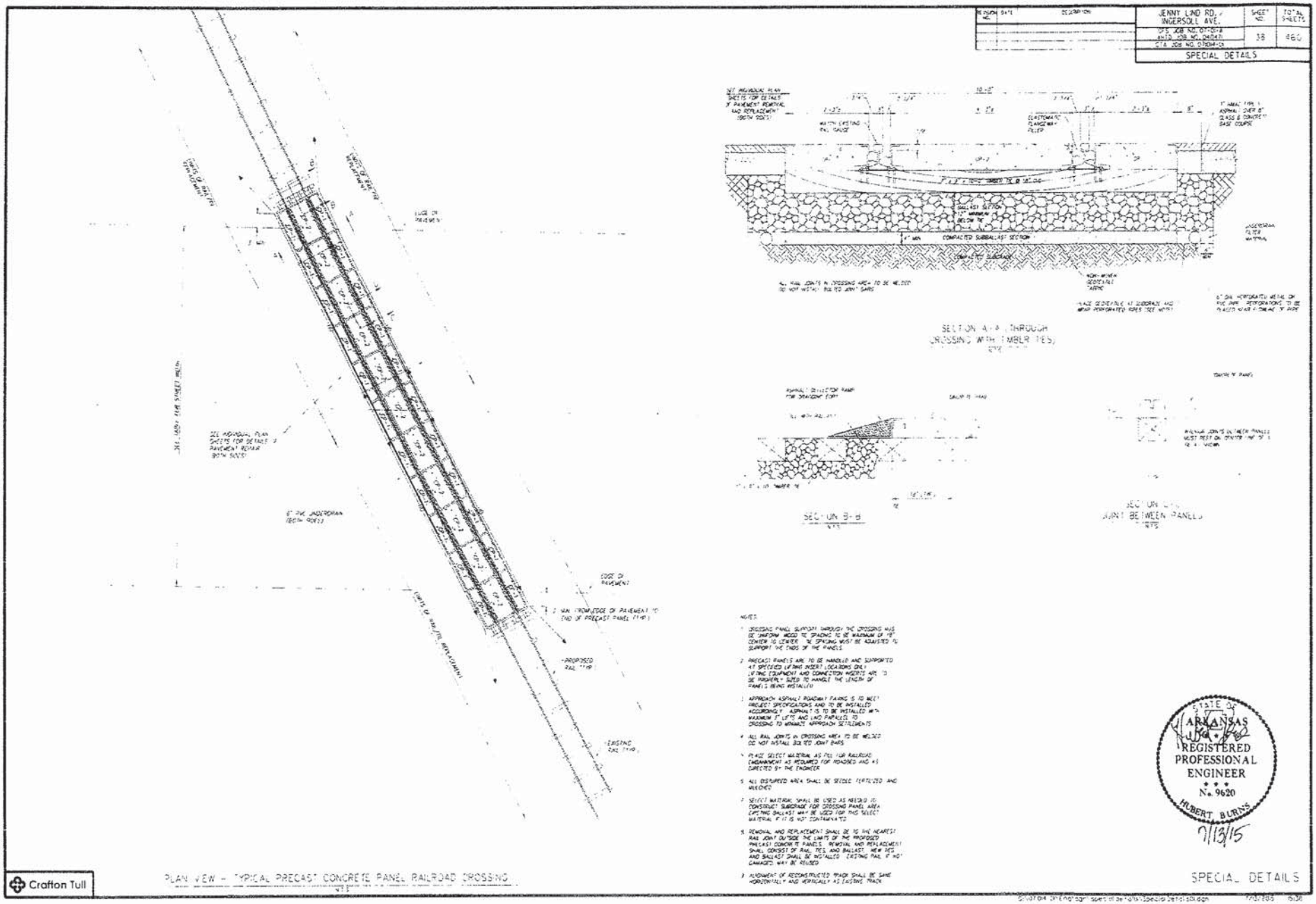
CTA/fls
9/30/15


N
50 25 0 25 50 100
FT. SMITH RAILROAD
EXIST. R/W
PI 11+52.37
EXIST. R/W
℄ CONST.
McKINLEY AVE.
N27°42'08"W
10+00
N71°15'32"E
PC 10+86.94
PT 12+16.37
CONSTRUCTION LIMITS
HWY. 71B
665+00
LOT 1
NE 1/4
4
LOT 1
NW 1/4
3
℄ CONST.
CONSTRUCTION LIMITS
EXIST. R/W
EASEMENT EXHIBIT
FT. SMITH RAILROAD


JENNY LIND RD. / INGERSOLL AVE.
SHEET NO.
TOTAL SHEETS
24
SPECIAL DETAILS
STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9620
HUBERT BURNS
7/3/15
S. 28TH STREET
McKINLEY AVE.
HWY. 71B
FT. SMITH RR
P.C. 10+86.94
P.T. 12+16.37
11+00
12+00
13+00
14+00
15+00
667+00
666+00
665+00
664+00
PROPOSED R/W
EXISTING R/W
CONSTRUCTION LIMITS
MATCH EXIST.
MATCH EXIST. SIDEWALK
℄ McKINLEY AVE.
OBLITERATE PAVEMENT
STA. 5+00.00 - McKINLEY AVE. END CONST.
N
McKINLEY AVE. / HWY. 71B
INTERSECTION DETAIL
S. 28TH STREET RETURN PROFILE
470
465
0+00
0+50
1+00
Crafton Tull
SPECIAL DETAILS

REVISION NO.	DATE	DESCRIPTION

JENNY LIND RD. / INGERSOLL AVE.	SHEET NO.	TOTAL SHEETS
DFS JOB NO. 0710014 ANTD JOB NO. 040471 STA JOB NO. 0180H-03	38	460
SPECIAL DETAILS		



REVISION NO.	DATE	DESCRIPTION

JENNY LIND RD. / INGERSOLL AVE.	SHEET NO.	TOTAL SHEETS
CFS JOB NO. 07-04-1 ARHTD JOB NO. 060467 STA JOB NO. 070041-0	6	460
PLAN & PROFILE - MCKINLEY AVE.		

MCKINLEY AVE
STA. 10+55 CONSTRUCT
CURB INLET ON LT. H = 3.25'
WITH 2-4' EXTENSIONS AND 24" X 50' R.C. PIPE
CULV. (CLASS III) INLET W/ FES ON LT. AT STA. 10+54
WITH 24" X 144' R.C. PIPE CULV. (CLASS III) TO CURB INLET ON RT.
AHTD TYPE MO CURB INLET = 4' DIA.

MCKINLEY AVE
STA. 10+77 IN PLACE
CURB INLET ON LT. H = 4.95'
24" X 91' R.C. PIPE CULVERT OUTLET
REMOVE INLET WITH 20 LIN. FT. OUTLET PIPE AND CONSTRUCT
CURB INLET AT STA. 10+80 ON RT. H = 3.71'
WITH 2-4' EXTENSIONS AND CONNECT TO
EXIST. 24" R.C. PIPE CULVERT TO EXIST. JUNC. BOX
ON RT. @ HWY. 71B
AHTD TYPE MO CURB INLET = 4' DIA.

MCKINLEY AVE
STA. 11+58 CONSTRUCT
AREA INLET ON RT. H = 2.60'
WITH 18" X 75' R.C. PIPE CULVERT (CLASS III)
INLET WITH FES AT STA. 11+41, 35.33' LT.
AND 18" X 12' R.C. PIPE CULVERT OUTLET (CLASS III)
EXTEND EXIST. 18" X 79' R.C. PIPE CULVERT TO EXIST. J.B. ON RT.
TYPE H AREA INLET = 4' X 4'
OPENING ALL SIDES (L x H) = 12' x 0.5'

MCKINLEY AVE
STA. 2+13 IN PLACE
DROP INLET ON RT. H = 4.28'
WITH 42" C.M. OUTLET PIPE TO JUNC. BOX
ON RT. @ HWY. 71B - RETAIN

MCKINLEY AVE
STA. 12+21 IN PLACE
JUNCTION BOX ON RT. H = 6.00'
WITH 15" R.C. AND 36" INLET PIPES FROM NORTH
& 36" R.C. OUTLET PIPE TO S.W. - RETAIN

MCKINLEY AVE
STA. 12+23 CONSTRUCT
JUNCTION BOX ON LT. H = 4.77'
WITH 36" X 91' R.C. PIPE CULVERT INLET
W/ FES ON LT. AT STA. 12+16
WITH 36" X 21' R.C. PIPE CULVERT TO CURB INLET ON LT.
TYPE A JUNCTION BOX = 5' X 5'

MCKINLEY AVE
STA. 12+46 CONSTRUCT
CURB INLET ON LT. H = 5.04'
WITH 8' EXTENSION AND 36" X 50' R.C. PIPE
CULV. (CLASS III) TO CURB INLET ON RT.
TYPE A CURB INLET = 5' X 5'

MCKINLEY AVE
STA. 12+53 IN PLACE
CURB INLET ON RT. H = 5.04'
36" X 105' R.C. PIPE CULVERT OUTLET
REMOVE INLET WITH 4 LIN. FT. OF 36" OUTLET PIPE AND
CONSTRUCT CURB INLET AT STA. 12+51 ON RT. H = 5.69'
WITH 8' EXTENSION AND CONNECT TO EXIST. 36" R.C.
PIPE CULVERT TO JUNC. BOX ON RT.
TYPE A CURB INLET = 5' X 5'

MCKINLEY AVE
STA. 12+31 IN PLACE
CURB INLET ON RT.
WITH 24" X 35' OUTLET PIPE - REMOVE

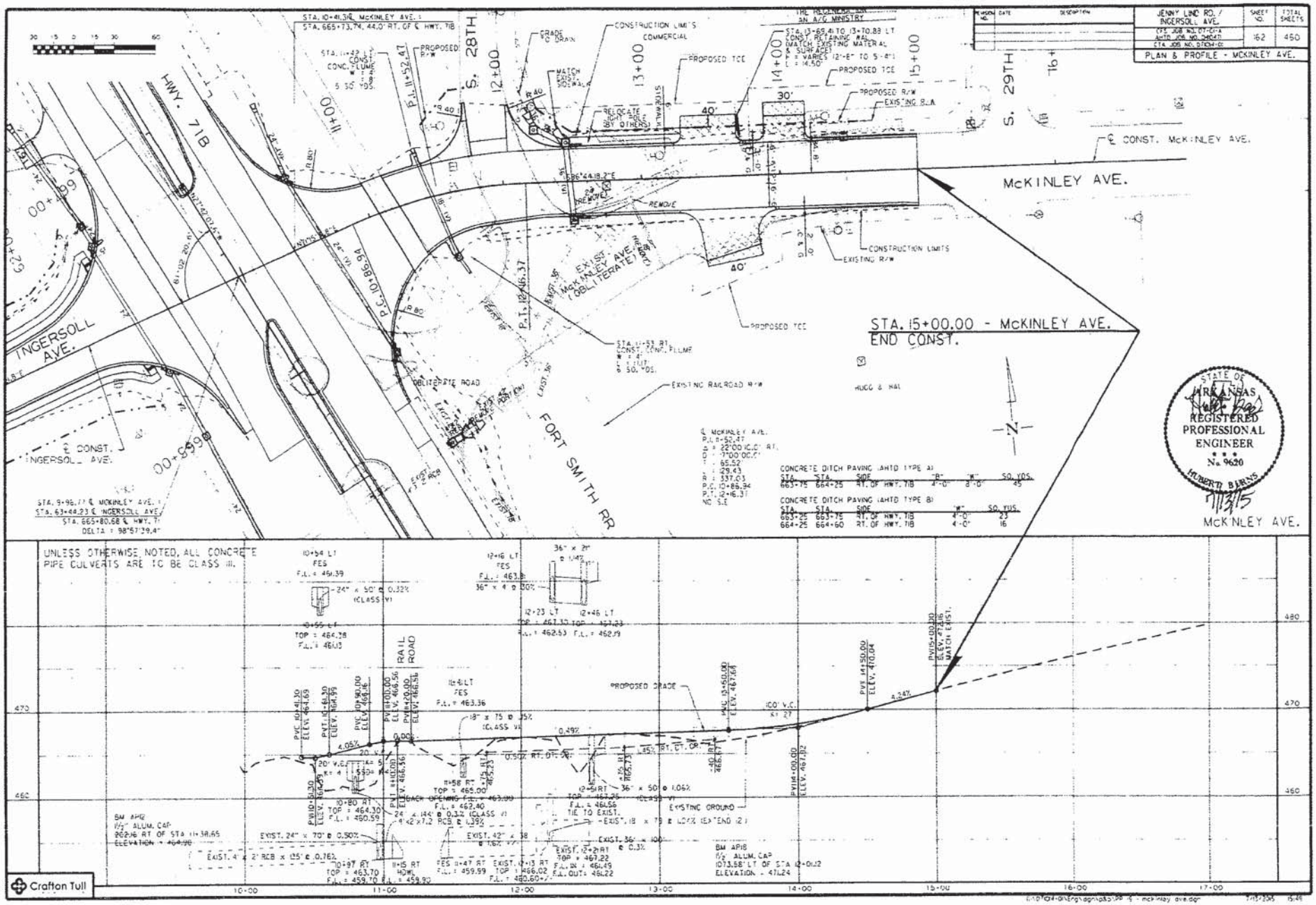
MCKINLEY AVE
STA. 13+15 IN PLACE
CURB INLET ON RT.
WITH 15" X 50' OUTLET PIPE - REMOVE

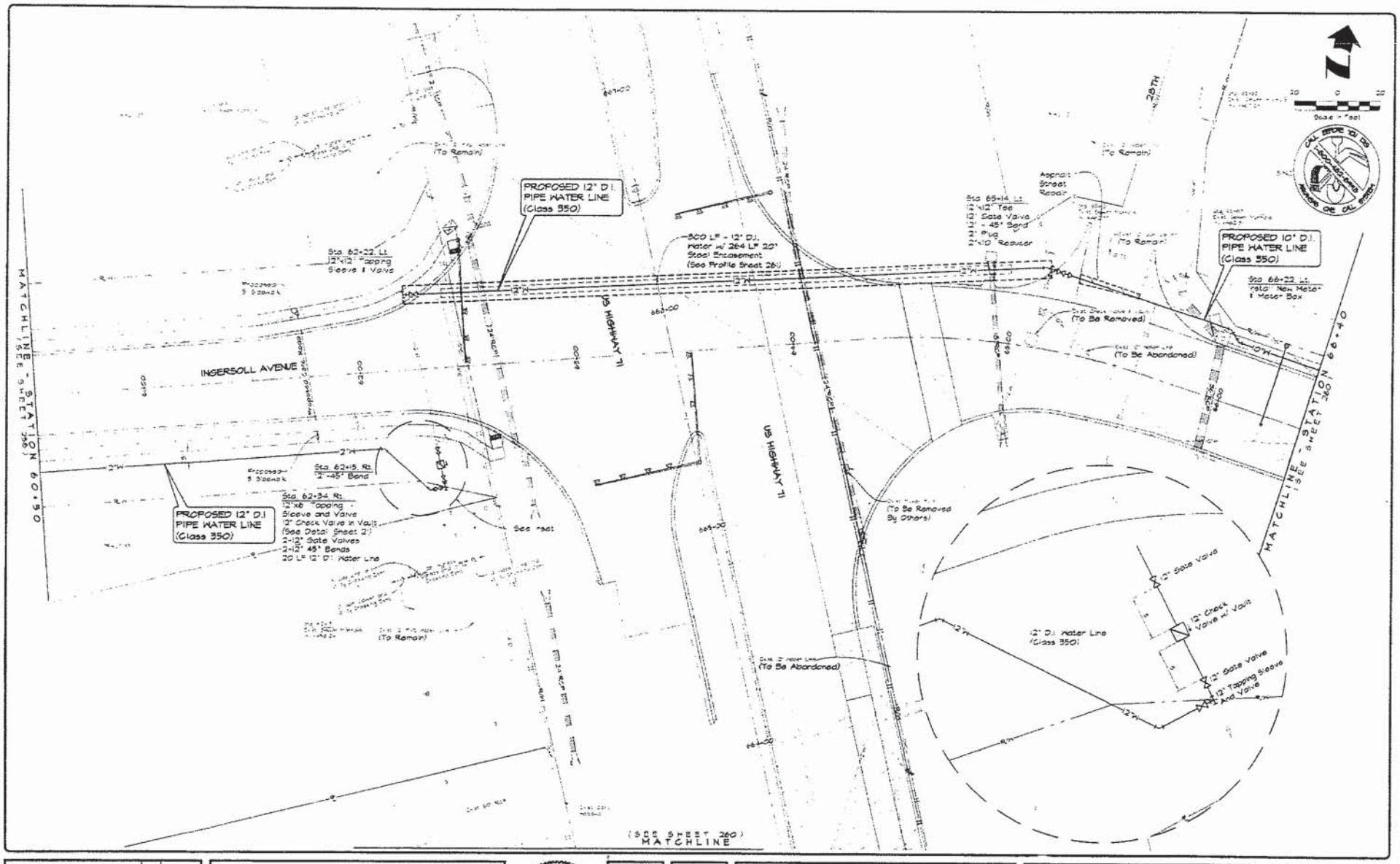
STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
N. 9620
HUBERT BURNS
7/13/15

UNLESS OTHERWISE NOTED, ALL CONCRETE PIPE CULVERTS ARE TO BE CLASS III.

Cratton Tull

McKINLEY AVE.
NOTES SHEET 1 OF 1


JENNY LIND RD. / INGERSOLL AVE.
SHEET NO. 162
TOTAL SHEETS 450
PLAN & PROFILE - McKINLEY AVE.
HWY. 71B
S. 28TH
S. 29TH
INGERSOLL AVE.
McKINLEY AVE.
FORT SMITH RR
STA. 15+00.00 - McKINLEY AVE.
END CONST.
UNLESS OTHERWISE NOTED, ALL CONCRETE PIPE CULVERTS ARE TO BE CLASS III.
STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9620
Crafton Tull



Revision	By	Date

MORRISON SHIPLEY
ENGINEERS • SURVEYORS
P.O. Box 13064 • Fort Smith, AR 72917 • 479.452.1933 • morrisonshipley.com

STATE OF ARKANSAS LICENSED PROFESSIONAL ENGINEER 10420

Drawn By:	DRC
Approved By:	TLB
Date:	7.10.15
Project No:	FSC-20
Vertical Scale:	-
Horizontal Scale:	1" = 20'
Plotting Scale:	1 = 1
Drawing Name:	PLAN WS

UTILITY IMPROVEMENT PLANS

Fort Smith, Sebastian County, Arkansas

WATER and SANITARY SEWER PLAN
INGERSOLL AVENUE
(STA. 60+50 to STA. 66+40)

Issued for Review - Not For Construction

Sheet No. 259 / 460

FORT SMITH RAILROAD CO.
APPLICATION FOR RIGHT OF ENTRY

1. Location of Proposed Entry: Fort Smith, Arkansas

   Mile Post:
   At/Near: Intersection of US Highway 71 & McKinley Ave.

2. Method of Entry: Underground Overhead Grade (Circle One)

3. If Underground, type of bore: Auger bore (20" dia. steel casing)

4. Purpose of Entry: Installation of water line & precast concrete panels

5. Name of Applicant:
   Forsgren, Inc.
   (Legal name to be shown on Document).

6. (a) If a corporation, jurisdiction of incorporation: Arkansas
   (b) If a partnership, name partners; indicate general or limited, and jurisdiction:

   © If other, show type of entity and jurisdiction:

7. Give address, telephone number and fax number for Notices. Include contact person or position to be addressed to. If address is a P.O. Box, also include street address.
   Mail: P.O. Box 368, Fort Smith, AR 72902
   Physical: 3000 N. 23rd St., Fort Smith, AR 72904

8. If entry is to be made by any entity other than the Permittee list all such other entities:
   Precision Boring, LLC will install the bored steel casing
   Trac-Work, Inc. will install the precast concrete panels

9. When do you expect to enter upon Railroad's Property?
   May 1, 2016 (Please allow 30 days).

10. When do you expect to complete? May 1, 2018 (Work will not be continuous)

Exhibit "D"

11. Are there any other facilities at this location which will be affected by this entry?

[χ] No [ ] Yes. Describe all such other facilities and give any information you have relevant to those facilities (ie. railroad license agreement number covering, parties, or date of such agreement):

_____

_____

12. Will you require any track work? Yes [ ] No [X]

If yes, all track work will be performed by Railroad personnel. Please describe required work fully:

_____

_____

13. Additional information pertinent to this Request:
Precision Boring, LLC and Trac-Work, Inc. are subcontractors to Forsgren, Inc. on this project. Forsgren, Inc. is the general contractor and will install the waterline in the casing.

Please fill out this Application completely, attach your workprint (which will be identified as "Exhibit A") and area map, and return to: Fort Smith Railroad Co., 1318 S. Johanson Road, Peoria, IL 61607, Attn: Frank May, Right of Way Agent, at least 30 days prior to the date you need the Permit. If you have any questions, please call Frank May, at 309-697-1400; or Fax 309-697-1677.

Permit will be drafted based upon the information provided herein. Inaccurate information may render the Permit invalid. Please review your answers to assure their accuracy.

The Superintendent of Transportation will review all information, and may request additional information regarding your proposed work. The Railroad reserves the right to refuse entry to anyone who proposes to enter the property in, or proceeds to enter the property, without a Permit; uninsured; or for the performance of work which the Railroad deems unsafe or otherwise a threat to the Railroad's operations.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7-30 OF THE FORT SMITH MUNICIPAL CODE REGARDING DONATION OF GRAVE SPACE(S) AND WAIVER OF INTERMENT FEES AT OAK CEMETERY

Whereas, *Sebastian County Sheriff Department Deputy William "Bill" Cooper was killed in the line of duty on Tuesday, August 9, 2016; and,*

Whereas, *Deputy Cooper's family has requested he be interred in Oak Cemetery; and,*

Whereas, *the City of Fort Smith recognizes and honors the sacrifices made by sworn officers of the Fort Smith Police Department, Fort Smith Fire Department and Sebastian County Sheriff's Department, as well as the sacrifices made by their family members;*

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

SECTION 1: Section 7-30 of the Fort Smith Municipal Code is hereby amended to include the following:

(c) *At the discretion of the City Administrator, the City of Fort Smith will donate one grave plot (and waive interment fees) for any Fort Smith sworn Police Officer or Firefighter or sworn officer of the Sebastian County Sheriff's Department who is killed by action of another while on active duty and in the line of duty or who dies from injuries so sustained within 30 days. A second grave plot may be donated for the spouse, a parent or significant other of the deceased if requested by the estate of the deceased.*

Approved as to Form:

_____

Publish one time

SECTION 2: Emergency clause. It is hereby determined that the above provision is necessary to accommodate the families of fallen, sworn officers of the Fort Smith Police Department, Fort Smith Fire Department and Sebastian County Sheriff's Department, who serve and protect the health, safety and welfare of the city of Fort Smith and its inhabitants; therefore, an emergency is declared and this Ordinance shall be in full force and effective immediately upon passage.

PASSED AND APPROVED this ___16th___ day of August, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Carl Geffken, City Administrator

DATE: August 12th, 2016

SUBJECT: Donation of Grave Spaces

The City of Fort Smith recognizes and honors the sacrifices made by sworn officers of the Fort Smith Police Department, Fort Smith Fire Department and Sebastian County Sheriff's Department, as well as the sacrifices made by their family members.

The City of Fort Smith will donate one grave plot (and waive interment fees) for any Fort Smith sworn Police Officer or Firefighter or sworn Officer of the Sebastian County Sheriff's Department who is killed by action of another while on active duty and in the line of duty or who dies from injuries so sustained within 30 days. A second grave plot may be donated for the spouse, a parent or significant other of the deceased if requested by the estate of the deceased.

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

Printed on 100% Recycled Paper