

Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

**Board of Directors**

Ward 1 – Keith Lau

Ward 2 – Andre' Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Pam Weber

At Large Position 6 – Kevin Settle

At Large Position 7 – Philip H. Merry Jr.

**AGENDA**  
**Fort Smith Board of Directors**  
**Regular Meeting**  
**January 15, 2013 ~ 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 6***

**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 JANUARY 3, 2013 REGULAR MEETING AND JANUARY 8, 2013 SPECIAL MEETING**

**ITEMS OF BUSINESS:**

1. Ordinance amending Section 14-27 and adding Section 14-33 to the Fort Smith Municipal Code to authorize urban deer hunts within the city limits under specified conditions ~ *Settle/Lau placed on agenda at the January 8, 2013 study session ~*
2. Ordinance amending Section 2-182 of the Fort Smith Municipal Code regarding professional services ~ *Ordinance tabled at the December 4, 2012 regular meeting; Weber/Settle placed on agenda at the January 8, 2013 study session ~*
3. Ordinance ordering the owners of certain dilapidated and substandard structures to demolish same, authorizing the City Administrator to cause the demolition of such structures to occur, and for other purposes *(4205 Mussett Road)*

4. Ordinance authorizing the Mayor to execute agreements for certain services for inhabitants of the City of Fort Smith
5. Consent Agenda
  - A. Resolution authorizing execution of an agreement for comprehensive planning consultant services with Wallace Roberts & Todd, LLC (\$339,976.00 / *Planning Department / Budgeted – Program 4106-219; Not Budgeted – Unobligated General Fund*) ~ *Settle/Lorenz placed on the agenda at the January 8, 2013 study session ~*
  - B. Resolution authorizing acquisition of real property interests for Jenny Lind Road and Ingersoll Avenue Widening, Project No. 07-01-A (\$186,400.00 / *Engineering Department / Budgeted – Sales Tax Program Fund*)
  - C. Resolution authorizing an aerial services agreement for an aerial survey and photogrammetry services (\$448,325.71 / *Engineering Department / Budgeted – Sales Tax Program Fund*)
  - D. Resolution to accept completion of and authorize final payment for the construction of Garrison Avenue Streetscape, 9<sup>th</sup> Street to 13<sup>th</sup> Street, Project No. 09-90-B (\$21,233.71 / *Engineering Department / Budgeted – Sales Tax Program Fund*)
  - E. Resolution authorizing the agreement between the City of Fort Smith, Arkansas and Mercy Health, a Missouri non-profit corporation as agent for Mercy Health Fort Smith Communities, an Arkansas non-profit corporation, to jointly design, acquire easements, construct, make improvements and fund public drainage improvements and authorizing the Waldron Road Drainage Improvements, Project No. 13-06-D (\$287,500.00 / *Engineering Department / Not Budgeted – Sales Tax Program Fund*)
  - F. Resolution authorizing a temporary extension of the lease agreement with the United States Coast Guard Auxiliary Flotilla 15-5 located at 3802 Grand Avenue
  - G. Resolution authorizing a temporary extension of the City's contract with the Sebastian County Humane Society
  - H. Resolution approving guaranteed maximum price amendment to the General Contractor Construction Manager agreement with Beshears Construction, Inc. (*Fire Station No. 11*) (\$3,115,556.76 / *Fire Department / Budgeted – 2012 Sales Tax Bonds & Sales Tax Program Fund*)

**OFFICIALS FORUM ~ presentation of information requiring no official action**

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

- Mayor
- Directors
- City Administrator

**EXECUTIVE SESSION**

- Appointment: Parking Authority (1) and Sebastian County Regional Solid Waste Management Board (2)

**ADJOURN**

**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 14-27 AND ADDING SECTION 14-33 TO  
THE FORT SMITH MUNICIPAL CODE TO AUTHORIZE URBAN DEER HUNTS  
WITHIN THE CITY LIMITS UNDER SPECIFIED CONDITIONS.**

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**WHEREAS**, the Board of Directors of the City of Fort Smith, Arkansas, has determined that, with the continued growth of the City in and around Chaffee Crossing, an increased deer population has created problems which threaten the health, safety, and general welfare of the citizens and residents of the City of Fort Smith; and,

**WHEREAS**, the Board of Directors of the City of Fort Smith, Arkansas, has determined that allowing the hunting of deer within the City's corporate limits, at specified times, by use of specified archery, will protect the health, safety, and general welfare of the citizens and residents of the City of Fort Smith, Arkansas,

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

**SECTION 1:** Section 14-27(a) of the Fort Smith Municipal Code shall be amended as set forth below: additionally, subsection (e) shall be added as provided below:

(a) It shall be unlawful to discharge any firearm in the city limits, except as provided in subsections (b), (c), (d), and (e).

(e) The chief of police shall have authority to authorize the City's participation in Urban Deer Hunts in partnership with the Arkansas Game and Fish Commission and the Arkansas Bowhunters Association under the Arkansas Game and Fish Commission's protocols as provided in Section 14-33 of the Fort Smith Municipal Code.

**SECTION 2:** The Fort Smith Municipal Code shall be amended to add Section 14-33 which shall read as follows:

The hunting of deer with longbows, recurve bows, or compound bows inside corporate limits of the City shall be allowed during that period of time authorized by the Arkansas Game and Fish Commission for an archery season, subject to the following conditions and restrictions:

(a) Each hunter must be at least sixteen (16) years of age and possess a valid Arkansas big game license.

(b) Each hunter must possess a valid Urban Bowhunting Permit issued by Arkansas Game and Fish Commission.

(c) No hunting inside the city's corporate limits will be allowed or authorized within fifty (50) yards of any residences, houses, public trails, golf courses, parks, utility installations or paved roads.

(d) The City of Fort Smith may identify areas on a map of the city where it is permissible to bow hunt with written permission of the private property owner. If the City identifies such areas, these will be for informational purposes only and the hunter must actually have written permission from the owner of the applicable land that the hunter designates as the area of the intended hunt. Such written permission must be in the hunter's possession at all times while hunting inside the City's corporate limits.

(e) Only longbows, recurve bows or compound bows of at least forty (40) pounds draw weight may be used to hunt deer inside the city's corporate limits. Broadheads must be used and must be at least 7/8ths of an inch in size. Special consideration for the use of crossbows by hunters with disabilities may be approved by the chief of police.

(f) Hunters may hunt only from stands elevated at least ten (10) feet off the ground. Hunting while walking, stalking or from ground blinds is absolutely prohibited. Hunting with dogs is also prohibited.

(g) Except as modified by this ordinance, all Arkansas Game and Fish Commission rules and regulations, including bag limits, will apply.

(h) The first deer harvested by each permitted hunter during the authorized archery season must be a doe.

(i) Permitted hunters are encouraged to donate some of the deer harvested to Arkansas Hunters Feeding the Hungry or other charitable non-profit organizations that assist the hungry or homeless.

(j) If it is reasonable to do so, all harvested deer should be removed during daylight hours.

(k) Each violation of any condition contained in this ordinance shall be deemed a misdemeanor, and upon conviction thereof, punishable by a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00). Any archery equipment or other hunting equipment in possession of the hunter when cited or arrested for a violation of any condition contained in this ordinance shall be seized by law enforcement as evidence and upon conviction shall be subject to forfeiture by the court as contraband.

**SECTION 3:** All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

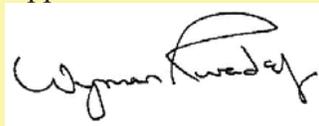
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:



\_\_\_\_\_  
City Attorney  
Publish One Time



**Fort Smith Police Department**  
Kevin Lindsey, Chief of Police

**INTERDEPARTMENTAL MEMORANDUM**

**To:** Ray Gosack City Administrator

**From:** Kevin Lindsey, Chief of Police *Kevin Lindsey*

**Subject:** Ordinance Authorizing Urban Deer Hunts within the City Limits Utilizing Arkansas Game and Fish Commission Protocols

**Date:** January 10, 2013

At the Study Session held on January 8, 2013, the Board of Directors voted to place an Ordinance on the Agenda authorizing urban deer hunts on the Fort Chaffee Redevelopment Authority Chaffee Crossing property and possibly private property provided hunters utilize only selected archery equipment and obtain a special permit through the Arkansas Game and Fish Commission.

**Background**

The Fort Chaffee Redevelopment Authority continues to be productive and growth in the region is exceeding expectations. Commercial and housing development and the I-49 corridor projects underway have created an influx of citizens. With the growth at Chaffee Crossing within the city limits of Fort Smith the method to effectively manage the health of the deer population will need to change. The deer's habitat is shrinking in size, thus creating more deer interaction with the general public and lesser areas to sustain the deer population. A practical and economical way to reduce the deer herd within urban areas and housing developments is by allowing hunting to occur within certain areas of the City of Fort Smith, specifically, by enacting an amended ordinance authorizing Archery Urban Deer Hunts.

In the past the Fort Chaffee Redevelopment Authority in conjunction with Arkansas Game and Fish Commission has sponsored successful Urban Deer Hunts. The Arkansas Game and Fish Commission has established Urban Deer Hunt Protocols and will work with the City of Fort Smith and the Fort Chaffee Redevelopment Authority in implementing such a hunt. Although hunting is usually ruled out as a deer management option within an incorporated city, an Urban Deer Hunt permitted by the City of Fort Smith and regulated by the Arkansas Game and Fish Commission would restrict the weapon type and provide other restrictions to customize the hunt and maintain an acceptable margin of safety.

Staff encourages Board approval of the Ordinance authorizing Archery Urban Deer Hunts as submitted. This will help improve the overall well-being of the deer population and the safety of our citizens. I have attached a strikethrough version of the ordinance amendment and new ordinance addressing urban deer hunts, and information on urban deer hunts from the Arkansas Game and Fish Commission protocols for your review.

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

Arkansas Game and Fish Commission

# Urban Deer Hunt Protocol

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*Purpose:* To provide a framework for municipalities attempting to address urban deer issues, namely human/ deer conflicts, by utilizing archery hunting. This will be accomplished by establishing a partnership between the Arkansas Game and Fish Commission (AGFC), the Arkansas Bowhunters Association (ABA), and the city.

*Time Frame:* All urban deer hunts will open the first Saturday in September and close January 31<sup>st</sup>.

*Operating Rules:* All hunters are required to:

- Pass the International Bowhunter Education Course.
- Attend an urban hunt orientation; after attending the orientation, hunters will be eligible to hunt all the urban deer hunts for that year.
- Pass a shooting proficiency test.
- Pay annual confirmation fee, which includes membership in the ABA for liability insurance purposes.
- Possess a valid Arkansas (resident or nonresident) big game license. Hunters must be at least 16 years of age.
- Possess a valid Urban Bowhunting Permit (issued by AGFC). Permit will be valid for all the urban deer hunts for that year.
- Hunter will be provided a vehicle placard that must be signed by a representative from each municipality that he/she wishes to hunt.
- Display placard in full view on the dashboard of their vehicle and carry the approved permit at all times while hunting.
- Use a longbow, recurve or compound with at least a 40-pound pull and broadheads at least 7/8-inch wide (mechanicals OK); string-locks are not permitted.
- Hunt in designated areas, and if hunting on private property, hunters must possess written permission from the property owner.
- Hunt at least 50 yards from designated trails or parks.
- Hunt at least 50 yards from any occupied dwelling without written permission.
- Keep all bows cased to and from stands.
- Shoot from stands that are at least 10 feet above the ground (no walking, stalking or ground blinds).
- Cover harvested animals from sight before transporting/ moving from the field.
- Remove harvested animals during daylight hours if at all possible.
- Special considerations will be made for disabled hunters in wheelchairs.
- Donate first deer to Arkansas Hunters Feeding the Hungry (a 501C-3 charitable organization).
- Check deer online at [www.agfc.com](http://www.agfc.com) or by telephone toll-free at 866-305-0808.

*Deer Bag Limit:* No bag limit. The first deer taken must be a doe, and must be donated to Arkansas Hunters Feeding the Hungry; all subsequent deer harvested may be either-sex. Deer are considered bonus deer and do not count in the hunter's seasonal bag limit. No antler restrictions.

*Hunter Orientation:* Officials from the AGFC, ABA, and participating municipalities will attend and oversee each hunter orientation. Scheduled activities for each orientation will include: shooting proficiency tests, payment for annual confirmation fee, review of hunt rules, and distribution of permits and dash placards.

**Sec. 14-27. Discharging firearms.**

(a) It shall be unlawful to discharge any firearm in the city limits, except as provided in subsections (b), (c), ~~and (d)~~, and (e).

(b) The chief of police shall have authority to issue permits to individuals, entities, or groups for the discharging of firearms within the city limits for properly supervised public or civic functions. The permit shall contain the following:

- (1) Limitation on the hours of the day during which the discharge of the firearm(s) may take place;
- (2) Specific expiration date; and
- (3) Event location.

(c) The chief of police may issue a special permit to the state game and fish commission for the purpose of conducting an Arkansas Youth Shooting Sports Program (AYSSP) in a specific zone and restricted area or for an event sponsored by the state game and fish commission at the Janet Huckabee River Valley Nature Center. These events may include shooting of shotgun, archery or air rifle only. The permit issued shall contain the following:

- (1) Name of the event;
- (2) Limitation on the hours of the day during which the shooting may take place; and
- (3) Specific expiration date.

(d) The chief of police shall have authority to issue permits for the discharge of firearms, archery equipment, air rifles, air pistols, or paintball guns in an indoor shooting gallery ("shooting gallery" means and includes any place or premises where facilities or devices for target shooting for practice or amusement with any firearm, archery equipment, air rifle, air pistol or paintball gun are provided for the use of any person for a fee, pay or compensation of any kind to be paid, directly or indirectly, by such person) as provided in section 14-30.

(e) The chief of police shall have authority to authorize the City's participation in Urban Deer Hunts in partnership with the Arkansas Game and Fish Commission and the Arkansas Bowhunters Association under the Arkansas Game and Fish Commission's protocols as provided in Section 14-33 of the Fort Smith Municipal Code.

This section shall not apply to active law enforcement officers or active military in the execution of their official duties.

(Code 1976, § 19-21; Ord. No. 62-07, 9-4-07; Ord. No. 21-10, 5-4-10)

**Section 14-33. Urban deer hunts.**

The hunting of deer with longbows, recurve bows, or compound bows inside corporate limits of the City shall be allowed during that period of time authorized by the Arkansas Game and Fish Commission for an archery season, subject to the following conditions and restrictions:

- (a) Each hunter must be at least sixteen (16) years of age and possess a valid Arkansas big game license.
- (b) Each hunter must possess a valid Urban Bowhunting Permit issued by Arkansas Game and Fish Commission.
- (c) No hunting inside the city's corporate limits will be allowed or authorized within fifty (50) yards of any residences, houses, public trails, golf courses, parks, utility installations or paved roads.
- (d) The City of Fort Smith may identify areas on a map of the city where it is permissible to bow hunt with written permission of the private property owner. If the City identifies such areas, these will be for informational purposes only and the hunter must actually have written permission from the owner of the applicable land that the hunter designates as the area of the intended hunt. Such written permission must be in the hunter's possession at all times while hunting inside the City's corporate limits.
- (e) Only longbows, recurve bows or compound bows of at least forty (40) pounds draw weight may be used to hunt deer inside the city's corporate limits. Broadheads must be used and must be at least 7/8ths of an inch in size. Special consideration for the use of crossbows by hunters with disabilities may be approved by the chief of police.
- (f) Hunters may hunt only from stands elevated at least ten (10) feet off the ground. Hunting while walking, stalking or from ground blinds is absolutely prohibited. Hunting with dogs is also prohibited.
- (g) Except as modified by this ordinance, all Arkansas Game and Fish Commission rules and regulations, including bag limits, will apply.
- (h) The first deer harvested by each permitted hunter during the authorized archery season must be a doe.
- (i) Permitted hunters are encouraged to donate some of the deer harvested to Arkansas Hunters Feeding the Hungry or other charitable non-profit organizations that assist the hungry or homeless.
- (j) If it is reasonable to do so, all harvested deer should be removed during daylight hours.
- (k) Each violation of any condition contained in this ordinance shall be deemed a misdemeanor, and upon conviction thereof, punishable by a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00). Any archery equipment or other hunting equipment in possession of the hunter when cited or arrested for a violation of any condition contained in this ordinance shall be seized by law enforcement as evidence and upon conviction shall be subject to forfeiture by the court as contraband.

2.

ORDINANCE NO.  
AN ORDINANCE AMENDING SECTION 2-182 OF THE  
FORT SMITH MUNICIPAL CODE REGARDING PROFESSIONAL SERVICES

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

The first sentence of Section 2-182 (d) of the Fort Smith Municipal Code is hereby amended to read:

In keeping with the A.C.A. title 19, Chapter 11, subchapter 8 (Section 19-11-801 et seq.), it is determined to be the policy of the city that the city shall authorize contracts for external accounting; legal; financial advisory; architectural; consulting; engineering; construction management; land surveying, title search and insurance services; graphic design; advertising and video production services; software and website development services; and land acquisition and appraisal services to be provided to the city on a negotiated basis, and the city shall negotiate contracts for any other professional services when directed by state law.

THIS ORDINANCE ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

APPROVED:

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MAYOR

ATTEST:

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CITY CLERK

Approved as to form:



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Publish One Time



January 9, 2013

## ***MEMORANDUM***

**TO:** Ray Gosack, City Administrator

**FROM :** Kara Bushkuhl, Director of Finance

**SUBJECT:** Procurement of Professional Services

A handwritten signature in blue ink that reads "Kara".

Attached for your consideration is an ordinance amending the list of professional services acquired by using a qualifications-based approach as opposed to a bid process. This item was most recently reviewed at the January 8<sup>th</sup> study session and placed on the Board agenda for January 15<sup>th</sup> for approval.

Should you have any questions, please don't hesitate to contact me.



**SS 3**

## **MEMORANDUM**

January 3, 2013

**TO:** Mayor and Board of Directors

**FROM:** Ray Gosack, City Administrator

**SUBJECT:** Procurement of Professional Services

Last month, the board considered numerous changes to Fort Smith's policies for obtaining goods and services. The changes dealing with amounts (costs) were adopted. However, the board deferred a recommended change to the list of professional services acquired by using a qualifications-based approach (rather than a bidding approach). The recommended change would have added *land acquisition and appraisal services* to the list.

### **BACKGROUND**

Arkansas law (copy attached) provides that certain professional services must be acquired based on the qualifications of interested firms. Cost is considered after the best-qualified firm has been identified and a scope of work has been negotiated with that firm. The cost must be fair and reasonable. This approach gives assurance that quality is a primary consideration in the procurement of these services, and that the cost is sensible.

The types of services for which this state-mandated approach applies are:

Legal	Architectural
Engineering	Construction Management
Financial Advisory	Land Surveying

The city must use the qualifications-based approach when procuring the above-listed services.

The state law gives cities the authority to add other

professional services to this qualifications-based approach if approved by a two-thirds vote of the governing body. Over the years, Fort Smith has added the following services to the qualifications-based procurement procedure.

External Accounting	Consulting
Title Search & Insurance	Graphic Design
Software and	Advertising & Video Production
Website Development	

#### **OPTIONS**

The board may wish to consider the following options:

- 1) Amend the procurement ordinance to add *land acquisition and appraisal services* to the list of professional services to be procured with the qualifications-based approach.
- 2) Amend the procurement ordinance to remove some or all of the professional services added by Fort Smith over the years. If removed, those services would then be procured by a competitive bidding (cost-based) process.
- 3) Make no changes to the professional services procurement ordinance.

#### **RECOMMENDATION**

The staff recommends option 1. The city is best served by procuring professional services following the qualifications-based approach rather than solely on cost. Firms hired by the city to provide land acquisition services are representing the city to private property owners. It's important that we use only firms and personnel who can represent the city with professionalism, respect and courtesy. The qualifications-based approach gives us greater assurance of achieving these requirements.

The same is true with appraisal services. Appraisers typically have contact with property owners. And, appraisers must be able to make confident presentations in court should a property acquisition proceed to trial. For these reasons, the qualifications of land acquisition specialists and appraisers are extremely important to us.

Please contact me if there's any questions or a need for more information.

- Ray

## ARKANSAS LAW

### 19-11-801. Policy -- Definitions.

(a) It is the policy of the State of Arkansas that state agencies shall follow the procedures stated in this section, except that competitive bidding shall not be used for the procurement of legal, architectural, engineering, construction management, and land surveying professional consultant services if:

(1) State agencies not exempt from review and approval of the Arkansas Building Authority shall follow procedures established by the authority for the procurement of architectural, engineering, land surveying, and construction management services; and

(2) Institutions of higher education exempt from review and approval of the authority shall follow procedures established by their governing boards for the procurement of architectural, engineering, land surveying, and construction management professional consultant services.

(b) It is the policy of the State of Arkansas and its political subdivisions that political subdivisions shall follow the procedures stated in this section, except that competitive bidding shall not be used for the procurement of legal, financial advisory, architectural, engineering, construction management, and land surveying professional consultant services.

(c) For purposes of this subchapter, a political subdivision of the state may elect to not use competitive bidding for other professional services not listed in subsection (b) of this section with a two-thirds (2/3) vote of the political subdivision's governing body.

(d) (1) As used in this section, "construction management" means a project delivery method based on an agreement in which a state agency, political subdivision, public school district, or institution of higher education acquires from a construction entity a series of services that include, but are not limited to, design review, scheduling, cost control, value engineering, constructability evaluation, preparation and coordination of bid packages, and construction administration.

(2) "Construction management" includes, but is not limited to:

(A) (i) "Agency construction management", in which a public school district selects a construction manager to serve as an agent for the purpose of providing administration and management services.

(ii) The construction manager shall not hold subcontracts for the project or provide project bonding for the project;

(B) "At-risk construction management", in which the construction entity, after providing agency services during the preconstruction period, serves as the general contractor and the following conditions are met:

(i) The construction manager provides a maximum guaranteed price;

(ii) The public school district holds all trade contracts and purchase orders; and

(iii) The portion of the project not covered by the trade contracts is bonded and guaranteed by the construction manager; and

(C) (i) "General contractor construction management", in which the construction entity, after providing agency services during the preconstruction period, serves as the general contractor.

(ii) The general contractor shall hold all trade contracts and purchase orders and shall bond and guarantee the project.

(e) As used in this subchapter:

(1) "Political subdivision" means counties, school districts, cities of the first class, cities of the second class, and incorporated towns; and

(2) "Other professional services" means professional services not listed in subsection (b) of this section as defined by a political subdivision with a two-thirds (2/3) vote of its governing body.

**19-11-802. Annual statements of qualifications and performance data -- Restrictions on competitive bidding.**

(a) In the procurement of professional services, a state agency or political subdivision which utilizes these services may encourage firms engaged in the lawful practice of these professions to submit annual statements of qualifications and performance data to the political subdivision or may request such information as needed for a particular public project.

(b) The state agency or political subdivision shall evaluate current statements of qualifications and performance data of firms on file or may request such information as needed for a particular public project whenever a project requiring professional services is

proposed.

- (c) (1) The political subdivision shall not use competitive bidding for the procurement of legal, financial advisory, architectural, engineering, construction management, and land surveying professional consulting services.  
  
(2) A political subdivision shall not use competitive bidding for the procurement of other professional services with a two-thirds (2/3) vote of its governing body.
- (d) (1) A public school district that utilizes construction management services shall encourage construction management firms to submit to the school district annual statements of qualifications and performance data or may request such information as needed for a particular public project.  
  
(2) The public school district shall evaluate current statements of qualifications and performance data on file with the school district or when submitted as requested whenever a project requiring professional services of a construction manager is proposed.  
  
(3) The public school district shall not use competitive bidding for the procurement of professional services of a construction manager.

#### **19-11-803. Evaluation of qualifications.**

In evaluating the qualifications of each firm, the state agency or political subdivision shall consider:

- (1) The specialized experience and technical competence of the firm with respect to the type of professional services required;
- (2) The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
- (3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and
- (4) The firm's proximity to and familiarity with the area in which the project is located.

#### **19-11-804. Selection.**

(a) The state agency or political subdivision shall select three (3) qualified firms.

(b) The state agency or political subdivision shall then select the firm considered the best-qualified and capable of performing the desired work and negotiate a contract for the project with the firm selected.

**19-11-805. Negotiation of contracts.**

(a) For the basis of negotiations, the state agency or political subdivisions and the selected firm shall jointly prepare a detailed, written description of the scope of the proposed services.

(b) (1) (A) If the state agency or political subdivision is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated.

(B) The state agency or political subdivision shall then undertake negotiations with another of the qualified firms selected.

(2) (A) If there is a failing of accord with the second firm, negotiations with the firm shall be terminated.

(B) The state agency or political subdivision shall undertake negotiations with the third qualified firm.

(c) If the state agency or political subdivision is unable to negotiate a contract with any of the selected firms, the state agency or political subdivision shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, again compile a list of qualified firms and proceed in accordance with the provisions of this subchapter.

(d) When unable to negotiate a contract for construction management, a public school district shall also perform a reevaluation of services in accordance with subsection (c) of this section.

## FORT SMITH MUNICIPAL CODE

### Section 2-182(d)

1. In keeping with A.C.A., tit. 19, ch. 11, subch. 8 [§ 19-11-801 et seq.], it is determined to be the policy of the city that the city shall authorize contracts for external accounting; legal; financial advisory; architectural; consulting; engineering; construction management; land surveying, title search and insurance services; graphic design, advertising and video production services; and software and website development services to be provided to the city on a negotiated basis, and the city shall negotiate contracts for any other professional services when directed by state law. The following procedure shall apply to the procurement of such contracts:

(1) The term "city administrator" shall refer to the city administrator or the administrator's designated agent. The term "firm" shall refer to any professional person or a firm of professionals.

(2) Such contracts shall be negotiated based on demonstrated competence and qualifications and at fair and reasonable prices.

(3) All contracts providing for total compensation for services and expenses to be supplied to the city of seventy-five thousand dollars (\$75,000.00) or less shall be entered into by the city administrator provided that the board of directors has appropriated, either in the city's annual budget or by other appropriation, the funds from which services shall be paid. All contracts in excess of seventy-five thousand dollars (\$75,000.00) shall be authorized by the board of directors.

(4) The city administrator shall cause to be published in a newspaper having general circulation in the city a notice indicating that the city will receive, for a 15-day period including the date of notice, statements of qualifications and performance data from all firms who provide professional services such as lawyers, architects, engineers or land surveyors or other professional services designated in the notice. Submitted statements of qualifications and performance data shall be utilized in the procurement process for service contracts. On or before the fifteenth day of September of each calendar year, a notice shall be so published indicating that such professionals may submit statements of qualifications and performance data by the fifteenth day of November of the year of publication, which submitted information will be used in the procurement of service contracts by the city during the one-year period commencing with the first calendar day of the year following the year of publication. At any time the city enters into the

procurement of any contract for such professional services, all then current statements of qualification and performance data on file with the city and all additional statements of qualification and performance data obtained by or submitted to the city, whether as a result of a published notice or otherwise, shall be evaluated as a part of the contract procurement process.

(5) From the available statements of qualifications and performance data, the city shall select three (3) qualified firms for consideration with reference to the anticipated issuance of a contract for services. From the three (3) qualified firms, there shall be selected the firm considered the best qualified and capable of performing the desired work. Both in the selection of the three (3) qualified firms and in the selection of the firm considered the best qualified and capable, consideration shall be given to the following factors:

- a. The specialized experience and technical competence of the firm with respect to the type of professional services required.
- b. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.
- c. The past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines.
- d. The firm's proximity to and familiarity with the area in which the project is located.

(6) After the selection of the firm most qualified and capable of performing the desired work, the city administrator shall, jointly with the selected firm, prepare a detailed, written description of the scope of proposed services. Such written description shall be used as the basis for the negotiation of the contract for services. The city administrator shall then enter into negotiations with the selected firm. If the administrator is unable to negotiate a satisfactory contract with such firm, the unsuccessful negotiations shall be terminated and negotiations shall commence with another of the selected qualified firms. If negotiations are again unsuccessful, negotiations shall be conducted with the third qualified firm. If the administrator is unable to negotiate a contract with any of the selected firms, the city administrator shall reevaluate the necessary professional services, including the scope and reasonable fee requirements anticipated by the contract, and, after completing that process, proceed in accordance with the provisions of this division.

(7) If at the time of commencement of procurement of a professional services contract there is available from all sources less than three (3) statements of qualifications and performance data, the procedures outlined above shall take place with reference to the then available statements of qualifications and performance data.

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ORDERING THE OWNERS OF CERTAIN DILAPIDATED AND SUBSTANDARD STRUCTURES TO DEMOLISH SAME, AUTHORIZING THE CITY ADMINISTRATOR TO CAUSE THE DEMOLITION OF SUCH STRUCTURES TO OCCUR, AND FOR OTHER PURPOSES.

---

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

SECTION 1: It is hereby determined by the Board of Directors that the hereinafter described tract of real property, and the improvements located there, are dilapidated, unsafe and otherwise detrimental to the public health and constitute structural, fire and health hazards:

**Street Address: 4205 MUSSETT ROAD - NE 50' X 150' OF LOT 7; HENRY FORT ACRES ADDITION**

SECTION 2: The owners of the tract of real property described in Section 1 are hereby ordered to remove or raze the improvements located on the said tract of property and to remedy the unsightly and unsanitary conditions otherwise located on said tract of real property within thirty (30) days from the date of this ordinance.

SECTION 3: With reference to any tract identified in Section 1 as to which compliance with the direction of Section 2 has not occurred within thirty (30) calendar days from the date of passage of this ordinance, the City Administrator is hereby authorized to execute a contract, based on the bid(s) accepted on the date of this action or at a later date, for the removal or razing of the described improvements on the tract of real property.

SECTION 4: The provisions of this ordinance are hereby declared to be severable to the extent that a decision by any court of competent jurisdiction determining that any portion of this ordinance or any application thereof is unconstitutional, invalid or otherwise illegal shall not affect the constitutionality, validity or legality of the other provisions and/or applications of the ordinance.

SECTION 5: Emergency Clause. It is hereby found and declared by the Board of Directors that the dilapidated, unsanitary condition of the tracts of real property and improvements described herein

constitute an immediate menace to the health, welfare and safety of the citizens of the City so that an emergency is hereby declared and that this ordinance shall be effective from and after the date of its passage.

This Ordinance adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

APPROVED:

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Approved as to form:



\_\_\_\_\_  
Publish One Time



**To:** Ray Gosack, City Administrator  
**From:** Jimmie Deer, Building Official  
**Date:** January 7, 2013  
**Subject:** Unsafe Structures

The following structures have been damaged and/or deteriorated to a condition that has caused the Building Safety Division to post them as unsafe structures. The property and the improvements, thereon are now, and for several months prior hereto, have been dilapidated, unsafe, unsightly, unsanitary, obnoxious and detrimental to the public welfare and are found to be in violation of the Ordinances of the City of Fort Smith.

The property descriptions and owner are:

**4205 Mussett Road** – NE 50' X 150' of Lot 7; Henry Fort Acres

**Owner:** Bill and Iris Bull  
4121 Mussett Rd  
Fort Smith, AR 72904

The owners of these properties have been notified according to the procedures outlined in Section 16-88 of the Fort Smith Municipal Code. The property owners were notified by certified mail and posting the same letters on the buildings. The letter or notice contains information concerning the appeal procedure outlined in Section 16-91 of the Fort Smith Municipal Code. The Code specifies that they must file any appeals within fifteen (15) days from the date of service. The owner(s) of the subject properties did not file an appeal within the fifteen (15) day period nor have they requested an appeal hearing since that deadline has passed.

**4205 Mussett Road** – The structure burnt on May 9, 2012 and the water service has been disconnected since November 22, 2010. Staff has been working since the structure burnt in May with the owners on getting the structure repaired or demolished to no avail. I have spoken to the owner twice but they have failed to take care of the condition of the structure due to sickness and finances. Due to the condition of the structure the property was posted and unsafe notices were sent out on December 6, 2012 and the owners signed for the letters on December 7, 2012. As of today the owners have taken no action to obtain permits to repair or demolish the structure.

Therefore, I am recommending this matter be referred to the Board of Directors for their review. An Ordinance will be prepared that will order the property owners to demolish or repair the buildings within thirty (30) calendar days and if such work has not occurred, the staff will be authorized to have the structures removed.

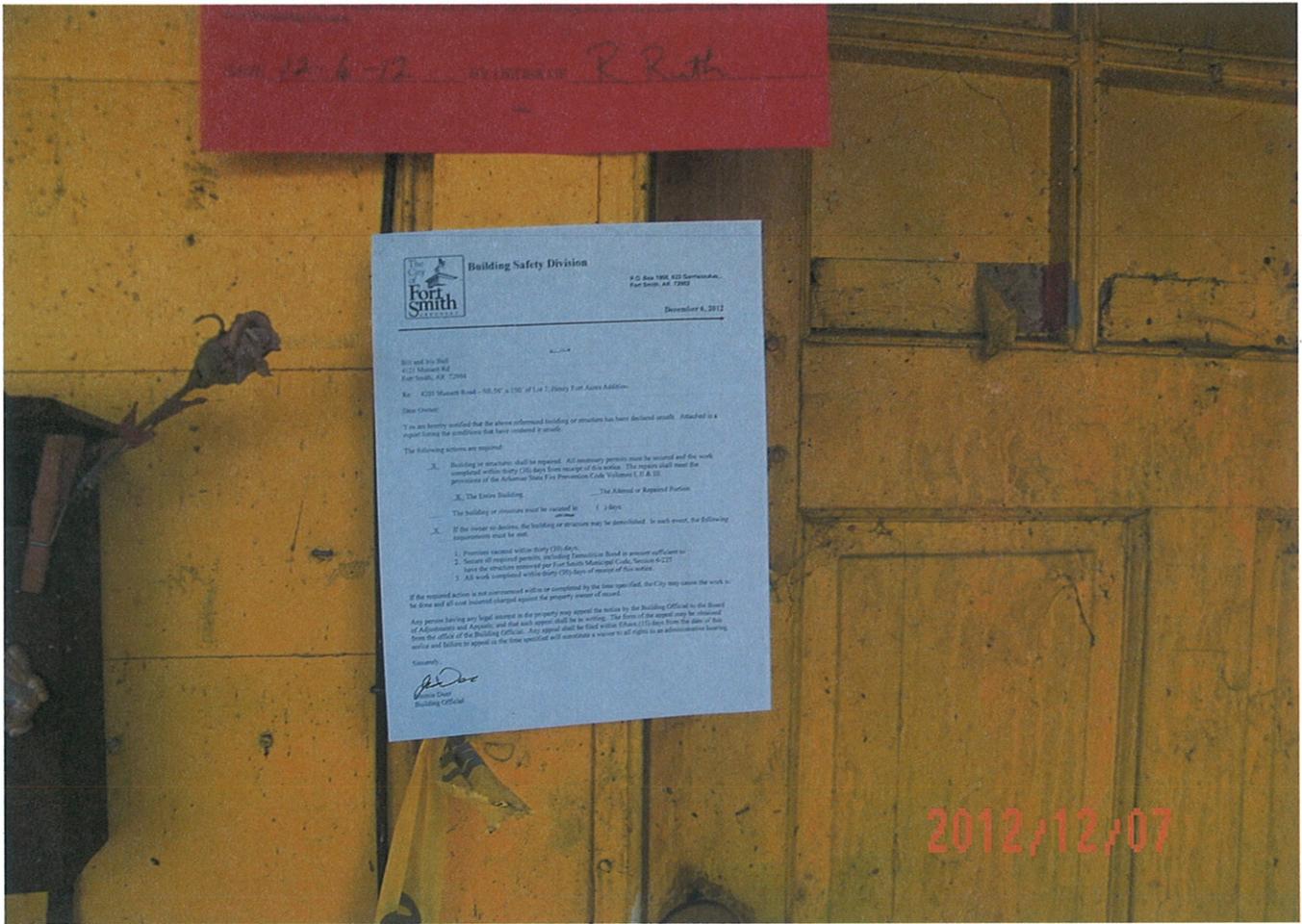
Please contact me if you have any questions or if we need to discuss this matter in more detail.





4205 Mussett Road

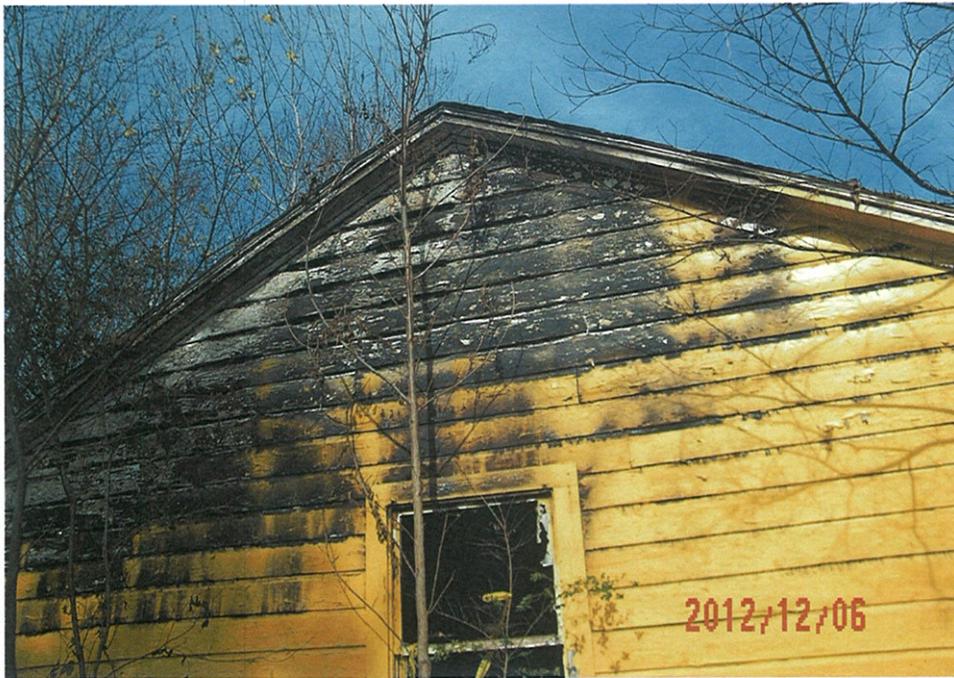
Online GIS Map















ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO  
EXECUTE AGREEMENTS FOR CERTAIN SERVICES FOR  
INHABITANTS OF THE CITY OF FORT SMITHBE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF  
THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Museum of History** providing for the payment by the City to the Fort Smith Museum of History up to a maximum of **\$6,386** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 2: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Heritage Foundation** in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$8,044.60** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 3: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Symphony** providing up to a maximum of **\$10,385** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 4: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Regional Art Museum** providing up to a maximum of **\$10,500** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 5: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Chorale** providing payment up to a maximum of **\$5,135** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for

cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 6: The Mayor is hereby authorized to execute that certain agreement with the **Juneteenth** providing payment up to a maximum of **\$1,500.25** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 7: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Little Theater** in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$5,600** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 8: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Boys and Girls Clubs** providing for the payment by the City to the Fort Smith Boys and Girls Clubs in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Boys and Girls Clubs facilities up to a maximum of **\$16,000** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 9: The Mayor is hereby authorized to execute that certain agreement with the **Girls Incorporated** providing for the payment by the City to Girls Incorporated in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of Girls, Inc. facilities up to a maximum of **\$10,000** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 10: The Mayor is hereby authorized to execute that certain agreement with the **Lincoln Youth Center** providing for the payment by the city to the Lincoln Youth Center in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$15,000** during calendar year 2013 for services

provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 11: The Mayor is hereby authorized to execute that certain agreement with the **The First Tee** providing for the payment by the city to The First Tee in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$8,000** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 12: The Mayor is hereby authorized to execute that certain agreement with the **Gregory Kistler Treatment Center for Children** providing for the payment by the City to the Gregory Kistler Treatment Center for Children in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the **Gregory Kistler Treatment Center for Children** up to maximum of **\$2,779** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for physically impaired individuals and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 13: The Mayor is hereby authorized to execute that certain agreement with **ARC for the River Valley** providing for the payment by the City to ARC for the River Valley up to maximum of **\$5,000** during calendar year 2013 for services which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 14: The Mayor is hereby authorized to execute that certain agreement with the **Next Step Day Room** providing for the payment of **\$4,616** during calendar year 2013 for services provided the City and its inhabitants, which services include the providing of facilities and programs for rehabilitation and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 15: The Mayor is hereby authorized to execute that certain agreement with **Lincoln Childcare, Inc.** providing for the payment by the City to Lincoln Childcare, Inc. in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$4,948** during calendar year 2013

for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 16: The Mayor is hereby authorized to execute that certain agreement with **Girls Shelter**, providing for the payment by the City to Girls Shelter in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$2,631** during calendar year 2013 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 17: The Mayor is hereby authorized to execute that certain agreement with **Reynolds Cancer Support House** providing for the payment by the City to Reynolds Cancer Support House in the amount up to maximum of **\$2,495** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 18: The Mayor is hereby authorized to execute that certain agreement with the **Crisis Intervention Center**, providing for the payment by the City to the Crisis Intervention Center, in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of facilities up to a maximum of **\$6,267** during calendar year 2013 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 19: The Mayor is hereby authorized to execute that certain agreement with the **Fountain of Youth Adult Day Care Center**, providing for the payment by the City to the Alzheimer's Association, in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation up to a maximum of **\$5,472** during calendar year 2013 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes

to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 20: The Mayor is hereby authorized to execute that certain agreement with the **Community Services Clearinghouse**, providing for the payment by the City to the Community Services Clearinghouse, of **\$6,267** during calendar year 2013 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 21: The Mayor is hereby authorized to execute that certain agreement with the **River Valley Regional Food Bank**, providing for the payment by the City to the River Valley Regional Food Bank, in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$4,901** during calendar year 2013 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 22: The Mayor is hereby authorized to execute that certain agreement with the **Western Arkansas Ballet** in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$6,449.15** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 23: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Museum of History** providing for the payment by the City to the Fort Smith Museum of History in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Museum of History up to a maximum of **\$20,000** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 24: The Mayor is hereby authorized to execute that certain agreement with **SRCA, Inc. Social Services** providing for the direct payment by the City to SRCA, Inc. Social Services of **\$178,058** during calendar year 2013 for services provided the City and its inhabitants, which services include

the providing of facilities and programs for nutritional purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 25: The Mayor is hereby authorized to execute that certain agreement with the **Area Agency on Aging** providing for the payment by the City to the Area Agency on Aging of **\$50,000** during calendar year 2013 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 26: The Mayor is hereby authorized to execute that certain agreement with the **Project Compassion** providing for the payment of **\$7,500** during calendar year 2013 for services provided the City and its inhabitants, which services include the providing of facilities and programs for rehabilitation and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 27: The Mayor is hereby authorized to execute that certain agreement with **The Steps Inc.** providing for the payment by the City to The Steps Inc. in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Museum of History up to a maximum of **\$3,600** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 28: The Mayor is hereby authorized to execute that certain agreement with **Good Samaritan Clinic** providing for the payment by the City to Good Samaritan Clinic in the amount up to maximum of **\$4,022** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 29: The Mayor is hereby authorized to execute that certain agreement with the **Ar Valley Habitat for Humanity** providing payment up to a maximum of **\$3,332** during calendar year 2013 for services provided to the City and its

inhabitants, which services include the providing of repairs and remodeling of qualified residences to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 30: The Mayor is hereby authorized to execute that certain agreement with **Community Dental Clinic** providing for the payment by the City to Good Samaritan Clinic in the amount up to maximum of **\$2,670** during calendar year 2013 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2013.

SECTION 31: It is hereby declared and determined by the Board of Directors that the subject matters of the agreements authorized by Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 above deal with providing services in an exceptional situation where competitive bidding procedures are not feasible so that such competitive bidding procedures are hereby waived with reference to such agreements.

SECTION 32: The authorizations set forth in Sections 1-30 above are deemed and declared to be severable. Any invalidity of one or more of the separate sections shall not affect the validity of the other sections of this Ordinance.

PASSED AND APPROVED this 15 day of January, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:



\_\_\_\_\_  
No Publication Required



## MEMORANDUM

January 8, 2013

**TO:** Ray Gosack, City Administrator

**FROM :** Christy Deuster, Finance Department *Christy*

**SUBJECT:** Outside Agency Review Panel Recommendations

The following funding recommendations have been made by the Outside Agency Review Panel from funds allocated in the adopted 2013 Budget:

### Arts & Humanities

Fort Smith Museum of History	\$6,386
Fort Smith Regional Art Museum	\$10,500
The Fort Smith Symphony	\$10,385
Fort Smith Chorale	\$5,135
Fort Smith Heritage Foundation	\$8,044.60
Fort Smith Little Theater	\$5,600
Western Arkansas Ballet	\$6,449.15
Juneteenth	\$1,500.25

Total Arts & Humanities \$54,000

### Recreation

Fort Smith Boys and Girls Clubs	\$16,000
Girls, Inc.	\$10,000
Lincoln Youth Center	\$15,000
The First Tee	\$8,000
ARC for the River Valley	\$5,000

Total Recreation \$54,000

Social & Community Services	
Girls Shelter	\$2,631
Next Step Day Room	\$4,616
Crisis Intervention Center	\$6,267
Community Services Clearinghouse	\$6,267
Gregory Kistler Treatment Center	\$2,779
Lincoln Childcare Center	\$4,948
River Valley Regional Food Bank	\$4,901
Reynolds Cancer Support House	\$2,495
The STEPS, Inc.	\$3,600
Fountain of Youth Adult Day Care Center	\$5,472
Good Samaritan Clinic	\$4,022
Community Dental Clinic	\$2,670
Ar Valley Habitat for Humanity	\$3,332
Total Social & Community Services	<u>\$54,000</u>

Grand Total All Categories \$162,000

The total allocated from the General Fund for outside agency funding is \$162,000.

In addition, the following agencies were approved for funding from a portion of the county sales tax for the year 2013:

Area Agency on Aging	\$50,000
SRCA, Inc. Social Services	\$178,058
Project Compassion	\$7,500
Total Funded-Portion of County Sales Tax	<u>\$235,558</u>

Ray Gosack  
January 8, 2013  
Page 3

Prior to disbursing to these organizations, the City attorney has advised that an agreement be executed with each organization which states the services to be provided in 2013. These agreements require each organization's books and records to be open to the public and allow review of financial statements and records by the City as necessary during the year.

Attached for the Board of Directors consideration is an ordinance authorizing the Mayor to execute agreements with each of the organizations. A copy of a blank agreement is also attached. Upon execution by the Mayor, on the City's behalf, each organization will execute their agreement.

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

Attachments

pc: Kara Bushkuhl

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Fort Smith, Arkansas ("City"), and \_\_\_\_\_, a city wide, non-sectarian, incorporated, community organization ("The Community Organization"),

### WITNESSETH:

WHEREAS, The Community Organization has possession and control of physical facilities suitable for providing to the City's residents certain services, as enumerated in paragraph one (1) below, which services fulfill a governmental function to provide for the health, safety, and welfare of the City's inhabitants; and

WHEREAS, the parties desire to provide a program of such services and facilities for the City's inhabitants;

NOW, THEREFORE, it is agreed by the parties that in exchange for the mutual covenants and agreements set forth below;

1. The Community Organization will provide to the City and its inhabitants, for the year 2013, a service which will provide facilities and programs as identified in its 2013 Budget application package on file in the City Clerk's office.

2. In consideration for the providing of the services described in the preceding paragraph, the City agrees to pay The Community Organization the sum of \_\_\_\_\_ in installments as follows: (Disbursement Terms). The Community Organization shall provide to the City a six month Use of Funds Summary and a yearend Use of Funds Summary accounting how funds received were spent to benefit the City and its inhabitants.

3. It is agreed by The Community Organization that the City shall have the right, at all reasonable times, to inspect the facilities and programs being provided by The Community Organization under this Agreement, and shall have the right, at all reasonable times, to inspect the financial and other records of The Community Organization. After inspection or investigation, the City shall have the right to notify The Community Organization, in writing, of any deficiencies in the program and/or facilities provided under this Agreement, and, if such deficiencies are not cured within thirty (30) calendar days from the date of such written notice, the City shall have the absolute right to terminate this Agreement. To assist the City in monitoring its activities, The Community Organization shall, on a quarterly or more frequent basis, provide to the City Administrator, or his/her designated agent, a report of The Community Organization's financial and service activities during the period preceding such report.

4. Furthermore, the City shall have the right to cancel this Agreement upon the happening of any of the following:

- a. Any substantial damage to or destruction of The Community Organization's facilities within the City by fire, wind, or other casualty; or
- b. A determination by the Board of Directors that the services provided hereunder are no longer needed as a governmental function, or, otherwise, a determination by the Board of Directors that the City, for whatever reason, no

longer desires to have such services provided by The Community Organization;  
or

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

In addition to any of the other rights of cancellation stated herein, either party shall have the right to cancel this Agreement because of the breach by the other party of that party's obligations hereunder, such cancellation to be effective as of the date of the breach. Failure by either party immediately to declare the contract canceled by reason of a particular breach shall not preclude a party from raising that breach subsequently as a reason for cancellation. Should the Agreement be canceled, for any reason, The Community Organization understands and agrees that the City shall immediately cease paying any further monies under this Agreement, and agrees additionally The Community Organization will refund to the City, on a pro-rated basis, monies paid by the City for services not rendered by The Community Organization.

5. The Community Organization shall indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on 42 U.S.C. subsection 1983), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City property), cost of liabilities (including the City's cost with respect to its employees and cost of defending any and all such actions and proceedings described herein), arising out of or pertaining to the providing of services hereunder by The Community Organization.

6. It is agreed by the parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

7. The parties to this Agreement agree that it is not a contract of employment, but is, instead, a contract to fulfill a specific governmental purpose. Accordingly, in the performance of this Agreement, The Community Organization shall be considered an independent agent, and neither it nor its employees or agents shall be considered employees or agents of the City.

8. Because The Community Organization will be receiving monies from the City under this Agreement, The Community Organization understands that its records and meetings may become subject to the provisions of the Arkansas Freedom of Information Act.

9. It is understood and agreed by the parties that, if any part, term, or provision of this Agreement is held by The courts to be illegal or in conflict with any law of Arkansas, the entire Agreement shall be null and void.

10. This Agreement shall not be specifically enforceable in equity, by either party; nor shall any injunction be applied for or issued at the instigation of either party in case of dispute or alleged breach of this Agreement.

11. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement

shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

12. This Agreement is executed on the City's behalf by its officials as set forth below pursuant to Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_.

13. This Agreement is executed on behalf of The Community Organization by its authorized representatives set forth below pursuant to authorization contained in a resolution of the board of directors of The Community Organization, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have set their hands and seals this 15th day of January, 2013.

City of Fort Smith

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Name of Community Organization

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR  
COMPREHENSIVE PLANNING CONSULTANT SERVICES WITH  
WALLACE ROBERTS & TODD, LLC**

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

The Mayor is hereby authorized to execute an agreement for comprehensive planning consultant services with Wallace Roberts & Todd, LLC in the amount of \$339,976.

**THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF JANUARY 2013.**

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:



\_\_\_\_\_  
No Publication Required

# Memo

To: Ray Gosack, City Administrator  
From: Wally Bailey, Director of Development Services  
Date: 1/10/2013  
Re: Agreement with Wallace Roberts & Todd, LLC for consultant services for Comprehensive Plan Update

At the January 8<sup>th</sup> study session, the Board of Directors expressed its desire to consider an agreement with WRT for planning services in connection with the update of the 2002 Comprehensive Plan. Enclosed is a copy of the Agreement with WRT and the Scope of Work. Also, at the direction of the Board, the agreement and scope of work have been revised to include the services of Mindmixer and a PR/Branding firm in the basic services. The fee of the total basic services is \$339,976.

The services provided by WRT will be delivered over a period of eighteen months and divided into three phases. The initial phase will involve project scoping. It is highly recommended by the consultant that during this phase the Board make appointments to a 20-30 member Comprehensive Plan Steering Committee.

Enclosed for the board's consideration is a resolution authorizing Mayor Sanders to execute the agreement. If you have any questions regarding this matter, please do not hesitate to contact me.

Enc.

AGREEMENT  
BETWEEN  
THE CITY OF FORT SMITH  
AND  
WALLACE ROBERTS & TODD, LLC  
FOR THE PROVISION OF  
COMPREHENSIVE PLANNING CONSULTANT SERVICES

AGREEMENT made, effective the \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of Fort Smith, Arkansas, (hereinafter referred to as the "CITY") and Wallace Roberts & Todd, LLC (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the CITY issued a Request for Proposals for the provision of consulting services in connection with the City of Fort Smith Comprehensive Development Plan; and

WHEREAS, the CONSULTANT submitted a Proposal for the provision of said consultant services, and;

WHEREAS, the CITY has selected the CONSULTANT to provide the aforementioned consultant services,

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES

The CONSULTANT shall provide the following professional services, which is attached hereto as Exhibit "A", incorporated herein and made part of this Agreement. If the desire of the CITY is to alter, modify, or amend the Scope of Services, Exhibit "A", such modification may only be done by a formal written amendment executed by the CITY and CONSULTANT.

Time of Completion

CONSULTANT services covered in the Scope of Services will be rendered over a period of approximately EIGHTEEN (18) MONTHS. However, the period of performance may be extended by mutual agreement of the parties.

The services to be rendered by the CONSULTANT shall be commenced upon written notice to proceed from the CITY and the work shall be completed in accordance with the schedule mutually agreed to by the CITY and CONSULTANT, unless it shall be modified in a signed document, by the mutual consent of both parties. Subsequent

services shall be performed in accordance with schedules of performance which shall be mutually agreed to by CITY and CONSULTANT.

## ARTICLE II. COMPENSATION

In consideration of the terms and obligations of this Agreement, the CITY agrees to pay, and CONSULTANT agrees to accept, Lump Sum fees for Basic Services and for Optional Services, inclusive of all labor, overhead, profit and direct expenses, as follows.

### BASIC SERVICES

Phase 1 Project Orientation and Scoping	\$10,878
Phase 2 Vision and Community Assessment	\$218,122
Phase 3 Comprehensive Plan Development	\$110,976
<b>Total Basic Services Fees</b>	<b>\$339,976</b>

### OPTIONAL SERVICES

Website / Social Media	\$20,000-25,000
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CONSULTANT shall submit to the CITY monthly invoices for the previous month's work, together with a statement of tasks performed. The monthly invoices shall be based on percentage of work completed and shall be accompanied by a documentation of work performed. CITY shall pay all undisputed portions of invoices not later than 30 days from the date submitted. If CITY disputes any portion of an invoice, it shall notify CONSULTANT in writing within 20 days of receipt, including the reason for such dispute. CONSULTANT agrees that no additional fees or expenses will be charged to the City of Fort Smith without prior written consent by the CITY. If authorized in advance in writing by City, additional services required of Consultant shall be compensated based on amounts and methods contained in the authorization.

## ARTICLE III. RELATIONSHIP

CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the CITY for any purposes.

## ARTICLE IV. ASSIGNMENTS

CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this AGREEMENT, or of its right, title, or interest therein without the previous consent in writing of the CITY.

CONSULTANT will be responsible for any subcontractors approved by the CITY. All subcontractors must adhere to the terms and conditions of this AGREEMENT including the provisions regarding insurance and indemnification.

#### ARTICLE V. SUBCONSULTANTS

The following subconsultants are approved to perform a portion of the Scope of Work, as follows:

Ricker Cunningham – Market Assessment, Economic Strategies

MindMixer – Virtual Town Hall Forum

Additionally, a yet-to-be-determined local public relations firm, sanctioned by the CITY, will be engaged to enter into a subconsultant agreement with WRT.

#### ARTICLE VI. INDEMNIFICATION

CONSULTANT and any subconsultants agree to defend, indemnify, and save harmless the CITY and its officers, employees and agents, from and against all claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any negligent or intentional act or omission of CONSULTANT and any subcontractor to the extent of his/her or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses. The provisions of this Article shall survive any termination or expiration of this AGREEMENT.

#### ARTICLE VII. INSURANCE

CONSULTANT and any subconsultant shall procure and maintain throughout the term of this AGREEMENT, without any additional expense to the CITY the following insurance coverage, which must be issued by an insurer which has an A.M. Best rating of not less than "A":

- (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
- (b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$500,000 per occurrence.

#### ARTICLE VIII. TERMINATION OF AGREEMENT

Notwithstanding any provisions of this Agreement, the City shall have the right at any time, with or without cause, to terminate this Agreement and the services contemplated by this Agreement on thirty (30) days written notice of such termination. In the event of such termination of this Agreement, the contract term set forth in Article I shall be changed accordingly and CONSULTANT shall be entitled to compensation for all services theretofore authorized and performed pursuant to this Agreement in accordance with Article II of this Agreement.

ARTICLE IX. MODIFICATIONS

This AGREEMENT may only be modified by a formal written amendment executed by the CITY and CONSULTANT.

ARTICLE X. ADDITIONAL SERVICES

CITY may request that CONSULTANT perform ADDITIONAL SERVICES through a contract amendment executed in accordance with ARTICLE IX. Compensation for the ADDITIONAL SERVICES shall be as mutually agreed, either in the form of one or more additional LUMP SUM PAYMENTS, or on the basis of time expended with hourly billing at the rates indicated in EXHIBIT B, and with direct expenses reimbursed at cost.

ARTICLE XI. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this AGREEMENT shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

ARTICLE XII. NOTICES

All notices required under this AGREEMENT shall be in writing and either hand-delivered or properly mailed by certified mail, return receipt requested, to the addresses set forth below:

City of Fort Smith  
Department of Development Services  
623 Garrison Street  
Fort Smith, AR 72902

Wallace Roberts & Todd, LLC  
1700 Market Street, 28<sup>th</sup> Floor  
Philadelphia, PA 19103

ARTICLE XIII. GOVERNING LAW

This AGREEMENT shall be governed by and construed according to the law of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto hereby execute this AGREEMENT and make it effective as of the day and year first written above.

THE CITY OF FORT SMITH

WALLACE ROBERTS & TODD, LLC

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

# FORT SMITH COMPREHENSIVE PLAN UPDATE

## EXHIBIT A

### SCOPE OF WORK (1/4/13)

#### **Phase 1: Project Orientation and Scoping**

This initial phase is for the purpose of clarifying and refining the planning process and Project Organizational Design, based on an assessment of the existing comprehensive plan and recent and on-going planning initiatives, as well as direction received from the board of Directors regarding their expectations for the Comprehensive Development Plan.

The following tasks shall be completed prior to the beginning of Phase 2:

##### **1.1 *Project Scoping – Preliminary Issues Identification***

To ensure that the process to update the Comprehensive Development Plan is tailored to the specific current and long range issues that will be key to moving forward over the next phase, the planning process begins with an initial “scoping” exercise to define key issues that the plan must give greatest attention to. This exercise consists of two parts as follows.

###### **1.1.1 Current Plan and Policy Assessment**

City staff will provide to WRT a Comprehensive Development Plan Implementation Update, indicating the continued relevance of plan policies, areas in need of updating or revision and the extent of implementation of plan recommendations including the status of prior and on-going planning and policy initiatives pertaining to TIP strategies, riverfront opportunities and beautification.

###### **1.1.2 Committee Formation**

To guide plan development two organizational entities are proposed, as follows.

WRT strongly endorses the appointment of a **Comprehensive Plan Steering Committee (CPSC)** at the outset of the process to consist of approximately 20-30 persons, including major employers, business owners, developers, representatives of neighborhood and civic organizations and liaison representative of the Planning Commission and other boards. In addition, because local government alone will likely have insufficient resources to carry out initiatives which will be identified in the plan, potential non-profit partners, including local foundations, should be invited to participate on the CPSC.

As part of its role in modeling community consensus, the CPSC will act as the eyes and the ears of the community, hosting community forums, and other community participation events to coincide with key milestones in the planning process. Acting in an advisory role to the Board of Directors, the CPSC will generally meet monthly to

work with WRT in guiding the development of the policy content of the plan, subject to periodic “sign-offs” from the Board of Directors.

WRT also recommends the appointment of a **Comprehensive Plan Technical Resource Team (CPTRT)** to include senior staff representatives of key City departments, as well as representatives of other relevant governmental and institutional entities who should be considered stakeholders in the planning process, such as Fort Smith Public Schools. The CPTRT will meet periodically as needed to provide technical support to the CPSC at key policy decision points.

At the request of the City, WRT may advise on the formation of the Comprehensive Plan Steering Committee, which shall be in place prior to the kickoff of the process.

#### 1.1.3 Public Participation and Outreach Program

The following is the proposed public participation program for the process. WRT will work with City Staff to develop a schedule and identify locations, etc. for each activity.

##### a. Comprehensive Plan Website/ Social Media

A Comprehensive Plan webpage(s) (project webpage) should be developed within the City’s website to provide up to date information on process status, events and products, and to provide opportunity for citizen input. WRT will provide content for the project webpage in a format compatible with the City’s standards. The City will be responsible for administering and updating the project webpage. It is also recommended that the City create social media accounts for the project, linked to the project webpage, using platforms such as Facebook and Twitter.

##### **OPTIONAL:** Website/Social Media Design and Administration

WRT may be engaged to design, host, administer and maintain the project website. WRT is also available to manage a project Facebook and Twitter accounts

##### b. b. Virtual Town Hall

WRT team member MindMixer will be responsible for creating a virtual town hall forum, to be open for the duration of the planning process, to collect citizen input on comprehensive plan issues.

##### c. Community Forums / Open Houses

WRT will facilitate and lead two types of public events at key decision points in the planning process, community open houses and community forums.

- Two Open Houses are proposed as 2-3 hour informal sessions for participants with opportunities to “meet and greet” WRT and members of the CPSC and CPTRT and to provide feedback on particular topics and issues. The first open house will occur during the project kickoff to gain public awareness and familiarity with the planning process. The second will be held to allow participants to review and to “vote” for an array of alternative future development scenarios.

- In addition to the Community Open Houses, WRT will lead two series of facilitated and interactive community forums consisting of up to four (4) events each, coinciding with key milestones in the planning process. The forums will be large, highly publicized, 2- to 3-hour events, to be held in accessible locations, either on the same day or two successive days, at times deemed most convenient to attract the largest possible number of participant

The first forum series will seek public consensus on *Issues and Aspirations* for the future of Fort Smith, to be used to articulate a Vision Statement which will become the “destination” for the comprehensive plan – what the community aspires to be in 20 years. The second community forum series will seek community consensus on *Imagining Alternative Futures*, framing how economic growth and redevelopment will be managed and incentivized to achieve the Vision. Additional details about these events are provided under Phase 2 tasks marked with an asterisk.

d. “Meetings in a Box”

In order to gain participation by a broader cross-section of the community, an ancillary opportunity for participation will be provided after *Community Forum Series 1* and *Open House 2* through the use of informal “meetings-in-a-box” to be carried out by citizen volunteers and/or City Staff in neighborhood and civic organizations, public schools, churches, business organizations and other small group settings. WRT will develop materials for the meeting in a box and Staff will process the results.

e. Public Relations/Outreach Communications

With input from City staff, WRT will enlist a Fort Smith-based public relations/communications firm to assist with the following tasks:

- Media relations / press releases
- Branding / project logo design
- Design / printing of meeting announcements
- Outreach to under-represented populations

1.1.4 Comprehensive Plan Data Book

As “keepers of the data” and those most familiar with key technical issues, staff of city departments, with guidance from WRT will array updated available data and mapping on existing conditions and trends covering all comprehensive plan components.

1.1.5 Economic/Market Analyses, Growth Projections, Scenario Evaluation, Economic Development Policy Development

WRT team member Ricker Cunningham will be responsible for conducting demographic, economic and market analyses (Task 2.3.2), creating growth projections (Task 2.4.1), evaluating fiscal impacts of alternative scenarios (Tasks 2.4.4. and 2.4.6), and preparing an Economic Development element for the comprehensive plan (Task 3.1.2). Ricker Cunningham will also prepare a housing and neighborhoods assessment (Task 2.3.3.) and a Housing and Neighborhoods element (Task 3.1.3.) for the plan.

## **Phase 2: Vision / Community Assessment**

### **2.1 Kickoff Week**

Over a three-day period in Fort Smith, WRT will participate in the following mobilization activities:

#### 2.1.1 CPTRT Meeting(s)

Multiple individual and/or group orientation meetings will be held with the Technical Resource Team. The purpose of these meetings will be to obtain an overview of the dynamics of the community, the array of supporting information, and the status of current governmental initiatives. Specifically, the kickoff meeting will accomplish the following:

- Review supporting data and mapped information
- Identify consensus on key issues
- Establish protocols for communication, coordination and shared responsibilities

#### 2.1.2 CPSC Meeting

The Comprehensive Plan Steering Committee is expected to be in place and prepared for an orientation meeting to coincide with other mobilization activities. In this initial meeting, WRT will guide a discussion on the purpose, structure, and implementation of a comprehensive plan, the nature of the planning process, the importance of the Vision Statement as the "policy touchstone" of the plan, and the "job description" of the CPSC.

#### 2.1.3 Community Tour

WRT and members of the CPSC and CPTRT will participate in a one-day bus tour of the City with specific attention to areas in greatest need of redevelopment and opportunity sites for riverfront enhancement and beautification.

#### 2.1.4 Board of Directors / Planning Commission Briefing(s)

At the outset of the comprehensive planning process it is critical to ensure that elected and appointed officials with policy-making authority have a clear understanding of, and a "comfort level" with, the planning process. The purpose of this introductory meeting(s) is to introduce WRT and review the planning process, with particular emphasis on those milestones where they will have the opportunity to review, "sign off" on, re-direct, or otherwise influence the Vision and the Comprehensive Plan, as it develops. As appropriate, WRT will facilitate an initial visioning exercise and present case studies of successful comprehensive plans in other communities.

#### 2.1.5 Stakeholder Interviews

WRT will conduct individual and small group interviews with community leadership, including, as appropriate, members of the Board of Directors, Planning Commission, and other representatives of key local and regional institutions, civic, business, and neighborhood associations. The sessions will serve to personally acquaint WRT with those likely to be instrumental in building consensus, and to provide insight into the range of opinions on the community's future. City staff will invite and schedule interviews over a 2-day period.

#### 2.1.6 Community Open House One: Introduction of the Planning Process and Purpose\*

Hosted by the CPSC and WRT, an informal half-day open house will be conducted to invite the public to meet the project, and learn about what a comprehensive plan is and how to participate. Key information from the Data Book will be used in displays or presentations at the Open House as a prelude to the Community Assessment.

### ***Deliverable: Technical Memorandum #2 – Summary of Kickoff Week Activities / Preliminary Stakeholder Input***

## **2.2 Articulating the Vision**

In this task, outreach activities will be conducted to elicit citizen values and aspirations for the future, for what Fort Smith should aspire to become through its growth and redevelopment over the coming two decades. This effort will include facilitation of the first of three community forum series, to be held in multiple locations throughout the City over 3-4 sequential days, focused on identifying "Issues and Aspirations." Similar exercises may be conducted through "meetings-in-a-box" with neighborhood and civic, business organizations as well as online participation.

The results, including areas of agreement or "common ground," will be tabulated and made available for public review. This public input will then be used in articulating a draft Vision Statement to define and describe the desired 20-year future of Fort Smith, representing the "destination" for which the Comprehensive Plan will be the "roadmap."

#### 2.2.1 Community Forum Series One: Issues and Aspirations\*

Over two (2) consecutive days, WRT will lead up to four (4) events, approximately 3-hours long each. CPSC and staff volunteers will be trained by WRT to assist in facilitating small group discussions in which participants will define areas of consensus on community values and aspirations using a form of Strengths / Weaknesses / Opportunities / Treats (SWOT) analysis.

The same exercise will be made available through online forms and meetings in a box. WRT will be responsible for developing the online forms and meeting-in-a-box materials, as well as adding the results of these activities to the input from the open house. City staff will be responsible for coordinating the meetings in a box, for processing and summarizing input from them and for delivering the results to WRT.

**2.2.2 Synthesis: Defining Common Ground / Components of the Vision**

WRT will tabulate and synthesize the results from Community Forum Series One and the website to identify areas of consensus and “common ground” themes and other potential elements of a Vision Statement. The Common Ground Working Paper will be made available for public review. Comment received will be posted and will be used to inform development of the Vision Statement.

***Deliverable: Technical Memorandum #3 – Common Ground Working Paper***

**2.2.3 Vision Statement Development and Refinement**

WRT will present the community input results and the Common Ground Working Paper to the CPSC. Based on direction from the CPSC, WRT will prepare a draft Vision Statement identifying those values and aspirations which are shared throughout the community, and describing the desired future character of the City. The Draft Vision Statement will be reviewed and refined by the CPSC. A final Vision Statement will be presented as a narrative, as well as an illustrated power-point presentation.

***Deliverable: Vision Statement (written text and as illustrated in a PowerPoint presentation)***

**2.2.4 Vision Statement Adoption**

Members of the CPSC will present the Vision Statement to the Board of Directors for their consideration and adoption as the “mandate” for the Comprehensive Plan.

**2.3 Community Assessment: Existing Conditions and Trends**

Relying on the factual information arrayed by the City in the Comprehensive Plan Data Book, or otherwise readily available in past plans and studies, WRT will characterize the City’s present day challenges and opportunities pertaining to land use and development, the economy, riverfront use and access, mobility and functionality, infrastructure and services, and natural resources and community character and beautification. WRT will also assess the context within which the City’s economic growth and development could occur over the next 20 years, giving varying inducements.. With coordination and input from the CPTRT, the analyses will be organized as a series of working papers documenting existing conditions, trends, deficiencies and key challenges for each of the seven plan elements as follows.

**2.3.1 Existing Land Use and Development Patterns**

Using existing available documentation supplemented by aerial photos and field reconnaissance land use patterns will be mapped and evaluated, with particular attention to the following

- *Community Structure* – including designations of urban, suburban and rural edges, neighborhoods, corridors, centers, special use districts, landmarks and activity centers.

- *Community Dynamics* - patterns of stability, new/emerging development patterns and corridors, patterns of decline and industrial and commercial obsolescence, disinvestment, re-investment.
- *Development Constraint Factors* - sensitive habitats, soil subsidence and, floodplains / floodways, riparian corridors, etc.
- *Existing and Potential Redevelopment Opportunities* - Riverfront access and improvement areas, and opportunities for corridor enhancement and future employment.

### 2.3.2 Demographic /Economic / Market Assessment

The WRT team will conduct a comprehensive assessment of projected demographic characteristics and population trends, as well as assessments of the local economy and market demand estimated in 10- and 20-year increments, including the following.

- Review of prior economic studies
- Interviews with major employers and economic sectors
- Baseline economic and demographic analyses
- Assessment of industry makeup and business climate
- Workforce capabilities and potentials vs. needs of the marketplace
- Assessment of current City and regional marketing and economic development efforts

### 2.3.3 Housing and Neighborhoods

The WRT team will update the 2002 plan assessment of the existing housing supply and its adequacy to meet the needs of the projected future population. Future demand for housing will be projected by type (single family, multifamily) and by tenure (owner, renter). In addition, the present pattern of neighborhoods will be assessed based on levels of stability and opportunities for infill and redevelopment.

### 2.3.4 Community Character and Design

WRT will examine and expand upon prior riverfront opportunities analyses and beautification suggestions to prepare community-wide character assessment including the identification of urban, suburban and rural edges along with patterns of scale, character, landscape quality, identity features, corridors, centers and landmarks.

### 2.3.5 Transportation and Infrastructure

Relying on City-supplied data and plans, WRT will update the mobility system inventory and analysis contained in the 2002 plan including changes in travel patterns, traffic levels and improvements made to the network of roads bicycle and pedestrian facilities and public transit. In addition the condition, and capacity of water, sewer, drainage and other utilities will be documented by city staff.

### 2.3.6 Public Facilities and Services

Updating and expanding upon the Parks and Recreation Element of the 2002 plan and other sources of documentation concerning public facilities provided by city staff, WRT will identify current and potential future deficiencies and needs for public facilities, including:

- Parks, recreation, open space and river access
- Linkage opportunities: trail / greenways / blueways
- Joint Use Opportunities ( schools, YMCA, Boys/Girls Clubs)
- Libraries
- Public safety – police, fire EMS
- City government administrative facilities

#### 2.3.7 Natural and Cultural Resources

Updating and expanding upon the Natural Environment Element of the 2002 plan WRT will document key natural and cultural resources including floodplains, wetlands and riparian areas, recharge areas and historic districts.

### ***Deliverable: Technical Memorandum #4 – Community Assessment***

#### **2.4 Dynamics of Growth and Change / Alternative Future Scenarios**

##### 2.4.1 Growth Projections

The WRT team, assisted by the CPTRT, will collect and review all available and current population projections to create a “consensus” projection of population in 5, 10 and 20-year increments. Population projections will then be translated in the projections of future land uses by type (land areas needed for future residential, commercial, industrial and institutional uses) along with adjustment factors for degrees of compactness, redevelopment and infill and potential land use shifts to mixed use and/or higher densities around activity centers.

##### 2.4.2 Susceptibility to Change

Synthesizing information from the Community Assessment, WRT , in consultation with the CPTRT, will prepare a conceptual “Susceptibility to Change” depiction. This analysis characterizes subareas (e.g., employment centers neighborhoods, corridors, highways crossroads, suburban fringe, rural agricultural areas in the ETJ, etc.) by their relative suitability and present zoned capacity to accommodate the projected growth.

##### 2.4.3 Factors for Change

Working with the CPTRT, WRT will diagram factors which may influence or attract future development and otherwise influence land values and future land use patterns, including planned school sites, road widenings, water/sewer extensions, etc.

#### 2.4.4 Trend Scenario Development and Evaluation

A “Trend Growth Scenario” will be created and conceptually depicted to represent the 20-year development pattern which is likely to occur based on projected growth, allocated according to Susceptibility to Change and Factors for Change and under current zoning and other regulatory and investment policies. The Trend Growth Scenario will be presented in readily comprehensible graphic fashion as a “*what the future will look like if we do nothing different*” scenario.

WRT will then conduct a conceptual evaluation of the Trend Growth Scenario including the following considerations:

- Comparison to Vision Statement
- Consistency with transportation and infrastructure systems capacity
- Impact on natural systems
- Impact on community character
- Fiscal implications (will this growth pay for itself?)
- Sustainability implications
- Hazard vulnerability implications

#### ***Deliverable: Technical Memorandum #5 – Trend Growth Scenario***

#### 2.4.5 Community Forum Series Two: *Imagining Alternative Futures\**

Community Forum Series Two will engage participants in a two-part format. Over two (2) consecutive days, WRT will lead up to four (4) 3-hour-long events. These events will be held at convenient locations at different times. Each event will begin with a presentation by WRT of key existing conditions and the Trend Growth Scenario and its comparison to the adopted Vision and other consequence as listed above. Participants will then work in small groups, playing a chip game that uses trend growth maps, stickers and/or keypad polling technology to answer the the following question: “*if you’re not satisfied with the Trend Growth Future, what does a better future look like?*” CPSC and Staff volunteers will assist as small group facilitators. WRT will provide training prior to the event.

#### 2.4.6 Synthesis of Alternative Future Scenarios

WRT, coordinating with the CPSC and CPTRT, will synthesize the input from Community Forum Series Two, arraying up to three distinctly alternatives to the Trend Growth Scenario.

The alternative scenarios will depict different approaches to re-shaping growth patterns. The alternative scenarios will be evaluated for their ability to fulfill the Vision, relative to each other and the Trend Growth Scenario.

#### ***Deliverable: Technical Memorandum #6 – Alternative Futures Comparison***

#### 2.4.7 Community Open House Two: *Selecting a Preferred Future\**

This half-day open house event will be conducted by WRT and hosted by the CPSC to allow attendees to review the alternative scenarios at their own pace with WRT and CPTRT staff available to answer questions. A “scoring” exercise will allow participants to select a single preferred alternative, or to “vote” for individual components of each alternative (land use mix, housing mix, relative compactness, impact on infrastructure and transportation, fiscal implications, etc.)

The same exercise will be made available through online forms and meetings in a box. WRT will be responsible for developing the online forms and meeting-in-a-box materials, as well as adding the results of these activities to the input from the open house. City staff will be responsible for coordinating the meetings in a box, for processing and summarizing input from them and for delivering the results to WRT.

#### 2.4.8 Preferred Future / Strategic Directions

Following a tabulation of the voting by WRT and the CPTRT, a joint CPCAC and CPTRT workshop will be scheduled to establish the components of the Preferred Future Scenario and to outline the broad Strategic Directions to be embodied in the Comprehensive Plan. The Strategic Directions will identify for each plan element key initiatives or changes in direction necessary to realizing the preferred future.

#### ***Deliverable: Technical Memorandum #7 – Preferred Future / Plan Framework***

#### 2.4.9 Board of Directors

WRT and the CPCAC will present the Preferred Future and Strategic Directions to the Board of Directors and request direction to proceed to Phase Three: Comprehensive Plan Document.

#### **CPSC / CPTRT Meetings**

During Phase One, WRT will participate in up to four (4) meetings of the CPSC and CPTRT, primarily focused on reviewing public input, drafting and refining the Vision Statement and Community Assessment, reviewing Alternative Scenarios and selecting the Preferred Future Scenario. As necessary, CPTRT team meetings will be held to coincide with, and to provide technical support for CPCAC meetings.

### **Phase 3: Comprehensive Plan Development**

#### **3.1 Strategic Directions: Goals, Objectives and Policies**

The first step in preparing the comprehensive Plan document is the drafting of goals, objectives and policies (GOP's) for each plan element covering the following issues. WRT will integrate and/or rework existing City Goals, Objectives and Policies where applicable, particularly for Transportation and Infrastructure, Public Facilities and Services and Natural and Cultural resources.

3.1.1 Future Land Use

- Framework for growth management
- Preferred growth districts and corridors
- Land use balance / allocation / development types
- Identification of target areas
- Future Land Use Map (based upon the preferred development scenario)
- Zoning / regulatory changes needed

3.1.2 Economic Development

- Identifying strategies to consolidate / integrate present economic development programs and initiatives
- Identifying new / expanded institutional partnerships and synergies
- Improved alignment of assets, workforce skill and employer needs
- Identify economic development best practices

3.1.3 Housing and Neighborhoods

- Expansion of housing choice
- Balance of housing types and densities based on demographic preferences and affordability
- Neighborhood designation (Stable, Conservation, Infill / Redevelopment)
- Infill / redevelopment strategies and incentives

3.1.4 Community Character and Design

- Riverfront and other character area enhancement strategies
- Highway corridor beautification initiatives
- Framework for Sector / Small Area Plans
- Need / opportunities for cultural / historic district designation

3.1.5 Transportation and Infrastructure

Provided by the city.

3.1.6 Public Facilities and Services

- Future needs / conceptual site locations for future:
  - Parks, recreation, open space and river access
  - Linkage opportunities: trail / greenways / blueways
  - Joint Use Opportunities ( schools, YMCA, Boys/Girls Clubs)
  - Libraries
  - Solid waste
  - Public safety – police, fire EMS
  - City government administrative facilities

3.1.7 Natural and Cultural Resources

- Resource protection area designations
- Historic district designations

***Deliverable: Technical Memorandum #8 – Comprehensive Plan Policy Framework***

**3.2 Board of Directors Briefing**

WRT will make a presentation to the Board of Directors to review the Policy Framework and to receive direction to proceed with preparation of the Comprehensive Plan Document.

**3.3 Draft Comprehensive Plan Document**

A Draft Comprehensive Plan document will be prepared to expand and elaborate on the approved Policy Framework, with the following preliminary suggested chapter contents:

**Chapter 1 Executive Summary**

**Chapter 2 Background/Planning Process**

- **Fort Smith Today**
- **Dynamics of Growth, Change and Redevelopment**

**Chapter 3 Areas of Community Consensus: Vision Statement, Strategic Directions and Policy Framework**

**Chapter 4 Plan Elements:**

- **Future Land Use**
- **Economic Development**
- **Housing and Neighborhoods**
- **Community Character and Design**
- **Transportation and Infrastructure (Provided by the city)**
- **Public Facilities and Services**
- **Natural and Cultural Resources**

**Chapter 5 Implementation Strategy**

Key components of the Implementation Strategy will include the following:

- **Action Agenda** – identifying short range (-5 years), mid range (5-10 year) and long range (10+ year) actions and associated resources and responsibilities. Early action opportunities to achieve highly visible concrete “results” immediately following plan adoption will be highlighted.
- **Capital Improvement Programming** – Identifying staged and prioritized investments called for in the plan and potential funding sources.
- **Regulatory Framework** – An identification of adjustments to zoning and subdivision regulations necessary for consistency with the policies and strategies of the comprehensive plan.
- **Monitoring and Plan Updating Protocol** – Provisions to monitor implementation activities annually, establish benchmarks for measuring progress, and prescribe procedures for plan amendments, revisions, and periodic updating.

***Deliverable: Draft Comprehensive Plan Document***

### **3.4 Final Comprehensive Plan**

WRT will prepare a final Comprehensive Plan document incorporating the CPSC and CPTRT comments.

#### ***Deliverable: Final Comprehensive Plan Document***

### **3.5 Final Comprehensive Plan Presentations**

Over a period not to exceed two (2) consecutive days, WRT will participate in multiple presentations of the Comprehensive Plan to the public.

### **3.6 Plan Adoption**

WRT will participate in up to two (2) public hearing to present the Comprehensive Plan for the purpose of plan adoption.

#### **CPSC / CPTRT Meetings**

During Phase Two, WRT will participate in up to three (3) meetings of the CPSC and CPTRT, primarily focused on reviewing and refining the comprehensive plan elements. CPTRT meetings will be held to coincide with CPSC meetings to receive staff comments and requested revisions.

### **City Responsibilities**

The Client shall provide full information regarding requirements for the Project. The Client shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and WRT shall be entitled to rely on the accuracy and completeness thereof. Specifically, the Client shall be responsible for the following:

- Organize and conduct Community Tour.
- Organize and schedule all CPSC and CPTRT meetings, public presentations and Board of Director and Planning Commission briefings and hearings.
- Provide meeting notes for all CPSC and CPTRT meetings.
- Organize and schedule stakeholder interviews.
- Organize and schedule Community Forums, in coordination with WRT.
- Provide all mapping, plans, studies, policies and other data to be reviewed by WRT, including those to become part of the Transportation and Infrastructure element.
- Prepare the Comprehensive Plan Data Book, with guidance from WRT.
- Coordinate the scheduling of meetings-in-a-box with volunteer meeting hosts after Community Forum Series 1 and Open House 2 and synthesize results of these meetings before delivering them to WRT.
- Provide facilitator support at community forums and meetings in a box (as needed).
- Print all meeting materials and any copies of documents in addition to those listed in this scope (WRT will provide printable electronic copies of all interim and final products – see below).
- Review and provide timely feedback on project deliverables.

The Client shall designate a Project Manager, who is authorized to act on the Client's behalf and provide direction the WRT with respect to the Project. The Project Manager shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of WRT's services.

**Additional Assumptions**

1. Only one (1) draft will be produced for each listed deliverable. The Client will be diligent in providing a comprehensive, consolidated set of comments/edits on every draft so that final deliverables can be produced in a timely manner.
2. All draft documents will be provided in electronic file format, as annotatable/printable Adobe Acrobat PDFs.
3. All final document deliverables will be provided in electronic file format, as printable Adobe Acrobat PDFs as well as editable source files.
4. The Client will assemble the Data Book prior to the beginning of Phase 2, following the recommended WRT guidelines for document organization and format.

RESOLUTION \_\_\_\_\_

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

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

SECTION 1: The appraised values for the following tracts required for the Jenny Lind Road & Ingersoll Avenue Widening project are approved and acquisition of the interests for the appraised amounts is hereby authorized:

<u>TRACT</u>	<u>OWNER</u>	<u>APPRAISED VALUE</u>
18	Reith Properties, LLC	\$102,500.00
20	Shirley A. Farmer Revocable Trust	\$ 83,900.00

SECTION 2: The City Administrator, or his designated agents, and the City Attorney are hereby authorized to acquire the required tracts for the above listed appraisal amounts.

SECTION 3: Payment for acquisition of the tracts authorized by Section 2 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this \_\_\_\_\_ day of January, 2013.

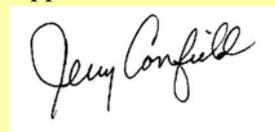
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form



\_\_\_\_\_  
No Publication Required

## INTER-OFFICE MEMO

**TO:** Ray Gosack, City Administrator

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

**DATE:** January 9, 2013

**SUBJECT:** Jenny Lind Road & Ingersoll Avenue Widening  
Project No. 07-01-A, AHTD Job No. 040471  
Acquisition on Tracts 18 & 20

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The Jenny Lind Road & Ingersoll Avenue Widening Project includes the re-construction and widening of Jenny Lind Road from Cavanaugh Road to Zero Street, widening of Ingersoll Avenue from Highway 271 to Jenny Lind Road, and the extension of Ingersoll Avenue from Jenny Lind Road to Highway 71.

This project requires the property acquisition of right-of-way and/or easements from 53 tracts of land. A City ordinance requires that the acquisition of property in excess of \$20,000 be approved by the Board of Directors before an offer is made. In this Resolution, we are seeking Board approval to make offers on two tracts which exceed \$20,000 based on the appraisals. The appraisals for these tracts were prepared in accordance with Federal and State Appraisal specifications by Matthews Appraisal Service and have been reviewed and approved by the Arkansas State Highway and Transportation Department (AHTD). A location map showing these tracts is attached.

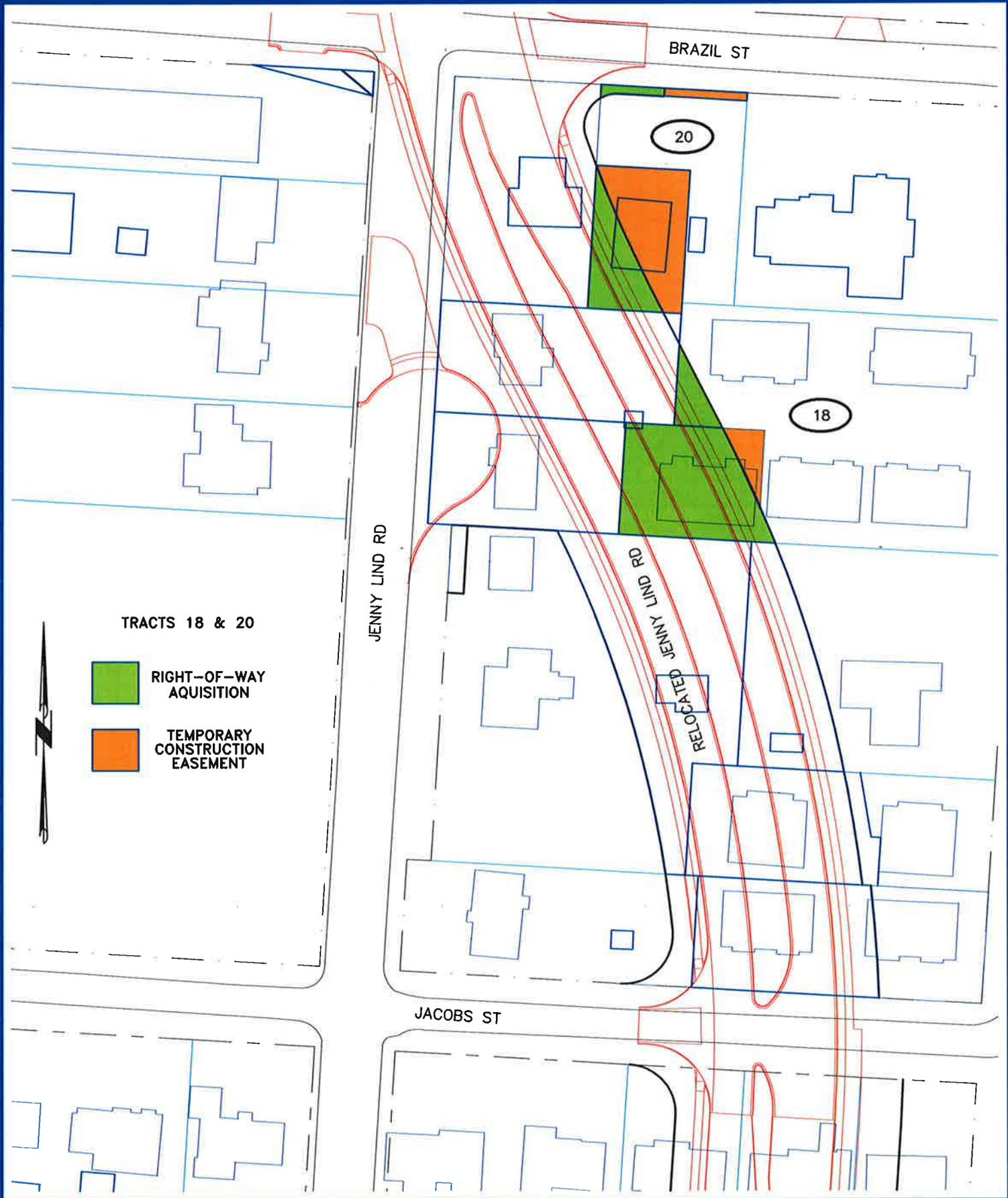
Attached is the Resolution which authorizes the acquisition of the referenced tracts for the appraised amount. Any compensation above the appraised amount will be brought back to the Board of Directors for approval. I recommend the Resolution be adopted by the Board at the next regular meeting.

Enclosure

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



PROPERTY AQUISITION MAP  
 JENNY LIND ROAD RELOCATION  
 TRACTS 18 & 20  
 FORT SMITH, ARKANSAS



Project:	07-01-A
Date:	JAN 2013
Scale:	NONE
Drawn By:	RBR

RESOLUTION \_\_\_\_\_

**A RESOLUTION AUTHORIZING AN  
AERIAL SERVICES AGREEMENT FOR AN AERIAL  
SURVEY AND PHOTOGRAMMETRY SERVICES**

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

SECTION 1: The Mayor is authorized to execute an aerial services agreement with Aerial Data Service, Inc., of Tulsa, Oklahoma, for an aerial survey and photogrammetry services, Project No. 13-12-A, in an amount not to exceed \$448,325.71.

SECTION 2: Payment for aerial services authorized by Section 1 is hereby authorized from the Sales Tax Fun (1105).

This resolution adopted this \_\_\_\_\_ day of January, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form



\_\_\_\_\_  
No Publication Required

## MEMORANDUM

**To:** Ray Gosack, City Administrator  
**From:** Stan Snodgrass, P.E., Director of Engineering  
**Subject:** Aerial Mapping Contract, Project 13-12-A  
**Date:** January 9, 2013

The above subject project consists of performing aerial survey and photogrammetry services covering the city limits of Fort Smith and the extra territorial jurisdictional area south of the city, comprising a total area of 95 square miles. The project includes performing aerial photography, providing digitized topographic maps, providing color digital photos, and other related tasks. The existing aerial mapping data for the city was performed in 2003 and needs to be updated. This project will provide updated aerial mapping data that will be utilized extensively in the planning and design of public street and drainage projects, franchise/public utilities and public/private sector development projects.

In accordance with the city professional services ordinance, a request for qualifications advertisement was published for the project and responses were received from 19 aerial mapping firms. A list of the firms is attached. The responses were evaluated by city staff in the Engineering and Information Technology Departments. Aerial Data Service, Inc. of Tulsa, Oklahoma, was selected as the most qualified firm to perform the work. The scope of services has been finalized and fee negotiations have been completed with Aerial Data Service, Inc. The proposed aerial services agreement will be in the amount of \$448,325.71. The aerial photography/data collection work will be completed in February. The development of the maps and topographical data will be completed by the end of 2013.

Attached is a resolution to authorize the aerial mapping contract. I recommend that it be approved at the next regular Board meeting.

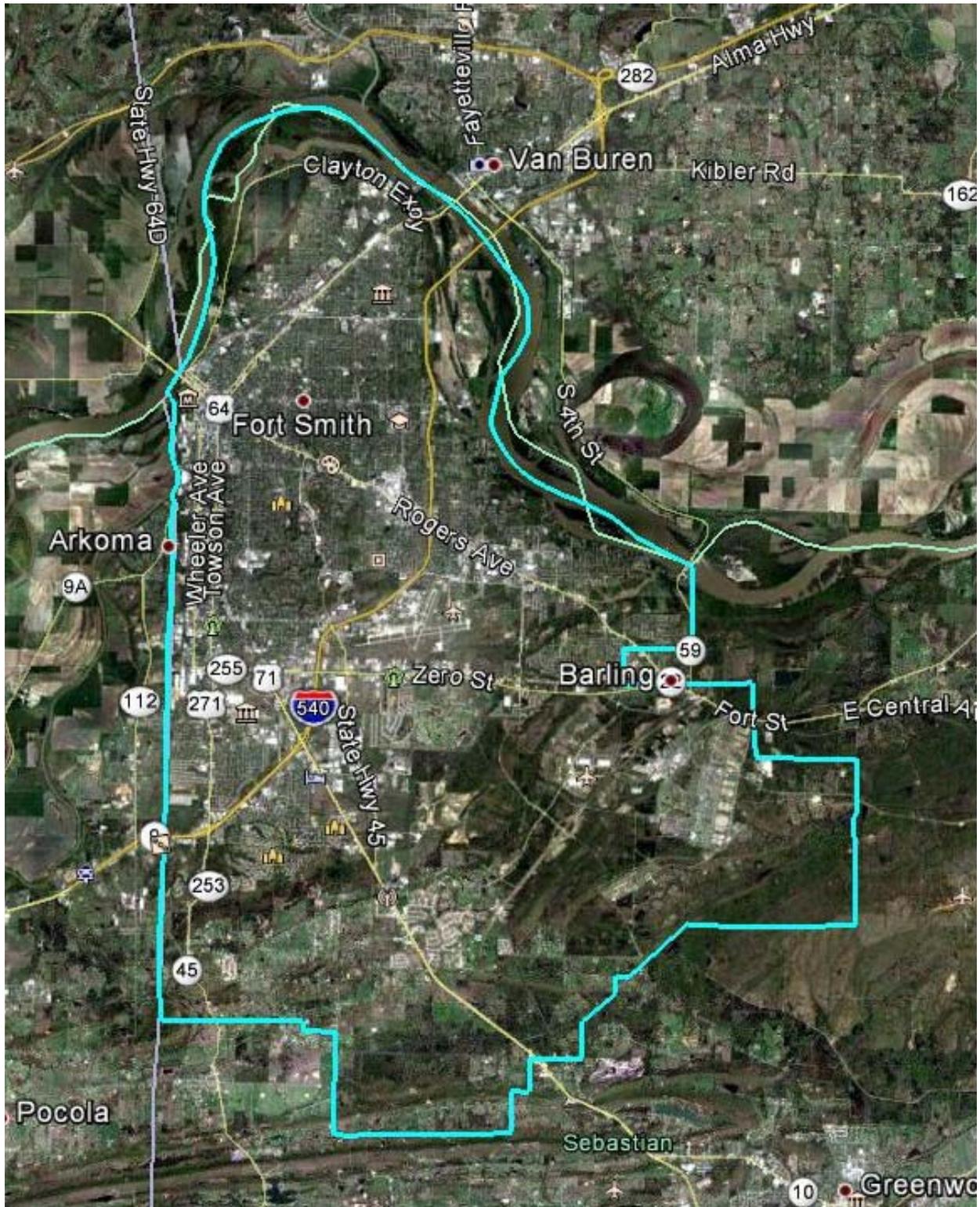
Enclosures

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

Aerial Survey and Photogrammetry Services  
Firms which responded to the Request for Qualifications

<u>Name of Firm</u>	<u>Location</u>
Aerial Data Service	Tulsa, OK
Aerial Services Inc.	Cedar Falls, IA
Aerometric	Sheboygan, WI
Cooper Aerial Surveys Co.	Tucson, AZ
DAS, Inc.	Dallas, TX
Geodetix, Inc.	San Antonio, TX
GRW Inc.	Lexington, KY
LLC Technologies, Inc.	Columbia, MD
Martinez Geospatial	Minneapolis, MN
McKim & Creed	Austin, TX
Michael Baker Jr., Inc.	Little Rock, AR
Photo Science	Mission, KS
Pictometry International Corp.	Rochester, NY
Premier Geo	Arvada, CO
Sanborn	Colorado Springs, CO
Surdex Corp.	Chesterfield, MO
Surveying and Mapping, Inc.	Austin, TX
Tetra Tech	Lafayette, CA
Woolpert	Dallas, Tx

City of Fort Smith Arkansas  
Aerial Survey and Photogrammetry Services  
Limits of Mapping Area



RESOLUTION \_\_\_\_\_

**A RESOLUTION TO ACCEPT COMPLETION OF AND  
AUTHORIZE FINAL PAYMENT FOR THE CONSTRUCTION OF  
GARRISON AVENUE STREETScape 9<sup>TH</sup> ST. – 13<sup>TH</sup> ST.  
(GARRISON AVENUE) (FT. SMITH) (S) F.A.P. STP – TCSP-9150 (23)  
PROJECT NO. 09-90-B, JOB 040545**

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 Garrison Avenue Streetscape, Project No. 09-90-B, as complete.

SECTION 2: Final payment is authorized in the amount of \$21,233.71 to the contractor Forsgren, Inc., for the Garrison Avenue Streetscape, Project No. 09-90-B.

This resolution adopted this \_\_\_\_\_ day of January, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form



\_\_\_\_\_  
No Publication Required

## INTER-OFFICE MEMO

**TO:** Ray Gosack, City Administrator

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

**DATE:** January 10, 2013

**SUBJECT:** Garrison Avenue Streetscape,  
9th St. - 13th St. (Garrison Ave.)  
(Ft. Smith) (S), F.A.P. STP - TCSP-9150(23)  
City Project No. 09-90-B, Job 040545

This project was a continuation of streetscape improvements on the north and south sides of Garrison Avenue from 9<sup>th</sup> Street to 13<sup>th</sup> Street, milling/resurfacing of Garrison Avenue from 2<sup>nd</sup> Street to Rogers Avenue, and the replacement of the traffic signal poles at Garrison Avenue and Towson Avenue. The project also included streetscape improvements on the east and west sides of 9<sup>th</sup> Street from Garrison Avenue to North "A" Street. This project completed the fifth and final phase of planned streetscape improvements along the Garrison Avenue pedestrian corridor from the Garrison Avenue Bridge to Rogers Avenue. The locations of these improvements are shown on the attached map. A project summary sheet providing more detailed cost information is attached.

Federal funding in the amount of \$1,584,641 was utilized on the project. Funding for the work associated with Contract Revision No. 1 was through the Downtown Development Program. The remainder of the project was funded through the one cent street and drainage sales tax program. The project was substantially completed on November 28, 2013, ahead of the contract completion date of February 10, 2013.

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.

Enclosures

G:\DRAWINGS\CIP\00-00 CIPALL\2012\ STREETSAPES.dwg 11/14/12-16:05 RBR STREETScape 9th ST

-  PREVIOUSLY COMPLETED STREETScape
-  GARRISON STREETScape PROJECT
-  9TH STREET STREETScape PROJECT



GARRISON STREETSAPES  
FORT SMITH, ARKANSAS



Project:	09-09-B
Date:	NOV. 2012
Scale:	N/A
Drawn By:	RBR

## PROJECT SUMMARY

City of Fort Smith  
 Project Status: 100% Complete  
 Today's Date: 1/2/2013  
 Staff Contact Name: Stan Snodgrass  
 Staff Contact Phone: 784-2225  
 Contract Time (no of days): 360  
 Notice to Proceed Issued: 1/9/2012

Project Name: Garrison Ave. Streetscape  
 Project Number: 09-90-B  
 Project Engineer: MWC  
 Project Contractor: Forsgren Inc.

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	\$2,439,405.50	9/20/2011	1/2/2013
Contract Revision:			
1 Continuation of Streetscaping along both sides of North 9th St. from Garrison Ave. to North A St. including a 40 day time extension	\$51,445.00		2/10/2013
Adjusted contract amount	<u>\$2,490,850.50</u>		
Payments to date (as negative):	\$2,102,137.59		
Amount of this payment	\$21,233.71		
Contract balance remaining	\$367,479.20		
Retainage held	\$0.00		
Final payment	\$21,233.71		
Amount under revised contract as a percentage	14.8%		

**Final Comments:**

Federal funding in the amount of \$1,584,641 was utilized on the project. Funding for the work associated with Contract Revision No. 1 was through the Downtown Development Program. The remainder of the project was funded through the one cent street and drainage sales tax program. The project was substantially completed on November 28, 2013, ahead of the contract completion date of February 10, 2013.

RESOLUTION \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE AGREEMENT BETWEEN THE CITY OF FORT SMITH, ARKANSAS AND MERCY HEALTH, A MISSOURI NON-PROFIT CORPORATION, AS AGENT FOR MERCY HEALTH FORT SMITH COMMUNITIES, AN ARKANSAS NON-PROFIT CORPORATION TO JOINTLY DESIGN, ACQUIRE EASEMENTS, CONSTRUCT, MAKE IMPROVEMENTS AND FUND PUBLIC DRAINAGE IMPROVEMENTS AND AUTHORIZING THE WALDRON ROAD DRAINAGE IMPROVEMENTS, PROJECT 13-06-D**

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 the attached Agreement with Mercy Health, a Missouri non-profit corporation, as Agent for Mercy Health Fort Smith Communities, an Arkansas non-profit corporation providing for the sharing of costs to jointly design, acquire easements, construct, make improvements and fund the Waldron Road Drainage Improvements, Project 13-06-D.

SECTION 2: The City Administrator is hereby authorized to proceed with the planning, engineering, development and construction of the Waldron Road Drainage Improvements project at an approximate cost of \$575,000.

SECTION 3: Payment for the City’s share for the planning, engineering, development and construction authorized by Section 2 is hereby authorized from the Sales Tax Fund (1105). The award of the construction contract is subject to further approval by the Board of Directors.

This resolution adopted this \_\_\_\_\_ day of January, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form



\_\_\_\_\_  
No Publication Required

## MEMORANDUM

**To:** Ray Gosack, City Administrator

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

**Subject:** Mercy Clinic – Waldron Road and Free Ferry Road  
Waldron Road Drainage Improvements, Project 13-06-D

**Date:** January 10, 2013

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Mercy Clinic is planning on constructing a primary care office facility at the northwest corner of Waldron Road and Free Ferry Road. The proposed primary care office will be similar to the one recently constructed on Dallas Street east of the Mercy fitness center. A site plan and elevation views of the proposed office facility are attached.

The location of the facility contains a low area that is proposed to be filled. There is a very large area that drains to this low area which then outfalls through a culvert under Waldron Road. Upsizing of the culvert under Waldron Road will be needed as a result of the filling of the low area to alleviate potential flooding of neighboring structures. Additional drainage improvements downstream of the Waldron Road culvert across three properties will also be required. The estimated cost for these drainage improvements is \$575,000. An exhibit showing the location of the proposed drainage improvements is attached.

Mercy Clinic is requesting 50/50 cost sharing with the City for the proposed public drainage improvements. Two letters from Mercy Clinic are attached which provide more detail about the proposed primary care office facility. The facility is expected to create 26 employment positions and the total expenditure by Mercy on the facility is estimated at \$5.3 million. Based on the preliminary site and building information submitted by Mercy, the proposed facility will meet the zoning and other development requirements and no public meetings will be required.

An agreement to cost share the work has been prepared and is attached. We have had similar work in the past where this type of cost share agreement has taken place. The City's funding for the cost share agreement would come from the 1 cent sales tax program dedicated to streets, bridges and drainage improvements. Attached is a Resolution which authorizes the Mayor to execute the cost sharing agreement for these drainage improvements. I recommend that the resolution be presented to the Board for their consideration at the next regular meeting.

Enclosures

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



**MERCY CLINIC - FREE FERRY ROAD**

12/28/12





SOUTH ELEVATION



WEST ELEVATION



## MERCY CLINIC - FREE FERRY ROAD

12/28/12





NORTH ELEVATION



EAST ELEVATION

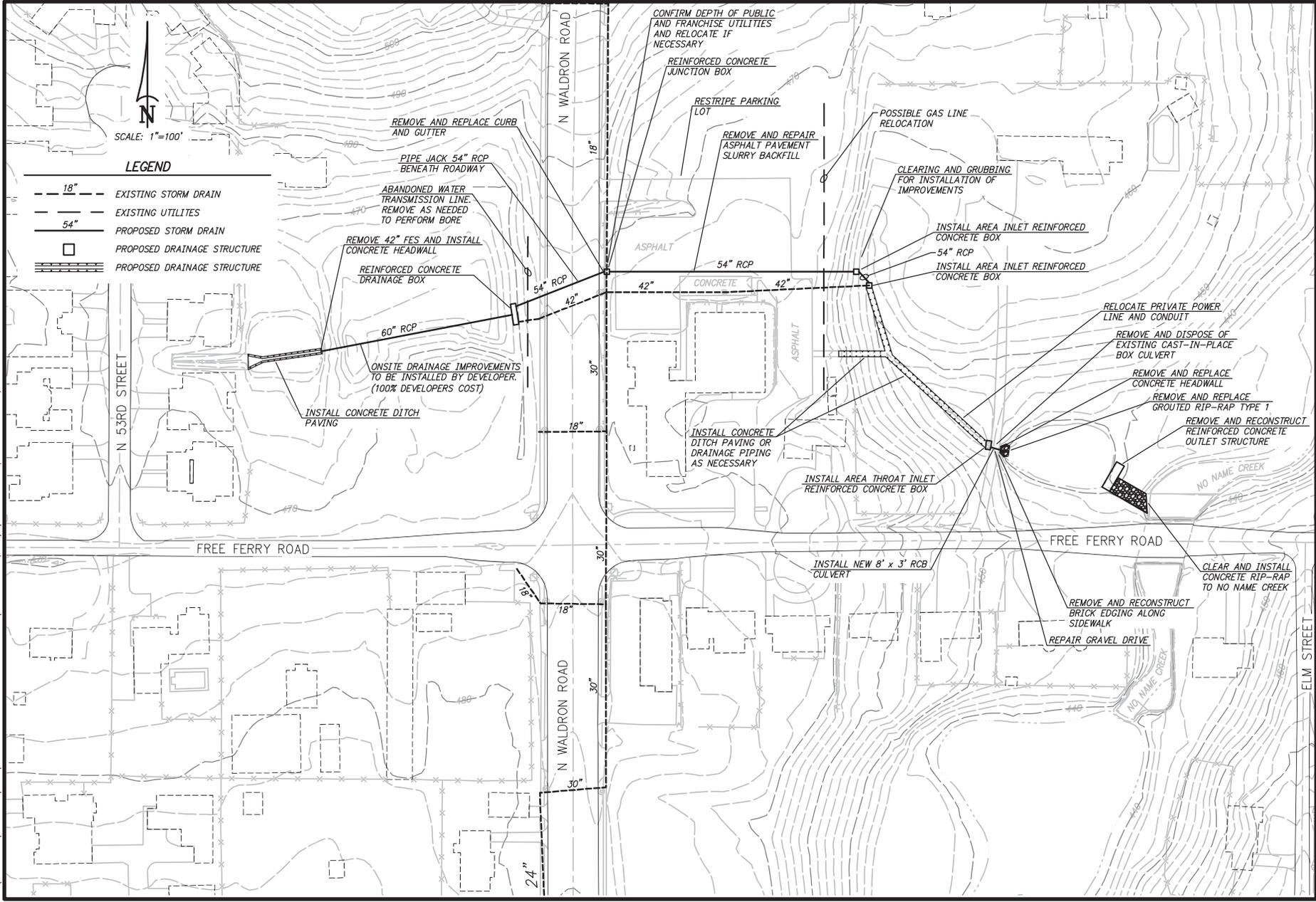


## MERCY CLINIC - FREE FERRY ROAD

12/28/12



U:\DRAWINGS\PROJECTS\2013\13-06-D WALDRON ROAD DRAINAGE.COST EST.DWG, 1/7/2013 3:19 PM, MIKE HENSON, LAYOUTS



SCALE: 1"=100'

**LEGEND**

- 18" EXISTING STORM DRAIN
- EXISTING UTILITIES
- 54" PROPOSED STORM DRAIN
- PROPOSED DRAINAGE STRUCTURE
- PROPOSED DRAINAGE STRUCTURE

**WALDRON ROAD DRAINAGE IMPROVEMENTS  
CONCEPTUAL COST ESTIMATE EXHIBIT  
PROJECT NO. 13-06-D**

1"=100'

DECEMBER 2012

13-06-D

**HAWKINS & WEIR  
ENGINEERS, INC.**

110 South 7th St. • Van Buren, AR 72957 • (479) 674-1227  
200 River Market Ave. • Suite 250 • Little Rock, AR 72201 • (501) 374-4846  
www.hawkins-weir.com



**Mercy Clinic**  
Administration  
5401 Ellsworth Rd.  
Fort Smith, AR 72903  
phone 479-314-4640  
www.mercy.net

December 4, 2012

Honorable Sandy Sanders, Mayor, City of Fort Smith  
Board of Directors of the City of Fort Smith

R. Cole Goodman, MD, FACS  
President

RE: Northwest corner of free ferry Road and Waldron.

Dear Mayor and Board,

Mercy Clinic of Fort Smith is in the process of constructing a total of 5 new primary care office buildings in the Fort Smith community. We just opened the first one on Dallas Street, to the East of the Mercy fitness center. This building was in excess of \$4 million of which 76% percent of the labor and materials were provided by Fort Smith and Van Buren subcontractors. Next one to be built will be over \$5 million, this to be built on the northwest corner of Free Ferry Road and Waldron Road. This property is zoned C2. The building will be exactly like the one on Dallas Street. The landscaping will be exactly like Dallas Street, except more. Property was bought with the idea that it has good access from the north side of the city of Fort Smith without ever having to cross Rogers Avenue, and go to the South side of Fort Smith or to the East side of Fort Smith for patients to see primary care physicians. Mercy Clinic bought this property knowing that we would have to do a lot of site work but not knowing of the water problem with drainage until after doing our due diligence. We met with Stan Snodgrass yesterday and discussed the drainage problem and where the excess water would go and came to the conclusion that a larger 54 inch pipe had to be passed under Waldron Road to provide further drainage of the water off of this property and that probably channeling on some private property and redo at least one driveway downstream will have to be done. We discussed with Stan cost sharing with Mercy and the city of Fort Smith sharing 50% of the cost each. We will be coming to the city council meeting on January 15th to present this proposal to you. The purpose of my letter is to give you a heads up for our purpose coming before you.

Mercy Clinic is actively recruiting new physicians to Fort Smith. Since July of 2012 we have brought 21 new physicians to Fort Smith in specialties ranging from primary care to radiation oncology to the intensive care medicine. We now have greater than 90 providers and plan to grow to 150. The Fort Smith area at the present time is underserved with physicians being at 43% of the national average of primary care physician to population. Our commitment to the community of Fort Smith is to bring over the next 3-5 years 30 new primary care physicians to Fort Smith. At the same time, our goal is to not have any further out migration of the physicians in any specialty from our community. What has been made abundantly clear to us is that if you do not have a place that you can show these new physicians where they will be seeing patients and practicing they will not come. Therefore, Mercy clinic is being proactive and building these buildings before we have the physicians, knowing that we will have to have the place to put them in order to bring them to town. Each of these buildings will cost between 4-1/2 and \$6 million. The economic benefits to the community from the construction of these buildings you're well aware of. Each new physician creates 3-4 new jobs in Fort Smith, with pay above the median for salary and benefits for our area. However, the most important part of this is improving the health care and access to healthcare for the citizens of our community. As I stated above, in order to do this we have to have places for these physicians to practice. In this instance we are asking for the city of Fort

Smith to share the drainage improvements costs with us to help provide for that. Having served on the city council for 3 terms, I am well aware of the concerns of the money to be spent and benefits to be derived. The relatively small investment that the City would make in cost sharing with Mercy Clinic in this endeavor will come back multiple fold in much improved health for the community of Fort Smith.

Please consider the request and if you have any questions about the quality of our building, landscaping, etc., please contact me and I will be happy to take you on a private tour of our Dallas Street building.

Yours truly,

A handwritten signature in blue ink, appearing to read "R Cole Goodman".

R Cole Goodman, M D, FACS

President

Mercy Clinic Fort Smith

P O Box 17000

Fort Smith, AR 72917

479-314-4713 Office

479-650-9901 Mobile

479-314-1190 Fax



December 28, 2012

Honorable Sandy Sanders, Mayor, City of Fort Smith  
Board of Directors of the City of Fort Smith

**Mercy Clinic**  
Administration  
5401 Ellsworth Road  
Fort Smith, AR 72903  
Phone 479-314-4640  
www.mercy.net

RE: 5335 Free Ferry Road; Mercy Free Ferry Clinic  
Off-Site Storm Water and Drainage Improvements

Dear Mayor and Board:

Please see the attached letter from December 4<sup>th</sup>, 2012 acknowledging the storm drainage issues associated with this property and respectfully request your assistance with cost sharing of the "off-site" storm water and drainage work scheduled to be provided both upstream and downstream of our property. We believe that working with the City of Fort Smith we can improve the drainage issues that have plagued this area for years and, at the same time, allow the development of our property to provide services to the community as a whole.

As previously mentioned, the establishment of a new clinic will allow MERCY to extend our services to the citizens within the community offering yet another convenient location for patients and their families. Additionally, the establishment of a new clinic provides opportunity for additional positions or jobs to be offered within our community. The number and type of potential positions that will be created and/or offered include:

One (1) Practice Manager  
Eight (8) Providers (physicians or APNs)  
Eight (8) Nurses/Medical Assistants  
Four (4) Patient Service Representatives  
Two (2) Laboratory Assistants  
Two (2) Radiology Technicians  
One (1) Referral Coordinator  
Potentially 26 job opportunities

The new facility is single story, structural steel, masonry, stucco and native stone exterior structure; approximately 13,350 square feet. The proposed clinic will be very similar to the clinic that was completely on Dallas Street and the overall total Mercy expenditure will be \$5.3 million. Please consider this letter as a formal request for cost sharing of the off-site storm water and drainage improvements. Should you have any questions or need additional information, please contact us immediately.

Sincerely,

A handwritten signature in black ink that reads "R. Cole Goodman MD". The signature is written in a cursive, flowing style.

R. Cole Goodman, MD  
President, Mercy Clinic Fort Smith

attachment

**AGREEMENT TO JOINTLY DESIGN, ACQUIRE EASEMENTS,  
CONSTRUCT, MAKE IMPROVEMENTS, AND FUND PUBLIC  
DRAINAGE IMPROVEMENTS EXTENDING FROM WEST OF WALDRON ROAD TO  
NO NAME CREEK**

**between**

**The City of Fort Smith, Arkansas, a municipal corporation**

**and**

**Mercy Health, a Missouri non-profit corporation, as Agent for  
Mercy Health Fort Smith Communities, an Arkansas non-profit corporation**

**January \_\_\_\_\_, 2013**

This AGREEMENT TO JOINTLY DESIGN, ACQUIRE EASEMENTS, CONSTRUCT, MAKE IMPROVEMENTS, AND FUND PUBLIC DRAINAGE IMPROVEMENTS EXTENDING FROM WEST OF WALDRON ROAD TO NO NAME CREEK, hereinafter "Agreement," is made and entered into this \_\_\_\_\_ day of January, 2013, by and between the City of Fort Smith, Arkansas, a municipal corporation hereinafter sometimes referred to as the "City," and Mercy Health, a Missouri non-profit corporation as Agent for Mercy Health Fort Smith Communities, an Arkansas non-profit corporation hereinafter sometimes referred to as "Mercy."

**WITNESSETH**

WHEREAS, the parties hereto intend to jointly design, acquire easements, construct, make improvements, and fund public drainage improvements;

NOW THEREFORE, in exchange of the mutual considerations set forth herein, the parties agree as follows with reference to jointly design, acquire easements, construction,

improvements and fund public drainage improvements.

1. **Project Limits and Scope.** This Agreement consists of a Project to design, acquire easements, construct, make improvements, and fund the public drainage improvements extending from West of Waldron Road to No Name Creek. The Project costs will include the engineering design costs, easement acquisition costs, construction costs and related costs. The Project will be paid for by the parties to this Agreement in the amounts set forth herein. A map/drawing identifying the Project limits is attached hereto as Exhibit "A," and incorporated herein.

2. **Project Timing.** The design approval for the Project is anticipated to take between (90) and (120) days after the approval of the Fort Smith Board of Directors of this Agreement. Advertisement for solicitation of bids and bidding is anticipated to take approximately four (4) weeks after the design is approved. Construction is anticipated to take approximately (150) days after a bid is selected and approved by the parties to this Agreement. It is anticipated that it should take between 270 and 300 days following the approval of this Agreement by the Fort Smith Board of Directors to have the Project completed.

3. **Project Expenses.** The Project cost, estimated to be approximately \$575,000.00, will include, but not be limited to, engineering fees, administrative costs, utility relocation costs, easement acquisition costs, construction costs and associated costs.

4. **Party Contributions.**

A. Mercy and the City of Fort Smith, Arkansas, hereby agree to each contribute fifty percent (50%) of the total costs and expenses of the Project.

B. Mercy agrees to grant to the City of Fort Smith, Arkansas, its contractors, servants, agents and assigns, a temporary construction easement in the form approved by the City to be used during the construction of the Project. The parties agree that the said temporary construction easement shall terminate when the Project has been completed and accepted by the parties hereto.

C. Mercy acknowledges that the City of Fort Smith, Arkansas, is relying on the promise of Mercy to complete the Project, as a material fact related to the City's agreement to contribute funds and that the City of Fort Smith would not contribute funds towards the Project, but for the promises of Mercy to assist in the completion of the Project and share in its cost.

D. Accordingly, Mercy represents and warrants to the City of Fort Smith, Arkansas, that Mercy has properly set aside, budgeted, or will otherwise allocate, sufficient resources to fund its share of the Project. The City of Fort Smith, Arkansas, represents and warrants to Mercy that it has obtained or will obtain all necessary City approvals for the Project.

E. Mercy hereby agrees to provide its contributions via payment to the City of Fort Smith, Arkansas, within thirty (30) days of billing from the City of Fort Smith, Arkansas, after the approval of a construction contract by the City's Board of Directors.

**5. *Project Management and Inspection.*** All of the parties hereto agree that:

A. The project will be designed and constructed in accordance with the City's design standards.

B. The City of Fort Smith and Mercy will be responsible for the review and approval of the preliminary engineering plans and the final engineering plans prior to advertising and soliciting bids for the Project;

C. The City of Fort Smith will be solely responsible for the advertising and soliciting of bids for the Project;

D. The City of Fort Smith will be solely responsible for the selection and awarding of a bid for the Project; and,

E. The City of Fort Smith will be solely responsible for the providing of construction management and inspection for the Project.

**6. Effect of Unavoidable Delays.** If any party to this Agreement, as the result of any (i) strikes, lockouts or labor disputes, (ii) inability to obtain labor or materials or reasonable substitutes therefore, (iii) acts of God, governmental action, condemnation, civil commotion, fire or other casualty, or (iv) other conditions similar to those enumerated in this Agreement beyond the reasonable control, other than financial, of the party obligated to perform, fails punctually to perform any obligation on its part to be performed under this Agreement, then such failure shall be excused and not be a breach of this Agreement by the party in question, but only to the extent occasioned by such event.

**7. No Construction Against Preparer.** This Agreement has been prepared by the City of Fort Smith, Arkansas, and its professional advisors and reviewed by Mercy, who hereby attests that Mercy has had the opportunity to have this Agreement reviewed by its own professional advisors. The City of Fort Smith, Arkansas, and Mercy, and their

separate advisors, believe that this Agreement is the product of their joint efforts and that it expresses their agreement. The parties agree that this Agreement should not be interpreted in favor of either the City of Fort Smith, Arkansas, or Mercy, merely because of their efforts in its preparation.

**8. *Entire Agreement.*** This Agreement constitutes all covenants, promises, agreements, warranties or representations, conditions and understandings between the City of Fort Smith, Arkansas and Mercy concerning the Project, and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth.

**9. *Alterations, Changes, and Additions.*** Except as herein otherwise provided, no subsequent alteration, change or addition to this Agreement shall be binding upon the City of Fort Smith, Arkansas, or Mercy, unless reduced to writing and signed by both parties.

**10. *Applicable Law and Construction.*** Enforcement or interpretation of any portion of this Agreement shall be governed by the laws of the State of Arkansas and any and all matters relating to this Agreement brought forth by either party for litigation shall be conducted in the jurisdiction and venue of the courts of the Fort Smith District of Sebastian County, Arkansas. If any provision(s) of this Agreement shall to any extent be invalid, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties, pursuant to resolutions of their respective governing bodies, have caused this Agreement to be executed effective as of the first date set forth above by the by the following individuals who represent that they have the

authority to bind the party for which they execute this Agreement.

**City of Fort Smith, Arkansas, a  
municipal corporation**

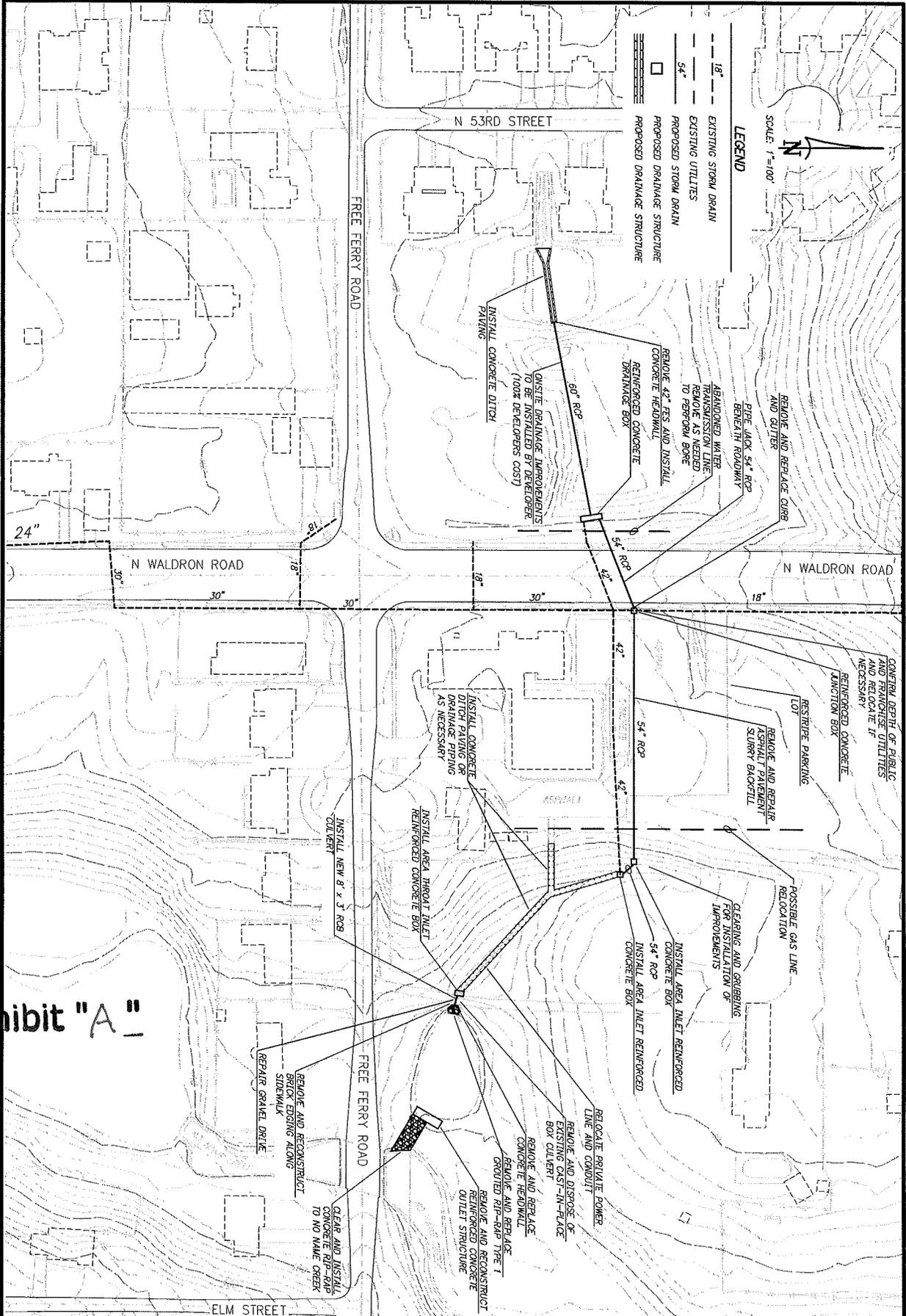
**Mercy Health, a Missouri non-profit  
corporation, as Agent for Mercy Health  
Fort Smith Communities, an  
Arkansas non-profit corporation**

By: \_\_\_\_\_  
Name: Sandy Sanders  
Its: Mayor

By: \_\_\_\_\_  
Name: Greta Wilcher  
Its: Vice President - Finance

Attest: \_\_\_\_\_  
Name: Sherri Gard  
Its: City Clerk

Attest: \_\_\_\_\_  
Name: Diane Piercy  
Its: Administrative Assistant IV



SCALE: 1"=100'

**LEGEND**

- 18" EXISTING STORM DRAIN
- 54" EXISTING UTILITIES
- PROPOSED STORM DRAIN
- PROPOSED DRAINAGE STRUCTURE
- PROPOSED DRAINAGE STRUCTURE

Exhibit "A"

**HAWKINS WEIR ENGINEERS, INC.**  
 110 South 7th St. • P.O. Box 648 • Van Buren, AR 72957 • (479) 474-1227  
 200 River Market Ave. • Suite 250 • Little Rock, AR 72201 • (501) 374-4846  
 www.hawkins-weir.com

WALDRON ROAD DRAINAGE IMPROVEMENTS  
 CONCEPTUAL COST ESTIMATE EXHIBIT  
 PROJECT NO. 13-06-D

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING A TEMPORARY EXTENSION OF THE  
LEASE AGREEMENT WITH THE UNITED STATES COAST GUARD  
AUXILIARY FLOTILLA 15-5 LOCATED AT 3802 GRAND AVENUE**

---

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

The Mayor is hereby authorized to execute a Memorandum of Understanding providing for a temporary extension of the lease agreement between the City of Fort Smith and the United States Coast Guard Auxiliary Flotilla 15-5 which provides for an extension of the leasing by the City of a building known as the "Old Fire Station No. 6" located along frontage of Tilles Park at 3802 Grand Avenue in Fort Smith, Arkansas.

The term of the extension shall be for a period of six (6) months, commencing on the 16<sup>th</sup> day of January, 2013, at the rental rate of \$1.00.

This Resolution adopted this \_\_\_\_\_ day of January, 2013.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:



\_\_\_\_\_  
No Publication Required

## Interoffice Memorandum

**TO:** Board of Directors

**COPY TO:** Ray Gosack, City Administrator

**FROM:** Alie Bahsoon, Purchasing Manager 

**SUBJECT:** Revisions to Item 5F-Coast Guard Auxiliary

**DATE:** January 14, 2013



---

Based on a meeting this morning with Mr. Gosack, myself and with Mr. Allan Crump of the Coast Guard Auxiliary, the auxiliary is requesting of the City to change the language in the lease agreement to reflect a “Memorandum of Understanding” instead.

The enclosed revisions to the resolution and agreement reflect the new language requested by the auxiliary as opposed to a “Lease Agreement.” The change is to allow the local auxiliary representatives to execute the extension without the document having to be sent off to the Coast Guard for approval which could potentially take a long time before it is returned and could possibly interfere with the 6-month period. The revisions have been reviewed and approved by the City’s legal counsel.

Additionally, Mr. Crump indicated that the auxiliary intends to submit a rehabilitation plan for the building with the goal of obtaining a longer lease and hopes to have the recommendations submitted to the City before the end of February.

Once again, the revised resolution is to authorize and execute a Memorandum of Understanding for the extension of the current lease agreement for a six month period in order to allow the auxiliary ample time to find and relocate to a different location.

Should you have any further questions, please do not hesitate to contact me.

# 5F (Revised)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding executed this \_\_\_\_ day of January, 2013, between the City of Fort Smith, Arkansas, LESSOR, and the United States Coast Guard Auxiliary Flotilla 15-5, Fort Smith, Arkansas, LESSEE, witness:

### I

The Lessor hereby leases the Lessee, the rental rate of One Dollar (\$1.00) for six months, and other valuable consideration, the following property of the City of Fort Smith, Arkansas, a certain building known as the old Fire Station No. 6, located at Tilles Park at 3802 Grand Avenue, Fort Smith, Arkansas, for the term of six (6) months, commencing on January 16, 2013. The Lessor shall have the right to extend this agreement on a month-to-month basis after six (6) months with a thirty (30) day advance notice to the Lessee.

### II

The Lessee agrees to pay all utilities charged to the premises and agrees to maintain the interior of the building in good and reasonable repair, ordinary wear and tear accepted.

### III

The Lessee shall use said premises for the purpose of the storage of United States Coast Guard Auxiliary boating safety equipment, search and rescue equipment, life saving equipment and survival equipment for the public welfare and safety of the citizens of Fort Smith, Arkansas, and surrounding territory, and shall further use said premises for the education and training of boating safety, for meetings of the Coast Guard Auxiliary Flotilla and to do all such similar associated acts for the common welfare and safety of the citizens of the Fort Smith area.

**5F (Revised)**

IV

The Lessee hereby releases the City of Fort Smith from all liability which might arise out of their use of the premises and hereby agrees to indemnify and hold the Lessor harmless from all claims, losses or expenses of any kind or description arising out of the use of the said property above described.

V

That said premises shall be used for no other purpose than those specifically described herein.

WITNESS the hands and seals of the Parties hereto this \_\_\_\_ day of January, 2013.

CITY OF FORT SMITH, ARKANSAS

By \_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

United States Coast Guard  
Auxiliary Flotilla 15-5  
Fort Smith, Arkansas

By \_\_\_\_\_  
Auxiliary Representative

5F

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING A TEMPORARY EXTENSION OF THE  
LEASE AGREEMENT WITH THE UNITED STATES COAST GUARD  
AUXILIARY FLOTILLA 15-5 LOCATED AT 3802 GRAND AVENUE**

---

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

The Mayor is hereby authorized to execute a temporary extension of the lease agreement between the City of Fort Smith and the United States Coast Guard Auxiliary Flotilla 15-5 which provides for the leasing by the City of a building known as the "Old Fire Station No. 6" located along frontage of Tilles Park at 3802 Grand Avenue in Fort Smith, Arkansas.

The term of the extension lease shall be for a period of six (6) months, commencing on the 16<sup>th</sup> day of January, 2013, at the rental rate of \$1.00.

This Resolution adopted this \_\_\_\_\_ day of January, 2013.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:



\_\_\_\_\_  
No Publication Required

## Interoffice Memorandum

**TO:** Ray Gosack, City Administrator

**FROM:** Alie Bahsoon, Purchasing Manager 

**SUBJECT:** Coast Guard Auxiliary Building

**DATE:** January 8, 2013



In January of 2003, Resolution R-11-03 was approved by the board authorizing a lease agreement between the City and the United States Coast Guard Auxiliary Flotilla 15-5 who presently leases the City's property at 3802 Grand Avenue for \$1 annually. This building was the former Fire Station #6 located at Tilles Park and as best as we know from the limited records on file, the lease agreement at this location has been ongoing since 1982.

In September of 1999, due to severe leaks and interior damage, a new roof was installed along with a new garage door, both totaling \$9,582. In April of 2008, the facility and roof sustained damage from the hail storm and the repairs and patch-up work to the roof totaled \$2,200. In February of 2012, the roof leaks caused major damage to the interior of the facility. I sent Dale Crampton Co. to evaluate the roof and to do immediate "patch-up" work (\$890) to minimize the leaks. I also requested of them a complete assessment of the condition of the existing roof and they recommended the roof to be replaced. Their preliminary estimate for the replacement of the roof was at \$26,619.

Although the City owns this property, funding is not available to replace the roof and the auxiliary has expressed that they do not have the funds either. Because of the repair costs, insurance (\$200 annually), the age (1950) and the fact that the no city department is directly benefiting from use of the building, staff is recommending to demolition the property and incorporate the land into Tilles Park. The demolition is estimated to be around \$8,000 for which funding has been budgeted for in the 2013 budget.

The lease agreement allows for the City to cancel the agreement with a six (6) months advance notice and it is for this reason that I am recommending the enclosed resolution is adopted to extend the lease for a six month period in order to allow the auxiliary ample time to find and relocate to a different location and we can proceed with soliciting demolition bids thereafter.

Should you have any further questions, please do not hesitate to contact me.

## LEASE AGREEMENT

This Lease Agreement executed this \_\_\_\_\_ day of January, 2013, between the City of Fort Smith, Arkansas, LESSOR, and the United States Coast Guard Auxiliary Flotilla 15-5, Fort Smith, Arkansas, LESSEE, witness:

### I

The Lessor hereby leases the Lessee, the rental rate of One Dollar (\$1.00) for six months, and other valuable consideration, the following property of the City of Fort Smith, Arkansas, a certain building known as the old Fire Station No. 6, located at Tilles Park at 3802 Grand Avenue, Fort Smith, Arkansas, for the term of six (6) months, commencing on January 16, 2013. The Lessor shall have the right to extend this agreement on a month-to-month basis after six (6) months with a thirty (30) day advance notice to the Lessee.

### II

The Lessee agrees to pay all utilities charged to the premises and agrees to maintain the interior of the building in good and reasonable repair, ordinary wear and tear accepted.

### III

The Lessee shall use said premises for the purpose of the storage of United States Coast Guard Auxiliary boating safety equipment, search and rescue equipment, life saving equipment and survival equipment for the public welfare and safety of the citizens of Fort Smith, Arkansas, and surrounding territory, and shall further use said premises for the education and training of boating safety, for meetings of the Coast Guard Auxiliary Flotilla and to do all such similar associated acts for the common welfare and safety of the citizens of the Fort Smith area.

IV

The Lessee hereby releases the City of Fort Smith from all liability which might arise out of their use of the premises and hereby agrees to indemnify and hold the Lessor harmless from all claims, losses or expenses of any kind or description arising out of the use of the said property above described.

V

That said premises shall be used for no other purpose than those specifically described herein.

WITNESS the hands and seals of the Parties hereto this \_\_\_\_ day of January, 2013.

CITY OF FORT SMITH, ARKANSAS

By \_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

United States Coast Guard  
Auxiliary Flotilla 15-5  
Fort Smith, Arkansas

By \_\_\_\_\_  
Flotilla Commander

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING A TEMPORARY EXTENSION OF THE CITY'S  
CONTRACT WITH THE SEBASTIAN COUNTY HUMANE SOCIETY**

---

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

WHEREAS, the City of Fort Smith entered into a contract with the Sebastian County Humane Society on July 20, 2010, which contract continues through February 1, 2013; and,

WHEREAS, presently the City of Fort Smith and the Sebastian County Humane Society desire to negotiate the terms of any renewed contract beyond February 1, 2013, and, inasmuch as contract negotiations may extend beyond February 1, 2013,

NOW, THEREFORE, the Mayor of the City of Fort Smith is authorized, his signature being attested by the City Clerk, to sign a contract extension, a copy of which is attached, under the existing terms, for a period not to exceed May 31, 2013, to allow an opportunity for a new contract to be presented to the Board of Directors of the City of Fort Smith and to the Board of Directors of the Sebastian County Humane Society for their respective review and approval.

This Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

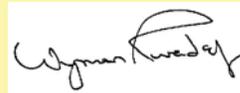
**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

Approved as to form:



\_\_\_\_\_  
No Publication Required

**EXTENSION OF CONTRACT BETWEEN THE CITY OF FORT SMITH AND THE  
SEBASTIAN COUNTY HUMANE SOCIETY**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Fort Smith, Arkansas (“City”), and the Sebastian County Humane Society (“Humane Society”),

WITNESSETH:

WHEREAS, the City of Fort Smith and the Sebastian County Humane Society entered into a contract which expires February 1, 2013, and,

WHEREAS, the City and the Humane Society desire to negotiate the terms of a renewed contract beyond February 1, 2013,

NOW, THEREFORE, it is agreed by the parties in exchange for the mutual covenants and agreements set forth herein:

1. The existing contract between the City and the Humane Society shall remain in effect, under the existing terms of that contract, for a period not to exceed May 31, 2013. In the event that the parties successfully negotiate a new contract prior to May 31, 2013, that new agreement shall be presented to the City and to the Humane Society for approval and, upon approval, shall replace and supersede this current contract extension.
2. This instrument embodies the whole agreement of the parties. There are no other promises, terms, conditions, or obligations other than those contained herein; this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.
3. This Agreement is executed on the City’s behalf by its Mayor as set forth below pursuant to Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2013.
4. This Agreement is executed on behalf of the Sebastian County Humane Society by its authorized representative set forth below pursuant to authorization of its Board of Directors.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_

City Clerk

City of Fort Smith, Arkansas

\_\_\_\_\_

Mayor

Sebastian County Humane Society

\_\_\_\_\_

Executive Director



**Fort Smith Police Department**  
Kevin Lindsey, Chief of Police

**INTERDEPARTMENTAL MEMORANDUM**

**To: Ray Gosack City Administrator**

**From: Kevin Lindsey, Chief of Police**

**Subject: Request for Contract Extension with Sebastian County Humane Society**

**Date: January 10, 2013**

The Fort Smith Police Department requests an extension to the City's current contract with the Sebastian County Humane Society through May 31, 2013. There will be no service interruptions to the citizens of Fort Smith in regards to Animal Control operations.

The present contract, adopted by the Board of Directors on July 20, 2010, was set to expire on August 1, 2012. The Board of Directors approved a contract extension to February 1, 2013, at the June 29, 2012 regular meeting. Contract negotiations are still in progress, necessitating this request for the second extension. A representative from the Humane Society Board of Directors and the Executive Director of the Humane Society both agree to this extension.

Please contact me if you have questions or concerns pertaining to this matter.

RESOLUTION NO. \_\_\_\_

**RESOLUTION APPROVING GUARANTEED MAXIMUM PRICE  
AMENDMENT TO THE GENERAL CONTRACTOR CONSTRUCTION  
MANAGER AGREEMENT WITH BESHEARS CONSTRUCTION, INC.**

---

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

The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the Guaranteed Maximum Price Amendment to the General Contractor Construction Manager Agreement with Beshears Construction, Inc. approved by Resolution R-177-12, providing for a guaranteed maximum price for the construction of Fire Station #11 in the amount of Two-Million Eight-Hundred Twenty-Two Thousand Nine-Hundred Seventy-Six Dollars and Fifty-Three Cents (\$2,822,976.53) and a guaranteed maximum price for the associated road work of Two-Hundred Ninety-Two Thousand Five Hundred Eighty Thousand and Twenty-Three Cents (\$292,580.23), for a combined guaranteed maximum price of Three-Million One-Hundred and Fifteen Thousand Five-Hundred Fifty-Six Dollars and Seventy-Six Cents (\$3,115,556.76).

This Resolution adopted this \_\_\_\_ day of January, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

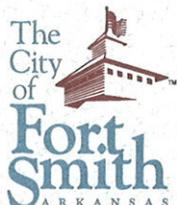
ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:.



\_\_\_\_\_  
City Attorney  
No Publication Required



## FORT SMITH FIRE DEPARTMENT

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



Mike Richards  
Fire Chief

### Memo

**To:** Ray Gosack, City Administrator  
**From:** Mike Richards, Fire Chief  
**Date:** January 8, 2013  
**Re:** Amendment Approving Guaranteed Maximum Price for Fire Station 11

On August 7, 2012, the Board of Directors approved Resolution R 177-12 allowing the City to enter into a General Contractor Construction Manager agreement with Beshears Construction for the construction of Fire Station 11 and adjacent public street at Chaffee Crossing. The purpose of using the Construction Manager delivery method was to incorporate value engineering on the front end of the design of the fire station thereby saving the city time and money in the overall construction process.

This process still allowed for open competitive bidding for all construction phases of the project. Sealed bids for each phase of the building project were opened in public on December, 20, 2012. Beshears Construction has reviewed the bids and has proposed a guaranteed maximum price for the construction of Fire Station 11 at **\$ 2,822,976.53**. The total cost of Fire Station 11 including site work, architect, and engineering fees is projected to be **\$ 3,000,000.00**.

The adjacent public street is also part of the overall project but separate from the guaranteed maximum price for the building and site work. Sealed bids for this part of the project were also opened on December 20, 2012. Beshears Construction has reviewed those bids and proposed a guaranteed maximum price for the street project at **\$ 292,580.23**. The total amended agreement to Beshears Construction for the entire project will be at a guaranteed maximum price of **\$ 3,115,556.76**.

An American Institute of Architects (A.I.A.) Document A133-2009 standard form of agreement for the Construction Manager at Risk delivery method has been amended and reviewed by the city attorney. We are therefore recommending Board approval for the Mayor to execute the amended agreement for the construction of Fire Station 11 and the adjacent public street located at Chaffee Crossing. With approval of this Resolution, ground breaking and construction could start within two (2) weeks. Completion of this project is projected for late 2013 or early 2014.

The funding for the fire station and related site work will come from the revenue bonds financed with the  $\frac{3}{4}$  cent sales tax approved by the citizens of Fort Smith in March, 2012. The funding for the adjacent public street will come from the street sales tax.

CONTRACT PRICING FORT SMITH FIRE STATION #11			
	BID DAY	VE	BUILDING GMP
GENERAL CONDITIONS	\$119,510.00	\$0.00	\$119,510.00
EARTHWORK	\$64,900.00	\$21,950.00	\$86,850.00
ASPHALT PARKING LOT	\$22,230.00	-\$1,955.00	\$20,275.00
LANDSCAPING & IRRIGATIONS	\$75,730.00	-\$25,000.00	\$50,730.00
CONCRETE	\$334,000.00	\$0.00	\$334,000.00
STONE MASONRY	\$63,620.00	-\$7,861.00	\$55,759.00
CMU MASONRY	\$77,036.00	\$0.00	\$77,036.00
STRUCTURAL STEEL & METAL BUILDING	\$301,000.00	-\$5,580.00	\$295,420.00
ACOUSTICAL & GYPSUM DRYWALL	\$198,525.00	-\$11,216.00	\$187,309.00
FINISH CARPENTRY & WOOD CABINET WORK	\$37,114.00	-\$3,512.00	\$33,602.00
CAULKING & SEALANTS	\$16,756.00	\$0.00	\$16,756.00
ROUGH CARPENTRY & CEMENT SIDING	\$68,000.00	-\$1,920.00	\$66,080.00
DOORS, FRAMES & MISC. SPECIALTIES	\$197,000.00	-\$14,925.00	\$182,075.00
GLASS, GLAZING & STOREFRONT	\$33,685.00	-\$1,305.00	\$32,380.00
SPECIALTY DOORS	\$45,571.00	-\$5,269.00	\$40,302.00
FLOOR COVERING	\$5,342.00	\$0.00	\$5,342.00
CERAMIC TILE	\$45,472.00	-\$5,500.00	\$39,972.00
PAINTING & STAINED CONCRETE	\$72,909.00	-\$5,143.00	\$67,766.00
PLUMBING	\$99,750.00	\$17,172.77	\$116,922.77
HVAC	\$118,840.00	\$871.00	\$119,711.00
FIRE SPRINKLERS	\$52,660.00	\$2,200.00	\$54,860.00
ELECTRICAL	\$455,470.00	-\$18,360.00	\$437,110.00
DUMPSTERS & PERIODIC CLEAN-UP	\$8,702.00	\$0.00	\$8,702.00
SPECIAL INSPECTIONS	\$5,500.00	\$0.00	\$5,500.00
SEISMIC ALLOWANCE	\$5,000.00	-\$5,000.00	\$0.00
COX CABLE ALLOWANCE	\$4,500.00	\$0.00	\$4,500.00
FURNITURE ALLOWANCE	\$90,000.00	-\$20,000.00	\$70,000.00
ALERTING ALARM SYSTEM SUPPORT ALLOWANCE	\$10,000.00	\$0.00	\$10,000.00
<b>SUBTOTAL</b>	<b>\$2,628,822.00</b>	<b>-\$90,352.23</b>	<b>\$2,538,469.77</b>
PERMIT	\$11,245.00	\$0.00	\$11,245.00
BUILDERS RISK & OCP INSURANCE	\$9,119.00	\$0.00	\$9,119.00
BOND	\$21,000.00	\$0.00	\$21,000.00
CM FEE	\$179,500.00	\$0.00	\$179,500.00
<b>SUBTOTAL</b>	<b>\$2,849,686.00</b>	<b>-\$90,352.23</b>	<b>\$2,759,333.77</b>
CONTINGENCY	\$100,000.00	-\$36,357.24	\$63,642.76
A&E FEES	\$170,500.00		\$2,822,976.53
PRINTING	\$6,023.47		\$170,500.00
STATE PLUMBING REVIEW	\$500.00		\$6,023.47
<b>TOTAL</b>	<b>\$3,126,709.47</b>		<b>\$500.00</b>
			<b>\$3,000,000.00</b>
Dirt contractor to topsoil work in lieu of Landscaper	\$ (3,050.00)		
Alternate Cellofoam Type II insulation on exterior walls	\$ (9,816.00)		
Change all ceiling tile to 1728	\$ (1,400.00)	\$283,979.23	ROAD BID
Alternate 2" x 2" Ceramic Floor Tile	\$ (3,500.00)	\$8,236.00	ROAD BOND
Delete Parkland Collection - Wall tiel C	\$ (2,000.00)	\$365.00	INSURANCE
Change asphalt to 2" on visitor parking	\$ (1,955.00)	\$292,580.23	ROAD GMP
Delete fire hydrant previously installed	\$ (14,925.00)		
Painting Delete Bond	\$ (5,143.00)	\$2,822,976.53	BUILDING GMP
Millwork Clarifications and adjustments	\$ (3,512.00)	\$292,580.23	ROAD GMP
Change to alternate glass door glosures	\$ (218.00)	\$3,115,556.76	TOTAL GMP
Change operable kitchen windows to fixed	\$ (982.00)		
Change aluminum door hardware finish to clear anodized	\$ (105.00)		
Alternate #1 change rock lay-out	\$ (6,816.00)		
Alternate #2 Change back overhead doors	\$ (5,269.00)		
Alternate #3 Delete Back Eye-brow	\$ (1,045.00)		
Masonry	\$ (1,920.00)		
Rough Carpentry	\$ (5,580.00)		
Metal	\$ (20,000.00)		
Reduce Furniture Allowance	\$ (6,360.00)		
Delete Mag locks due to electronic strikes	\$ (12,000.00)		
Lighting Modifications	\$ 12,172.77		
Plumbing Seismic Adjustment	\$ 2,200.00		
Fire Sprinkler Seismic Adjustment	\$ 871.00		
HVAC ductwork, rating and seismic	\$ (36,357.24)		
Reduce Contingency	\$3,000,000.00		





**Fire Station 11**  
**Chaffee Crossing**  
**Fort Smith, Arkansas**





MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: January 9, 2013

SUBJECT: Parking Authority

The term of Linda Gurlen of the Parking Authority has expired December 31, 2012. Ms. Gurlen wishes to be reappointed at this time.

There are not other applicants available at this time.

Appointments are **by the Mayor confirmed by the Board of Directors**. One appointment is needed; the term will expire December 31, 2017.

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

## Parking Authority

The Parking Authority is authorized to supervise and control all matters pertaining to the parking of vehicles within the City.

The Parking Authority consist of five members appointed by the Mayor with the approval of the Board of Directors for five year terms. Members shall be qualified electors of the city and cannot hold any elective office of city, county, or state. The Parking Authority meets on call.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRE</u>
Linda K. Gurlen P.O. Box 180262 (18) 646-8535 (h) 479-424-1152 (w) <a href="mailto:lgurlen@cox.net">lgurlen@cox.net</a>	01/23/08	12/31/12
Loretta Parker 2720 S. Waldron (03) 452-4224 (h)	12/16/03	12/31/13
John Moates Proprietor 7408 Millennium Drive (16) 221-2083 (w) 926-3122 (h) <a href="mailto:john@blazenburrito.com">john@blazenburrito.com</a>	05/20/08	12/31/14
Kyle W. Gilliam 11801 Southcrest Drive (16) 648-2909 (h) 573-1651 (w) <a href="mailto:kgilliam@arvest.com">kgilliam@arvest.com</a>	03/20/12	12/31/17

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

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

Date: 12/21/12

Name: LINDA K. GURLEN

Home Telephone: 479-646-8535

Home Address: P.O. BOX 180262

Work Telephone: 479-651-4951

Zip: 72918-0262

Email: L.GURLEN@COX.NET

Occupation: owner/mgr commercial real estate  
 (If retired, please indicate former occupation or profession)

Education: College graduate BSEd

Professional and/or Community Activities: Saint Paul United Methodist  
Staff/Parish Relations chair, Community Rescue Mission

Additional Pertinent Information/References: \_\_\_\_\_

Are you a registered voter in the City of Fort Smith? Yes  No \_\_\_\_\_

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?

Yes \_\_\_\_\_ NO

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License [redacted] Date of Birth [redacted] This information will be used for a background check of all applicants.

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

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



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: January 10, 2013

SUBJECT: Sebastian County Regional Solid Waste Management Board

The terms of Mr. Carl Davis and Director Kevin Settle of the Sebastian County Regional Solid Waste Management Board will expire January 21, 2013. Mr. Davis wishes to be reappointed to this board and Director Settle does not wish to be reappointed at this time.

The applicants available at this time are:

Carl Davis	3917 South 27 Circle
Director Keith Lau	P.O. Box 2650
Coby Logan	P.O. Box 10475
Don Keesee	6607 Highland Park

Appointments are **by the Mayor confirmed by the Board of Directors**. Two appointments are needed; the terms will expire January 21, 2016.

## Sebastian County Regional Solid Waste Management Board

The purpose of the District is the protection of the public health and the state's environmental quality through the development and maintenance of a solid waste district for Sebastian County and the municipalities of Barling, Bonanza, Central City, Fort Smith, Greenwood, Hackett, Hartford, Huntington, Mansfield, Midland, and Lavaca. Further, the District shall serve to address local agencies, needs and other requirements as are more clearly defined in Act 752 of 1991.

City appointments are by the Mayor subject to confirmation by the Board of Directors, for three-year terms. One city appointment shall consist of a representative of Fort Chaffee. County appointments are by the County Judge subject to confirmation of the Quorum Court. Meetings are quarterly on call.

	<u>Date Appointed</u>	<u>Term Expires</u>
<u>CITY APPOINTMENTS:</u>		
Carl Davis Davis Iron & Metal P.O. Box 2796 (13-2796) 783-8931 (w) Fax: 783-0097	02/04/97	01/21/13
Director Kevin Settle 10904 Cork Court (08) 648-2872 (h)	01/16/07	01/21/13
Bruce D. King 1712 Houston Street (01) 806-5386 (h) (479) 573-2809 (w)	03/16/10	01/21/14
Sandy Sanders, Mayor P.O. Box 1908 (02) 784-2437	01/04/11	01/21/15
Andrew Galbach 9901 Butterfield Landing (03) 414-4988 (h) 649-0894 (w) <u>andy@apfab.net</u>	02/21/12	01/21/15

Date  
Appointed

Term  
Expires

COUNTY APPOINTMENTS:

Judge David Hudson  
Sebastian County Courthouse (1)  
783-6139

01/21/98

01/21/13

Glen Hurt, Mayor  
P. O. Box 476  
Mansfield, AR 72944  
479-928-5552  
479-928-4572 (f)

08/20/02

01/21/14

Hugh Hardgrave, Mayor  
P.O. Box 3  
Lavaca, AR 72941  
806-6471

11/20/11

01/21/14

FORT CHAFFEE REPRESENTATIVE:

Lt. Col. Michael Stansky  
US Army Garrison ATZR-ZF  
Fort Chaffee, AR 72905-5000  
484-3165

01/17/06

01/21/14

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

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

Date: 12-28-12

Name: C. CARL DAVIS

Home Telephone: 479 452-8383

Home Address: 3917 South 27<sup>th</sup> Circle

Work Telephone: 479 783-8931

Zip: 72901 Fort Smith, AR

Email: CARL@DAVISIRONMETAL.COM

Occupation: DAVIS IRON & METAL - owner  
 (If retired, please indicate former occupation or profession)

Education: U. of TEXAS - AUSTIN

Professional and/or Community Activities: CHAIRMAN - Sebastian County Reg. Solid Waste Board, Sympathy Board, Hancock CC Board, Chamber of Commerce Board, Mercy Hospital Foundation Board

Additional Pertinent Information/References: \_\_\_\_\_

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

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?

Yes  NO

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License [REDACTED] Date of Birth [REDACTED] This information will be used for a background check of all applicants).

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

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

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

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

Date: 4/4/12

Name: Coby W. Logan

Home Telephone: \_\_\_\_\_

Home Address: PO Box 10475

Work Telephone: (479) 782-8813

Zip: 72917

Email: clogan@bbsclaw.com

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

Education: Univ. of Ark. School of Law, Fayetteville

Professional and/or Community Activities: \_\_\_\_\_

Additional Pertinent Information/References: \_\_\_\_\_

Are you a registered voter in the City of Fort Smith? Yes X No
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes NO X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License \_\_\_\_\_ Date of Birth \_\_\_\_\_
information will be \_\_\_\_\_ (and check of all applicants).

I am interested in:

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

ScRSWMB

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

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

Date: 11-1-2012

Name: Don Keese Home Telephone: 479-719-8522

Home Address: 6609 Highland Park Work Telephone: 479-452-0709

Zip: 72916 Email: KEESEBANKER@YAHOO.COM

Occupation: BANKER / Regional President Summit Bank  
(If retired, please indicate former occupation or profession)

Education: Graduate School

Professional and/or Community Activities: Girls Inc, Chamber, @  
LAFFS

Additional Pertinent Information/References: \_\_\_\_\_

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

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

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License AR  Date of Birth 

information will be use to cor  (and check of all applicants)

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

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



January 10, 2013

TO: Members of the Board of Directors  
Members of the Outside Agency Review Panel

RE: Appointments:

The term of Ms. Barbara Peterson of the Outside Agency Review Panel will expire March 31, 2013. In accordance with Ordinance No. 2926 applications for this prospective vacancy are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on February 10, 2013. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to [www.fortsmithar.gov](http://www.fortsmithar.gov) and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Ray Gosack".

Ray Gosack  
City Administrator

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



January 7, 2013

TO: Members of the Board of Directors  
Members of the Plumbing Advisory Board

RE: Appointments:

The term of Mr. Alan Anderson of the Plumbing Advisory Board will expire effective February 28, 2013. In accordance with Ordinance No. 2926 applications for this prospective vacancy are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrators office no later than the close of business on February 8, 2013. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to [www.fortsmithar.gov](http://www.fortsmithar.gov) and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Ray Gosack".

Ray Gosack  
City Administrator

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



January 8, 2013

TO: Members of the Board of Directors  
Members of the Port Authority

RE: Appointments:

Mr. Rick Parrish of the Port Authority has resigned his position on January 7, 2013. In accordance with Ordinance No. 2926 applications for these prospective vacancies are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

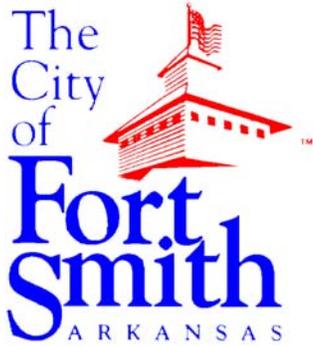
Please submit applications to the city administrator's office no later than the close of business on February 10, 2013. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to [www.fortsmithar.gov](http://www.fortsmithar.gov) and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Ray Gosack".

Ray Gosack  
City Administrator

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



Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

**Board of Directors**

Ward 1 – Keith Lau

Ward 2 – Andre' Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Pam Weber

At Large Position 6 – Kevin Settle

At Large Position 7 – Philip H. Merry Jr.

***AGENDA ~ Summary***  
**Fort Smith Board of Directors**  
**Regular Meeting**  
**January 15, 2013 ~ 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 6***

**INVOCATION & PLEDGE OF ALLEGIANCE**

**ROLL CALL**

*All present*

**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)*

*Information available by viewing rebroadcast of the meeting on the City Access Channel 6 or City website*

**APPROVE MINUTES OF THE JANUARY 3, 2013 REGULAR MEETING AND JANUARY 8, 2013 SPECIAL MEETING**

*Unanimously approved as written*

**ITEMS OF BUSINESS:**

1. Ordinance amending Section 14-27 and adding Section 14-33 to the Fort Smith Municipal Code to authorize urban deer hunts within the city limits under specified conditions ~ *Settle/Lau placed on agenda at the January 8, 2013 study session ~*  
*Approved 4 favor, 3 opposed (Catsavis, Weber & Merry) This ordinance did not receive 5 affirmative votes for adoption on its first reading; therefore, the ordinance will be placed on the February 5, 2013 regular meeting agenda for its second reading*

2. Ordinance amending Section 2-182 of the Fort Smith Municipal Code regarding professional services ~ *Ordinance tabled at the December 4, 2012 regular meeting; Weber/Settle placed on agenda at the January 8, 2013 study session ~ Approved 6 favor, 1 opposed (Merry) / Ordinance No. 4-13*
3. Ordinance ordering the owners of certain dilapidated and substandard structures to demolish same, authorizing the City Administrator to cause the demolition of such structures to occur, and for other purposes (*4205 Mussett Road*)  
*Approved 7 favor, 0 opposed / Ordinance No. 5-13*
4. Ordinance authorizing the Mayor to execute agreements for certain services for inhabitants of the City of Fort Smith  
*Approved 7 favor, 0 opposed / Ordinance No. 6-13*
5. Consent Agenda
  - A. Resolution authorizing execution of an agreement for comprehensive planning consultant services with Wallace Roberts & Todd, LLC (*\$339,976.00 / Planning Department / Budgeted – Program 4106-219; Not Budgeted – Unobligated General Fund*) ~ *Settle/Lorenz placed on the agenda at the January 8, 2013 study session ~ Approved 7 favor, 0 opposed / Resolution No. R-9-13*
  - B. Resolution authorizing acquisition of real property interests for Jenny Lind Road and Ingersoll Avenue Widening, Project No. 07-01-A (*\$186,400.00 / Engineering Department / Budgeted – Sales Tax Program Fund*)  
*Approved 7 favor, 0 opposed / Resolution No. R-10-13*
  - C. Resolution authorizing an aerial services agreement for an aerial survey and photogrammetry services (*\$448,325.71 / Engineering Department / Budgeted – Sales Tax Program Fund*)  
*Approved 7 favor, 0 opposed / Resolution No. R-11-13*
  - D. Resolution to accept completion of and authorize final payment for the construction of Garrison Avenue Streetscape, 9<sup>th</sup> Street to 13<sup>th</sup> Street, Project No. 09-90-B (*\$21,233.71 / Engineering Department / Budgeted – Sales Tax Program Fund*)  
*Approved 7 favor, 0 opposed / Resolution No. R-12-13*
  - E. Resolution authorizing the agreement between the City of Fort Smith, Arkansas and Mercy Health, a Missouri non-profit corporation as agent for Mercy Health Fort Smith Communities, an Arkansas non-profit corporation, to jointly design, acquire easements, construct, make improvements and fund public drainage improvements and authorizing the Waldron Road Drainage Improvements, Project No. 13-06-D (*\$287,500.00 / Engineering Department / Not Budgeted – Sales Tax Program Fund*)  
*Approved 6 favor, 1 opposed (Catsavis) / Resolution No. R-13-13*

- F. Resolution authorizing a temporary extension of the lease agreement with the United States Coast Guard Auxiliary Flotilla 15-5 located at 3802 Grand Avenue  
*Approved 7 favor, 0 opposed as revised (to include execution of Memorandum of Understanding) / Resolution No. R-14-13*
- G. Resolution authorizing a temporary extension of the City's contract with the Sebastian County Humane Society  
*Approved 7 favor, 0 opposed / Resolution No. R-15-13*
- H. Resolution approving guaranteed maximum price amendment to the General Contractor Construction Manager agreement with Beshears Construction, Inc. (Fire Station No. 11) (\$3,115,556.76 / Fire Department / Budgeted – 2012 Sales Tax Bonds & Sales Tax Program Fund)  
*Approved 7 favor, 0 opposed / Resolution No. R-16-13*

**OFFICIALS FORUM ~ presentation of information requiring no official action**

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

- Mayor
- Directors
- City Administrator

*Information available by viewing rebroadcast of the meeting on the City Access Channel 6 or City website*

**EXECUTIVE SESSION**

*7:05 p.m.*

- Appointment: **PARKING AUTHORITY**  
Linda Gurlen (reappointed)  
Term expires December 31, 2017

**SEBASTIAN COUNTY REGIONAL SOLID WASTE  
MANAGEMENT BOARD**

Carl Davis (reappointed)  
Director Keith Lau  
Terms expire January 21, 2016

**ADJOURN**

*7:12 p.m.*

## **MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING**

**TUESDAY ~ JANUARY 15, 2013 ~ 6:00 P.M.**

### **FORT SMITH PUBLIC SCHOOLS SERVICE CENTER**

The meeting was called to order by Mayor Sandy Sanders, presiding. Invocation was given by Reverend Kevin Johnson of Community Church at Chaffee Crossing, followed by the Pledge of Allegiance. On roll call the following members of the Board were present: Directors Keith Lau, Andre' Good, Mike Lorenz, George Catsavis, Pam Weber, Kevin Settle and Phillip H. Merry, Jr. The Mayor declared a quorum present.

The Mayor inquired if any Board member had any item of business to present that was not already on the agenda. There was none presented.

The minutes of the January 3, 2013 regular meeting and January 8, 2013 special meeting were presented for approval. Settle, seconded by Good, moved approval of the minutes as written. The members all voting aye, the Mayor declared the motion carried.

With regard to the time limit policy for persons wishing to address the Board, the Mayor communicated that five (5) minutes per side would be granted for controversial items with three (3) minutes for rebuttal per side, and two (2) minutes for comments only.

Item No. 1 was an ordinance amending Section 14-27 and adding Section 14-33 to the Fort Smith Municipal Code to authorize urban deer hunts within the city limits under specified *conditions* ~ *Settle/Lau placed on agenda at the January 8, 2013 study session* ~

Police Chief Kevin Lindsey briefed the board on the item as discussed at the January 8, 2013 study session. The Fort Chaffee Redevelopment Authority (FCRA) identified an increase in deer interaction with the general public in the Chaffee Crossing

**January 15, 2013 Regular Meeting**

region. The Arkansas Game and Fish Commission (AGFC) was contacted whereby the Urban Deer Hunt Program was recommended as a practical and economical way to reduce the deer population. The program maintains multiple requirements for participation; therefore, only those who have completed all requirements and have been permitted through the AGFC will be allowed to participate. Once said permit has been issued, the prospective participant must then request a permit from the City of Fort Smith, whereby the Fort Smith Police Department will issue. Upon approval, the proposed ordinance authorizes Archery Urban Deer Hunts in certain areas of the city of Fort Smith.

The following individuals were present to address the Board:

- Rocky Walker  
Fort Smith, AR

Re: Expressed concern for public safety and damage to personal property due to the abundance of deer; therefore, he urged the Board to vote in favor of the proposed ordinance.

- Jason Vaughn  
Fort Smith, AR

Re: Also conveyed public safety concerns citing the Insurance Institute for Highway Safety claims deer collisions cause approximately 200 fatalities annually. Because the matter needs to be addressed and multiple precautions are in place for those participating, he also spoke in favor the item.

- Sam Phillips  
Fort Smith, AR

Re: Advised he is an avid deer hunter; however, he spoke in opposition to the proposed ordinance citing some sportsmen will not follow the law. Due to such, he too expressed safety concerns for surrounding residents; therefore, he urged the Arkansas Game and Fish

## **January 15, 2013 Regular Meeting**

Commission introduce an existing program to sedate and relocate the deer.

- David Harris  
Fort Smith, AR

Re: The ordinance identifies several locations in which no hunting will be allowed within fifty (50) yards; however, the list does not include schools or daycares. Due to such, he recommended the aforementioned areas be incorporated into the ordinance.

At the request of Director Settle, Police Chief Lindsey confirmed the following are requirements to participate in the hunt:

- ▶ Only bow and arrow hunting is allowed
- ▶ NO crossbows unless permitted because of a disability
- ▶ NO fire arms would be able to be used
- ▶ Hunting only on the outer limits of Chaffee Crossing
- ▶ Hunting only permitted from a deer stand 10 feet off the ground
- ▶ License by Arkansas Game and Fish Commission is required which includes a taking and passing an aptitude class
- ▶ Registration from the City is required
- ▶ No hunting in the inner parts of the city
- ▶ No hunting on private property unless property owner authorizes such, and permission must be on their person while hunting.

Director Catsavis advised of multiple calls expressing concern regarding the matter and feels residents are unaware of all the requirements. He also questioned who enforces the above noted regulations whereby Chief Lindsey advised the Arkansas Game and Fish Commission and the City of Fort Smith Police Department.

Catsavis, seconded by Merry, moved to table consideration of the ordinance for 90 days to allow adequate time to advise the public of all requirements for participation. The members voted as follows: ayes - Catsavis, Weber and Merry; nays - Lau, Good, Lorenz and Settle. The Mayor declared the motion defeated.

***January 15, 2013 Regular Meeting***

Director Lau commented that necessary restrictions are in place that prohibit hunting from areas nears homes, trails, etc.; therefore, he conveyed no opposition to the matter.

Although opposed to tabling the matter, Director Good spoke in favor of educating the public of all the necessary requirements for participation and inquired of the best course of action to provide such information to public. He also conveyed no opposition to including schools and daycares to the list of areas in which hunting is prohibited within fifty (50) yards.

If the Board so desires, Administrator Gosack advised the City could host several public meetings to inform residents of the necessary requirements for participation and address any concerns residents may have.

Mayor Sanders questioned when the first hunt may take place.

Mr. Ralph Meeker, agent with Arkansas Game and Fish Commission, advised that upon approval, the hunt will run from the first Saturday in September 3013 through the end of January 2014. In order to provide adequate time for permitting, an agreement must be in place by mid-March.

There was much discussion with several members of the Board inquiring of specific details regarding the Urban Deer Hunt Program.

Mr. Meeker addressed each concern and provided confirmation that seven (7) cities in Arkansas currently participate in the Urban Deer Hunt Program. The AGFC does not maintain a program for relocation of deer as such results in a high deer mortality rate and has proven to be an ineffective solution to address overpopulation. Overpopulation is proven to increase the rate of disease in deer; therefore, although the AGFC does not

***January 15, 2013 Regular Meeting***

formally promote the Urban Deer Hunt Program, it does recommend the program to address overpopulation and decrease the rate of disease. Several of the requirements were explained in detail to address safety concerns citing each hunter who participates must pass a bow and arrow proficiency test, must be a member of the Arkansas Bowhunters Association. He conveyed much assurance that anyone permitted by the AGFC to participate in the program has completed and passed all testing. With regard to the inclusion of schools and daycare facilities, the Urban Deer Hunt Program disallows hunting near an "occupied dwelling"; therefore, the aforementioned is already included.

Director Weber expressed great concern with the safety of surrounding residents, specifically children who reside in the area. Although she is not opposed to hunting, she is opposed to allowing an urban deer hunt in the Chaffee Crossing area. The City of Fort Smith has invested much funds to promote and create such as a recreational area; therefore, she conveyed her intent to vote against the ordinance.

Director Merry also conveyed his intent to vote against the measure alleging such is a "want and not a need."

Regarding the concerns conveyed regarding public safety, Director Lorenz conveyed much assurance that illegal hunting is already taking place in the area. The overpopulation of deer must be addressed and because of the multiple requirements for participation, he conveyed no opposition to the proposed ordinance.

Due to mention of public meetings to advise the public of all requirements for participation in the urban deer hunt, Administrator Gosack inquired if the Board desired to schedule such. The Board conveyed no interest.

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Settle, seconded by Lorenz, moved adoption of the ordinance. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members voted as follows: ayes - Lau, Good, Lorenz and Settle; nays - Catsavis, Weber and Merry. The Mayor announced the motion did not obtain the five (5) affirmative votes required for passage on its first reading; therefore, the City Clerk read the ordinance in its entirety for its first reading. The second reading will be placed on the next regular meeting agenda, scheduled for February 5, 2013.

Item No. 2 was an ordinance amending Section 2-182 of the Fort Smith Municipal Code regarding professional services ~ *Ordinance tabled at the December 4, 2012 regular meeting; Weber/Settle placed on agenda at the January 8, 2013 study session ~*

Administrator Gosack briefed the Board on the item as discussed at the January 8, 2013 study session. Upon approval, the proposed ordinance will include acquisition and appraisal services to the list of professional services. Such will allow selection of vendors on a qualifications-based approach rather than utilizing the bid process.

Lau, seconded by Good, moved adoption of the ordinance. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members voted as follows: ayes - Lau, Good, Lorenz, Catsavis, Weber and Settle; nays - Merry. The Mayor declared the motion carried and the ordinance was adopted and given No. 4-13.

Item No. 3 was an ordinance ordering the owners of certain dilapidated and

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substandard structures to demolish same, authorizing the City Administrator to cause the demolition of such structures to occur, and for other purposes (4205 Mussett Road).

Administrator Gosack briefed the Board on the item advising the structure has been determined to be unsafe and detrimental to the public welfare; therefore, staff recommends approval.

Good, seconded by Lorenz, moved adoption of the ordinance. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members all voting affirmatively the Mayor declared the motion carried. Settle, seconded by Lau, moved adoption of Section 5 the emergency clause. The members all voting affirmatively, the Mayor declared the motion carried and the ordinance and emergency clause were adopted and given No. 5-13.

Item No. 4 was an ordinance authorizing the Mayor to execute agreements for certain services for inhabitants of the City of Fort Smith

Administrator Gosack briefed the Board on the item advising such represents the outside agency funding recommendations by the Outside Agency Funds Review Panel. The funding allocations were included within the previously adopted 2013 Budget; therefore, the proposed ordinance merely authorizes execution of agreements with individual agencies.

Merry, seconded by Lorenz, moved adoption of the ordinance. The members all voting affirmatively, the Mayor declared the motion carried and the ordinance was adopted and given No. 6-13.

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The Consent Agenda (Item No. 5) was introduced for consideration, the items being as follows:

- A. Resolution authorizing execution of an agreement for comprehensive planning consultant services with Wallace Roberts & Todd, LLC (\$339,976.00 / *Planning Department / Budgeted - Program 4106-219; Not Budgeted - Unobligated General Fund*) ~ *Settle/Lorenz placed on the agenda at the January 8, 2013 study session ~*
- B. Resolution authorizing acquisition of real property interests for Jenny Lind Road and Ingersoll Avenue Widening, Project No. 07-01-A (\$186,400.00 / *Engineering Department / Budgeted - Sales Tax Program Fund*)
- C. Resolution authorizing an aerial services agreement for an aerial survey and photogrammetry services (\$448,325.71 / *Engineering Department / Budgeted - Sales Tax Program Fund*)
- D. Resolution to accept completion of and authorize final payment for the construction of Garrison Avenue Streetscape, 9th Street to 13th Street, Project No. 09-90-B (\$21,233.71 / *Engineering Department / Budgeted - Sales Tax Program Fund*)
- E. Resolution authorizing the agreement between the City of Fort Smith, Arkansas and Mercy Health, a Missouri non-profit corporation as agent for Mercy Health Fort Smith Communities, an Arkansas non-profit corporation, to jointly design, acquire easements, construct, make improvements and fund public drainage improvements and authorizing the Waldron Road Drainage Improvements, Project No. 13-06-D (\$287,500.00 / *Engineering Department / Not Budgeted - Sales Tax Program Fund*)
- F. Resolution authorizing a temporary extension of the lease agreement with the United States Coast Guard Auxiliary Flotilla 15-5 located at 3802 Grand Avenue
- G. Resolution authorizing a temporary extension of the City's contract with the Sebastian County Humane Society
- H. Resolution approving guaranteed maximum price amendment to the General Contractor Construction Manager agreement with Beshears Construction, Inc. (Fire Station No. 11) (\$3,115,556.76 / *Fire Department / Budgeted - 2012 Sales Tax Bonds & Sales Tax Program Fund*)

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Mayor Sanders advised Item No. 5F has been revised to include authorization and execution of a memorandum of understanding.

Regarding Item No. 5C, Director Catsavis questioned the necessity of the aerial survey and mapping, and if Google earth could be utilized instead.

Director of Engineering Stan Snodgrass advised the existing aerial mapping data for the city was last performed in 2003. Aerial mapping and topographical data is utilized extensively in the planning and design of public street and drainage projects, franchise/public utilities and public/private sector development projects. Since there has been significant growth since 2003, aerial mapping and topographical data needs be updated and further advised that Google earth could not be utilized in place of the aerial mapping.

Director Lau requested explanation of how the aerial mapping would benefit economic development.

Administrator Gosack advised that aerial mapping is beneficial to economic development. It is utilized significantly by site selectors to get information and characteristics of sites for development; therefore, when a city has out of date aerial mapping and topographical data, site selectors might not choose that city for development.

Regarding Item No. 5E, the following individual was present to address the Board:

- Rocky Walker  
Fort Smith, AR

Re: Expressed his desire for the City of Fort Smith to maintain consistency and conveyed uncertainty with the city sharing the cost of the drainage improvements.

Director Catsavis expressed discontent with the city sharing the cost of the drainage

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improvements and requested clarification as to Mercy Health previous knowledge of the drainage issue.

Senior City Planner Brenda Andrews advised the property is properly zoned for the proposed development; however, the matter will be reviewed upon submission of the formal development plan. With regard to the knowledge of the drainage issue, she conveyed certainty that the development engineer is aware of such.

There was brief discussion whereby Directors Good and Settle expressed support of the proposed development.

Regarding Item No. 5G, the following individual was present to address the Board:

- Cheryl Gilmore  
Fort Smith, AR

Re: Expressed concern with that competitive bidding was not utilized for previous contracts with the Sebastian County Humane Society (SCHS) and alleged the SCHS does not comply with regulations of Arkansas Code Section 20-19-104 regarding certification.

Settle, seconded by Lorenz, moved adoption of all consent agenda items. The motion included adoption of Item No. 5F as revised. The members all voting affirmatively, with the exception of Director Catsavis voting "no" on Item No. 5E, the Mayor declared the motion carried and the resolutions were adopted and numbered R-9-13 through R-16-13 respectively.

Mayor Sanders opened the Officials Forum with the following comments offered:

- ◆ Mayor Sanders

Re: 1. Advised United States Air Force Chief of Staff, General Mark Welsh, will visit Fort Smith on January 18th to receive a military briefing from the 188th Fighter Wing.

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2. Expressed much gratitude to Senators Inhofe, Pryor and Boozman and Congressmen Womack, Crawford, Griffin and Cotton and former Congressmen Ross for their efforts in urging General Welsh to visit Fort Smith for the briefing from the 188th Fighter Wing.

◆ Director Merry

- Re: 1. Advised the removal of wreaths at the National Cemetery, originally placed for Christmas Honors, will be held Saturday, January 19, 2013 from 8:00 a.m. to 2:00 p.m. He encouraged all those interested in helping to remove the wreaths to attend.

◆ Administrator Gosack

- Re: 1. Reiterated the importance of General Welsh's upcoming visit on January 18<sup>th</sup>. He'll be arriving at 8:30 a.m. and the 188th Fighter Wing Fort Chaffee Community Council is organizing a welcome gathering at the gate just outside the 188th Fighter Wing; therefore, he encouraged citizens to participate to show the community's support of the 188th Fighter Wing.
2. Reminded all that the January 22, 2013 study session will be held at the Janet Huckabee Arkansas River Valley Nature Center and the groundbreaking for Fire Station No. 11 will take place immediately following study session at 8900 Massard Road.

The Board convened into executive session and after reconvening, Mayor Sanders announced the following appointment nominations:

**PARKING AUTHORITY**  
Linda Gurlen (reappointed)  
Term expires December 31, 2017

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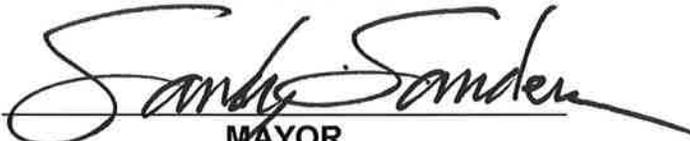
**SEBASTIAN COUNTY REGIONAL SOLID WASTE MANAGEMENT BOARD**

Carl Davis (reappointed)  
Director Keith Lau  
Terms expire January 21, 2016

Merry, seconded by Catsavis, moved adoption of all appointment nominations. The members all voting aye, the Mayor declared the motion carried.

There being no further business to come before the Board, Merry moved that the meeting adjourn. The motion was seconded by Settle, and the members all voting aye, the Mayor declared the motion carried and the meeting stood adjourned at 7:12 p.m.

**APPROVED:**

  
MAYOR

**ATTEST:**

  
CITY CLERK