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
September 17, 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 SEPTEMBER 3, 2013 REGULAR MEETING

ITEMS OF BUSINESS:

1. Ordinance directing the installation of a four way stop at the intersection of Chad Colley Boulevard and Massard Road *~ Settle/Merry placed on agenda at the September 3, 2013 regular meeting ~*

2. Consent Agenda

   A. Resolution encouraging the Arkansas Veterans' Home Task Force to locate the new Arkansas Veterans' Home at Chaffee Crossing in Fort Smith

   B. Resolution adopting annual audit requirements and retaining BKD, LLP as external auditors *(approximately $143,000.00 / Finance Department / Budgeted – various funds)*

C. Resolution authorizing the Mayor to execute an electric utility easement to Arkansas Valley Electric Cooperative for the Fort Smith Landfill Scale Facility *(R-94-13)*

D. Resolution authorizing Amendment No. 1 to Authorization No. 2 with Brixey Engineering & Land Surveying, Inc. for engineering services for South 62nd Street Sewer Improvements *($9,000.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*

E. Resolution authorizing a Change Order No. 1 with Forsgren, Inc. for South 62nd Street Sewer Improvements *($15,324.98 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*

F. Resolution accepting the project as complete and authorizing final payment to Forsgren, Inc. for South 62nd Street Sewer Improvements *($36,670.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*

G. Resolution authorizing the Mayor to execute an agreement with CDM Smith, Inc. for providing engineering services for Basin 17 Collection System Improvements Evaluation *($78,000.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*

H. Resolution authorizing the City Administrator to accept an offer made by property owner for the acquisition of easements in connection with Mill Creek Interceptor Improvements – Phase II *($1,600.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*

I. Resolution authorizing partial payment to Archer Western Construction, LLC for the construction of Zero Street Pump Station Wet Weather Improvements - Pump Station and EQ Storage *($920,588.63 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*

3. Ordinance amending Fort Smith Municipal Code Section 2-221 to establish a $1,000.00 reimbursement limit on sanitary sewer backup claims ~ *Settle/Merry placed on agenda at the September 10, 2013 study session* ~

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

- Appointment: Fire Code Board of Appeals and Adjustments (1)

ADJOURN

ORDINANCE NO. _____

AN ORDINANCE DIRECTING THE INSTALLATION OF A FOUR WAY STOP AT THE INTERSECTION OF CHAD COLLEY BOULEVARD AND MASSARD ROAD

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

SECTION 1: The Board of Directors directs the installation of traffic controls that will make the intersection of Chad Colley Boulevard and Massard Road a four-way stop.

SECTION 2: Emergency Clause: The Board of Directors determines that the installation of the traffic controls in Section 1 is an essential traffic control on a public street, and that there is an immediate need for the installation of signage and striping to make this a four-way stop intersection. Based on that determination and for this reason, an emergency is declared to exist and this Ordinance shall be in full force and effect from this date.

This Ordinance adopted this ____ day of _____, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney
Publish 1 time

Interoffice Memorandum

TO: Ray Gosack, City Administrator

FROM: Greg Riley, Director of Street/Traffic Control

SUBJECT: Traffic Control Recommendations for the Intersection of Chad Colley Boulevard and Massard Road

DATE: September 11, 2013

A tragic accident occurred at the intersection of Massard Road and Chad Colley Boulevard on August 29, 2013 that resulted in a fatality. The police report that the motorist either slowed or stopped for the stop sign on Chad Colley Boulevard, but ultimately pulled out in front of a dump truck on Massard Road that hit her on the driver's side of the car. Since this intersection opened in four directions on September 22, 2011, this is the only reported accident.

It has been suggested that had there been a four way stop at the intersection requiring the truck to stop also, this would not have happened. Traffic control at intersections is typically controlled and managed using some uniformity which has many accepted benefits. This uniformity comes from the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD sets standards that are generally followed throughout the country.

Traffic counts have been completed and Traffic Engineering Consultants has provided an engineering report with regard to the warrants of a four way stop. This report finds that the intersection does not meet the MUTCD warrants and recommends some changes in signage of the intersection to help with the safety of the intersection. The signage changes recommended include "Cross Traffic Does Not Stop" and appropriately spaced "Stop Ahead" warning signs on Chad Colley Boulevard, "Cross Road" warning signs on Massard Road, larger "Stop" signs and speed limit changes into the intersection dropping speed to 35 miles per hour in all directions.

Since the time this discussion became public, we have received several calls asking for four way stops at other intersections. We also continually take calls complaining about the slow movement through four way stops as this is a less effective way to handle the traffic at an intersection. Studies have shown that a four way stop will generate additional accidents that may or may not be as severe as the one that occurred; most will be rear end accidents. We would expect a four way stop to generate complaints about the traffic slow down in this area, and cause rear end accidents.

Though the attached ordinance is for the installation of a four-way stop, the Street and Traffic Control Department recommends that the intersection remain as is with the recommended additional warning signage to further warn motorists of what is ahead.

September 12, 2013

Mr. Stan Snodgrass, P.E.
City of Fort Smith
P.O. Box 1908
623 Garrison Ave.
Fort Smith, AR 72901

RE: Chad Colley Boulevard and Massard Road

Dear Stan:

Transmitted herewith is the revised Multi-Way Stop Warrant Study for the above mentioned project. Should you have any questions, please call.

Sincerely,

Wayne Russell, P.E., PTOE
Principle

RWR/tm

enclosure

T-2292

Traffic Engineering Consultants, Inc.
6000 South Western Avenue, Suite 300 | Oklahoma City, Oklahoma 73139 | (405) 720-7721
6931 South 66th East Avenue, Suite 100 | Tulsa, Oklahoma 74133 | (918) 481-8484
www.tecok.com

MULTI-WAY STOP WARRANT STUDY
Chad Colley Blvd. & Massard Rd.
Fort Smith, Arkansas

Prepared for:

City of Fort Smith

September 2013

Prepared by:

Traffic Engineering Consultants, Inc.

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 10300
WAYNE RUSSELL

9-12-13

Wayne Russell, P.E., PTOE Date
Arkansas P.E. #10300
CA # 194

1.0 INTRODUCTION

The City of Fort Smith Arkansas requested that Traffic Engineering Consultants Inc. (TEC) conduct an engineering study of the intersection of Chad Colley Boulevard and Massard Road with regards to whether the intersection requires 4-way stop control. The existing traffic control is two-way stops posted for Chad Colley Boulevard. The city provided 24 hour traffic counts and crash records for the intersection.

The posted speed limit for Chad Colley Boulevard is 40 miles per hour to the west of Massard Road and 35 miles per hour east of Massard Road. The posted speed limit for Massard Road is 40 miles per hour.

The 24 hour traffic counts are attached to this report. The traffic counts were taken for the lanes of traffic entering the intersection. The directions counted were northbound south of the intersection, southbound north of the intersection, westbound east of the intersection and eastbound west of the intersection. The 24 hour traffic volumes were 710 vehicles northbound, 2,176 vehicles southbound, 1,299 vehicles westbound and 2,340 vehicles eastbound.

There are national standards adopted by the city that assist in making decisions with regards to the best traffic control for intersections. The *Manual on Uniform Traffic Control Devices* (MUTCD) provides analysis procedures to determine the best traffic control for an intersection. To control traffic at an intersection with the least inconvenience to motorists and to minimize delay is to provide the least amount of traffic control. The hierarchy is: 1) No traffic control, 2) Yield signs in two directions, 3) two-way stop signs in two directions, 4) four-way stops stopping all directions, and 5) traffic signals. Currently the intersection of Chad Colley Boulevard and Massard Road is two-way stop signs which are number 3.

Studies conducted over many years show that the more appropriate the traffic control is for an intersection, the more compliance exhibited by the motorists. In areas where too restrictive control is installed where not needed, more motorists will disregard the traffic control, which can compromise safety.

Stop signs require the motorist to stop regardless of whether there is conflicting traffic. If the stop signs are placed at locations where a high percentage of time, there is not conflicting traffic, motorists tend to "roll" the stop signs.

2.0 MULTI-WAY STOP SIGN CONTROL WARRANTS

The MUTCD has a methodology to determine where the placement of four-way or multi-way stop signs is justified. It is based on historical studies that demonstrate the best application for this more restrictive type of traffic control. It is based on the hourly traffic volumes entering an intersection over a 24 hour period. The "warrant" states that the traffic volumes for both the east/west approaches should be approximately the same as the north/south approaches. It also states the total traffic volume entering the intersection for the major street (total of both approaches) (Massard Road) should average 300 vehicles per hour for 8 hours of a typical weekday. The total traffic volume entering the intersection for the minor street (total of both approaches) (Chad Colley Boulevard) should average 200 vehicles per hour for the same 8 hours of a typical weekday.

A warrant analysis was conducted for the intersection of Chad Colley Boulevard and Massard Road using the 24 hour traffic volumes provided by the city. The report for the analysis is attached. There is an average of 225 vehicles per hour entering the intersection for Massard Road and an average of 235 vehicles per hour entering the intersection for Chad Colley calculated based on volumes entering for 8 hours of a typical weekday. The 8 hour average for the minor approach exceeds the 200 vehicle per hour threshold but the 8 hour average for the major approach is below the 300 vehicle per hour threshold. Therefore, the multi-way stop installation does not meet the minimum criteria at this intersection.

One last criteria for the installation of multi-way stop signs is the crash history. The MUTCD states that if there have been 5 or more crashes of a type susceptible to correction by the installation of multi-way stop signs over the previous year, installation can be considered. The type of crash susceptible to correction includes right angle collisions and left turning collisions. The city reports there has only been one crash at this intersection for the past year. Therefore, this criteria is not met.

3.0 RECOMMENDED SIGNING CHANGES

There are signing changes that could be implemented that would improve notifying motorists of the intersection. "Cross Traffic Does Not Stop" placards should be added below the stop signs on Chad Colley Boulevard. Although not required because there is adequate sight distance, "Stop Ahead" signs could be installed on Chad Colley Boulevard a minimum of 300 feet back from the existing stop signs. The stop sign size could be increased. Finally, "Cross Road" signs could be placed on Massard Road a minimum of 500 feet back with an advisory speed plaque of "35 MPH".

City of Fort Smith
Traffic Control Dept.
15 Min. Interval Counts
Sep. 4 - 5, 2013 **Massard & Chad Colley Blvd.**

*** NB & SB Refer to Massard. EB & WB Refer to Chad Colley Blvd.**

Time:	NB	SB	EB	WB
13:00	X	X	X	X
13:15	16	61	30	16
13:30	17	51	27	16
13:45	15	49	37	28
14:00	13	71	36	14
Total:	61	232	130	74
14:15	21	50	38	19
14:30	17	41	50	21
14:45	15	36	44	20
15:00	16	40	38	25
Total:	69	167	170	85
15:15	17	27	43	22
15:30	13	36	22	36
15:45	8	40	43	23
16:00	9	29	33	35
Total:	47	132	141	116
16:15	18	27	38	39
16:30	14	26	18	40
16:45	16	26	15	24
17:00	19	26	12	39
Total:	67	105	83	142
17:15	7	13	9	36
17:30	4	11	22	32
17:45	4	7	16	17
18:00	1	11	11	20
Total:	16	42	58	105
18:15	3	12	10	14
18:30	0	8	6	17
18:45	3	10	8	15
19:00	2	9	7	21
Total:	8	39	31	67
19:15	3	4	7	12
19:30	1	1	3	21
19:45	0	2	2	5
20:00	2	4	2	10
Total:	6	11	14	48

Time:				
20:15	1	1	6	3
20:30	1	2	3	7
20:45	14	3	1	6
21:00	1	0	2	8
Total:	17	6	12	24
21:15	0	0	2	6
21:30	0	0	3	5
21:45	0	1	1	6
22:00	0	1	1	3
Total:	0	2	7	20
22:15	0	2	0	6
22:30	0	0	1	0
22:45	0	1	0	0
23:00	1	1	1	2
Total:	1	4	2	8
23:15	0	0	0	0
23:30	0	0	0	0
23:45	0	0	1	0
00:00	0	0	0	0
Total:	0	4	1	0
00:15	0	2	1	2
00:30	0	0	0	0
00:45	0	0	3	0
01:00	0	0	1	1
Total:	0	2	5	3
01:15	0	0	2	1
01:30	0	0	0	0
01:45	0	1	2	0
02:00	0	6	2	0
Total:	0	7	6	1
02:15	0	5	2	0
02:30	0	6	6	1
02:45	0	16	6	0
03:00	0	17	15	0
Total:	0	44	29	1
03:15	0	27	34	0
03:30	0	18	26	0
03:45	0	20	53	0
04:00	0	27	59	1
Total:	0	92	172	1
04:15	0	32	57	0
04:30	0	33	74	0
04:45	0	23	81	1
05:00	0	27	111	1
Total:	0	115	323	2

Time:				
05:15	0	31	110	3
05:30	0	26	48	2
05:45	0	19	45	5
06:00	0	18	49	7
Total:	0	94	252	17
06:15	0	34	52	12
06:30	0	31	48	11
06:45	0	39	33	17
07:00	4	38	32	24
Total:	4	142	165	64
07:15	2	30	40	22
07:30	10	39	36	21
07:45	21	34	26	26
08:00	25	28	28	32
Total:	58	131	130	101
08:15	23	26	34	22
08:30	25	19	25	19
08:45	25	24	20	24
09:00	19	26	29	18
Total:	92	95	108	83
09:15	23	45	26	25
09:30	22	30	29	18
09:45	14	35	30	21
10:00	25	34	38	13
Total:	84	144	123	77
10:15	10	28	27	29
10:30	25	37	33	17
10:45	26	42	32	25
11:00	20	46	31	22
Total:	81	153	123	93
11:15	19	56	36	30
11:30	23	41	37	21
11:45	16	57	26	24
12:00	15	48	31	9
Total:	73	202	130	84
12:15	2	58	33	23
12:30	2	43	21	18
12:45	12	61	29	23
13:00	10	49	42	19
Total:	26	211	125	83
24 Hr. Totals:	**710**	**2176**	**2340**	**1299**

Traffic Engineering Conslts. Inc.

Albert Pike and Free Ferry

Study Name : **Massard & Chad Colley2**
Study Date : **09/06/13**
Page No. : **1**

Multi-Way Stop Warrant Report

Major Street Approaches

Northbound: **Massard**
Total Approach Volume: **710**
85% Speed < 40 MPH.

Southbound: **Massard**
Total Approach Volume: **2,172**
85% Speed < 40 MPH.

Minor Street Approaches

Eastbound: **Chad Colley Blvd**
Total Approach Volume: **2,340**

Westbound: **Chad Colley Blvd**
Total Approach Volume: **1,299**

Warrant Summary

Criteria A - Interim Measure ..... Not Evaluated
If traffic signals are justified, stop signs can be installed as an interim measure.

Criteria B - Crash Experience ..... Not Satisfied
Number of crashes (1) is less than the minimum required (5).

Criteria C - Minimum Volumes and Delays ..... Not Satisfied
Delay data not evaluated
Average of 8 highest hours does not meet volume criteria.

Criteria D - 80% of Volumes, Delays, and Crashes ..... Not Satisfied
Delay data not evaluated
Number of crashes (1) is less than the minimum required (4).
Average of 8 highest hours does not meet volume criteria.

Analysis of 8-Hour Volume Warrants:

Time	Major Total	Major Avg	Minor Total	Minor Avg	Crit C Major	Crit C Minor	Meets?	Crit D Major	Crit D Minor	Meets?
13:00 - 14:00	293	224.6	204	234.9	300-No	200-Yes	Minor	240-No	160-Yes	Minor
14:00 - 15:00	236		255							
11:00 - 12:00	275		214							
10:00 - 11:00	234		216							
12:00 - 13:00	237		208							
04:00 - 05:00	115		325							
15:00 - 16:00	179		257							
09:00 - 10:00	228		200							
07:00 - 08:00	189		231							
16:00 - 17:00	172		225							
08:00 - 09:00	187		191							
06:00 - 07:00	146		229							
05:00 - 06:00	94		269							
03:00 - 04:00	92		173							
17:00 - 18:00	58		163							
18:00 - 19:00	47		98							
19:00 - 20:00	17		62							
02:00 - 03:00	44		30							
20:00 - 21:00	23		36							
21:00 - 22:00	2		27							
22:00 - 23:00	5		10							
01:00 - 02:00	7		7							
00:00 - 01:00	2		8							
23:00 - 00:00	0		1							

RESOLUTION NO. _____

A RESOLUTION ENCOURAGING THE ARKANSAS VETERANS' HOME TASK FORCE TO LOCATE THE NEW ARKANSAS VETERANS' HOME AT CHAFFEE CROSSING IN FORT SMITH

WHEREAS, the Arkansas Veterans' Home Task Force is considering sites, including a site at Chaffee Crossing in Fort Smith, for the location of a new Arkansas Veterans' Home; and

WHEREAS, the Chaffee Crossing site in Fort Smith has many amenities including suitable land area with infrastructure, nearby recreation spaces, public transportation, and exceptional medical care facilities; and

WHEREAS, the Fort Smith region has close connections with the military since the city's founding by the Army in 1817, the Fort Chaffee Army post, and the Ebbing Air National Guard Base; and

WHEREAS, the Fort Smith region embraces the military and its veterans, with many veterans choosing to retire in the Fort Smith region because of the community support for the military and its service members; and

WHEREAS, locating the Arkansas Veterans' Home at Chaffee Crossing would allow veterans to live on former Army post lands in the shadows of current Army and Air National Guard facilities, thereby providing a location fitting to meet the housing needs of Arkansas' veterans;

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

The City of Fort Smith encourages the Arkansas Veterans' Home Task Force to choose Chaffee Crossing and Fort Smith as the location for the new Arkansas Veterans' Home.

This Resolution passed this _____ day of September, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
No Publication Required

MEMORANDUM

September 12, 2013

TO: Mayor and Board of Directors

FROM : Ray Gosack, City Administrator

SUBJECT: Arkansas Veterans' Home

The State of Arkansas is planning to construct a new Arkansas Veterans' Home to serve military veterans. Chaffee Crossing submitted a proposal to locate the home in Fort Smith. The task force which will make a location recommendation visited 4 potential sites last month, and has narrowed the selection to 2 locations. One of those locations is Chaffee Crossing.

The Arkansas Veterans' Home would bring benefits to our region. A veterans' home at Chaffee Crossing would allow veterans from our region who need the home's services to remain closer to their families and friends. The home would provide employment opportunities and other economic benefits for the area. It would also sustain medical services in our region, which benefits all residents of our area.

The site selection task force is expected to finalize its recommendation next month. Community support is an important part of the selection criteria. Attached is a resolution stating the city's support for locating the new Arkansas Veterans' Home at Chaffee Crossing in Fort Smith. I recommend approval of the resolution.

- Ray

Attachment

cc: Ivy Owen, Fort Chaffee Redevelopment Authority

2B

RESOLUTION NO._____

A RESOLUTION ADOPTING ANNUAL AUDIT REQUIREMENTS
And RETAINING BKD, LLP as EXTERNAL AUDITORS

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

SECTION 1: The annual audit examination for the City of Fort Smith for the year ending December 31, 2013 shall be performed by an independent accounting firm in accordance with accounting standards generally accepted in the United States of America. Such standards shall include those promulgated by the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants and the United States Government Accounting Office, as applicable.

SECTION 2: BKD, LLP is hereby retained to perform the annual audit examination for the year ending December 31, 2013, at an anticipated cost of approximately $143,000.00, determined by actual services provided and billed according to attached fee schedule.

THIS RESOLUTION ADOPTED THIS 17 DAY OF September, 2013.

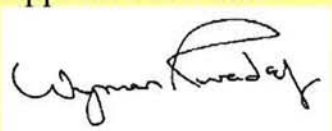
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

The City of Fort Smith ARKANSAS

MEMORANDUM

September 17, 2013

TO: Ray Gosack, City Administrator

FROM : Kara Bushkuhl, Director of Finance

SUBJECT: Annual Audit Requirements

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

Also, the Audit Advisory Committee recommended that the services of BKD, LLP be retained to perform the audit for the year ending December 31, 2013. The total cost, including document production and printing, was $143,000 for the 2012 audit. A similar rate is anticipated for the 2013 audit.

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

BKD LLP
CPAs & Advisors

5000 Rogers Avenue, Suite 700
Fort Smith, AR 72903-2079
479.452.1040 Fax 479.452.5542 www.bkd.com

September 13, 2013

Board of Directors
Honorable Sandy Sanders, Mayor
Mr. Ray Gosack, City Administrator
Ms. Kara Bushkuhl, Director of Finance
City of Fort Smith, Arkansas
623 Garrison Avenue
Fort Smith, AR 72902

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to City of Fort Smith, Arkansas (the City).

ENGAGEMENT OBJECTIVES AND SCOPE

We will audit the basic financial statements of the City as of and for the year ended December 31, 2013, and the related notes to the financial statements.

Our audit will be conducted with the objectives of:

- ✓ Expressing an opinion on the financial statements
- ✓ Issuing a report on your compliance based on the audit of your financial statements.
- ✓ Issuing a report on your internal control over financial reporting based on the audit of your financial statements.
- ✓ Expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U. S. Office of Management and Budget Circular A-133 Compliance Supplement* that are applicable to each of your major federal award programs.
- ✓ Issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs.
- ✓ Issuing a report on your schedule of expenditures of federal awards.

experience BKD

Praxity MEMBER
GLOBAL ALLIANCE OF INDEPENDENT FIRMS

Board of Directors
Honorable Sandy Sanders, Mayor
Mr. Ray Gosack, City Administrator
Ms. Kara Bushkuhl, Director of Finance
City of Fort Smith, Arkansas

We also will examine management's written assertion about the compliance with certain state acts as of and for the year ended December 31, 2013, in accordance with attestation standards established by the American Institute of Certified Public Accountants.

The objective of our assertion examination is the expression of an opinion on the conformity of the subject matter of the assertion in all material respects, with the applicable criteria against which it is measured. Our report on management's assertion is intended solely for the information and use of the governing body, management, and the State of Arkansas and is not intended to be and should not be used by anyone other than these specified parties.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Nonprofit Organization*. Those standards require that we plan and perform:

- ✓ The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

- ✓ The audit of compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance having a direct and material effect may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Board of Directors
Honorable Sandy Sanders, Mayor
Mr. Ray Gosack, City Administrator
Ms. Kara Bushkuhl, Director of Finance
City of Fort Smith, Arkansas

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

Andy Richards is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City's board of directors. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

We will also express an opinion on whether your combining and individual fund statements, budgetary comparison schedules, and schedule of expenditures of federal awards ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

YOUR RESPONSIBILITIES

Our audit will be conducted on the basis that [management and, where appropriate, those charged with governance] acknowledge and understand that they have responsibility:

a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

Board of Directors
Honorable Sandy Sanders, Mayor
Mr. Ray Gosack, City Administrator
Ms. Kara Bushkuhl, Director of Finance
City of Fort Smith, Arkansas

b. for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

c. for identifying and ensuring compliance with the laws, regulations, contracts and grants applicable to your activities including your federal award programs; and

d. to provide us with

   i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;

   ii. additional information that we may request from management for the purpose of the audit; and

   iii. unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, where appropriate, those charged with governance, written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures or other engagements that satisfy relevant legal, regulatory or contractual requirements or fully meet other reasonable user needs.

With regard to supplementary information:

- Management is responsible for its preparation in accordance with applicable criteria

- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement

Board of Directors
Honorable Sandy Sanders, Mayor
Mr. Ray Gosack, City Administrator
Ms. Kara Bushkuhl, Director of Finance
City of Fort Smith, Arkansas

- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information

- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

OTHER SERVICES

We may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of those services, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management functions related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

Our fees will be $143,000. Our fees are based on the estimated time expended, , travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our fees are based upon the understanding that your personnel will be available to assist us. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters

- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

Our timely completion of the audit depends on your timely and accurate schedule and analyses preparation and on the availability of your personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees will increase. If these circumstances occur, we will promptly notify you to discuss alternative solutions and the impact on our fees.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. We will consult with you in the event any other regulations or standards are issued that may impact our fees.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

Board of Directors
Honorable Sandy Sanders, Mayor
Mr. Ray Gosack, City Administrator
Ms. Kara Bushkuhl, Director of Finance
City of Fort Smith, Arkansas

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

Board of Directors
Honorable Sandy Sanders, Mayor
Mr. Ray Gosack, City Administrator
Ms. Kara Bushkuhl, Director of Finance
City of Fort Smith, Arkansas

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

HIPAA BUSINESS ASSOCIATE AGREEMENT

We agree not to use or disclose Protected Health Information of your employees (hereinafter referred to as "PHI") obtained or produced in any form of media during the course of our work in a manner prohibited by HIPAA, as amended. We may use or disclose PHI for purposes of (a) performing our engagement, (b) management and administration of BKD, or (c) carrying out legal responsibilities of BKD. We represent to you that we have implemented what we consider to be appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of your PHI.

Board of Directors
Honorable Sandy Sanders, Mayor
Mr. Ray Gosack, City Administrator
Ms. Kara Bushkuhl, Director of Finance
City of Fort Smith, Arkansas

With respect to your PHI, we will report to you any breach (as defined in 45 CFR 164.402), material security incident or use or disclosure not authorized by this agreement and, to the extent practical, assist you in mitigating any harmful effects caused by breaches, material security incidents or unauthorized uses or disclosures of which we become aware. To assist you in fulfilling your responsibility to notify impacted individuals and others of a breach involving unsecured PHI (as required under 45 CFR 164.400 et seq.), in this report we will identify to you, to the extent reasonably possible:

1. Each individual whose unsecured PHI was subject to the breach.

2. Any other available information you are required to include in your notification to such individual(s) or others under 45 CFR 164.404(c).

We agree that any material violation of these confidentiality provisions entitles you to terminate this engagement.

BKD agrees to:

1. Upon their request, make available to the Secretary of Health and Human Services (HHS) our internal practices and books and records relating to the use and disclosure of PHI for purposes of determining your compliance with the Security and Privacy Rule, subject to any applicable legal privileges.

2. Make available information necessary for you to make an accounting of disclosures of PHI about an individual.

3. To the extent we maintain information that is part of a Designated Record Set, make available information necessary for you to respond to requests by individuals for access to PHI that is not in your possession but is considered part of a Designated Record Set.

4. Upon receipt of a written request from you, incorporate any amendments or corrections to PHI contained in our workpapers in accordance with the Security and Privacy Rule to the extent such PHI is considered part of a Designated Record Set.

For purposes of this agreement, the term "Security and Privacy Rule" refers to the final rules published to implement the Administrative Simplification provisions of the *Health Insurance Portability and Accountability Act of 1996*, specifically 45 CFR Parts 160 and 164. The terms "Protected Health Information" and "Designated Record Set" have the same meaning as defined in the Security and Privacy Rule.

At the conclusion or termination of this engagement, any PHI retained by us will be subject to the same safeguards as for active engagements.

Board of Directors
Honorable Sandy Sanders, Mayor
Mr. Ray Gosack, City Administrator
Ms. Kara Bushkuhl, Director of Finance
City of Fort Smith, Arkansas

We will obtain from any agents, including subcontractors, to whom we provide PHI received from you, or created or received by us on behalf of you, an agreement to the same restrictions and conditions that apply to us with respect to such PHI.

To the extent that any relevant provision of HIPAA is eliminated or held to be invalid by a court of competent jurisdiction, the corresponding portion of this agreement shall be deemed of no force and effect for any purpose. To the extent that any relevant provision of HIPAA is materially amended in a manner that changes the obligations of business associates or covered entities that are embodied in term(s) of this engagement, the Parties agree to negotiate in good faith appropriate amendment(s) to this engagement to give effect to such revised obligations. In addition, the terms of this engagement should be construed in light of any interpretation and/or guidance on HIPAA issued by HHS from time to time.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

BKD, LLP

BKD, LLP

Acknowledged and agreed to on behalf of

CITY OF FORT SMITH, ARKANSAS

BY _____

TITLE_____

DATE _____

Clifton Gunderson LLP
Certified Public Accountants & Consultants

System Review Report

To the Partners of BKD, LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the Firm) applicable to non-SEC issuers in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*; audits of employee benefit plans, audits of carrying broker dealers and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of BKD, LLP in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

Clifton Gunderson LLP

August 17, 2011

10700 Research Dr., Suite 200
Milwaukee, Wisconsin 53226
tel: 414.476.1880
fax: 414.476.7286

www.cliftoncpa.com

CELEBRATING 50 YEARS

Member of HLB International

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ELECTRIC UTLILITY EASEMENT TO ARKANSAS VALLEY ELECTRIC COOPERATIVE FOR THE FORT SMITH LANDFILL SCALE FACILITY (R-94-13)

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

The Mayor is hereby authorized to execute the attached easement extending to Arkansas Valley Electric Cooperative an electrical utility easement for the upgrading of electric services for the Fort Smith Landfill Scale Facility (R-94-13).

This resolution adopted this _____day of September, 2013.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
No Publication Required

Responsible Environmental Management

Fort Smith Department of Sanitation

MEMORANDUM

September 13, 2013

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director

Subject: Electric Utility Easement for the Fort Smith Landfill Scale Facility

---

Construction for the Fort Smith Landfill Scale Facility project (R-94-13) started on July 1, 2013. In order to provide electrical services to the facility, electrical lines need to be installed. An Arkansas Valley Electric Cooperative representative recently met with department staff to discuss installing new underground electrical utilities across a small portion of the City of Fort Smith's property located at 5900 Commerce Road. Copies of the proposed easement and a map showing its location are attached. As designed, the proposed electrical utility easement will run approximately 1,135 feet around the perimeter of the compost facility and should never interfere with the City's solid waste disposal site. Department staff recommends that the easement be executed and approved by the attached Resolution at the next Board of Director's meeting.

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

NK

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fort Smith, Arkansas, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and quitclaim unto Arkansas Valley Electric Cooperative Corporation ("Arkansas Valley"), whose address is P.O. Box 47, Ozark, AR 72949, and unto it successors and assigns, a twenty foot (20') wide non-exclusive utility easement for the construction, operation and maintenance of a buried electric utility line in part of the Northwest Quarter of the Northwest Quarter of Section 13, Township 7 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, said utility easement being located 10' on either side of a buried electric utility line located as follows, to wit:

> Commencing at an existing 2" aluminum monument at the Northwest Corner of said Section 13; Thence along the West Line of said Section 13, S01°23'00"W, 991.22 feet; Thence leaving said West Line, N90°00'00"E, 1158.02 feet to the Point of Beginning; Thence N46°20'43"W, 125.71 feet; Thence N70°42'14"W, 486.55 feet; Thence N18°35'57"E, 410.70 feet; Thence N49°51'27"E, 111.93 feet to the Point of Termination. Containing 0.52 acres, more or less.

In addition to the buried electric utility line, Arkansas Valley shall have the right to install and maintain two above ground pedestals and the right to cut and/or trim trees and shrubbery to the extent necessary to install and maintain said buried electric utility line and two pedestals.

The City of Fort Smith reserves the right to grant access to the easement area to other persons or entities for the location and operation of public utilities or any other purpose which does not unreasonably interfere with the electric system installed by Arkansas Valley. The City of Fort Smith reserves full use of the surface, areas above and areas below the easement not inconsistent with the rights quit claimed to Arkansas Valley.

The right extended to Arkansas Valley shall continue so long as it utilizes the easement area for the authorized electric utility line purpose; however, upon abandonment of said line or the non-use of said line for the utility purposes of Arkansas Valley for a period of one year, this right of way easement shall expire of its own terms and without any further action required by the City of Fort Smith, Arkansas.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this ___ day of _____, 2013.

CITY OF FORT SMITH, ARKANSAS

BY: _____
Mayor

ATTEST:

_____
City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF SEBASTIAN)

On this _____ day of _____, 2013, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person _____, _____, and _____, to me personally well known, who stated that they were the Mayor and City Clerk of the City of Fort Smith, Arkansas, and were duly authorized in their respective capacities to execute the foregoing instrument for an in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 2013.

_____
Notary Public

My Commission Expires:

_____

Future Site of Scale Facility
35.29546
-94.36765
35.29528
-94.36791
Future Site of Rest Area and Pavilion
35.29421
-94.36835
35.29377
-94.36681
35.29355
-94.36653
Google earth
© 2013 Google

RESOLUTION NO. _____ 2 D

RESOLUTION AUTHORIZING AMENDMENT NUMBER ONE TO AUTHORIZATION NUMBER TWO WITH BRIXEY ENGINEERING & LAND SURVEYING, INC., FOR ENGINEERING SERVICES FOR THE SOUTH 62ND STREET SEWER IMPROVEMENTS - S001

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

SECTION 1: Amendment Number One to Authorization Number Two under the Agreement with Brixey Engineering & Land Surveying, Inc., to provide construction phase services for the South 62nd Street Sewer Improvements - S001, Project Number 09-05-EC1, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute Amendment Number One in the amount of $9,000.00, for construction phase services, adjusting Authorization Number Two to amount of $89,200.00.

This Resolution adopted this _____ day of September 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** September 10, 2013

FROM: Steve Parker, Director of Utilities

SUBJECT: South 62nd Street Sewer Improvements - S001
Project Number 09-05-EC1

This project consisted of replacing 8,340 feet of 8 to12-inch sanitary sewer lines within the Sunnymede sewer basins along South 62nd Street from Free Ferry Lane to Euper Lane. The attached exhibit shows the locations of the improvements.

Forsgren, Inc., completed the project 49 days after the scheduled completion date resulting in liquidated damages and increased engineering construction phase services. I have attached a Resolution authorizing Amendment Number One to Authorization Number Two with Brixey Engineering & Land Surveying, Inc., for the increased construction phase services in the amount of $9,000.00. The increased engineering cost is due to the extended construction time and is recovered through assessment of liquidated damages through the construction contract. Amendment Number One adjusts the construction phase services contract to the amount of $89,200.00.

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

attachment

pc: Jeff Dingman

FREE FERRY RD
67TH LN
68TH LN
BOLTON RD
SO 66TH ST
INTERSTATE 540
SO 74TH ST
EUPER LN
ROGERS AVE
N
SUNNYMEDE BASIN
SANITARY SEWER IMPROVEMENTS - S001
PROJECT NO. 09-05-CI
PROJECT VICINITY MAP

RESOLUTION NO. _____ 2 E

RESOLUTION AUTHORIZING CHANGE ORDER ONE WITH FORSGREN, INC.,
FOR THE SOUTH 62ND STREET SEWER IMPROVEMENTS - S001

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

Change Order Number One in the amount of $15,324.98 to the contract with Forsgren, Inc., for the South 62nd Street Sewer Improvements - S001, Project Number 09-05-C1, adjusting the contract amount to $2,149,757.98, is hereby approved.

This Resolution adopted this _____ day of September 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

RESOLUTION NO. _____ 2 F

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO FORSGREN, INC., FOR THE SOUTH 62ND STREET SEWER IMPROVEMENTS - S001

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

SECTION 1: The construction of the South 62nd Street Sewer Improvements - S001, Project Number 09-05-C1, is accepted as complete.

SECTION 2: Final payment to Forsgren, Inc., in the amount of $36,670.00, is hereby approved.

This Resolution adopted this _____ day of September 2013.

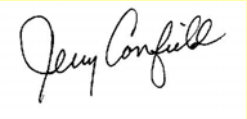
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** September 10, 2013

FROM: Steve Parker, Director of Utilities

SUBJECT: South 62nd Street Sewer Improvements - S001
Project Number 09-05-C1

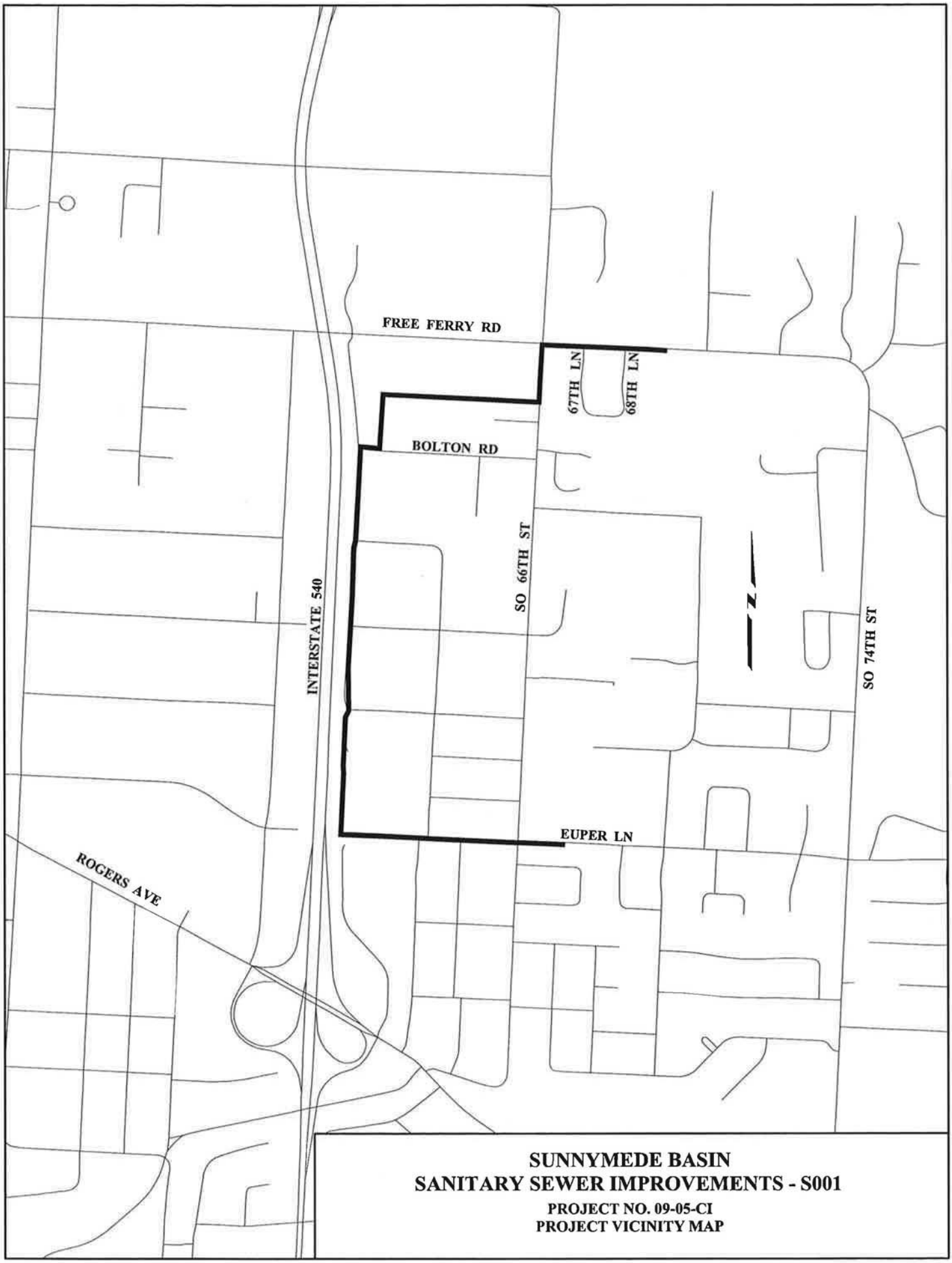
This project consisted of replacing 8,340 feet of 8 to12-inch sanitary sewer lines within the Sunnymede sewer basins along South 62nd Street from Free Ferry Lane to Euper Lane. The attached exhibit shows the locations of the improvements.

Forsgren, Inc., completed the project 49 days after the scheduled completion date resulting in liquidated damages in the amount of $18,500.00 to be deducted from the final payment. The amount of required sod for the site restoration was under estimated which resulted in an overrun of $33,824.98. Resolutions approving Change Order Number One in the amount of $15,324.98 and accepting the project as complete and authorizing final payment in the amount of $36,670.00, are attached. A project summary sheet is also attached for your review. It is my recommendation that the project be accepted as complete.

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

attachment

pc: Jeff Dingman



SUNNYMEDE BASIN
SANITARY SEWER IMPROVEMENTS - S001
PROJECT NO. 09-05-CI
PROJECT VICINITY MAP

Project Summary

Project status: Complete

Project name: South 62nd Street Sewer Improvements - S001

Today's date: September 10, 2013

Project number: 09-05-C1

Staff contact name: Steve Parke

Project engineer: Brixey Engineering & Land Surveying, Inc.

Staff contact phone: 784-2231

Project contractor: Forsgren, Inc .

Notice to proceed issued: August 20, 2012

Completion date: May 27, 2013

	Dollar Amount		Contract Time (Days)
Original contract	$2,134,433.00		200
Change orders:			
Number One	$15,324.98		0
Total change orders	$15,324.98		0
Adjusted contract	$2,149,757.98		200
Payments to date (as negative):	$-2,113,087.98	98.3%	
Amount of this payment (as negative)	$-36,670.00	1.7%	
Retainage held	$0.00		
Contract balance remaining	$0.00	0.0%	
Amount over as a percentage	0.7%		

Final comments:

Assessment of liquidated damages in the amount of $18,500.00 due to late contract completion of 49 days is reflected in the amount of the final payment.

RESOLUTION NO._____ 2 G

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CDM SMITH, INC., FOR PROVIDING ENGINEERING SERVICES FOR THE BASIN 17 COLLECTION SYSTEM IMPROVEMENTS EVALUATION

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

SECTION 1: An Agreement with CDM Smith, Inc, for providing engineering services associated with the Basin 17 Collection System Improvements Evaluation, Project Number 12-14-ED3, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute an Agreement in the amount of $78,000.00, for the performance of said services.

This Resolution adopted this _____ day of September 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** September 10, 2013

FROM: Steve Parke, Director of Utilities

SUBJECT: Basin 17 Collection System Evaluation
Project 12-14-ED3

In support of our ongoing effort to identify defects in the wastewater collection system that contribute to manhole overflows during periods of heavy rainfall, the Board authorized a contract with RGN Group, Inc., to conduct a sewer system evaluation study of Basin 17. This work was completed and a final report of findings was delivered last month. Among the recommendations included in the report was the need for constructing a hydraulic model of the wastewater collection and pumping system serving this basin. This model will be used to identify line segments undersized for conveying peak wet weather flows and for the purpose of designing a much needed replacement of pump station 8 (Riverlyn Pump Station) which conveys wastewater to the Sunnymede collection system. A project area exhibit is attached.

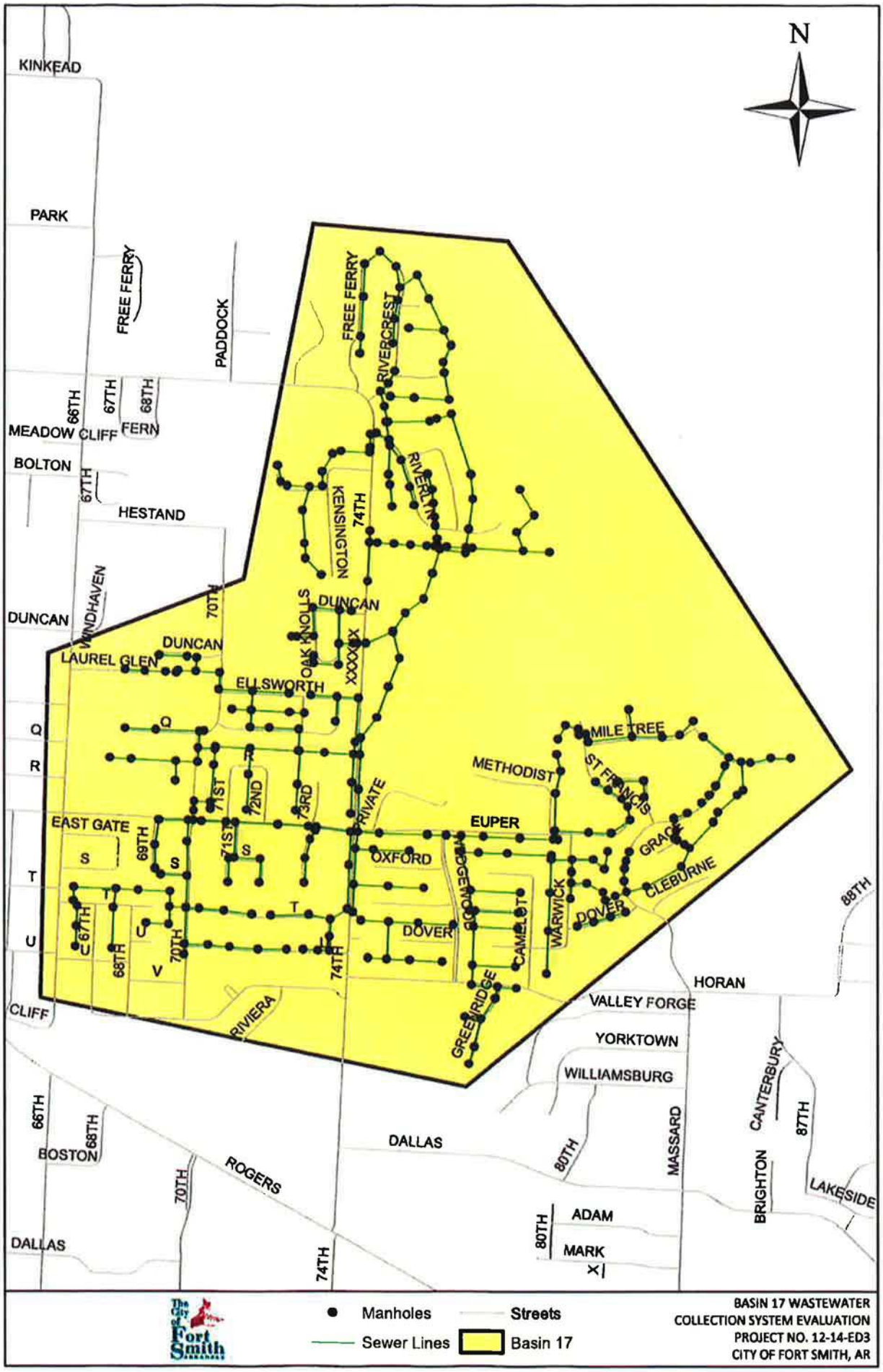
Hydraulic modeling of the major lines and pump stations within the city's wastewater collection system has been completed under contracts with CDM Smith, Inc. CDM Smith has provided a proposal for development of a hydraulic model of Basin 17 which includes field verification of system attributes (manhole location, rim elevations, flow lines, line segment lengths, wet well sizing and pumping rates), analysis of flow monitoring data, model calibration, and final analysis and recommendations. CDM Smith has committed to completing this work and providing a final report by early January of next year. The cost for providing this service is set at $78,000.

A Resolution authorizing the Mayor to execute an engineering contract with CDM Smith for providing this service is attached. Funding for this work is available from the 2012 sales and use tax bonds issued for continuation of wet weather sewer improvements.

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

attachment

pc: Jeff Dingman


N
KINKEAD
PARK
FREE FERRY
PADDOCK
FREE FERRY
RIVERCREST
66TH
67TH
68TH
MEADOW CLIFF
FERN
BOLTON
67TH
HESTAND
RIVERLYN
KENSINGTON
74TH
WINDHAVEN
70TH
DUNCAN
DUNCAN
OAK KNOLLS
DUNCAN
LAUREL GLEN
ELLSWORTH
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CLIFF
RIVIERA
GREENRIDGE
VALLEY FORGE
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WILLIAMSBURG
CANTERBURY
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BOSTON
DALLAS
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MASSARD
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ROGERS
70TH
BRIGHTON
LAKESIDE
ADAM
80TH
MARK
DALLAS
74TH
Manholes
Streets
Sewer Lines
Basin 17
BASIN 17 WASTEWATER
COLLECTION SYSTEM EVALUATION
PROJECT NO. 12-14-ED3
CITY OF FORT SMITH, AR

RESOLUTION NO._____ 2 H

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT AN OFFER MADE BY PROPERTY OWNER FOR THE ACQUISITION OF EASEMENTS IN CONNECTION WITH THE MILL CREEK INTERCEPTOR IMPROVEMENTS – PHASE II

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

The City administrator is hereby authorized to accept an offer made by the following property owner:

Tract No.	Owner	Appraised Value
Tract 29	William D. White	$1,600.00

and to make payment for same in connection with the acquisition of a sewer utility easement for the Mill Creek Interceptor Sewer Improvements – Phase II, Project 12-12-P, said property being located at 4210 Towson Avenue, Fort Smith, Arkansas.

This Resolution adopted this ____ day of September 2013.

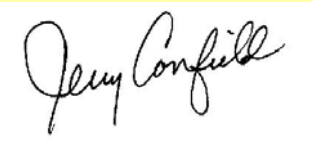
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** September 10, 2013

FROM: Steve Parke, Director of Utilities

SUBJECT: Mill Creek Interceptor Sewer Improvements Phase II
Project Number 12-12-P

The Mill Creek Interceptor Improvements - Phase II is to provide increased wet weather flow capacity by replacing and up-sizing approximately 67,400 feet of sewer. This portion of the sewer main has recurring problems with lack of capacity which causes sewer overflows. An exhibit showing the location of this new interceptor line is attached.

Tract 29 located at 4210 Towson Avenue is owned by Mr. William D. White. The appraised value of the easement across the property owned by Mr. White is $1,331.00. Mr. White has offered to grant the needed easement to the city for $1,600.00, an increase of $269.00 above the city's appraised value. This amount exceeds staff's authority to purchase the easement without the prior approval of the Board. An exhibit drawing showing the easement area is attached for your review.

Staff believes the counter offer is reasonable and recommends that the Board approve this Resolution at their next scheduled meeting, authorizing the City Administrator to accept the owner's counter offer and acquire the easement for $1,600.00.

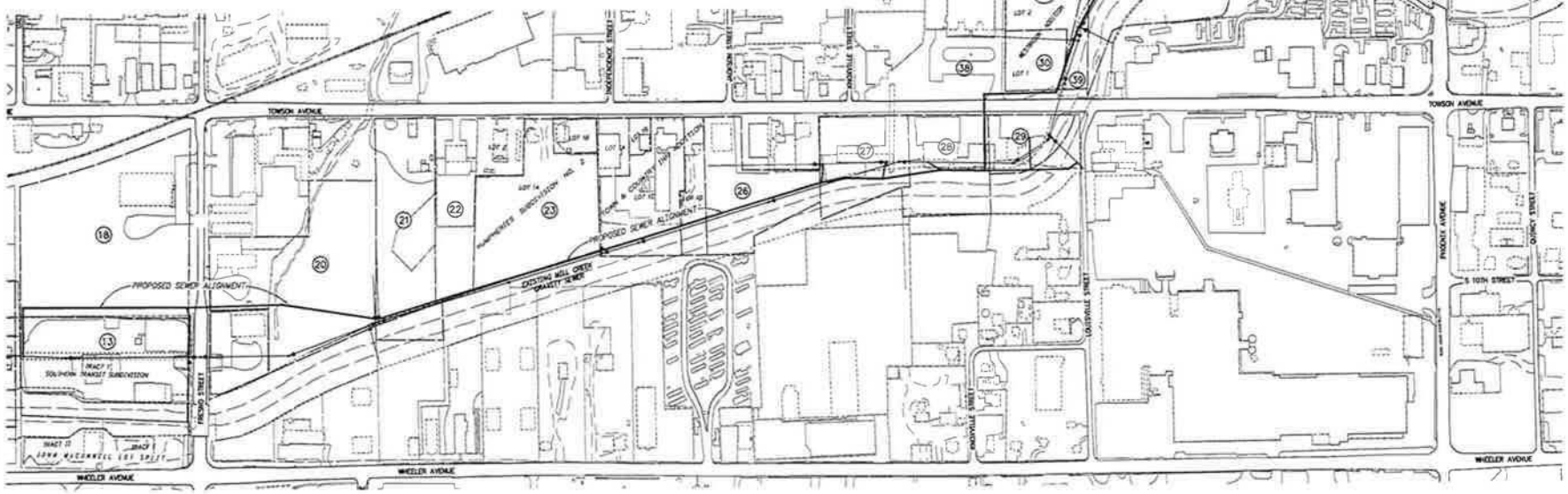
Should you or the Board have any questions or desire additional information, please let me know.

attachment

pc: Jeff Dingman

PROPERTY OWNERSHIP

TRACT NO.	PARCEL NO.	PROPERTY OWNER	PROPERTY ADDRESS	MAILING ADDRESS	DESCRIPTION	PARCEL ACREAGE
13	17289-0001-00000-00	FSC PROPERTIES, LLC	901 SO. FRESNO STREET	P.O. BOX 664, VAN BUREN, AR. 72956	PT. SE, NE, 29-08-32, TRACT L, SOUTHERN TRANSIT	5.20
18	18883-0000-01611-00	SIGMA FAMILY LIMITED PARTNERSHIP	3316 TOWSON AVENUE	P.O. BOX 20982, HOT SPRINGS, AR. 71902	PT. SE, NE, 29-08-32	6.54
20	18883-0000-01616-00	ZELMA LEONA HUMPHRIES	1018 SO. FRESNO STREET	2304 OSAGE CIRCLE, FT. SMITH, AR. 72903	PT. S/2, SE, NE, 29-08-32	7.35
21	18883-0000-01657-00	ZELMA LEONA HUMPHRIES	3706 TOWSON AVENUE	2304 OSAGE CIRCLE, FT. SMITH, AR. 72903	PT. NE, SE, 29-08-32	2.29
22	18883-0000-01657-01	MICHAEL J. & LINDA HICKMAN	3716 TOWSON AVENUE	3716 TOWSON AVENUE, FT. SMITH, AR. 72901	PT. NE, SE, 29-08-32	2.28
23	13974-0001-00000-00	ZELMA LEONA HUMPHRIES	3720 TOWSON AVENUE	2304 OSAGE CIRCLE, FT. SMITH, AR. 72903	LOT 1A, HUMPHRIES SUB. NO. 2	4.62
26	18883-0000-01692-00	BILLY J. & DORIS A. GRAVLEY	3820 TOWSON AVENUE	1809 HILLSBORO LANE, FT. SMITH, AR. 72908	PT. SE, 29-08-32	2.83
27	18883-0000-01697-00	FLEEMAN FAMILY LIMITED PARTNERSHIP	4006 TOWSON AVENUE	803 SE PLAZA AVE. #1, BENTONVILLE, AR. 72712	PT. SE, SE, 29-08-32	2.97
28	18883-0000-01718-00	FIRST COMMUNITY BANK	4030 TOWSON AVENUE	2925 ALMA HIGHWAY, VAN BUREN, AR. 72956	PT. SE, SE, 29-08-32	2.63
29	18883-0000-01719-00	WILLIAM D. WHITE	4210 TOWSON AVENUE	8401 ROSEWOOD DRIVE, FT. SMITH, AR. 72903	PT. SE, SE, 29-08-32	3.13
30	18883-0001-00000-00	WESTBROOK DEVELOPMENT, LLC	4209 TOWSON AVENUE	4611 ROGERS AVE., STE. 201, FT. SMITH, AR. 72903	PT. SW, SW, 28-08-32, LOT 1 WESTBROOK ADDN.	1.06
30A	18883-0002-00000-00	PRAIRIE LAND HOLDINGS, LLC	4201 TOWSON AVENUE	4611 ROGERS AVE., STE. 201, FT. SMITH, AR. 72903	PT. SW, SW, 28-08-32, LOT 2 WESTBROOK ADDN.	1.97
31	18883-0000-01922-00	RICHARD GRIFFIN & BOB HOLIST	OFF TOWSON AVENUE	P.O. BOX 2357, FORT SMITH, AR. 72902	PT. NW, NW, 33-08-32	3.01
32	18883-0000-01932-00	JACK W. & YVONNE M. JARRELL TRUST	1413 PHOENIX AVENUE	14321 HIGHWAY 43 SO., FT. SMITH, AR. 72916	PT. NW, NW, 33-08-32	3.00
33	18883-0000-01944-00	HARTNACK INVESTMENTS, LLC	1412 SO. PHOENIX AVENUE	2206 CENTURY CENTER BLVD., IRVING, TX. 75062	PT. SW, NW, 33-08-32	1.90
38	18883-0000-01551-00	ARKANSAS STATE HIGHWAY COMMISSION	4019 TOWSON AVENUE	P.O. BOX 2261, LITTLE ROCK, AR. 72203	PT. SW, SW, 28-08-32	7.92
39	–	HOWARD & DOESSA GENTRY	TOWSON AVENUE	–	PT. SW, SW, 28-08-32	0.12



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SCALE IN FEET

ONE INCH
AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY

DATE	REVISION

© HAWKINS-WEIR ENGINEERS, INC. 2011

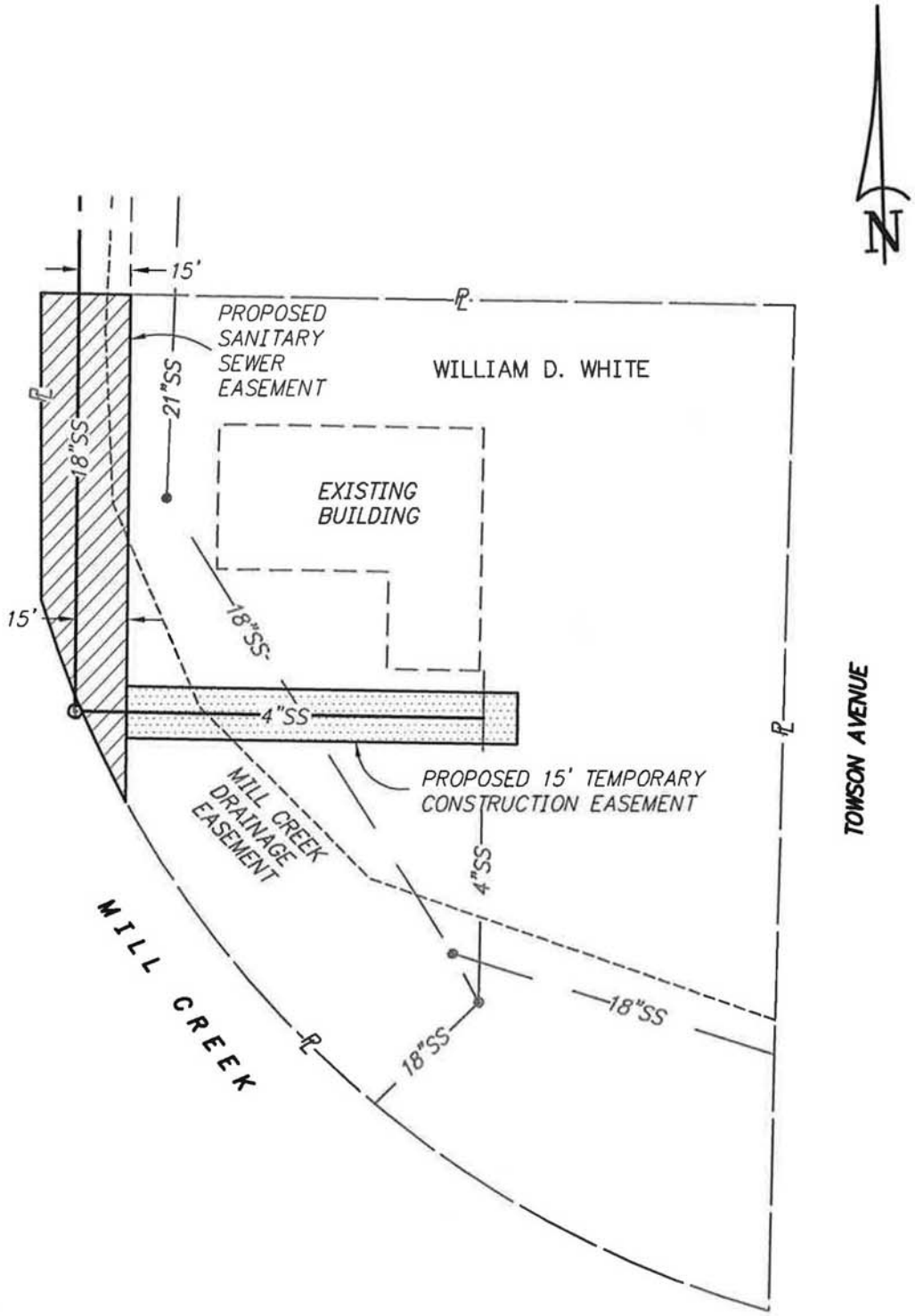
HAWKINS•WEIR ENGINEERS, INC.
110 South 7th Street • P.O. Box 641 • Van Buren, AR 72957 • (479) 474-1227
200 Rixey Market A/Avenue • Suite 250 • Little Rock, AR 72201 • (501) 374-4844
www.hawkins-weir.com

The City of Fort Smith ARKANSAS

CITY OF FORT SMITH, ARKANSAS
MILL CREEK INTERCEPTOR IMPROVEMENTS, PHASE II
FORT SMITH PROJECT NO. 12-12-C1

PROPERTY OWNERSHIP

Date	SEPTEMBER, 2013
Scale	1"=200'
Designed By	JKS
Drawn By	MKH
Filename	ENTIRE MAP
HWEI Job No.	12-09-C1
SHEET NO.	1 OF 1



PLAN

SCALE: 1" = 50'

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

EASEMENT EXHIBIT A
SEWER UTILITY EASEMENT
TRACT 29 – WHITE
FOR: THE CITY OF FORT SMITH

DATE: 05/21/13	SCALE: 1"=50'	JOB NO. 12-12-ED1

U:\DRAWINGS\PROJECTS\2012\12-12-ED1 MILL CREEK INTERCEPTOR – PHASE 2\EASEMENTS\TRACT 29.DWG, 6/3/2013 2:02 PM, STEVE HENDRIX, LAYOUT1

RESOLUTION NO. _____ 2 I

RESOLUTION AUTHORIZING PARTIAL PAYMENT TO ARCHER WESTERN CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE ZERO STREET PUMP STATION WET WEATHER IMPROVEMENTS-PUMP STATION AND EQ STORAGE

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

Partial payment number four to Archer Western Construction, LLC in the amount of $920,588.63, for the construction of the Zero Street Pump Station Wet Weather Improvements-Pump Station and EQ Storage, Project Number 09-17-C2, is hereby approved.

This Resolution adopted this _____ day of September 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** September 10, 2013

FROM: Steve Parke, Director of Utilities

SUBJECT: Zero Street Pump Station Wet Weather Improvement-
Pump Station and EQ Storage, Project Number 09-17-C2

Archer Western Construction LLC has submitted partial pay request number four in the amount of $920,588.63 for work completed on the above captioned project. Work is progressing on schedule and a project summary sheet is attached for your information. Major items of work completed to date are as follows:

- Excavation North and South EQ Tanks & PS (100% complete)
- South Tank Base Rebar and Forming (100% complete)
- North Tank Base Rebar and Forming (100% complete)
- Pump Station Concrete Base Poured (100% complete)
- Rebar for Pump Station Walls (10% complete)
- Sewer Main (5% complete)
- Form Work for Tank Walls (3% complete)

The attached Resolution authorizes the partial payment to Archer Western Construction LLC. Should you or members of the Board have any questions or need additional information, please let me know.

attachment

pc: Jeff Dingman

Project Summary

Project status: Under construction

Project name: Zero Street Pump Station Wet Weather Improvements-Pump Station and EQ Storage

Today's date: September 10, 2013

Project number: 09-17-C2

Staff contact name: Steve Parke

Project engineer: Hawkins-Weir Engineers, Inc.

Staff contact phone: 784-2231

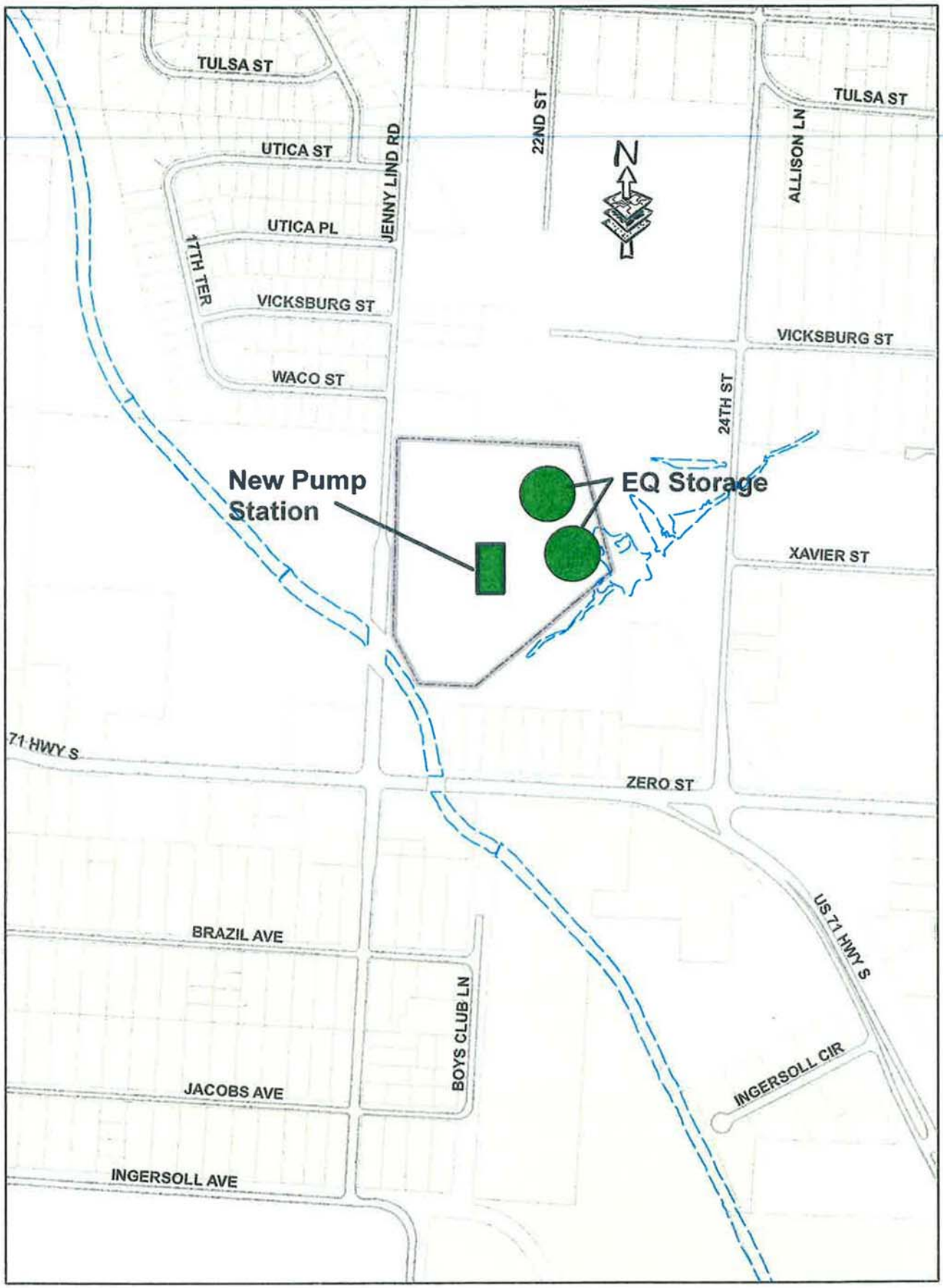
Project contractor: Archer Western Construction LLC

Notice to proceed issued: May 13, 2013

Completion date: May 2, 2015

	Dollar Amount	Contract Time (Days)
Original contract	$12,193,000.00	660
Change orders:		
Total change orders	$0.00	
Adjusted contract	$12,193,000.00	
Payments to date (as negative):	-$1,970,038.49	
Amount of this payment	-$920,588.63	
Retainage held	$136,411.77	
Contract balance remaining	$9,302,372.88	
Amount over original as a percentage		

Final comments: 22% of contract complete, 12% of time expended



Zero Street Pump Station Wet Weather Improvements
Pump Station & EQ Storage
Project No. 09-17-C2

3

ORDINANCE NO. _____

AN ORDINANCE AMENDING FORT SMITH MUNICIPAL CODE SECTION 2-221 TO ESTABLISH A $1,000.00 REIMBURSEMENT LIMIT ON SANITARY SEWER BACKUP CLAIMS

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

Section 1: Section 2-221 of the Fort Smith Municipal Code is hereby amended to increase the current $500.00 maximum reimbursement per structure per occurrence for sanitary sewer backup claims to $1,000.00 as the maximum reimbursement.

Section 2: In addition to the codification of previously approved amendments to Section 2-221 by Ordinance 68-12, the codifier of the Municipal Code shall codify the increase from $500.00 to $1,000.00 in maximum reimbursements for sanitary sewer backup claims in Section 2-221 of the Municipal Code.

Section 3: Emergency Clause. It is determined that the adoption of an amended maximum reimbursement for sanitary sewer overflow claims is essential to the appropriate administration of the relationship of the city with potential claimants and that the amendments adopted by this Ordinance are in the public interest. Therefore an emergency is declared to exist, and this Ordinance, being necessary to preserve the health, safety and welfare of the inhabitants of the city, shall be in effect from and after its date of approval.

This Ordinance Passed and Approved this _____ day of September 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Publish 1 Time

1

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** September 5, 2013

FROM: Steve Parke, Director of Utilities

SUBJECT: Sewer Back-Up Claims

The city's current policy for the consideration for payment of claims related to sanitary sewer back-ups was put in place in 1999 by Ordinance 20-99. This limited policy for hearing and settling of tort claims has been amended three times over the years to add the consideration of damages related to water main breaks, displaced manhole covers and building foundation settlement. Ordinance 68-12 adopted in September 2012 is the most recently adopted policy for the hearing and settlement of claims. A copy of that policy is attached.

The policy to address sewer back-up claims was designed to encourage property owners to purchase an insurance endorsement covering back-up of drains and to also install backflow protection devices such as relief valves on their sewer service lines. Such devices relieve, or greatly reduce the potential for, a sewer back-up before it enters a residence or business. A property owner may receive only one reimbursement for a particular location. The $500 limit for payment of claims related to sanitary sewer back-ups is intended to meet the insurance deductible and to close the gap in coverage to prevent any out-of-pocket expense.

The Board recently expressed an interest in reviewing the financial impact of adjusting the $500 limit for sewer back-up claims to $1,000. It seems that some insurance companies have adjusted their deductibles to $1,000 or that it is becoming more common for property owners to choose a $1,000 deductible in order to reduce their overall cost of insurance.

A table summarizing the sewer back-up claims submitted and amount paid for Years 2009 through mid-2013 is attached. A column is included to show the amount which would have been paid had those same claims been allowed a $1,000 maximum limit.

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

attachment

pc: Jeff Dingman

SEWER BACK-UP CLAIMS 2009 THROUGH MID-2013

Year	Claims Filed	Dry Weather	Wet Weather	Insured		Amount Requested	Amount Paid Under Current $500 Maximum	Amount Paid If Adjusted To $1,000 Maximum
				Yes	No			
2009	12	9	3	0	12	$7,463	$4,835	$6,481
2010	8	7	0	1	7	$10,865	$3,866	$6,479
2011	13	10	3	3	10	$21,185	$6,148	$10,066
2012	11	8	3	4	7	$12,622	$5,454	$9,667
2013	6	5	1	3	3	$37,435	$3,000	$4,001

ORDINANCE NO. 68-12 10

AN ORDINANCE ESTABLISHING A LIMITED POLICY OF THE CITY OF FORT SMITH, ARKANSAS, FOR THE HEARING AND SETTLING OF SPECIFICALLY IDENTIFIED TORT CLAIMS

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

Section 1: The attached Limited Policy of the City of Fort Smith, Arkansas, for the Hearing and Settling of Specifically Identified Tort Claims ("Policy") is hereby adopted. The Policy supercedes the City's previous policy adopted by Ordinance No. 69-02.

Section 2: Chapter 2, Article V, Section 2-221 of the Fort Smith Municipal Code is hereby amended to provide as follows:

> The "Limited Policy Of The City Of Fort Smith, Arkansas, For The Hearing And Settling Of Specifically Identified Tort Claims" incorporated herein and made a part hereof, is hereby adopted. The Policy is not set out herein, but is on file and available for inspection in the office of the city clerk. The city administrator is hereby authorized to approve for payment claims resolved under the policy from funds appropriated for that purpose. The maximum reimbursement shall not exceed five hundred dollars ($500.00) per structure per occurrence for sanitary sewer backup claims. The maximum reimbursement shall not exceed three thousand dollars ($3,000.00) per property per occurrence for water main line break claims. The maximum reimbursement shall not exceed five hundred dollars ($500.00) per claim for vehicle damage caused by displace manhole lid. The maximum reimbursement shall not exceed ten thousand dollars ($10,000.00) per single property for building foundation settlement claims.

Section 3: Emergency Clause. It is determined that the adoption of an amended policy for the hearing and settling of specifically identified tort claims is essential to the appropriate administration of the relationship of the city with potential claimants and that the amendments adopted by this Ordinance are in the public interest. Therefore an emergency is declared to exist, and this Ordinance, being necessary to preserve the health, safety and welfare of the inhabitants

of the city, shall be in effect from and after its date of approval.

This Ordinance Passed and Approved this 4th day of September 2012.

APPROVED:

Sandy Sanden
Mayor

ATTEST:

Sherri Gard
City Clerk

APPROVED AS TO FORM:

JSC Publish 1 Time

LIMITED POLICY OF THE CITY OF FORT SMITH, ARKANSAS FOR THE HEARING AND SETTLING OF SPECIFICALLY IDENTIFIED TORT CLAIMS

This policy is established to govern the hearing and settling of tort claims arising because of the actions of the employees of the City of Fort Smith. The City acknowledges its immunity from liability, except to the extent that the City may be covered by liability insurance, for damages and further acknowledges that no tort action is permitted to lie against the City because of the acts of its agents and employees. A. C. A. Section 21-9-301 (Repl. 1995). The City determines, by this policy, to hear and settle only those specifically identified tort claims described in the policy and no others, and the City agrees to hear and settle the specifically identified claims only pursuant to the expressed procedures and limitations of liability set forth in this policy. The City reserves the right to amend or repeal in its entirety the policy at any time irrespective of any prior occurrence which could result in a claim(s) or the pendency of a claim(s).

I. TORT CLAIMS AS TO WHICH POLICY APPLIES.

Unless limited by the third sentence of this paragraph I, and according to the limitations and procedures set forth in this policy the City shall receive for hearing and settling tort claims involving allegations of property damage from a sanitary sewer back-up a water main line break, vehicle damage caused by displaced manhole lid or building foundation settlement caused by excavation associated with a City owned underground utility line or facility arising from the negligent actions of employees of the City. No other tort claims shall be received for processing pursuant to this policy.

Specifically, this policy shall not authorize the processing of claims of personal injury or claims arising from intentional acts of City agents and employees, claims of strict liability, claims

not directly related to the performance of the job duties of the involved City employees (even though they may have been "at work" at the time of the occurrence), or claims covered by any liability insurance policy obtained by the City, obtained by others for the benefit of the City, or obtained by others for their own benefit.

"Sanitary sewer back-up" shall refer solely to property damage claims arising from the negligent actions of City employees proximately causing sanitary sewer flows to discharge from the City's sanitary sewer lines directly (not by over land surface flow) into a structure then utilized for residential, commercial or industrial purpose.

"Water main line break" shall refer solely to property damage claims arising from the negligent actions of city employees proximately resulting in water flow from breaks in City water distribution lines (but not service lines from distribution lines to individual water meters) to enter into residences or structures, or which otherwise causes damage to property.

"Vehicle damage caused by displaced manhole lid" shall refer solely to damage to a vehicle arising from the vehicle striking a sanitary sewer manhole in a public roadway where the manhole lid has been displaced.

"Building foundation settlement" shall refer solely to property damage arising from the negligent actions of City employees during excavation associated with a City owned underground utility line or facility.

II. PROCEDURE FOR PROCESSING CLAIMS.

The following procedures shall govern the processing of claims submitted pursuant to this policy.

(a) The term "City Administrator" shall refer to the City Administrator or his designated agent.

(b) All claims resulting from an occurrence of back-up on a date prior to the adoption of this policy shall be processed under the policy established by Ordinance 69-02. All claims resulting from an occurrence of back-up or water main line break on the date or the after the date of adoption of this policy shall be processed under this policy. All claims resulting from an occurrence of building foundation settlement associated with excavation on a date after January 1, 2009, shall be processed under this policy.

(c) Any person making a sanitary sewer backup claim, a water main line break claim, or a vehicle damage claim may provide in writing to the City Administrator within thirty (30) days of the occurrence a notice of intention to file a claim. Notice of intention to file a building foundation settlement claim must be provided to the City Administration within three hundred sixty-five (365) days of the excavation activity proximately resulting in the building foundation settlement (any foundation settlement claim asserted with reference to excavation work occurring after January 1, 2009, and presented to the City Administrator prior to the adoption of this 2012 amended policy will be considered as meeting the required notice). Any person who complies with this notice provision may thereafter, within the time limit and according to the procedures set forth in (d) below, file a written claim.

(d) All claims shall be submitted in writing (containing the name, address and telephone number of the claimant) delivered to the City Administrator within the time periods provided in (c) or, if notice of intention to file a claims has been provided pursuant to (c), within sixty (60) days of delivery of the notice of intention to file a claim. If delivered in writing within the time period provided in (d), the claimant may request an extension of time for filing a claim which may be considered at the discretion of the City Administrator.

(e) All claims from a sanitary sewer back-up into a single structure shall be consolidated and handled as one claim subject to the $500.00 limitation provided by Section III (b). All claims from a water main line break across a single property shall be consolidated and handled as on claim subject to the $3,000.00 limitation provided by Section III (b). All claims for vehicle damage arising from a single occurrence of displaced manhole lid shall be subject to the $500.00

limitation provided by Section III (b). All claims of building foundation settlement for individual buildings (including detached structures) across a single property shall be consolidated and handled as a claim subject to the $10,000.00 limitation provided by this policy.

When used in this policy, the term "single property" refers to real property, irrespective of platting or description as more than one lot or parcel, owned by the same person, persons, entity or entities.

(f) All claims, shall be considered by the City Administrator, who shall determine all requisite facts under this policy, including the existence of negligence as described in Section I. The City Administrator shall have the authority to recommend for payment, from funds appropriated for that purpose, such claims. With reference to the existence of negligence on sanitary sewer backup claims, the City Administrator shall assume that any discharge originating in the sewer system of the City (as opposed to the claimant's service line) proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another caused of the back-up. With reference to the existence of negligence on water main line break claims, the City Administrator shall assume that any flow of water from a broken City water main line proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the water main break. With reference to the existence of negligence on vehicle damage from a displaced manhole lid, the City Administrator shall assume that any such damage proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the displaced manhole lid. With reference to the existence of negligence on building foundation settlement, the City Administrator shall assume that any such damage proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the building foundation settlement.

(g) Claims denied, in whole or part, by the City Administrator may be appealed to the Board of Directors of the City. A claimant shall have a period of ten (10) days, from the date of notification by the City Administrator, to appeal the decision to

the governing body of the City. Said notification shall be issued by first class mail to the address indicated by the written claim of the claimant. The ten day period will run from the date of issuance of notification for any claimant whose address is located within the City of Fort Smith. In the event that the claimant's address is located outside the City of Fort Smith, a period of four (4) days shall be added to the period in which an appeal to the governing body may be submitted.

(h) A claimant's appeal shall be filed in writing and filed with the City Administrator, and the appeal shall be scheduled before the Board of Directors of the City and the claimant notified of the date of the hearing.

(i) In addition to the other limitations set forth in this policy, compensation paid for damage to real or personal property shall be limited to the cost of repair of the damage or, in the event that the cost of repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damage property minus any salvage value. No compensation shall be granted for inconvenience, loss of use, loss of profits, dislocation expenses or personal injury including, without limitation, emotional distress.

(j) Unless the requirement is waived or modified by the City Administrator, the claimant shall submit three qualified estimates of the cost of repair of the property in question or three opinions of qualified persons of the fair market value, minus salvage costs, of damaged property.

(k) For vehicle damage claims arising from a displaced manhole lid, the claimant must also submit a police report documenting the incident.

(l) The provision of this policy regarding types of claims subject to the policy, limitation periods, limitations on coverage and the other provisions of the policy shall be applicable to all claims including those appealed to the Board of Directors.

III. ADDITIONAL LIMITATIONS ON CLAIMS.

In addition to limitations set forth at other places in this policy, all claims shall be subject

to the following limitations.

(a) No compensation shall be paid on the basis of any claim accruing to the benefit, directly or indirectly, of an insurance carrier. In particular, no compensation shall be based on any claim for property damage if the item of expense is covered by any insurance provision. Any claim may be rejected by the City Administrator or the Board of Directors from further handling in the event that the claimant fails to comply with any reasonable requirement of the City Administrator or the Board of Directors regarding determinations of insurance coverage.

(b) Under no circumstances shall the City pay in excess of $500.00 on any sewer backup claim or any vehicle damage claim. Under no circumstances shall the City pay in excess of $3,000.00 on any water main line break claim. Under no circumstances shall the City pay in excess of $10,000.00 on any building foundation settlement claim.

(c) During any budget year, no claim shall be processed if the total budget appropriation for handling the claims has been expended.

(d) Acceptance of the sum paid by the City on a claim will constitute a release and discharge of the City from any and all other liability for existing or future claims arising from the occurrence which gave rise to the claim of back-up. Additionally, the acceptance shall acknowledge the limitation set forth in the next sub-paragraph regarding future occurrences.

(e) After the City has paid a sewer back-up claim at a location in the City (either under this policy, the policy or previous policies), the City shall not thereafter consider or pay a claim under this policy arising from a sewer back-up at the same location presented by the previously paid claimant or said claimant's spouse or immediate family member (parent or child or related person residing in same household).

(f) This policy shall not apply where there is a written agreement absolving or releasing the City of liability from damage caused by a water main line break.

(g) As to building foundation settlement claims, this policy shall not permit the processing or paying of a claim of damage to a building which encroaches into a dedicated easement, prescriptive easement area, right-of-way or setback area established by City ordinances which benefit City installation, replacement or maintenance of an underground utility line or facility or where there is a written agreement absolving or releasing the City from liability for damage which may occur due to the presence of an existing or future City underground utility line or facility.

Dated this 4th day of September, 2012.

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: September 12, 2013

SUBJECT: Fire Code Board of Appeals and Adjustments Board

The term of Mike Schluterman of the Fire Code Appeals and Adjustments board will expire October 31, 2013. Mr. Schluterman wishes to be reappointed to this board.

There are no other applicants available at this time.

Appointments are **by the Board of Directors,** one appointment is needed. The term will expire October 31, 2017.

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

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Fire Code Board of Appeals and Adjustments

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

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

	Date Appointed	Term Expires
Mike Schluterman 2411 South Waldron Rd (04) 452-8539 (h) 484-7211 (w) cpamike@sbcglobal.net	11/19/96	10/31/13
Gene Nelson Nelson Insurance Agency P O Box 2270 (02) 782-8718 782-3861 (f) gene@nelsonins.com	10/01/85	10/31/14
Karl Lee Sutherland 2700 South 87 Dr (03) 452-0084 (h) 788-6461 (w) 459-1702 (c) lsutherland@wingfootct.com	10/19/99	10/31/15
James M. Reddick 602 Garrison Avenue Suite 800 (01) 782-4085 (w) jreddick@guestreddick.com	10/20/87	10/31/15
C. Leo Patterson Retired 3518 South O Street (03) 783-6661 (h) caliban@cox.net	10/18/11	10/31/15

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

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

Date: 9/10/13

Name: Mike L. Schlutterman

Home Telephone: 452-8539

Home Address: 6005 Cliff Dr Ft Smith

Work Telephone: 484-7211

Zip: 72903

Email:

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

Education: BS Acctgy

Professional and/or Community Activities: CPA - AICPA - State CPA Society, Board of Good Samaritan Clinic, Leadership Ft Smith member

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 consideratio

Drivers License Date of B This information will be us k ground check of all applica

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

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

The City of Fort Smith ARKANSAS

September 12, 2013

TO: Members of the Board of Directors
Members of the Parks and Recreation Commission

RE: Appointments:

Mr. Bobby Aldridge of the Parks and Recreation Commission has resigned September 11, 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 October 8th, 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 and click on boards and commissions.

Sincerely,

Ray Gosack

Ray Gosack
City Administrator

623 Garrison Avenue
P.O. Box 1908
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Administrative Offices FAX (479) 784-2430

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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
September 17, 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 SEPTEMBER 3, 2013 REGULAR MEETING
Unanimously approved as written

ITEMS OF BUSINESS:

1. Ordinance directing the installation of a four way stop at the intersection of Chad Colley Boulevard and Massard Road *~ Settle/Merry placed on agenda at the September 3, 2013 regular meeting ~*
   Approved 4 in favor, 3 opposed (Lau, Good & Lorenz) / Adoption on first reading requires 5 affirmative votes; therefore, the second reading is scheduled to occur at the October 1, 2013 regular meeting.

2. Consent Agenda

   A. Resolution encouraging the Arkansas Veterans' Home Task Force to locate the new Arkansas Veterans' Home at Chaffee Crossing in Fort Smith
   Approved 7 in favor, 0 opposed / Resolution No. R-141-13

B. Resolution adopting annual audit requirements and retaining BKD, LLP as external auditors *(approximately $143,000.00 / Finance Department / Budgeted – various funds)*
Approved 7 in favor, 0 opposed / Resolution No. R-142-13

C. Resolution authorizing the Mayor to execute an electric utility easement to Arkansas Valley Electric Cooperative for the Fort Smith Landfill Scale Facility *(R-94-13)*
Approved 7 in favor, 0 opposed / Resolution No. R-143-13

D. Resolution authorizing Amendment No. 1 to Authorization No. 2 with Brixey Engineering & Land Surveying, Inc. for engineering services for South 62nd Street Sewer Improvements *($9,000.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*
Approved 7 in favor, 0 opposed / Resolution No. R-144-13

E. Resolution authorizing a Change Order No. 1 with Forsgren, Inc. for South 62nd Street Sewer Improvements *($15,324.98 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*
Approved 7 in favor, 0 opposed / Resolution No. R-145-13

F. Resolution accepting the project as complete and authorizing final payment to Forsgren, Inc. for South 62nd Street Sewer Improvements *($36,670.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*
Approved 7 in favor, 0 opposed / Resolution No. R-146-13

G. Resolution authorizing the Mayor to execute an agreement with CDM Smith, Inc. for providing engineering services for Basin 17 Collection System Improvements Evaluation *($78,000.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*
Approved 7 in favor, 0 opposed / Resolution No. R-147-13

H. Resolution authorizing the City Administrator to accept an offer made by property owner for the acquisition of easements in connection with Mill Creek Interceptor Improvements – Phase II *($1,600.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*
Approved 7 in favor, 0 opposed / Resolution No. R-148-13

I. Resolution authorizing partial payment to Archer Western Construction, LLC for the construction of Zero Street Pump Station Wet Weather Improvements - Pump Station and EQ Storage *($920,588.63 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*
Approved 7 in favor, 0 opposed / Resolution No. R-149-13

3. Ordinance amending Fort Smith Municipal Code Section 2-221 to establish a $1,000.00 reimbursement limit on sanitary sewer backup claims ~ *Settle/Merry placed on agenda at the September 10, 2013 study session* ~
Approved 7 in favor, 0 opposed / Ordinance No. 47-13

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 6:29 p.m.

- Appointment: **FIRE CODE BOARD OF APPEALS AND ADJUSTMENTS**
  Mike Schluterman
  Term expires October 31, 2017

ADJOURN
6:34 p.m.

MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING

TUESDAY ~ SEPTEMBER 17, 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 Phil Redding of River of Life Fellowship, 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 Philip H. Merry, Jr. The Mayor declared a quorum present.

Mayor Sanders 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 September 3, 2013 regular 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.

The Mayor announced that such is election day for the Fort Smith Public School Board; therefore, since polls do not close until 7:30 p.m., he noted *"there's still time"* and urged those who have not voted to do so.

Item No. 1 was an ordinance directing the installation of a four way stop at the intersection of Chad Colley Boulevard and Massard Road ~ *Settle/Merry placed on agenda at the September 3, 2013 regular meeting* ~

Director of Streets and Traffic Control Greg Riley briefed the Board on the item advising the proposed ordinance was requested due to a tragic accident that resulted in a fatality on August 29, 2013. It was suggested that had there been a four-way stop at the intersection, the fatal accident would not have occurred. This is the only reported accident

since the intersection opened in four (4) directions on September 22, 2011. Traffic control at intersections is typically controlled and managed using the Manual on Uniform Traffic Control Devices (MUTCD), which sets standards that are generally followed throughout the country. Traffic counts have been completed and Traffic Engineering Consultants (TEC) has provided an engineering report that indicates the subject intersection does not meet the MUTCD warrants for a four-way stop. In order to address concerns, TEC recommends changes to signage in the area, which are identified as follows:

- "Cross Traffic Does Not Stop" warning signs on Chad Colley Boulevard
- Appropriately spaced "Stop Ahead" warning signs on Chad Colley Boulevard
- Larger "Stop" signs on Chad Colley Boulevard
- "Cross Road" warning signs on Massard Road
- Decrease speed limit to 35 miles per hour in all directions

The following individual was present to address the Board:

- Larry Madden
  Rye Hill area

  Re: Alleged there is a lack of police presence at the subject intersection; however, he spoke in favor of the item citing every effort should be made to prevent another fatality at the location.

Director Settle spoke in favor of the item. Although the study indicates the intersection does not meet the warrants for a four-way stop, he conveyed disagreement with such; therefore, he recommended approval of the proposed ordinance.

Directors Good, Lau and Lorenz spoke in opposition to the item citing the Board of Directors should accept and adhere to the recommendations of those qualified to determine if a four-way stop is warranted. Concern was also expressed that a four-way stop will increase the likelihood of accidents; therefore, Director Good questioned if the police department maintains any concerns.

Police Chief Kevin Lindsey noted he feels the TEC recommendation for updated and additional signage is an appropriate resolution; however, the proposed four-way stop may be warranted as traffic increased in the area.

If the City proceeds with installation when the four-way stop does not meet warrants of the MUTCD, Director Catsavis questioned if such creates a legal issue for the City.

City Attorney Jerry Canfield advised state law grants municipalities discretion on such matters; however, it also requires municipalities to adhere to the MUTCD. The courts have indicated that issues regarding unwarranted traffic control devices may be raised with the Arkansas Highway and Transportation Department (AHTD), who maintains authority to require removal of such. He conveyed much confidence that unwarranted traffic controlling devices do not invalidate traffic citations and posed no concern that such will create a legal liability for the City.

Director Merry spoke in favor of the item citing anything that will assist in getting traffic to slow down *"is not a bad thing"*. If an issue arises and the AHTD requires the intersection to be returned to a two-way stop, the City can then simply remove the additional stop signs.

If the proposed ordinance is defeated, Director Lau inquired what will be done.

Mayor Sanders advised that if the measure is defeated, it's the City's intent to proceed with the above noted TEC recommendations for additional and updated signage.

Settle, seconded by Merry, 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 - Catsavis, Weber, Settle and Merry;

nays - Lau, Good and Lorenz. The Mayor declared the motion carried, but did not obtain five (5) affirmative votes required for passage on its first reading. Due to such, he announced the ordinance be will placed on the October 1, 2013 regular meeting agenda for its second reading.

The Consent Agenda (Item No. 2) was introduced for consideration, the items being as follows:

A. Resolution encouraging the Arkansas Veterans' Home Task Force to locate the new Arkansas Veterans' Home at Chaffee Crossing in Fort Smith

B. Resolution adopting annual audit requirements and retaining BKD, LLP as external auditors *(approximately $143,000.00 / Finance Department / Budgeted - various funds)*

C. Resolution authorizing the Mayor to execute an electric utility easement to Arkansas Valley Electric Cooperative for the Fort Smith Landfill Scale Facility (R-94-13)

D. Resolution authorizing Amendment No. 1 to Authorization No. 2 with Brixey Engineering & Land Surveying, Inc. for engineering services for South 62nd Street Sewer Improvements *($9,000.00 / Utility Department / Budgeted - 2012 Sales and Use Tax Bonds)*

E. Resolution authorizing a Change Order No. 1 with Forsgren, Inc. for South 62nd Street Sewer Improvements *($15,324.98 / Utility Department / Budgeted - 2012 Sales and Use Tax Bonds)*

F. Resolution accepting the project as complete and authorizing final payment to Forsgren, Inc. for South 62nd Street Sewer Improvements *($36,670.00 / Utility Department / Budgeted - 2012 Sales and Use Tax Bonds)*

G. Resolution authorizing the Mayor to execute an agreement with CDM Smith, Inc. for providing engineering services for Basin 17 Collection System Improvements Evaluation *($78,000.00 / Utility Department / Budgeted - 2012 Sales and Use Tax Bonds)*

H. Resolution authorizing the City Administrator to accept an offer made by property owner for the acquisition of easements in connection with Mill Creek Interceptor Improvements - Phase II *($1,600.00 / Utility Department / Budgeted - 2012 Sales and Use Tax Bonds)*

I. Resolution authorizing partial payment to Archer Western Construction, LLC for the construction of Zero Street Pump Station Wet Weather Improvements - Pump Station and EQ Storage *($920,588.63 / Utility Department / Budgeted - 2012 Sales and Use Tax Bonds)*

Director Weber questioned who selects the City's auditor. and how often the auditor is changed.

Internal Auditor Mitzi Kimbrough advised the Audit Committee selects the auditing firm.

Administrator Gosack advised the auditor is selected annually; however, clarified that even if the same auditing firm is selected for multiple years, different personnel are utilized each year.

Settle, seconded by Lorenz, moved adoption of all consent agenda items. The members all voting affirmatively, the Mayor declared the motion carried and the resolutions were adopted and numbered R-141-13 through R-149-13 respectively.

Item No. 3 was an ordinance amending Fort Smith Municipal Code Section 2-221 to establish a $1,000.00 reimbursement limit on sanitary sewer backup claims

~ Settle/Merry placed on agenda at the September 10, 2013 study session ~

Administrator Gosack briefed the Board on the item advising the city's current policy maintains a $500 limit for payment of claims related to sanitary sewer backups. The amount was intended to meet the typical insurance deductible and to close the gap in coverage to prevent any out-of-pocket expense for residents. There was recent interest

to increase the limit as some insurance companies have adjusted their deductibles to $1,000 or that it is becoming more common for property owners to choose the higher deductible in order to reduce the overall cost of insurance. He further encouraged all residents to ensure that their homeowner's policy includes coverage for sanitary sewer backups and noted that inclusion of such is relatively inexpensive.

Lau, seconded by Weber, 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 Merry, moved adoption of Section 3 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. 47-13.

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

- Mayor Sanders

  Re:
  1. Noted much appreciation that Governor Beebe was in Fort Smith for last week's announcement that Thermold Magazines is moving their national headquarters to Fort Smith. Such is an estimated $7 million investment that creates approximately 60 new jobs in the city.

  2. Advised that more than 1,200 new jobs in Fort Smith have been announced since December 2012.

  3. Announced that approximately 500 employees of HMA, Inc. began moving into their facility at the former Phoenix Expo Center.

  4. Extended much congratulations to the Arkansas Best Corporation upon celebrating their 90th Anniversary.

- Director Catsavis

  Re: Announced the Arkansas-Oklahoma State Fair is September 20th - 28th at Kay Rodgers Park and encouraged all to attend.

- Administrator Gosack

  Re:
  1. Advised an update on the 2014 Budget and proposed Five Year Capital Improvement Program for streets, bridges and associated drainage will be presented at the September 24, 2013 study session.

  2. Reminded all that the 2014 budget review hearings are scheduled for November 12, 14 and 18; therefore, encouraged the Board to ensure their calendars reflect said dates.

The Board entered into an executive session at approximately 6:29 p.m. and after reconvening, Mayor Sanders announced the following appointment nomination:

FIRE CODE BOARD OF APPEALS AND ADJUSTMENTS
Mike Schluterman (reappointment)
Term expires October 31, 2017

Catsavis, seconded by Lorenz, moved acceptance of the appointment nomination. 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 Good and the members all voting aye, the Mayor declared the motion carried and the meeting stood adjourned at 6:34 p.m.

APPROVED:

Sandy Sanders
MAYOR

ATTEST:

Sherri Gard
CITY CLERK