

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**  
**December 2, 2014 ~ 6:00 p.m.**  
**Fort Smith Public Schools Service Center**  
**3205 Jenny Lind Road**

***THIS MEETING IS BEING TELECAST LIVE ON THE GOVERNMENT ACCESS CHANNEL 214 AND ONLINE AT <http://www.ustream.tv/channel/city-of-fort-smith-board-of-directors-meetings>***

**INVOCATION & PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING**

*(Section 2-37 of Ordinance No. 24-10)*

**APPROVE MINUTES OF THE NOVEMBER 18, 2014 REGULAR MEETING**

**ITEMS OF BUSINESS:**

1. Presentation: S.R.C.A. Christmas cards to Board of Directors
2. Ordinance rezoning identified property and amending the zoning map *(from Residential Multi-Family Medium Density (RM-3) to a Planned Zoning District (PZD) by classification located at 1500 Fresno Street)*
3. Ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith *(land use chart amendment)*
4. Ordinance amending the 2014 Operating Budget
5. Public hearing and ordinance to adopt the fiscal year 2015 Operating Budget and to provide other matters relating thereto ~ *Merry/Catsavis placed on agenda at the November 25, 2014 budget hearing ~*

6. Ordinance establishing salaries and benefits and related procedures for City employees
7. Resolution of the Board of Directors of the City of Fort Smith certifying local government endorsement of business to participate in the Tax Back Program (as authorized by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003) (*ProPak Logistics, Inc.*)
8. Consent Agenda
  - A. Resolution approving specific excess insurance and aggregate excess insurance for the City's employee health coverage
  - B. Resolution approving claim service, specific excess insurance and aggregate excess insurance for the City's workers compensation coverage
  - C. Resolution approving a contract for general legal services for 2015
  - D. Resolution accepting bid and authorizing a contract with Gametime for a playground unit for the neighborhood park at Fianna Way (\$108,897.50 / *Parks Department – Budgeted – 1/8% sales and use tax*)
  - E. Resolution authorizing the execution of a memorandum of understanding between the City of Fort Smith Police Department and the Fort Smith Public School District concerning the addition of 2 Fort Smith police officers into the School Resource Officer (SRO) Program (\$36,000.00 / *Police Department / Budgeted (2015) – Program 4704-101*)

**OFFICIALS FORUM ~ presentation of information requiring no official action**  
*(Section 2-36 of Ordinance No. 24-10)*

- Mayor
- Directors
- City Administrator

**ADJOURN**

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

**AN ORDINANCE REZONING IDENTIFIED PROPERTY  
AND AMENDING THE ZONING MAP**

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**WHEREAS**, the City Planning Commission has heretofore held a public hearing upon request No. 21-11-14 to rezone certain properties hereinafter described, and, having considered said request, recommended on November 13, 2014, that said change be made;

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

**SECTION 1:** That the following properties to-wit:

Lots 9B and 9C, Nelson’s Addition to the City of Fort Smith, Sebastian County, Arkansas, being a replat of Lot 9A, Block 2, Nelson’s Addition and Lot 7, Block 1 of Nelson’s Place.

AND

The East 80.5 feet of the East Half of Lot 10 and the East 80.5 feet of the North 48.8 feet of the East Half of Lot 9, all in Block 2, Nelson’s Addition to the City of Fort Smith, Fort Smith District, Sebastian County, Arkansas, according to plat filed August 28, 1926, as plat No. 89.

more commonly known as 1500 Fresno Street and 1422 South Fresno Street, should be, and are hereby rezoned from Residential Multi-Family Medium/High Density (RM-3) to a Planned Zoning District by Classification. The approved change in zoning classification is based and conditioned upon the Planned Zoning District provisions of Section 27-341 of the Unified Development Ordinance and the Planned Zone Project Booklet reviewed by the Fort Smith Planning Commission and approved hereby, which Project Booklet shall be filed in the office of the City Clerk.

The zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

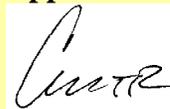
**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
**Mayor**

**Approved as to form:**

A handwritten signature in black ink, appearing to read "C. Moore", is written over a white rectangular background.

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

November 24, 2014



Honorable Mayor and Board of Directors  
City of Fort Smith, Arkansas

Re: A request by John Alan Lewis, agent, for Planning Commission consideration of a zone change from Residential Multi-Family Medium/High Density (RM-3) to a Planned Zoning District by Classification located at 1500 Fresno Street.

On November 13, 2014, the City Planning Commission held a public hearing to consider the above request.

Ms. Maggie Rice read the staff report indicating that the purpose of this request is to allow the existing assisted living facility to become a permitted use in a Planned Zoning District. Ms. Rice stated that currently the existing business is a conditional use in the Residential Multi-Family Medium Density (RM-3) zone.

Ms. Rice noted that a neighborhood meeting was held on November 12, 2014, with one (1) property owner in attendance who expressed no concerns relative to this rezoning request.

Ms. Katie Papasan, representing John Alan Lewis, was present to speak on behalf of this request.

No one was present to speak in opposition to this request.

Chairman Sharpe then called for the vote on the rezoning request. The vote was 8 in favor and 0 opposed.

The Planning Commission hereby certifies this zoning map amendment to the Board of Directors in accordance with A.C.A. 14-56-422.

Respectfully Submitted,

CITY PLANNING COMMISSION

A handwritten signature in black ink that reads "Marshall S. Sharpe".

Marshall Sharpe, Chairman

MS/lp

cc: File  
City Administrator

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

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** October 24, 2014

**Re:** Rezoning #21-11-14 - A request by Alan Lewis, Agent for Peachtree Village, LLC and Peachtree Village South Property, LLC, for Planning Commission consideration of a zone request from Residential Multi-Family Medium Density (RM-3) to a Planned Zoning District (PZD) located at 1500 Fresno Street.

## PROPOSED ZONING

The proposed Planned Zoning District will allow the existing assisted living facility to become a permitted use in the PZD. Currently, the existing business is a conditional use in the Residential Multi-Family Medium Density (RM-3).

## LOT LOCATION AND SIZE

The subject property is on the south side of Fresno Street west of South 16<sup>th</sup> Street and east of Towson Avenue. The tract contains an approximate area of 5.75 acres with approximately 280 feet of street frontage along Fresno Street.

## REQUESTED ZONING

The applicant has requested a Planned Zoning District (PZD). The purpose of a Planned Zoning District is to assure control of certain development while providing the applicant a means of gaining commitment without undue financial risk. Specifically the purposes of a PZD are to encourage:

- Comprehensive and innovative planning and design of diversified yet harmonious development consistent with the comprehensive plan;
- Better utilization of sites characterized by special features of geographic location, topography, size, or shape;
- Flexible administration of general performance standards and development guidelines;
- Primary emphases shall be placed upon achieving compatibility between the proposed developments and surrounding areas to preserve and enhance the neighborhood through the use of enhanced site design, architecture, landscaping, and signage.
- Developments that utilize design standards greater than the minimum required by the UDO.

2A

## SURROUNDING ZONING AND LAND USE

The areas to the north, east and south are zoned Residential Multi-Family Medium Density (RM-3) and are developed as single family residences.

The area to the west is zoned Residential Multi-Family Medium Density (RM-3) and is undeveloped.

## MASTER LAND USE PLAN COMPLIANCE

The *Master Land Use Plan* currently classifies the site as Residential Attached and Residential Detached. The residential detached classification is intended to create and maintain stable neighborhoods, provide safe, attractive family environments, and protect property values. The Residential Attached classification is intended to provide for diverse populations and households, by supporting variety and options in living environments, and housing, while protecting and improving property values. Approval of the zone change will not conflict with the Master Land Use Plan or surrounding development.

## PROJECT BOOKLET

A copy of the project booklet is enclosed for your review. The following criteria shall be considered by the Planning Commission when reviewing the project booklet:

- A. Is the site capable of accommodating the building(s), parking areas and drives with the appropriate open space provided? **Yes, the facility is existing.**
- B. Does the plan provide for safe and easy ingress, egress and internal traffic circulation? **All of the traffic will have ingress and egress points on Fresno Street which is classified as a minor arterial.**
- C. Is the plan consistent with good land use planning and site engineering design principles, particularly with respect to safety? **Yes**
- D. Are the architectural designs consistent with the City of Fort Smith policies and regulations and compatible with surrounding land use features? **The facility already exists. Any changes would comply with the booklet submitted for the proposed PZD.**
- E. Does the Plan represent an overall development pattern that is consistent with the Comprehensive Plan, Master Street Plan, Master Land Use Plan, and other adopted planning policies? **Yes, the facility is existing.**
- F. The required right-of-way dedication has been identified by the City Engineering Department? **No new right-of-way dedication is proposed or required at this time.**
- G. All easements and utilities shall meet the requirements of the approving departments and agencies? **Yes**

2B

- H. Articulate how the plan minimizes or mitigates the impact of increased traffic both in volume and vehicle size. **No new construction is proposed to the existing assisted living facility is existing. Since no new construction is proposed and this is a continuation of an existing, long standing land use, the facility will not have an increased impact on the volume of vehicles.**
- I. Articulate how the plan exceeds the UDO requirements. (e.g. increased landscaping increased high quality materials, etc.) **The existing facility exceeds the UDO by utilizing 100 percent of high quality materials for the buildings.**

**SITE DESIGN FEATURES**

**Ingress/egress/traffic circulation** – The property is accessible from Fresno Street.

**Right-of-way dedication** – No new right-of-way dedication is proposed or required at this time.

**Drainage** – No new drainage plans have been proposed or required at this time.

**Landscaping & Screening** – The site and landscaping are existing. No new landscaping is proposed. The site contains trees and shrubs along Fresno Street.

**Parking** – The site has 89 parking spaces and has adequate parking for the facilities purpose.

**Signage** – The existing site has one monument sign adjacent to Fresno Street. This existing sign conforms to the UDO signage regulations. No new signage has been proposed.

**Sidewalks** – Fresno Street does not have an existing sidewalk network. During any construction phase in the future the engineering department will determine the necessity of sidewalks, or payment in lieu of in accordance to the Ordinance. At this time no new construction is planned.

**FACTORS TO BE CONSIDERED**

Approval, approval as amended, or denial of the application and project booklet shall be based on the following factors as outlined in Section 27-341-3(E) of the UDO:

- A. Compatibility with the Comprehensive Plan, Master Street Plan, and applicable area plans (e.g., corridor, neighborhood). **The proposed PZD and uses are compatible with adopted plans.**
- B. Compatibility of the proposed development with the character of the neighborhood. **The existing land use and PZD are compatible with the surrounding area.**
- C. The zoning and uses of adjacent and nearby properties, and the compatibility of the proposed future uses with those existing uses. **The sole land use permitted within the PZD is assisted living facility.**
- D. The extent to which the proposed land use would increase or change traffic volume or parking demand in documented evidence or engineering data, road conditions, road

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safety, or create parking problems in combination with any improvements that would mitigate these adverse impacts. **Since no new construction is proposed and this is a continuation of an existing, long standing land use, the facility will not have an increased impact on the volume of vehicles.**

E. The current availability of public utilities and services and the future capacity needed to adequately serve the proposed land use in combination with any improvements that would mitigate these adverse impacts. **The existing use and facility have adequate utilities and services.**

F. That the application complies with all relevant ordinance requirements (for example 27-200, 27-500, 27-600, and 27-700). **The land use and building comply with the UDO. Upon a 50 percent increase in building size the design guidelines would apply.**

### **STAFF COMMENTS AND RECOMMENDATIONS**

A neighborhood meeting is scheduled for Wednesday November 12, 2014 at 6:00 p.m. on site. A summary of the neighborhood meeting will be distributed prior to the Planning Commission meeting.

The enclosed project booklet appears to comply with the minimum requirements of the UDO.

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**PETITION FOR CHANGE IN ZONING MAP**

Before the Planning Commission of the City of Fort Smith, Arkansas

The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas as follows:

1. The applicant is the owner or the agent for the owner(s) of real estate situated in the City of Fort Smith, Sebastian County, Arkansas, described as follows:

Lots 9B and 9C, Nelson's Addition to the City of Fort Smith, Sebastian County, Arkansas, being a replat of Lot 9A, Block 2, Nelson's Addition and Lot 7, Block 1 of Nelson's Place.

2. Address of property: 1500 Fresno Street, Fort Smith, Arkansas

3. The above described property is now zoned: Residential Multifamily Medium Density (RM-3)

4. Application is hereby made to change the zoning classification of the above described property to a Planned Zoning District.

5. Explain why the Planned Zoning District is requested?

Currently, the property is operated as an assisted living facility for the elderly and infirm, a non-conforming use in the RM-e zone. The PZD application is an attempt to bring the long-standing land use into compliance.

Signed:

Agent: John Alan Lewis  
5414 Pinnacle Point Drive, Suite 500  
Rogers, Arkansas 72758

\_\_\_\_\_  
Owner

Or  
  
\_\_\_\_\_  
Agent

QE

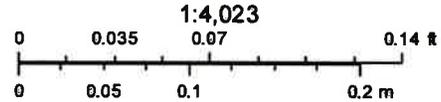
# Rezoning #21-11-14: From Residential Multifamily Medium Density (RM-3) to PZD 1500 Fresno Street

RF



November 7, 2014

- Fort Smith City Limits
- Building Footprints
- Zoning
- Subdivisions



City of Fort Smith GIS  
Copyright 2013, City of Fort Smith

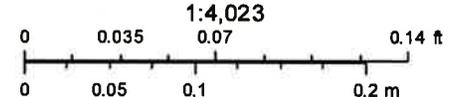
# Master Land Use for Rezoning #21-11-14 1500 Fresno Street

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November 7, 2014

-  Fort Smith City Limits
-  Subdivisions
-  Building Footprints



City of Fort Smith GIS  
Copyright 2013, City of Fort Smith

**PROJECT BOOKLET**

**PEACHTREE VILLAGE SOUTH PROPERTY, LLC**  
**Peachtree Village South at Fort Smith – Assisted Living Facility**  
**1500 Fresno Street**  
**Planned Zoning District No. \_\_\_\_\_**

**October 17, 2014**



**PEACHTREE VILLAGE SOUTH PROPERTY, LLC – PROJECT BOOKLET**

**TABLE OF CONTENTS**

- I. Planned Zoning District Certification Statement
- II. Introduction Statement to Project Booklet
- III. 27-341-2 Submission Requirements – Items 1, 2, 3 (a. through m.)
- IV. GIS Map, Plat, and Survey
- V. Signage and Depiction of Property
- VI. Chart F

**I. PLANNED ZONING DISTRICT CERTIFICATION STATEMENT**

Peachtree Village South Property, LLC\*\*, property owner of Nelson's Addition, Lots 9B & 9C, also known as 1500 South Fresno Street, does hereby certify that the Project Booklet for a Planned Zoning District complies with the City of Fort Smith's Planned Zoning District Regulations as defined in Section 27-341-2 of the Fort Smith Unified Development Ordinance.

I agree to the terms and conditions within the Project Booklet, and request the City of Fort Smith to approve the rezoning.

Peachtree Village South Property, LLC\*\*

By: Janet Nordlie  
Janet Nordlie, Authorized Representative of  
Peachtree Village, L.L.C., its Sole Member

Date: October 17, 2014

**\*\*Please note that Peachtree Village South Property, LLC will be the owner of the property effective October 22, 2014 pursuant to a Warranty Deed filed by Peachtree Village, L.L.C. (the current fee simple title owner of the Property and the Sole Member of Peachtree Village South Property, LLC) in connection with a HUD refinance of the Property. Therefore, in anticipation of this conveyance, Peachtree Village South Property, LLC shall be referred to as the "Owner" herein.**

## II. INTRODUCTION STATEMENT

THE PROPOSED PLANNED ZONING DISTRICT (PZD) FOR THE PROPERTY LOCATED AT 1500 SOUTH FRESNO STREET AND 1422 SOUTH FRESNO STREET, AS SUCH PROPERTY IS MORE PARTICULARLY DESCRIBED BELOW, WILL BE PERMITTED TO UTILIZE ALL PERMITTED AND CONDITIONAL USES AS SHOWN IN THE ATTACHED FORT SMITH USE MATRIX AND AS DEFINED IN THE PROJECT BOOKLET HEREIN.

### PZD PROPERTY DESCRIPTION:

NELSON'S ADDITION, LOTS 9B & 9C, AS SHOWN ON THAT CERTAIN REPLAT OF LOT 9A, BLOCK 2, NELSON'S ADDITION AND LOT 7 BLOCK 1 OF NELSON PLACE FILED IN THE SEBASTIAN COUNTY LAND RECORDS, FORT SMITH DISTRICT, ON SEPTEMBER 11, 2014, ALSO KNOWN AS 1500 SOUTH FRESNO STREET, FORT SMITH, ARKANSAS

AND

THE EAST 80.5 FEET OF THE EAST HALF OF LOT 10 AND THE EAST 80.5 FEET OF THE NORTH 48.8 FEET OF THE EAST HALF OF LOT 9, ALL IN BLOCK 2, NELSON'S ADDITION TO THE CITY OF FORT SMITH, FORT SMITH DISTRICT, SEBASTIAN COUNTY, ARKANSAS, ACCORDING TO PLAT FILED AUGUST 28, 1926 AS PLAT NO. 89, ALSO KNOWN AS 1422 SOUTH FRESNO STREET, FORT SMITH, ARKANSAS.

### III. 27-341-2 SUBMISSION REQUIREMENTS

**PEACHTREE VILLAGE SOUTH PROPERTY, LLC  
PEACHTREE VILLAGE SOUTH AT FORT SMITH – ASSISTED LIVING FACILITY  
PLANNED ZONING DISTRICT**

1422 & 1500 South Fresno Street, Fort Smith, AR

October 17, 2014

1. The pre-application conference was waived by Maggie Rice with the City of Fort Smith Planning Department, based upon previous conversations with the Owner and its counsel.
2. The application fee has been paid.
3. The application booklet has been submitted and comments are listed below:
  - a. Reason for Request: The Owner is requesting a zoning change for the Property from Residential Multi-Family/Medium Density (RM-3) to a Planning Zone District (PZD) to permit the current use of the Property as an assisted living facility for the elderly and infirm. The current zoning does not allow this use, and rather than proposing a re-zoning to a Commercial designation (C-2 thru C-6), which would require a variance or master land use amendment, it is believed that a PZD is the more appropriate approach. The surrounding properties are zoned Residential Multi-Family/Medium Density (RM-3) and Commercial Light (C-5). The assisted living facility has operated on this site for over twenty years, and the proposed PZD will fit seamlessly with and complement the existing building types and land uses of the area.
  - b. Ownership Information: The property that will be included in the proposed PZD area is Nelson's Addition, Lots 9B & 9C, located at 1500 South Fresno Street, and the East 80.5 feet of the East half of Lot 10 and the East 80.5 feet of the North 48.8 feet of the East half of Lot 9, all in Block 2, Nelson's Addition, located at 1422 South Fresno Street (the "Property"). The current fee simple title owner of the property is Peachtree Village South Property, LLC (the "Owner"). The Owner is managed through Janet Nordlie. The Authorized Agents on behalf of the Owner are John Alan Lewis and Katie Papasan. There are currently no proposed or pending Property sales.
  - c. Description of the Scope, Nature, and Intent of Proposal: Peachtree Village South at Fort Smith is located at 1422 & 1500 South Fresno Street in Fort Smith. The improvements on the site include an existing +/- 52,724 SF building with six wings that is operated as an assisted living facility with related amenities for the elderly and infirm, as well as two former single family residence buildings that have been converted for the facility's use for business purposes. The intent of this proposal is to obtain a PZD designation for the Property so that the existing assisted living facility can continue to operate on the Property in full compliance with the City zoning regulations.

- d. General Project Concept: Each of the items listed below, unless noted otherwise, may be found on the GIS Map, Plat, and Survey attached in Section IV below.
- i. Street and Lot Layout
  - ii. Site plan showing improvements
  - iii. Buffer areas, screening, and landscaping
  - iv. Storm water detention areas and drainage
  - v. Undisturbed natural areas
  - vi. Existing and proposed utility connections and extensions
  - vii. Development and architectural design standards – Not applicable, as there is no new construction on the Property.
  - viii. Building elevations
  - ix. Proposed signage (type and size) – Existing signage on the Property will remain.
- e. Proposed Development Phasing and Timeframe: Not applicable, as there is no new construction on the Property.
- f. Land Use Designations: See attached Chart F for land use matrix.
- g. Area and Bulk Regulations: The General Area and Bulk Regulations will comply with the RM-3 Zone area and bulk regulations.
- h. Chart Comparing PZD to the Current Zoning Requirements: Not Applicable, as the PZD intends to use the zoning requirements for RM-3 Zone, except for Land Use as addressed in Chart F (see attached).
- i. Chart Comparing Proposed Land Uses to Zoning Districts where such Land Uses are Permitted: See attached Chart F.
- j. How Project Exceeds UDO Requirements: The project exceeds the UDO applicable requirements by utilizing 100% high quality materials.
- k. How the Development Relates to Surrounding Properties: The development includes an existing building that will continue to blend seamlessly into the area along South Fresno Street. The existing appearance of the building will remain unchanged, as will the current signage in front of the building. There will be minimal traffic impact since the current land use (assisted living facility) has been in place for many years.
- l. Traffic Study: Since there is no new construction and a continuation of an existing, long-standing land use, a Traffic Study has not been prepared for this Property.

- m. Availability of Water and Sewer: All necessary utilities are present at the Property, including service connections and all franchise utilities.

3470401.1

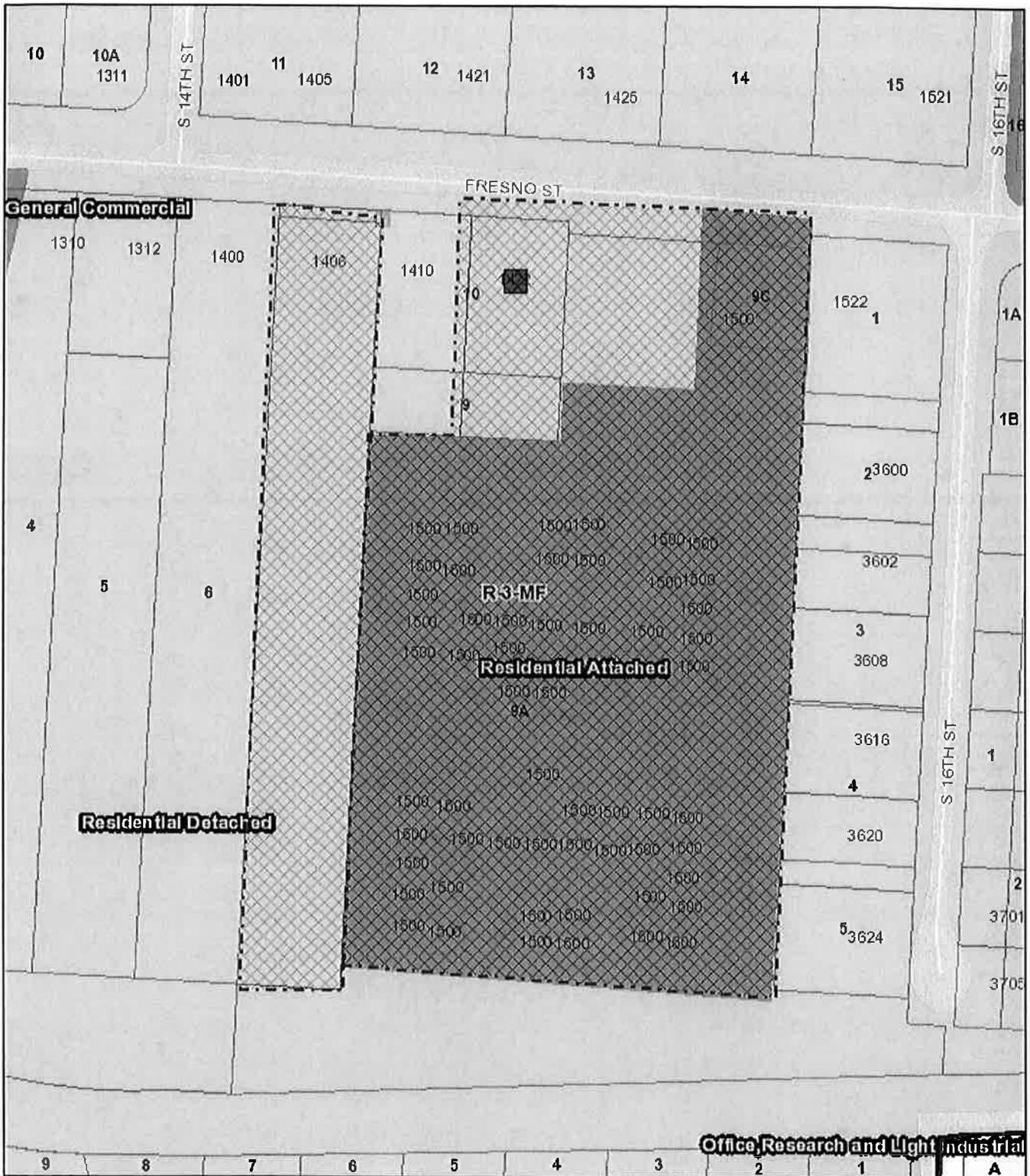
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**IV. GIS MAP, PLAT, AND SURVEY**

[See Attached]

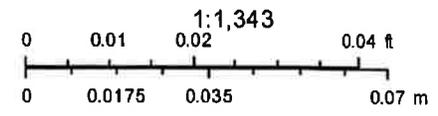


# 1422 & 1500 S. Fresno Nelson's Addition



November 6, 2014

- ⋮ : Fort Smith City Limits
- ⋮ : Zoning
- ⋮ : Subdivisions
- ⋮ : Parcels



2Q



V. SIGNAGE AND DEPICTIONS OF PROPERTY



3470401.1

**VI. CHART F**

[See Attached]

Appendix A

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Fort Smith Use Matrix		J	K	L	M	N	O	Q	R	S	T	U	W	X	Y	AB	Z	AC	AD	AE	AF							
Districts		RE3	RE1	RS-1	RS-2	RS-3	RS-4	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	R-RMD	H	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD
<b>P = Permitted Use, C = Conditional Use, A = Accessory Use</b>				R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD	
<b>Size or density restrictions for any use may be noted in the district</b>																												
<b>Residence or Accommodation</b>																												
<b>Structure</b>	<b>Private Household</b>																											
	Single Family building																											
	Accessory residential dwelling unit																											
	Detached	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				
	Duplex																											
	Guest house	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A				
	Manufactured home																											
	Mobile home park																											
	Mobile home subdivision																											
	Row house								P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				
	Zero lot line dwelling unit								P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				
	<b>Multifamily development</b>																											
	Community residential facility																											
	Group home, family	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				
	Group home, neighborhood																											
	Homeless shelter																											
	Orphanage																											
	Transitional dwelling																											
	<b>Housing for the Elderly</b>																											
	Assisted living																											
	Retirement housing																											
	<b>Hotels, Motels, or other Accommodations</b>																											
	Bed and breakfast inn																											
	Dormitory, sorority, fraternity																											
	Hotel/motel																											
Rooming or boarding house																												
<b>General Sales or Services</b>																												
<b>Automobile Sales or Service</b>																												
Auto & vehicle impoundment or holding yard (no salvage)																												
Auto and vehicle dealer																												
Auto and vehicle towing (wrecker)																												
Auto auction																												
Auto body shop and paint (new parts)																												
Auto detailing service																												
Auto glass, muffler, and seatcover shop																												
Auto parts and accessories sales																												
Auto quick lube																												
Auto repair																												
Auto repair or assembly (salvage parts)																												



Appendix A

2W

	Districts	RE3	RE1	RS-1	RS-2	RS-3	RS-4	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	H	RH	T	T-1,2	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD									
<b>P = Permitted Use, C = Conditional Use, A = Accessory Use</b>																																						
	Sewing machine store (sales & service)																																					
	Sporting goods, toys, & musical instruments																																					
	Thrift store																																					
	<b>Consumer Goods, Other</b>																																					
	Antique shop																																					
	Art dealers, art studio, galleries, supplies																																					
	Arts and craft shop																																					
	Flea market (indoor)																																					
	Flea market (outdoor)																																					
	Florist shop																																					
	Hobby shop																																					
	Office supply store																																					
	Pawnshop																																					
	Pawnshop (no outside storage)																																					
	Tobacco shop																																					
	<b>Grocery, Food, Beverage, Dairy</b>																																					
	Bakery or confectionery shop																																					
	Beer, wine and liquor store (with drive-through)																																					
	Beer, wine and liquor store (without drive-through)																																					
	Convenience store (with gasoline sales)																																					
	Farmer's market																																					
	Fruit and vegetable store																																					
	Grocery store or supermarket																																					
	Neighborhood store																																					
	<b>Health and Personal Care</b>																																					
	Cosmetics, beauty supplies, and perfume stores																																					
	Medical appliance services																																					
	Optical shop																																					
	Pharmacy or drug store																																					
	<b>Finance and Insurance</b>																																					
	Auto insurance claims office																																					
	Automatic teller machine																																					
	Bank, credit union, or savings institution																																					
	Credit and finance establishment																																					
	Fund, trust, or other financial establishment																																					
	Insurance office																																					
	Investment banking, securities, and brokerages																																					
	<b>Rental and Leasing</b>																																					
	Auto (rental and leasing)																																					
	Commercial, industrial machinery & equipment																																					
	Consumer rental center																																					
	Oil and gas field equipment																																					
	Video, music, software																																					
	<b>Business, Professional, Scientific, and Technical Services</b>																																					



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	Districts	RE3	RE1	RS-1	RS-2	RS-3	RS-4	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	IRH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD	
<b>P = Permitted Use, C = Conditional Use, A = Accessory Use</b>																												
Laundry, cleaner (drop-off station)																												
Photocopy shop																												
Photography studio																												
Print shop																												
Shoe repair shop																												
Tailor shop																												
Tanning salons																												
Tattoo/body piercing parlor																												
Weight loss centers																												
<b>Pet and animal services</b>																												
Animal and pet services (indoor)																												
Animal and pet services (outdoor)																												
Animal shelter																												
Equestrian facilities																												
Kennels																												
Pet cemetery																												
Pet shop																												
Pet supply store																												
Veterinary clinic (no outdoor kennels)																												
Veterinary clinic (with outdoor kennels)																												
<b>Automobile Parking Facilities</b>																												
Parking garage																												
Parking lot (commercial)																												
Parking lot (off site) (See Section 27-601-11)																												
<b>Manufacturing and Wholesale Trade</b>																												
<b>Food, Textiles and Related Products</b>																												
Animal food processing																												
Clothing manufacturing																												
Food and beverage processing																												
Leather and allied products																												
Textiles																												
Tobacco manufacturing																												
<b>Wood, Paper and Printing Products</b>																												
Cabinet and woodwork shop																												
Furniture or home furnishings																												
Manufacturing, boxes/containers/corrugated																												
Manufacturing, packaging material																												
Paper and printing materials																												
Wood products manufacturing plant																												
<b>Chemicals, Metals, Machinery, and Electronics Mfg.</b>																												
Acid manufacturing																												
Asphalt or concrete batching plant (permanent)																												
Chemicals, plastics and rubber industry																												
Electrical equipment, appliance and components mfg.																												

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Districts	RE3	RE1	RS-1	RS-2	RS-3	RS-4	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	H	RH	T	T-1,2	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4	PZD
<b>P = Permitted Use, C = Conditional Use, A = Accessory Use</b>																												
Explosives manufacturing																												
Foundary or metal-works facility																												
Laboratory (manufacturing)																												
Machine, welding, or sheet metal shop																												
Nonmetallic manufacturing																												
Petroleum and coal products																												
Pharmaceutical manufacturing																												
Refinery																												
Tire retreading																												
<b>Miscellaneous Manufacturing</b>																												
Auto manufacturing																												
Barge and ship manufacturing																												
Boat manufacturing																												
Dolls, toys, games, musical instruments																												
Jewelry and silverware																												
Manufacturing, batteries																												
Manufacturing, fiberglass																												
Manufacturing, foam products																												
Manufacturing, heavy																												
Manufacturing, light																												
Manufacturing, medium																												
Manufacturing, motors, drives, and generators																												
Office supplies																												
<b>Wholesale Trade Establishment</b>																												
Durable goods																												
Electrical, plumbing, heat & air conditioning																												
Nondurable goods																												
<b>Warehouse and Storage Services</b>																												
Auto salvage yard																												
Building materials salvage yard																												
Bulk petroleum storage																												
Container storage																												
Mini storage warehouse																												
Packaging and distribution center																												
Petroleum distribution facility																												
Portable storage Unit																												
Vehicle storage yard																												
Warehouse																												
<b>Transportation, Communication, Information and Utilities</b>																												
<b>Transportation Services</b>																												
Airport																												
Bus station and terminal																												
Courier and messenger services																												
Ferry boat facility																												

Appendix A

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	Districts										RE3	RE1	RS-1	RS-2	RS-3	RS-4	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	T-1	T-2	T-3	PZD		
													R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4															
<b>P = Permitted Use, C = Conditional Use, A = Accessory Use</b>																																						
Heliport																																						
Limousine service																																						
Mail services																																						
Marina																																						
Motor freight terminal																																						
Moving and storage																																						
Moving company																																						
Pipeline transportation																																						
Port facility																																						
Rail transportation																																						
Taxicab service																																						
<b>Communications and Information</b>																																						
Commercial communication towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Data processing facility																																						
Motion pictures and sound recording studios																																						
Printing commercial/industrial																																						
Telecommunications and broadcasting studios																																						
<b>Utilities and Utility Services</b>																																						
Amateur radio transmitting towers			C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Electric power plant																																						
Hazardous waste treatment and disposal incinerator																																						
Nuclear power plant																																						
Radio, television, and microwave transmitting towers																																						
Recycling center																																						
Recycling collection station																																						
Sanitary landfill																																						
Solid waste collection																																						
Utility shop, storage yard or building																																						
Utility substation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
Wastewater treatment plant																																						
<b>Arts, Entertainment, and Recreation</b>																																						
<b>Performing Arts or Supporting Establishments</b>																																						
Drive-in theater																																						
Movie theater																																						
Performance theater																																						
Carnival or circus (temporary with permit)																																						
Fairground/rodeo ground																																						
<b>Museums and Other Special Purpose Recreational Institutions</b>																																						
Historical or archaeological institution																																						
Museum																																						
Zoos, botanical gardens, arboreta																																						
<b>Amusement, Sports, or Recreation Establishment</b>																																						
Amusement center (indoor)																																						

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	Districts	RE3	RE1	RS-1	RS-2	RS-3	RS-4	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	IRH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD
<b>P = Permitted Use, C = Conditional Use, A = Accessory Use</b>																											
<b>Amusement center (outdoor)</b>																											
<b>Convention/Event center</b>																											
<b>Bingo parlor</b>																											
<b>Casino gaming business</b>																											
<b>Country club</b>																											
<b>Dance hall/night club</b>																											
<b>Private club</b>																											
<b>Race track</b>																											
<b>Fitness, Recreational Sports, Athletic Club</b>																											
<b>Bowling alley</b>																											
<b>Community recreation center</b>																											
<b>Driving range (outdoor)</b>																											
<b>Golf course</b>																											
<b>Pistol Range (Indoor)</b>																											
<b>Health club</b>																											
<b>Fitness studio</b>																											
<b>Indoor Games Facility</b>																											
<b>Miniature golf course</b>																											
<b>Pool hall</b>																											
<b>Sexually oriented business (see Ft. Smith Muni. Code Sec.14-141)</b>																											
<b>Skating rink</b>																											
<b>Sports complex/athletic field</b>																											
<b>Swimming pool</b>																											
<b>Water park</b>																											
<b>Camps, Camping, and Related Establishments</b>																											
<b>Camps, camping, and related establishments</b>																											
<b>Natural and Other Recreational Parks</b>																											
<b>Park or playground (public and nonpublic)</b>																											
<b>Education, Public Administration, Health Care and Other Institutions</b>																											
<b>Educational Services</b>																											
<b>College, university, or seminary</b>																											
<b>Fine art and performance education</b>																											
<b>Library or public arts complex</b>																											
<b>Nursery school</b>																											
<b>Preschool</b>																											
<b>Primary and secondary school</b>																											
<b>School, business professional</b>																											
<b>School, technical or trade</b>																											
<b>Public Administration - Government</b>																											
<b>Criminal justice facility</b>																											
<b>Detention facility</b>																											
<b>Government office</b>																											
<b>Public Safety</b>																											
<b>Emergency response station</b>																											

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	Districts										RE3	RE1	RS-1	RS-2	RS-3	RS-4	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	R-RMD	RH	T	T-1,2	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD	
<b>P = Permitted Use, C = Conditional Use, A = Accessory Use</b>																																						
Fire and rescue station											C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Police station											C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Police substation (no incarceration)											C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
<b>Health and Human Services</b>																																						
Community health and welfare clinic																																						
Diagnostic laboratory testing facility																																						
Doctor office and clinic																																						
Hospice residential care facility																																						
Hospital																																						
Mental health hospital																																						
Nursing home																																						
Substance abuse treatment facility																																						
<b>Social Assistance, Welfare, and Charitable Services</b>																																						
Child and youth services (office)																																						
Day care Home (12 or less)											C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Day care center																																						
Community food services																																						
Emergency and relief services																																						
Family support services																																						
Senior citizen center																																						
Vocational rehabilitation																																						
<b>Religious Institutions</b>																																						
Church, synagogue, temple, mosque											C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Rectory, convent, monastery																																						
<b>Note: educational/hospital facilities owned or run by religious institutions are classified by use not ownership</b>																																						
Wedding chapel																																						
<b>Death Care Services</b>																																						
Cemetery, mausoleum, crematorium, funeral home, & mortuary																																						
Monument (manufacturing)																																						
Monument (sales)																																						
<b>Associations, Nonprofit Organizations</b>																																						
Lodge or fraternal organization																																						
<b>Construction-Related Businesses</b>																																						
Contractor's office																																						
Contractor's shop and storage yard																																						
Glass sales and service																																						
Landscaping contractor																																						
Sign contractor																																						
<b>Mining and Extraction Establishments</b>																																						
Coal mining																																						
Metallic mining																																						
Non-metallic manufacturing and mining																																						
<b>Agriculture, Forestry, Fishing, and Hunting</b>																																						

Appendix A

Districts	RE3	RE1	RS-1	RS-2	RS-3	RS-4	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	± RH	T	C-C-1	C-C-2	C-C-3	C-C-4	C-C-5	C-C-6	I-1	I-2	I-3	PZD
<b>P = Permitted Use, C = Conditional Use, A = Accessory Use</b>																										
Grain storage and processing																										
Livestock yard, feed lot, holding pens, and auction facility																										
Commercial grower																										
<b>Tanning and Slaughtering of Animals or Fowl</b>																										
Animal slaughter and processing																										
<b>Note: Section 4-5 of the Fort Smith Municipal Code prohibits the collection or keeping of hogs or swine within the Fort Smith city limits</b>																										
Forestry and Logging																										
Fishing, Hunting and Trapping, Game Preserves																										
Taxidermy shop																										

Jimmy & Annette Morris  
1523 South Gary Street  
Fort Smith, AR 72901

Mary Jane Comstock  
3605 South 16<sup>th</sup> Street  
Fort Smith, AR 72901

JLA, LLC  
Abney Riggs, et al  
502 West 6<sup>th</sup> Street  
Tulsa, OK 74119-1010

Tom & Shirley Pettigrew  
1425 South Fresno Street  
Fort Smith, AR 72901

Tanya Sanders, et al  
1421 South Gary  
Fort Smith, AR 72901

Ernest Bartlett, Jr.  
10816 Hunters Point Court  
Fort Smith, AR 72903

William & Deborah Jarrell  
1410 S. Fresno  
Fort Smith, AR 72901

Langford Family Trust  
1609 S. Houston  
Fort Smith, AR 72901

Dora Ann Yarbrough  
1419 Houston  
Fort Smith, AR 72901

Robbin Roberts  
2528 Dallas Street  
Fort Smith, AR 72901

Donald & Regina Foley  
1420 S. Gary Street  
Fort Smith, AR 72901

Genaro Cabrera  
1421 Fresno Street  
Fort Smith, AR 72901

Vera & Ethel Fender  
3617 South 16<sup>th</sup> Street  
Fort Smith, AR 72901

Christopher Holland  
1600 Fresno  
Fort Smith, AR 72901

W. G. Maddox  
1423 S. Houston  
Fort Smith, AR 72901

Brandon Smith  
2814 Frazier Road  
Hartford, AR 72938

David Moore  
1312 South Fresno  
Fort Smith, AR 72901

Charles Atwood  
1511 S. Gary  
Fort Smith, AR 72901

Grady & Melissa Breazzeal  
3624 S. 16<sup>th</sup> Street  
Fort Smith, AR 72901

Harold Hidy, et al  
1523 S. Houston  
Fort Smith, AR 72901

Lula Jackson  
3701 South 16<sup>th</sup> Street  
Fort Smith, AR 72901

Mary Stewart  
1501 S. Gary  
Fort Smith, AR 72901

Gregory Emery  
1402 S. Gary  
Fort Smith, AR 72901

Johnny & Debora Brewer  
1421 S. Houston  
Fort Smith, AR 2901

Aden Investment Properties, LLC  
P. O. Box 804  
Van Buren, AR 72957

Gomer Kraus  
1507 S. Fresno  
Fort Smith, AR 72901

Inez White  
3616 South 16<sup>th</sup> Street  
Fort Smith, AR 72901

Samuel Ludington Trust  
5119 Wheeler Avenue  
Fort Smith, AR 72901

Harold & Linda Bascheck  
9118 Timberlyn Way  
Fort Smith, AR 72903

Roger & Charles Dicks  
17 Alpine Drive  
Van Buren, AR 72956

Fausto Echevarria  
1412 S. Gary  
Fort Smith, AR 72903

Carolyn Lample & Phyllis Ezern  
2500 South "L" Street  
Fort Smith, AR 72901

Sabrina Moquett  
P. O. Box 180944  
Fort Smith, AR 72918

Ronald & Linda Kay Teeter  
1518 S. Gary  
Fort Smith, AR 72901

Carla Reese  
3600 South 16<sup>th</sup> Street  
Fort Smith, AR 72901

James Apker, Jr.  
3601 S. 16<sup>th</sup> Street  
Fort Smith, AR 72903

Divine Property Management, LLC  
Cherie Koenigseder  
6005 Bolton Road  
Fort Smith, AR 72903

William & Sharon Lockwood  
1522 S. Gary  
Fort Smith, AR 72901

Samuel & Maria Trisler  
1510 S. Gary  
Fort Smith, AR 72901

Peachtree Village, LLC  
1500 S. Fresno  
Fort Smith, AR 72901

Gerald & Mary Laffoon  
1400 S. Gary  
Fort Smith, AR 72901

Alicide & Inez Champagne  
1401 S. Houston  
Fort Smith, AR 72901

Anh Le  
1521 S. Fresno Street  
Fort Smith, AR 72901

Rick and Margie Barnes  
7805 Meadow Drive  
Fort Smith, AR 72908

Gioi Nguyen  
200 North 20<sup>th</sup> Street  
Fort Smith, AR 72901

Black Diamond, LLC  
P. O. Drawer 400  
Mulberry, AR 72947

Genaro Cabrera  
1421 Fresno Street  
Fort Smith, AR 72901

Charles & Kathryn Fortner  
1517 S. Houston  
Fort Smith, AR 72901

Denise & George Craddock  
1511 S. Houston Street  
Fort Smith, AR 72901

Peevy Properties, LLC  
1216 Hendricks  
Fort Smith, AR 72903

Betty Hayes  
3620 S. 16<sup>th</sup> Street  
Fort Smith, AR 72901

P & J Property Rental, LLC  
5600 Country Club  
Fort Smith, AR 72903

Raymond & Wilma Johnson  
3705 South 16<sup>th</sup>  
Fort Smith, AR 72901

Rebecca McLean  
3602 S. 16<sup>th</sup> Street  
Fort Smith, AR 72901

Alonzo Kennon  
1401 S. Gary  
Fort Smith, AR 72901

1200 Fresno, LLC  
P. O. Box 1663  
Fort Smith, AR 72902

Jose & Shelby Zapata  
1321 S. Gary  
Fort Smith, AR 72901

Stan & Beverly Ramsey  
1317 S. Gary Street  
Fort Smith, AR 72901

Fort Smith Special School District  
P. O. Box 1948  
Fort Smith, AR 72902

Magdalena Beltran  
1311 Fresno  
Fort Smith, AR 72901

**PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT  
MINUTES  
ROSE ROOM  
CREEKMORE PARK COMMUNITY CENTER  
5:30 P.M.  
NOVEMBER 13, 2014**

On roll call, the following Commissioners were present: Brandon Cox, Marshall Sharpe, Bob Cooper, Jr., Rett Howard, Michael Redd, Jennifer Parks, Richard Spearman and Don Keese. Commissioner Vicki Newton was absent.

Chairman Sharpe then called for the vote on the Planning Commission minutes from the October 14, 2014, meeting. Motion was made by Commissioner Howard, seconded by Commissioner Parks and carried unanimously to approve the minutes as written.

Mr. Wally Bailey spoke on the procedures.

**1. UDO Amendments**

Mr. Wally Bailey noted that this UDO amendment is being proposed in order to allow school, technical or trade as a conditional use in the Commercial Regional (C-4) zoning classification. Mr. Bailey stated that staff had received a request for a technical or trade school in the C-4 zone and in order to accommodate the use a text amendment is required. Mr. Bailey stated that this is consistent with the other land uses related to schools and still requires Planning Commission approval.

Mr. Bailey stated that staff believes that as a conditional use this would alleviate concerns about some trade or technical schools by allowing for a public review of any application in a C-4 district and would allow for an appeal process to the Board of Directors.

No one was present to speak either in favor or in opposition to this amendment.

Chairman Sharpe called for the vote on the UDO amendments. The vote was 7 in favor, 0 opposed and 1 abstention (Howard).

**2. Rezoning #21-11-14; A request by John Alan Lewis, agent for Peachtree Village, LLC and Peachtree Village South Property, LLC for a zone change from Residential Multi-Family Medium/High Density (RM-3) to a Planned Zoning District by Classification located at 1500 Fresno Street.**

# DRAFT

Ms. Maggie Rice read the staff report indicating that the purpose of this request is to allow the existing assisted living facility to become a permitted use in a Planned Zoning District. Ms. Rice stated that currently the existing business is a conditional use in the Residential Multi-Family Medium Density (RM-3) zone.

Ms. Rice noted that a neighborhood meeting was held on November 12, 2014, with one (1) property owner in attendance who expressed no concerns relative to this rezoning request.

Ms. Katie Papasan, representing John Alan Lewis, was present to speak on behalf of this request.

No one was present to speak in opposition to this request.

Chairman Sharpe then called for the vote on the rezoning request. The vote was 8 in favor and 0 opposed.

### **3. Conditional Use #33-11-14; A request by David Conyers for a conditional use for a business professional school (beauty school) located at 5005 Old Greenwood Road.**

Ms. Maggie Rice read the staff report indicating that the purpose of this conditional use request is to allow for the renovation of an existing structure into a beauty school for 72 students and 7 instructors.

Ms. Rice noted that a neighborhood meeting was held on Monday, November 3, 2014, at 5005 Old Greenwood Road with one (1) neighboring property owner attending the meeting with no objections to the proposed project.

No one was present to speak in opposition to this request.

Motion was then made by Commissioner Howard, seconded by Commissioner Spearman and carried unanimously to amend this request to make approval subject to the following:

- Construction must comply with the submitted development plan. Changes or amendments to the submitted development plan are permitted but limited to those described in Section 27-329-8 of the UDO. Any changes greater than those described in this section will require Planning Commission approval.
- Submittal of trash receptacle screening details with building permit plans to confirm compliance with UDO requirements.

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

**AN ORDINANCE AMENDING THE 2009 UNIFIED DEVELOPMENT  
ORDINANCE OF THE CITY OF FORT SMITH**

---

**WHEREAS**, the Board of Directors passed and approved Ordinance No. 36-09 which adopted the Unified Development Ordinance on May 19, 2009; and,

**WHEREAS**, it is necessary to amend certain sections of the Unified Development Ordinance to provide clarity and remove conflicts with other provisions of the municipal code; and,

**WHEREAS**, the Planning Commission held a public hearing regarding these amendments and recommended on November 13, 2014, that said changes be made; and,

**WHEREAS**, three (3) copies of December 2014 Amendments to the Unified Development Ordinance have been on file in the Office of the City Clerk of the City of Fort Smith for inspection and review by the public prior to the passage of this Ordinance; and,

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

**SECTION 1:** The December 2014 Amendments to the Unified Development Ordinance are hereby adopted.

**SECTION 2:** The codifier shall codify the new sections and amend the existing sections of the Unified Development Ordinance.

**SECTION 3:** It is hereby found and determined that the adoption of these amendments to the Unified Development Ordinance is necessary to alleviate an emergency created by the lack of regulation of uses of property within the City of Fort Smith so that the protection of the health, safety and welfare of the inhabitants of the City requires that the amendments be effective, and the amendment is hereby made effective, as of the date of approval of this Ordinance.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

**Approved as to form:**

A handwritten signature in black ink, appearing to read "C. M. R.", is written over a white rectangular background.

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



November 24, 2014

Honorable Mayor and Board of Directors  
City of Fort Smith, Arkansas

Re: Unified Development Ordinance Amendments

On November 13, 2014, the City Planning Commission held a public hearing to consider amendments to the Unified Development Ordinance.

Mr. Wally Bailey read the staff report indicating that the purpose of these Unified Development Ordinance amendments is to allow school, technical or trade as a conditional use in the Commercial Regional (C-4) zoning classification. Mr. Bailey stated that staff had received a request for a technical or trade school in the C-4 zone and in order to accommodate the use, a text amendment is required. Mr. Bailey stated that this is consistent with the other land uses related to schools and still requires Planning Commission approval.

Mr. Bailey stated that staff believes that as a conditional use this would alleviate concerns about some trade or technical schools by allowing for a public review of any application in a C-4 district and would allow for an appeal process to the Board of Directors.

No one was present to speak either in support or in opposition to the proposed amendments.

Chairman Sharpe then called for the vote on the Unified Development Ordinance Amendments as proposed. The vote was 7 in favor, 0 opposed and 1 abstention (Howard).

Respectfully Submitted,

  
CITY PLANNING COMMISSION

Marshall Sharpe, Chairman

MS/lp

cc: File  
City Administrator

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

**DECEMBER 2014**  
**AMENDMENTS TO THE UNIFIED DEVELOPMENT**  
**ORDINANCE**

# MEMORANDUM

**To:** Planning Commission  
**From:** Wally Bailey, Director of Development Services  
**Date:** November 10, 2014  
**Subject:** Trade or Technical School

The UDO amendment (agenda item 1) on the November agenda is to add technical or trade schools as a conditional use in the commercial regional (C-4) zoning districts. I have attached an excerpt from section 27-425 of the Unified Development Ordinance (UDO) that includes the description or Purpose of a Commercial Regional (C-4) zoning district.

The definition within the UDO for a trade or technical school is as follows:

*School, trade or technical,*

*Shall mean a business organized to operate for a profit and offering instruction and training in a trade such as welding, electrical, plumbing, truck driving, machinery operation and similar trades.*

We believe that as a conditional use this would this should alleviate concerns about some trade or technical schools by allowing for a public review of any application in a C-4 district and allow for an appeal process to the Board of Directors. The purpose of a conditional use is to allow for a review of any use that might present any harmful effects to nearby property and because the requirements needed to eliminate those harmful effects vary from site to site. The planning commission reviews the overall compatibility of the planned use with surrounding property as well as specific items such as screening, parking and landscaping to make sure that no harmful effects occur to nearby property.

Please let me know if you have any additional questions on this or any other item on this agenda.

1. Vehicle servicing and equipment assembly as part of a sales operation shall be conducted within an enclosed building unless adequate visual screening from the public and adjoining properties is provided.
2. All areas unoccupied by buildings, parking lots or used as traffic ways shall be maintained in a safe and orderly condition.
3. No display of merchandise shall be permitted on public sidewalks or right-of-ways.
4. Special sales merchandise may be temporarily displayed outdoor, but not to exceed a period for more than 14 days or no more than two occasions per year (total of 28 days per year) provided:
  - a. The display shall be limited to the private walk in front of the store.
  - b. No required parking area shall be used as a display or sales area.
5. There shall be no open display in the first twenty (20) feet of the required front yard setback.

<b>27-425</b>	<b>COMMERCIAL REGIONAL (C-4)</b>
---------------	----------------------------------

**A. Purpose.** To provide for the development of large shopping centers, mixed use developments, entertainment venues, and other appropriate land uses that serve the broad retail, commercial, and entertainment needs of the metropolitan area. The C-4 zoning district is appropriate in the Regional Center, General Commercial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.



**B. Land Uses**

Permitted, Conditional and Accessory uses in the C-4 Zoning District are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the list are subject to classification pursuant to Section 27-336.

# Memo

To: City Planning Commission  
From: Planning Staff  
Date: November 3, 2014  
Subject: Zoning Ordinance Amendments – Unified Development Ordinance

This month, Planning Staff is proposing to allow *school, technical or trade* as a Conditional Use in the Commercial Regional (C-4) zone. Staff received a request for a technical or trade school in a Commercial Regional (C-40) zone and in order to accommodate the use a text amendment is required. This is consistent with the other land uses related to schools and still requires Planning Commission approval.

All changes are highlighted on the attached pages.

Should the Planning Commission agree, we ask that a recommendation be made to the Board of Directors to amend the UDO.

IA

Appendix A

1B

	Districts	RE3	RE1	RS-1	RS-2	RS-3	RS-4	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	
<b>P = Permitted Use, C = Conditional Use, A = Accessory Use</b>																											
	College, university, or seminary	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
	Fine art and performance education																										
	Library or public arts complex			C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
	Nursery school	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
	Preschool	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
	Primary and secondary school	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
	School, business professional																										
	School, technical or trade																										
	<b>Public Administration - Government</b>																										
	Criminal justice facility																										
	Detention facility																										
	Government office																										
	<b>Public Safety</b>																										
	Emergency response station																										
	Fire and rescue station	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	C	C	C	C	C	C	C	C	C	C
	Police station																										
	Police substation (no incarceration)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	C	C	C	C	C	C	C	C	C	C
	<b>Health and Human Services</b>																										
	Community health and welfare clinic																										
	Diagnostic laboratory testing facility																										
	Doctor office and clinic																										
	Hospice residential care facility																										
	Hospital																										
	Mental health hospital																										
	Nursing home																										
	Substance abuse treatment facility																										
	<b>Social Assistance, Welfare, and Charitable Services</b>																										
	Child and youth services (office)																										
	Day care Home (12 or less)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C										
	Day care center																										
	Community food services																										
	Emergency and relief services																										
	Family support services																										
	Senior citizen center																										
	Vocational rehabilitation																										
	<b>Religious Institutions</b>																										
	Church, synagogue, temple, mosque	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
	Rectory, convent, monastery																										
	<b>Note: educational/hospital facilities owned or run by religious institutions are classified by use not ownership</b>																										
	Wedding chapel																										
	<b>Death Care Services</b>																										

**PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT  
MINUTES  
ROSE ROOM  
CREEKMORE PARK COMMUNITY CENTER  
5:30 P.M.  
NOVEMBER 13, 2014**

On roll call, the following Commissioners were present: Brandon Cox, Marshall Sharpe, Bob Cooper, Jr., Rett Howard, Michael Redd, Jennifer Parks, Richard Spearman and Don Keesee. Commissioner Vicki Newton was absent.

Chairman Sharpe then called for the vote on the Planning Commission minutes from the October 14, 2014, meeting. Motion was made by Commissioner Howard, seconded by Commissioner Parks and carried unanimously to approve the minutes as written.

Mr. Wally Bailey spoke on the procedures.

**1. UDO Amendments**

Mr. Wally Bailey noted that this UDO amendment is being proposed in order to allow school, technical or trade as a conditional use in the Commercial Regional (C-4) zoning classification. Mr. Bailey stated that staff had received a request for a technical or trade school in the C-4 zone and in order to accommodate the use a text amendment is required. Mr. Bailey stated that this is consistent with the other land uses related to schools and still requires Planning Commission approval.

Mr. Bailey stated that staff believes that as a conditional use this would alleviate concerns about some trade or technical schools by allowing for a public review of any application in a C-4 district and would allow for an appeal process to the Board of Directors.

No one was present to speak either in favor or in opposition to this amendment.

Chairman Sharpe called for the vote on the UDO amendments. The vote was 7 in favor, 0 opposed and 1 abstention (Howard).

**2. Rezoning #21-11-14; A request by John Alan Lewis, agent for Peachtree Village, LLC and Peachtree Village South Property, LLC for a zone change from Residential Multi-Family Medium/High Density (RM-3) to a Planned Zoning District by Classification located at 1500 Fresno Street.**

4.

ORDINANCE NO.  
AN ORDINANCE AMENDING THE 2014 BUDGET

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

SECTION 1: The revised 2014 revenue estimates as listed for the General Fund and the Street Maintenance Fund on Exhibit 1, and Exhibit 2 are hereby approved.

SECTION 2: There is hereby authorized the following appropriations from the unreserved/unrestricted balance of the General Fund for additional funding costs in 2014:

Fire Program 4803	\$ 253,235
Fire Program 4803	696,945
Non-Departmental Program	
FCRA - Umarex	<u>8,610</u>
	<u>\$958,790</u>

SECTION 3: There is hereby authorized an appropriation in the amount of \$170,000 from the unreserved/unrestricted balance of the Parking Authority Fund to provide for the call prior to maturity of bonds during 2014.

THIS ORDINANCE ADOPTED THIS 2nd DAY OF DECEMBER, 2014.

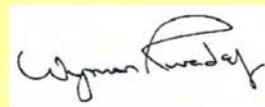
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

Approved as to form:



\_\_\_\_\_  
NPR

**General Fund**  
**Revenue Comparisons**  
**2014**

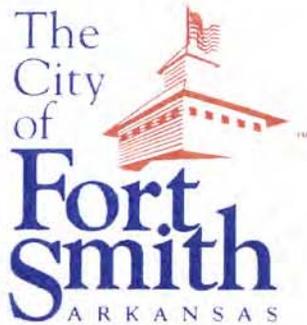
**Exhibit 1**

	<u>Budget</u> <u>FY 14</u>	<u>Estimated</u> <u>FY 14</u>
Intergovernmental		
State Turnback - General	\$ 1,310,377	\$ 1,379,344
Transit Reimbursement	1,744,510	1,665,434
Airport Security Reimbursement	120,000	120,000
State Act 833 Fire Funds	80,000	98,000
SAFER Grant	412,606	401,734
COPS Grant	81,390	81,390
FEMA Grant Fire	-	608,750
Taxes and Assessments		
Franchise	6,300,000	6,614,378
Ad Valorem	7,066,600	6,854,602
County Sales Tax	15,426,200	15,426,200
1/4% City Sales Tax - Fire & Parks	4,985,872	4,915,916
Gasoline Tax Refund - Transit	15,000	12,000
Court Fines and Forfeitures	2,225,000	2,185,000
Licenses and Permits		
Privilege	16,000	18,503
Construction	680,000	665,065
Alcohol	550,000	564,533
Other	90,000	87,019
Service Charges and Fees		
Community Centers	38,000	32,352
Fire Protection Contracts	72,400	60,843
Port Authority	12,000	25,320
Parks and Aquatics	180,000	184,924
Oak Cemetery	65,000	57,621
Animal Control	500	675
False Alarm Fees	25,000	20,311
Mobile Data Support Fees	44,000	49,280
Transit System	205,000	208,525
Miscellaneous		
Reimbursement from Airport	3,163	3,163
Interest Earned	12,000	23,501
Sebastian County Participation	573,999	501,192
Reimbursement from 911 Fund	255,000	255,000
Reimbursement from FSPS for SROs	45,000	44,491
Other	160,000	95,120
Transfers		
Sales Tax Fund	2,632,200	2,632,200
A & P Fund	22,800	19,433
Street Maintenance Fund	89,000	89,000
Water & Sewer Operating Fund	89,000	89,000
Sanitation Operating Fund	89,000	89,000
<b>Total</b>	<u>\$ 45,716,617</u>	<u>\$ 46,178,819</u>

**Street Maintenance Fund  
Revenue Comparisons  
2014**

**Exhibit 2**

	<u>Budget FY 14</u>	<u>Estimated FY 14</u>
Intergovernmental		
State Turnback - Gasoline Tax	\$ 3,809,404	\$ 4,006,994
State Turnback - Highway Sales Tax	1,535,562	1,596,591
Taxes and Assessments		
Ad Valorem	2,027,000	2,056,000
Licenses and Permits		
Sidewalk Permit Assessment	160,000	170,448
Miscellaneous		
Interest Earned	5,000	3,355
Other	5,000	5,000
Transfers		
W/S Operating Fund	<u>60,000</u>	<u>-</u>
Total	<u>\$ 7,601,966</u>	<u>\$ 7,838,388</u>



## ***MEMORANDUM***

November 25, 2014

**TO:** Ray Gosack, City Administrator

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

**SUBJECT:** 2014 Budget Amendments

Each year the city is required to adjust the General Fund and the Street Maintenance Fund revenues during the current budget year. This is due to governmental accounting standards. The two exhibits attached to the accompanying ordinance have been adjusted from the revenue schedules presented in the 2015 Proposed Budget. The General Fund estimated revenues include the FEMA fire grant for the SCBA units at \$608,750. The Street Maintenance Fund ad valorem tax revenue estimate has been amended based upon the actual revenue received to date in 2014. Additionally, the transfer in from the Water and Sewer Operating Fund has been eliminated. The net impact of these changes to the Street Maintenance Fund for 2014 is an additional \$30,000 in estimated revenues.

In order to adjust the 2014 Budget appropriations to the required levels, there are some supplemental appropriations that are necessary. With the exception of the adjustment to the FCRA payment, all of these amendments to the 2014 Budget were taken into consideration when the 2014 estimates were presented in the 2015 Proposed Budget.

The total appropriations to the 1/8% sales tax program in the Fire Department require an adjustment of \$253,235 to balance with the total revenues received to date. The funds will be used for capital improvements.

The city received a grant award from FEMA earlier this year for SCBA units in the fire department. The total cost of the equipment is \$696,945. This has not been included in the 2014 appropriations to date. The difference between the revenue of \$608,750 and the cost of \$696,945 represents the city's share of the equipment. The Fire Department is applying to be reimbursed for the full cost of the equipment. If this occurs, then the revenue will be recognized when it is received.

The actual payments to the FCRA for 2014 were paid last week and the payments were a net \$8,610 more than originally estimated. This appropriation will cover those payments.

As you know, the city called all the outstanding parking facility bonds prior to maturity in October 2014. The Parking Authority Fund had sufficient monies to meet this call. However, the funds have not been appropriated to date.

I recommend approval of the ordinance to amend the 2014 Budget. If you have any questions, please do not hesitate to let me know.

pc: Jeff Dingman

# ***MEMORANDUM***

December 1, 2014

**TO:** Ray Gosack, City Administrator

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

**SUBJECT:** 2014 Budget Amendment Revision

The item for amending the 2014 Budget that was included in the packet for the December 2, 2014 regular meeting requires revisions. The revisions are the Exhibit 1 that is attached for the General Fund revenues. In reviewing the latest franchise fees received in 2014, the estimate should be revised by an additional \$50,000. In addition, the court fines & forfeitures revenue should be revised by an additional \$85,000 in order to balance the expected forfeiture expenditures that are included in the non-departmental expenditures for the General Fund. These revisions impact the beginning balance for the General Fund as of January 1, 2015. These adjustments have been included in the 2015 Budget adoption item.

If you have any questions or require more information, please do not hesitate to contact me.

pc: Jeff Dingman

**General Fund  
Revenue Comparisons  
2014**

**Exhibit 1  
Revised 12/1/14**

	<u>Budget FY 14</u>	<u>Estimated FY 14</u>
Intergovernmental		
State Turnback - General	\$ 1,310,377	\$ 1,379,344
Transit Reimbursement	1,744,510	1,665,434
Airport Security Reimbursement	120,000	120,000
State Act 833 Fire Funds	80,000	98,000
SAFER Grant	412,606	401,734
COPS Grant	81,390	81,390
FEMA Grant Fire	-	608,750
Taxes and Assessments		
Franchise	6,300,000	6,664,378
Ad Valorem	7,066,600	6,854,602
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1/4% City Sales Tax - Fire & Parks	4,985,872	4,915,916
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Licenses and Permits		
Privilege	16,000	18,503
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Other	90,000	87,019
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Transfers		
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Sanitation Operating Fund	<u>89,000</u>	<u>89,000</u>
Total	<u>\$ 45,716,617</u>	<u>\$ 46,313,819</u>

**Street Maintenance Fund  
Revenue Comparisons  
2014**

**Exhibit 2**

	<b>Budget FY 14</b>	<b>Estimated FY 14</b>
	<u>                    </u>	<u>                    </u>
Intergovernmental		
State Turnback - Gasoline Tax	\$ 3,809,404	\$ 4,006,994
State Turnback - Highway Sales Tax	1,535,562	1,596,591
Taxes and Assessments		
Ad Valorem	2,027,000	2,056,000
Licenses and Permits		
Sidewalk Permit Assessment	160,000	170,448
Miscellaneous		
Interest Earned	5,000	3,355
Other	5,000	5,000
Transfers		
W/S Operating Fund	60,000	-
	<u>                    </u>	<u>                    </u>
Total	<u>\$ 7,601,966</u>	<u>\$ 7,838,388</u>



## MEMORANDUM

November 25, 2014

**TO:** Mayor, Board, Administration

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

**SUBJECT:** Public Hearing and Ordinance to Approve the FY2015 Budget

Prior to adoption of the 2015 Budget, the Mayor will conduct a public hearing for citizen comments.

The ordinance for consideration to approve the 2015 Budget will be delivered to you no later than Monday evening.

Should you have any questions or need more information, please let me know.

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

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2015  
OPERATING BUDGET AND TO PROVIDE OTHER  
MATTERS RELATING THERETO

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

Section 1: The City of Fort Smith fiscal year 2015 Operating Budget is approved  
and authorized as on file in the City Clerk's office.

Section 2: The City Administrator is hereby authorized to transfer  
appropriated monies among and within authorized programs.

Section 3: The 2014 year end encumbrances are hereby appropriated in the 2015  
Budget.

Section 4: All ordinances and resolutions in conflict with the budget hereby  
are amended to conform with the budget hereby approved.

PASSED AND APPROVED THIS 2nd DAY OF DECEMBER 2014.

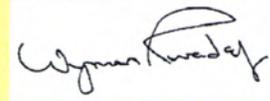
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:



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

**City of Fort Smith  
 FY15  
 Budget Comparison Summary-General Fund**

	Estimated FY14	Budget FY15	Increase (Decrease)	Projected FY16
<b>Revenues</b>				
Intergovernmental	\$ 4,354,652	\$ 3,202,314	\$ (1,152,338)	\$ 3,253,514
Taxes and Assessments	33,873,096	34,345,838	472,742	34,919,898
Court Fines and Forfeitures	2,270,000	2,225,000	(45,000)	2,225,000
Licenses and Permits	1,335,120	1,462,400	127,280	1,470,000
Service Charges and Fees	639,851	663,623	23,772	665,623
Miscellaneous	922,467	1,076,069	153,602	1,083,293
Transfers	2,918,633	2,991,310	72,677	3,064,600
<b>Total</b>	<b>\$ 46,313,819</b>	<b>\$ 45,966,554</b>	<b>\$ (347,265)</b>	<b>\$ 46,681,928</b>
<b>Expenditures</b>				
Policy and Administration Services	\$ 2,719,327	\$ 2,706,370	\$ (12,957)	\$ 2,737,673
Management Services	2,585,295	2,775,376	190,081	2,785,791
Development Services	2,879,953	2,832,896	(47,057)	2,863,162
Police Services	15,495,608	16,443,600	947,992	16,516,700
Fire Services	15,455,967	13,457,850	(1,998,117)	13,811,870
Operation Services	8,747,312	7,501,930	(1,245,382)	8,189,524
Non-Departmental	2,884,517	2,396,860	(487,657)	2,510,525
<b>Total</b>	<b>\$ 50,767,979</b>	<b>\$ 48,114,882</b>	<b>\$ (2,653,097)</b>	<b>\$ 49,415,245</b>
<b>Excess (Deficiency) Revenues Over Expenditures</b>	<b>\$ (4,454,160)</b>	<b>\$ (2,148,328)</b>	<b>\$ 2,305,832</b>	<b>\$ (2,733,317)</b>
<b>Fund Balance, Beginning of Year</b>	<b>10,065,932</b>	<b>5,611,772</b>	<b>(4,454,160)</b>	<b>3,463,444</b>
<b>Fund Balance, End of Year</b>	<b>\$ 5,611,772</b>	<b>\$ 3,463,444</b>	<b>\$ (2,148,328)</b>	<b>\$ 730,127</b>

**City of Fort Smith**  
**FY15**  
**Budget Comparison Summary-Street Maintenance Fund**

	Estimated FY14	Budget FY15	Increase (Decrease)	Projected FY16
<b>Revenues</b>				
Intergovernmental	\$ 5,603,585	\$ 5,612,206	\$ 8,621	\$ 5,612,206
Taxes and Assessments	2,056,000	2,097,120	41,120	2,139,000
Licenses and Permits	170,448	165,000	(5,448)	165,000
Miscellaneous	8,355	8,500	145	8,500
<b>Total</b>	<b>\$ 7,838,388</b>	<b>\$ 7,882,826</b>	<b>\$ 44,438</b>	<b>\$ 7,924,706</b>
<b>Expenditures</b>				
Policy and Administration				
Services	\$ 162,574	\$ 160,119	\$ (2,455)	\$ 165,214
Management Services	410,351	425,934	15,583	428,503
Development Services	75,164	77,807	2,643	77,877
Operation Services	6,589,748	6,673,440	83,692	6,641,806
Non-Departmental	739,982	492,185	(247,797)	577,400
<b>Total</b>	<b>\$ 7,977,819</b>	<b>\$ 7,829,485</b>	<b>\$ (148,334)</b>	<b>\$ 7,890,800</b>
<b>Excess (Deficiency)</b>				
Revenues Over Expenditures	\$ (139,431)	\$ 53,341	\$ 192,772	\$ 33,906
<b>Fund Balance, Beginning of Year</b>	<b>1,572,231</b>	<b>1,432,800</b>	<b>(139,431)</b>	<b>1,486,141</b>
<b>Fund Balance, End of Year</b>	<b>\$ 1,432,800</b>	<b>\$ 1,486,141</b>	<b>\$ 53,341</b>	<b>\$ 1,520,047</b>

**City of Fort Smith**  
**FY15**  
**Budget Comparison Summary-Water and Sewer Operating Fund**

	Estimated FY14	Budget FY15	Increase (Decrease)	Projected FY16
<b>Revenues</b>				
Services Charges and Fees	\$ 36,766,429	\$ 37,366,120	\$ 599,691	\$ 38,023,284
Miscellaneous	114,317	117,000	2,683	117,000
Total	<u>\$ 36,880,746</u>	<u>\$ 37,483,120</u>	<u>\$ 602,374</u>	<u>\$ 38,140,284</u>
<b>Expenses</b>				
Policy and Administration				
Services	\$ 390,318	\$ 391,356	\$ 1,038	\$ 404,472
Management Services	2,776,997	2,747,129	(29,868)	2,776,445
Development Services	282,218	269,807	(12,411)	271,312
Operation Services	35,363,124	35,384,300	21,176	34,464,920
Non-Departmental	337,100	363,610	26,510	367,400
Total	<u>\$ 39,149,757</u>	<u>\$ 39,156,202</u>	<u>\$ 6,445</u>	<u>\$ 38,284,549</u>
<b>Excess (Deficiency)</b>				
Revenues Over Expenditures	\$ (2,269,011)	\$ (1,673,082)	\$ 595,929	\$ (144,265)
<b>Working Capital, Beginning of Year</b>				
	<u>9,384,941</u>	<u>5,685,930</u>	<u>(3,699,011)</u>	<u>3,562,848</u>
<b>Working Capital, End of Year</b>				
	\$ 7,115,930	\$ 4,012,848	\$ (3,103,082)	\$ 3,418,583
<b>Adjustment for CIP Transfers</b>				
	<u>(1,430,000)</u>	<u>(450,000)</u>	<u>980,000</u>	<u>(850,000)</u>
<b>Adjusted Working Capital, End of Year</b>				
	<u>\$ 5,685,930</u>	<u>\$ 3,562,848</u>	<u>\$ 2,123,082</u>	<u>\$ 2,568,583</u>

**City of Fort Smith**  
**FY15**  
**Budget Comparison Summary-Sanitation Operating Fund**

	Estimated FY14	Budget FY15	Increase (Decrease)	Projected FY16
<b>Revenues</b>				
Service Charges and Fees	\$ 12,982,378	\$ 13,071,000	\$ 88,622	\$ 13,117,000
Miscellaneous	20,131	32,300	12,169	32,300
Total	<u>\$ 13,002,509</u>	<u>\$ 13,103,300</u>	<u>\$ 100,791</u>	<u>\$ 13,149,300</u>
<b>Expenses</b>				
Policy and Administration				
Services	\$ 204,771	\$ 202,425	\$ (2,346)	\$ 208,940
Management Services	791,649	804,671	13,022	811,421
Operation Services	10,854,403	9,802,350	(1,052,053)	9,298,000
Non-Departmental	1,815,479	1,810,146	(5,333)	1,822,400
Total	<u>\$ 13,666,302</u>	<u>\$ 12,619,592</u>	<u>\$ (1,046,710)</u>	<u>\$ 12,140,761</u>
<b>Excess (Deficiency)</b>				
Revenues Over Expenditures	\$ (663,793)	\$ 483,708	\$ 1,147,501	\$ 1,008,539
<b>Working Capital, Beginning of Year</b>				
	<u>3,122,590</u>	<u>1,758,797</u>	<u>(1,363,793)</u>	<u>1,542,505</u>
<b>Working Capital, End of Year</b>				
	\$ 2,458,797	\$ 2,242,505	\$ (216,292)	\$ 2,551,044
<b>Adjustment for CIP Transfers</b>				
	<u>(700,000)</u>	<u>(700,000)</u>	<u>0</u>	<u>(700,000)</u>
<b>Adjusted Working Capital, End of Year</b>				
	<u>\$ 1,758,797</u>	<u>\$ 1,542,505</u>	<u>\$ (216,292)</u>	<u>\$ 1,851,044</u>

# MEMORANDUM

December 1, 2014

**TO:** Ray Gosack, City Administrator  
**FROM :** Kara Bushkuhl, Director of Finance *Kara*  
**SUBJECT:** 2015 Budget Hearing and Approval

During the budget review sessions with the Board, the following adjustments to the proposed 2015 Budget were made:

1. The reductions to the Transit program budget have an impact upon the reimbursement from the government. The net decrease in grant funding is \$76,200.
2. The latest review of franchise fee revenue in 2014 to date indicates that an additional \$50,000 will be received during 2014. This same increase is estimated for 2015 as well.
3. The adjustment for the Street Maintenance Fund ad valorem taxes for 2014 carries over to 2015 in the amount of \$91,800 in additional revenue.
4. The estimated amount of revenue from amending the city's alcohol related permits and fees is \$89,000 for 2015. The city's ordinances will need to be updated to reflect that the city will follow state law by charging the amounts authorized by the state.
5. Increased fees for cemetery plots are anticipated to generate an additional \$25,000 for 2015.
6. The net effect of changes in expenditures for the District Court programs impacts the reimbursement from Sebastian County. The net decrease in reimbursement is \$6,829.
7. The transfer in from the Water and Sewer Fund to the Street Maintenance Fund of \$60,000 for 2015 has been eliminated.
8. The 1% COLA and implementation of step/merit pay have been added to each program at a total cost of \$1,425,808.
9. The positions eliminated include: 1 Police Records Clerk; 2 Patrol Officers; 2 parks positions – a lifeguard and a seasonal laborer; 1 Transit Dispatcher; and 1 Cross Connection Technician in Utilities. This reduces the total number of positions authorized for 2015 from 943.83 FTE to 936.83 FTE. This compares to the authorized positions in 2014 of 943.33 FTE. The net decrease to appropriations in 2015 is \$309,790.
10. The 1% reduction in the operating costs in all General Fund programs totaled \$468,818 among all four operating funds. Due to the cost allocation for various General Fund programs, the Street Maintenance Fund and the Water & Sewer Operating Fund reflect reductions as well as the General Fund.

The attached summary schedule provides the details of the above adjustments to the 2015 Budget. The schedules attached to the 2015 Budget adoption ordinance have been amended to reflect all of these changes.

I recommend the approval of the 2015 Budget, as amended.

If you have any questions or require more information, please do not hesitate to contact me.

pc: Jeff Dingman

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

AN ORDINANCE ESTABLISHING SALARIES AND BENEFITS AND RELATED  
PROCEDURES FOR CITY EMPLOYEES

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

SECTION 1: Pay Rates and Salaries

All employees shall be paid based on the salary grade ranges as shown in Appendix A.

- A. On December 22, 2014, all city employees within their salary grade will receive a 1.0% pay increase. As to any employee not meeting performance expectations on December 22, 2014 the Department Head and City Administrator may withhold this pay increase.
- B. For non uniformed employees below the midpoint of the salary grade, a pay for performance evaluation will take place shortly before their position anniversary date:
1. If the employee is meeting job requirements, a step increase will be granted on the position anniversary date.
  2. An additional step increase may be granted if the employee at times exceeds job requirements (an average of 2.0 or better on the attached performance scale). Should the step increases place the salary at or above the midpoint, any pay increase over the midpoint shall be based on the formula found in Section C (2.) of this Ordinance.
  3. Two additional step increases may be granted if the employee consistently exceeds job requirements (an average of 3.0 on the attached performance scale). Should the step increases place the salary at or above the midpoint, any pay increase over the midpoint shall be based on the formula found in Section C (1.) of this Ordinance.
  4. No step increase will be granted to an employee evaluated as Progressing to Minimum Requirements. (An average score of less than 1.0 or one or more evaluation category rating of E)
  5. The 2015 pay increase will be rescinded if the employee is found to need improvement and a decision about the employee's future with the City will be made no later than the time of the evaluation. (An average score of less than 1.0 and one or more evaluation category rating of E)

- C. For non uniformed employees at or above the midpoint of the salary grade, a pay for performance evaluation will take place shortly before their position anniversary date.
1. Based on the employee's average score, a pay increase of 3% will be granted if the employee consistently exceeds job requirements. The actual percentage will be determined by the attached scale in Appendix B and will be adjusted to either one third or two thirds of the total percentage in Appendix B if the employee's first or second step of the increase otherwise placed them above the midpoint.
  2. Based on the employee's average score, a pay increase between 1-3% will be granted if the employee at times exceeds job requirements. The actual percentage will be determined by the attached scale in Appendix B and will be adjusted to one half of the total percentage in Appendix B if the employee's first step of the increase otherwise placed them above the midpoint.
  3. No additional pay increases will be granted if the employee is evaluated as Meeting Job Requirements.
  4. The 2015 pay increase may be rescinded if the employee is working toward expectations. (An average score of less than 1.0 or one or more evaluation category rating of E)
  5. The 2015 pay increase will be rescinded if the employee is found to need improvement and a decision about the employee's future with the City will be made no later than the time of the evaluation. (An average score of less than 1.0 and one or more evaluation category rating of E)

While the preceding steps in SECTION 1. B. & C. are listed to illustrate the effect of the pay decisions based on their performance evaluation, Supervisors and Department Heads are encouraged to engage in periodic evaluation discussions with employees. These discussions can be a method to let employees know if they are meeting or exceeding expectations during the year. Supervisors and Department Heads should also deal with deficient performance issues immediately and not wait until the scheduled evaluation to inform the employee of these problems.

- D. For non uniformed employees at or above the maximum salary for the grade, no salary increase will be granted if the employee is meeting expectations. A onetime payment that will not become part of the employee's permanent salary may be approved by the City Administrator if the employee consistently exceeds or at times exceeds job requirements. The amount of the onetime payment will follow the same percentages found in Section C (1.) & C (2.) of this Ordinance.
- E. For Police uniformed employees, a step increase will be granted if the employee is evaluated as satisfactory regardless of their location on the pay grade until the employee has reached the last step.

No pay increases will be granted, including cost of living, to any employee if they are found to be unsatisfactory on their annual performance evaluation.

- F. For Fire Department uniformed employees, a step increase will be granted if the employee is evaluated as satisfactory regardless of their location on the pay grade until the employee has reached the last step.

No pay increases will be granted, including cost of living, to any employee if they are found to be unsatisfactory in any one evaluation category.

- G. Employees designated by their department director as a language interpreter are eligible for language incentive pay of \$83.34 per month subject to certain conditions and procedures as follows:

Each employee will be required to pass a certification test verifying their ability to speak, listen or sign at the designated competency level required by their department.

The City will pay for the first two certification tests for the designated employee. If the employee fails to pass the certification test on the first two attempts then it will be the employee's responsibility to pay for any subsequent attempts to achieve certification.

- H. Employees designated as an IT user liaison are eligible for incentive pay of \$100.00 per month subject to certain conditions and procedures as follows:

Each employee will be required to attend IT user liaison training and pass a certification test verifying their competency. IT user liaisons will spend 5-10 % of their work week supporting IT users and the IT function of the city.

- I. All non uniformed employees shall receive longevity pay as follows:

1. After the first five (5) years of continuous and uninterrupted service, the sum of \$10.00 shall be added to monthly compensation.
2. After each five (5) year period of continuous and uninterrupted service thereafter, an additional \$5.00 per month for each said five year periods shall be added provided however, that \$30.00 per month shall be the maximum longevity pay.

- J. Employees designated by their department director as a member of the chlorine emergency response team are eligible for incentive pay of \$100.00 per month subject to certain conditions and procedures as follows: Each employee will be required to initially complete 40 hours of specialized training to be eligible to participate on the chlorine emergency response team. Then each member will be required to complete a minimum of 8 hours of continuing education each year to remain on the chlorine emergency response team.

- K. Employees designated by their position description as a salesperson will be paid a commission of 5% on all sales in excess of their gross sales (excluding "contract labor fees") for the same quarter of the previous year subject to certain conditions and procedures as follows: The gross sales amount for the previous year will be determined by the department director of the salesperson eligible to receive the commission.

SECTION 2: Non-Exempt Non-Uniformed Employees

- A. Shift Differential - a Non-Exempt employee assigned to work a second shift shall receive a shift differential of ten (10) cents per hour for each hour worked beginning with a regularly scheduled shift starting time of 2:00 p.m. and ending before 10:00 p.m. A Non-Exempt employee assigned to work a third shift shall receive a shift differential of fifteen (15) cents per hour for each hour worked beginning with a regularly scheduled shift starting time of 10:00 p.m. and ending before 6:00 a.m.
- B. Mileage Reimbursement - Employees, who on written instructions, use their personal automobile(s) on City business will be reimbursed at the "Internal Revenue Service Code" rate.

SECTION 3: Exempt Employees Salaries

- A. In addition to any other current contributions, a contribution to the International City Managers Association - Retirement Corporation (ICMA-RC) of one-hundred dollars (\$100) per month will be made for each department head as listed below:

City Administrator	Deputy City Administrator
District Court Clerk	Police Chief
Fire Chief	Director of Engineering
Director of Development & Construction	Director of Human Resources
Director of Finance	Director of Utilities
Director of Sanitation	Director of Streets & Traffic Control
Director of Parks & Recreation	Director of Transit
Director of Information & Technology	City Clerk
Internal Auditor	

SECTION 4: Civil Service (uniformed) employees of the Fire Department shall be paid a rate of pay as set forth in Appendix C.

- A. All firefighters hired (including rehires) by the City shall initially be placed in Step A in the Firefighter F-1 position. Advancement to Step B shall occur on the first anniversary date of the date of appointment to the position if an employee's performance is found to be satisfactory. Advancement into each step subsequent to Step B shall occur on the respective subsequent anniversary date of the appointment to the position.
- B. Drivers, Captain, Battalion Chiefs, Fire Marshals, Training Officer and Assistant Chief are eligible on their position anniversary date for advancement to Step B (in the applicable range) based on merit as determined by a job performance evaluation. Advancement to each step subsequent to Step B shall also be based on merit as determined by a job performance evaluation on each subsequent promotion anniversary date.
- C. All hourly compensated firefighters shall have a work period of fourteen (14) days (106 hours) and shall be subject to the Section 7 (k) exemption of 29 CFR Part 553 application of the Fair Labor Standards Act to Employees of State and Local Governments.
- D. All firefighters shall receive compensation for an additional thirteen (13) days paid as legal

holidays in accordance with the provisions of Act 501 of 1987. Compensation for holidays is based on the firefighter's daily rate of pay and is in addition to the regular pay schedule. Holiday compensation is included in the rates of pay provided in Appendix C. The thirteen (13) days of holiday equalization pay shall be prorated and paid during the regular payroll periods. "Daily rate of pay" for all hourly compensated firefighters is hereby defined for all budgetary purposes of the City of Fort Smith as being one-tenth of the biweekly base pay for the applicable employment grade and range. The biweekly base pay period for all firefighters shall be based on an average of one-hundred-twelve (112) hours worked biweekly.

E. All firefighters shall be granted annual vacation as follows:

After twelve (12) months of continuous and uninterrupted service, 144 hours.  
After six (6) consecutive years of continuous and uninterrupted service, 168 hours.  
After ten (10) consecutive years of continuous and uninterrupted service, 192 hours.  
After fifteen (15) consecutive years of continuous and uninterrupted service, 216 hours.  
After twenty (20) consecutive years of continuous and uninterrupted service, 240 hours.  
Annual vacation leave shall not be accumulated from calendar year to calendar year.

F. For administrative convenience, the annual vacation of not less than fifteen (15) days with full pay for Fire Department employees as required by A.C.A. 14-53-107 and provided in Section (E) above is hereafter defined in terms of annual vacation "hours" as provided in this section. Each three days of annual vacation with full pay provided for in A.C.A. 14-53-107 and each three days of additional annual vacation granted by Section (E) above is deemed to be equal to one scheduled working shift of twenty-four (24) hours. For administrative record keeping of the City, the City Administrator and his designated agents are authorized to maintain records regarding annual vacation leave in terms of "scheduled working hours." Using such administrative procedure, the annual vacation provided by Section (E) above shall be provided in terms of three (3) calendar days being equal to one (1) working shift of twenty-four (24) hours. For each hour of vacation leave that a firefighter is away from a regularly scheduled work shift, one hour shall be credited against his annual vacation benefit.

G. The administrative procedures provided in Section (F) shall not be interpreted or construed to enlarge or decrease the current vacation leave benefit provided by A.C.A. 14-53-107 and this ordinance.

H. Sick leave for firefighters shall accumulate at a rate of 360 hours per year beginning with the date of employment and decreasing to 288 hours per year beginning four (4) years after employment. Unused sick leave shall accumulate to firefighters provided with 360 hours per year and 288 hours per year sick leave to a maximum of 2400 hours. If at the end of his/her term of service, upon death or retirement defined as being eligible to receive normal, early or disability LOPFI retirement pension payments immediately upon separation of employment, any firefighter who has unused accumulated sick leave, he/she shall be paid for such sick leave at the regular rate of pay in effect at the time of retirement provided, however, that payment for unused sick leave upon retirement shall not exceed three (3) months salary as per state law, A.C.A. 14-53-108

I. All Civil Service Fire Department personnel shall receive longevity pay as follows:

1. After the first five (5) years of continuous and uninterrupted service, the sum of \$10.00 shall be added to monthly compensation.
  2. After each five (5) year period of continuous and uninterrupted service thereafter, an additional \$5.00 per month for each said five year periods shall be added provided however, that \$30.00 per month shall be the maximum longevity pay.
- J. All firefighters, after their first year of probation, shall be eligible for a monthly pay bonus for the completion of certificates awarded by the Arkansas State Fire Academy or the National Fire Academy according to the following schedule.

<u>Certificate</u>	<u>Monthly Pay Bonus</u>
1. Pump Operation/Emergency Driving	\$15.00
2. Fire Inspector 1	\$15.00
3. First Responder	\$15.00
4. Fire Officer 1	\$15.00
5. Emergency Medical Technician EMT	\$15.00
6. Special Certification Certificate as per Fire Chief	\$15.00
7. Arson Investigation	\$15.00
8. Hazardous Materials	<u>\$15.00</u>
Total possible Certificate pay	\$120.00

- K. An additional 10%, after their first year of probation, shall be added to the pay rate of a firefighter who becomes a Certified Paramedic. Certification must be maintained or certification pay will be eliminated.
- L. All firefighters shall receive an annual physical examination by the City to determine their physical fitness to perform firefighting activities.
- M. All firefighters are eligible for educational bonus pay subject to certain conditions and procedures as follows: If the employees hire date is prior to or December 31, 2004 and the employee has entered an educational program then schedule (1) will be followed. If an employee has not entered an educational program prior to January 1, 2005 or the employee hire date is January 1, 2005 or later then schedule (2) will be followed. If an employee who is eligible and receiving bonus pay based on schedule (1) earns a bachelors degree then that employee will be eligible for schedule (2).

Schedule (1)

<u>Educational Program</u>	<u>Percentage of Total Annual Pay Added as Bonus</u>
Entry into the Plan	1%
Completion of 15 semester hours	2%
Completion of 30 semester hours	3%
Completion of 45 semester hours	4%
Completion of 60 semester hours plus	5% attainment of Associates Degree

Schedule (2)

<u>Educational Program</u>	<u>Percentage of Total Annual Pay Added as Bonus</u>
Associates Degree	3%

Bachelors Degree	6%
Masters Degree	7%

- N. Firefighters designated by the fire department and certified to maintain and service breathing apparatus are eligible for incentive pay of \$100.00 per month.

SECTION 5: Civil Service (uniformed) employees of the Police Department shall be paid a rate of pay as set forth in Appendix D.

- A. All Police Officers hired (including rehires) by the City shall initially be placed in the Entry Level in the Patrol Officer/Detective P-1 Range. Advancement to subsequent levels of pay shall be based upon an officer's anniversary date as indicated in the schedule in Appendix D.
- B. Advancement to the Corporal rank P-1 will occur upon reaching the tenth step of a patrol officer/detective. Advancement to subsequent levels of pay shall be based upon an officer's position anniversary date as indicated on the schedule in Appendix D.
- C. All hourly compensated Police Officers shall have a work period of seven (7) days, shall receive overtime pay after 40 hours, and shall be subject to the Section 7 (K) exemption of 29 CFR Part 553 Application of the Fair Labor Standards Act to Employees of State and Local Governments.
- D. All Police Officers shall receive compensation for an additional thirteen (13) days as paid legal holidays in accordance with the provisions of Act 501 of 1987. Compensation for holidays is based on the officer's daily rate of pay and is in addition to the base pay schedule. In calculating the holiday pay, the "daily rate of pay" for all hourly compensated Police Officers is hereby defined for budgetary purposes of the City of Fort Smith as being the per hour rate of base pay times (8) hours for the applicable employment grade and range. Holiday compensation is included in the rates of pay provided in Appendix D. Holiday pay is to be prorated and paid during the regular payroll periods.
- E. All Police Officers shall be granted annual vacations as follows:
  1. After twelve (12) months of continuous and uninterrupted service, fifteen (15) working days.
  2. After six (6) consecutive years of continuous and uninterrupted service, seventeen (17) working days.
  3. After ten (10) consecutive years of continuous and uninterrupted service, twenty (20) working days.
  4. In addition to the foregoing vacation days, each officer will receive one (1) discretionary day off with pay each year after (12) months of continuous service.

Annual vacation leave and the discretionary day shall not be accumulated for more than a twelve month period from the date of accrual for Civil Service Employees.

F. All Police Officers shall accumulate sick leave at the rate of twenty (20) working days (i.e., 28 calendar days) per year beginning one (1) year after the date of employment. Sick leave may be accumulated from year to year to maximum accumulation of one hundred twenty (120) working days (i.e., 168 calendar days) at any one time. If at the end of his/her term of service, upon death or retirement defined as being eligible to receive normal, early or disability LOPFI retirement pension payments immediately upon separation of employment, any Police Officer has unused accumulated sick leave, he/she shall be paid for such sick leave at the regular rate of pay in effect at the time of retirement or death, provided however, that payment of unused sick leave upon retirement or death shall not exceed (3) months salary for Police Officers in the rank of Captain and above and shall not exceed salary for five hundred twenty (520) hours for Police Officers in the rank of Sergeant and below.

G. All civil service police officers shall receive longevity pay as follows:

1. After the first five (5) years of continuous and uninterrupted service, the sum of \$10.00 shall be added to monthly compensation.
2. After each (5) year period of continuous and uninterrupted service thereafter, an additional \$5.00 per month for each of said five (5) year periods shall be added, provided, however, that \$30.00 per month shall be the maximum longevity pay.

H. All Police Officers, after their first year of probation, shall be eligible for a monthly pay bonus for the completion of the State of Arkansas Law Enforcement Standards and Training Certificates as follows:

1. General Certificate - \$20.00 added to monthly compensation
2. Intermediate Certificate - \$40.00 added to monthly compensation.
3. Advanced Certificate - \$60.00 added to monthly compensation.
4. Senior Certificate - \$80.00 added to monthly compensation.

All police officers are eligible for educational bonus pay subject to certain conditions and procedures as follows:

If the employees hire date is prior to or December 31, 2004 and the employee has entered an educational program then schedule (1) will be followed. If an employee has not entered an educational program prior to January 1, 2005 or the employees hire date is January 1, 2005 or later then schedule (2) will be followed. If an employee who is eligible and receiving bonus pay based on schedule (1) earns a bachelors degree then that employee will be eligible for schedule (2).

Schedule (1)

<u>Educational Program</u>	<u>Percentage of Total Annual Pay Added as Bonus</u>
Entry into the Plan	1%
Completion of 15 semester hours	2%
Completion of 30 semester hours	3%
Completion of 45 semester hours	4%

Completion of 60 semester hours plus

5% attainment of Associates Degree

Schedule (2)

Educational Program

Percentage of Total Annual Pay Added as Bonus

Associates Degree

3%

Bachelors Degree

6%

Masters Degree

7%

SECTION 6: Policy

As to non uniformed employees, in extreme and unusual employment and promotional situations related to business necessity and efficiency, the City Administrator may waive or alter the step increase procedure to fill a position with the most highly qualified candidate and assign the appropriate wage within the job classification.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED AND APPROVED THIS \_\_\_\_\_ day of December, 2014

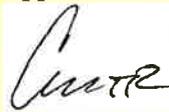
APPROVED:

Mayor

ATTEST:

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

Approved as to form:



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

Appendix A

HOURLY PAY GRADE RANGES  
BUDGET YEAR 2015

(basis, 8 hrs/day, 5 days/week, 52 weeks/year)

Grade	Entry	Midpoint	Maximum	Step
1	\$ 9.53	\$ 11.52	\$ 13.51	\$ 0.40
2	\$ 10.66	\$ 12.89	\$ 15.11	\$ 0.44
3	\$ 11.77	\$ 14.23	\$ 16.71	\$ 0.49
4	\$ 12.91	\$ 15.60	\$ 18.30	\$ 0.54
5	\$ 14.04	\$ 16.96	\$ 19.89	\$ 0.59
6	\$ 15.15	\$ 18.31	\$ 21.46	\$ 0.63
7	\$ 16.26	\$ 19.65	\$ 23.07	\$ 0.68
8	\$ 17.37	\$ 21.01	\$ 24.63	\$ 0.72
9	\$ 18.50	\$ 22.38	\$ 26.24	\$ 0.77
10	\$ 19.62	\$ 23.74	\$ 27.84	\$ 0.83
11	\$ 20.75	\$ 25.09	\$ 29.43	\$ 0.88
12	\$ 20.77	\$ 26.71	\$ 32.66	\$ 1.18
13	\$ 21.85	\$ 28.11	\$ 34.35	\$ 1.24
14	\$ 23.13	\$ 29.76	\$ 36.38	\$ 1.32
15	\$ 24.20	\$ 31.12	\$ 38.06	\$ 1.39
16	\$ 25.54	\$ 32.86	\$ 40.14	\$ 1.46
17	\$ 26.60	\$ 34.22	\$ 41.84	\$ 1.53
18	\$ 27.68	\$ 35.62	\$ 43.54	\$ 1.59
19	\$ 28.77	\$ 37.04	\$ 45.29	\$ 1.65
20	\$ 29.86	\$ 38.42	\$ 46.99	\$ 1.71
21	\$ 30.96	\$ 39.83	\$ 48.69	\$ 1.77
22	\$ 32.01	\$ 41.21	\$ 50.39	\$ 1.84
23	\$ 33.11	\$ 42.61	\$ 52.11	\$ 1.91
24	\$ 34.20	\$ 44.01	\$ 53.80	\$ 1.97

BI-WEEKLY PAY GRADE RANGES  
BUDGET YEAR 2015

(basis, 8 hrs/day, 5 days/week, 52 weeks/year)

Grade	Entry	Midpoint	Maximum	Step
1	\$ 762.40	\$ 921.60	\$ 1,080.80	\$ 32.00
2	\$ 852.80	\$ 1,031.20	\$ 1,208.80	\$ 35.20
3	\$ 941.60	\$ 1,138.40	\$ 1,336.80	\$ 39.20
4	\$ 1,032.80	\$ 1,248.00	\$ 1,464.00	\$ 43.20
5	\$ 1,123.20	\$ 1,356.80	\$ 1,591.20	\$ 47.20
6	\$ 1,212.00	\$ 1,464.80	\$ 1,716.80	\$ 50.40
7	\$ 1,300.80	\$ 1,572.00	\$ 1,845.60	\$ 54.40
8	\$ 1,389.60	\$ 1,680.80	\$ 1,970.40	\$ 57.60
9	\$ 1,480.00	\$ 1,790.40	\$ 2,099.20	\$ 61.60
10	\$ 1,569.60	\$ 1,899.20	\$ 2,227.20	\$ 66.40
11	\$ 1,660.00	\$ 2,007.20	\$ 2,354.40	\$ 70.40
12	\$ 1,661.60	\$ 2,136.80	\$ 2,612.80	\$ 94.40
13	\$ 1,748.00	\$ 2,248.80	\$ 2,748.00	\$ 99.20
14	\$ 1,850.40	\$ 2,380.80	\$ 2,910.40	\$ 105.60
15	\$ 1,936.00	\$ 2,489.60	\$ 3,044.80	\$ 111.20
16	\$ 2,043.20	\$ 2,628.80	\$ 3,211.20	\$ 116.80
17	\$ 2,128.00	\$ 2,737.60	\$ 3,347.20	\$ 122.40
18	\$ 2,214.40	\$ 2,849.60	\$ 3,483.20	\$ 127.20
19	\$ 2,301.60	\$ 2,963.20	\$ 3,623.20	\$ 132.00
20	\$ 2,388.80	\$ 3,073.60	\$ 3,759.20	\$ 136.80
21	\$ 2,476.80	\$ 3,186.40	\$ 3,895.20	\$ 141.60
22	\$ 2,560.80	\$ 3,296.80	\$ 4,031.20	\$ 147.20
23	\$ 2,648.80	\$ 3,408.80	\$ 4,168.80	\$ 152.80
24	\$ 2,736.00	\$ 3,520.80	\$ 4,304.00	\$ 157.60

ANNUAL PAY GRADE RANGES  
BUDGET YEAR 2015

(basis, 8 hrs/day, 5 days/week, 52 weeks/year)

Grade	Entry	Midpoint	Maximum	Step
1	\$ 19,822.40	\$ 23,961.60	\$ 28,100.80	\$ 832.00
2	\$ 22,172.80	\$ 26,811.20	\$ 31,428.80	\$ 915.20
3	\$ 24,481.60	\$ 29,598.40	\$ 34,756.80	\$ 1,019.20
4	\$ 26,852.80	\$ 32,448.00	\$ 38,064.00	\$ 1,123.20
5	\$ 29,203.20	\$ 35,276.80	\$ 41,371.20	\$ 1,227.20
6	\$ 31,512.00	\$ 38,084.80	\$ 44,636.80	\$ 1,310.40
7	\$ 33,820.80	\$ 40,872.00	\$ 47,985.60	\$ 1,414.40
8	\$ 36,129.60	\$ 43,700.80	\$ 51,230.40	\$ 1,497.60
9	\$ 38,480.00	\$ 46,550.40	\$ 54,579.20	\$ 1,601.60
10	\$ 40,809.60	\$ 49,379.20	\$ 57,907.20	\$ 1,726.40
11	\$ 43,160.00	\$ 52,187.20	\$ 61,214.40	\$ 1,830.40
12	\$ 43,201.60	\$ 55,556.80	\$ 67,932.80	\$ 2,454.40
13	\$ 45,448.00	\$ 58,468.80	\$ 71,448.00	\$ 2,579.20
14	\$ 48,110.40	\$ 61,900.80	\$ 75,670.40	\$ 2,745.60
15	\$ 50,336.00	\$ 64,729.60	\$ 79,164.80	\$ 2,891.20
16	\$ 53,123.20	\$ 68,348.80	\$ 83,491.20	\$ 3,036.80
17	\$ 55,328.00	\$ 71,177.60	\$ 87,027.20	\$ 3,182.40
18	\$ 57,574.40	\$ 74,089.60	\$ 90,563.20	\$ 3,307.20
19	\$ 59,841.60	\$ 77,043.20	\$ 94,203.20	\$ 3,432.00
20	\$ 62,108.80	\$ 79,913.60	\$ 97,739.20	\$ 3,556.80
21	\$ 64,396.80	\$ 82,846.40	\$ 101,275.20	\$ 3,681.60
22	\$ 66,580.80	\$ 85,716.80	\$ 104,811.20	\$ 3,827.20
23	\$ 68,868.80	\$ 88,628.80	\$ 108,388.80	\$ 3,972.80
24	\$ 71,136.00	\$ 91,540.80	\$ 111,904.00	\$ 4,097.60

Appendix B

<u>Performance Level</u>	<u>Performance Points</u>
A	3
B	2
C	1
D	0
E	0

**Performance Increase**

<u>Average Score</u>	<u>Increase</u>
1.2 - 1.3	1.0%
1.4 - 1.5	1.5%
1.6 - 1.7	2.0%
1.8 - 1.9	2.5%
2.0 - 2.1	3.0%
2.2 - 2.3	3.0%
2.4 - 2.5	3.0%
2.6 - 2.7	3.0%
2.8. - 2.9	3.0%
3.0	3.0%

Appendix C

City of Fort Smith  
 Fire Department  
 Pay Schedule  
 Budget Year 2015

Rank	Range	Rate	A	B	C	D	E	F	G
Probationary Firefighter & Firefighter	F1	Hourly	\$10.31	\$11.14	\$11.93	\$12.74	\$13.50	\$14.30	\$15.05
Driver	F2	Hourly	\$15.62	\$17.14					
Captain	F3	Hourly	\$18.63	\$20.41					
Captain (exempt)	F3	Monthly	\$4,709.97	\$5,159.26					
Fire Marshal Battalion Chief Training Officer	F5	Monthly	\$5,592.35	\$6,291.42					
Assistant Chief	F6	Monthly	\$7,042.48						

Appendix D

City of Fort Smith  
Police Department  
Pay Schedule  
Budget Year 2015

Rank	Rate	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Patrol	Hourly	\$ 16.59	\$ 17.12	\$ 17.65	\$ 18.14	\$ 18.67	\$ 19.21	\$ 19.74	\$ 20.28	\$ 20.80	\$ 21.33
		\$ 0.83	\$ 0.86	\$ 0.88	\$ 0.91	\$ 0.93	\$ 0.96	\$ 0.99	\$ 1.01	\$ 1.04	\$ 1.07
		\$ 17.42	\$ 17.98	\$ 18.53	\$ 19.05	\$ 19.60	\$ 20.17	\$ 20.73	\$ 21.29	\$ 21.84	\$ 22.40
Corporal	Hourly	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19
			\$ 21.86			\$ 22.42			\$ 22.71		
			\$ 1.09			\$ 1.12			\$ 1.14		
		\$ 22.95			\$ 23.54			\$ 23.85			
Sergeant	Hourly	Entry	Step 1	Step 2	Step 3	Step 4	Step 5				
		\$ 23.55	\$ 24.24	\$ 24.98	\$ 25.66	\$ 26.36	\$ 27.09				
		\$ 1.18	\$ 1.21	\$ 1.25	\$ 1.28	\$ 1.32	\$ 1.35				
		\$ 24.73	\$ 25.45	\$ 26.23	\$ 26.94	\$ 27.68	\$ 28.44				
Captain	Annually	Entry	Step 1	Step 2	Step 3	Step 4	Step 5				
		\$ 59,147.97	\$ 60,259.14	\$ 61,370.30	\$ 62,481.45	\$ 63,592.61	\$ 64,724.92				
		\$ 2,957.40	\$ 3,012.96	\$ 3,068.52	\$ 3,124.07	\$ 3,179.63	\$ 3,236.25				
		\$ 62,105.37	\$ 63,272.10	\$ 64,438.82	\$ 65,605.52	\$ 66,772.24	\$ 67,961.17				
Major	Annually	Entry	Step 1	Step 2	Step 3	Step 4	Step 5				
		\$ 67,961.20	\$ 70,142.49	\$ 72,323.78	\$ 74,505.06	\$ 76,686.35	\$ 78,867.62				
		\$ 3,398.06	\$ 3,507.12	\$ 3,616.19	\$ 3,725.25	\$ 3,834.32	\$ 3,943.38				
		\$ 71,359.26	\$ 73,649.61	\$ 75,939.97	\$ 78,230.31	\$ 80,520.67	\$ 82,811.00				

## MEMORANDUM

**TO:** Ray Gosack, City Administrator  
**FROM:** Richard B. Jones, Director of Human Resources  
**DATE:** November 26, 2014



**SUBJECT: AN ORDINANCE ESTABLISHING SALARIES AND BENEFITS AND RELATED PROCEDURES FOR CITY EMPLOYEES FOR 2015**

Attached is the annual ordinance establishing salaries and benefits for city employees. The changes from the 2014 ordinance are as follows:

SECTION 1A is changed to read: On December 22, 2014, all city employees within their salary grade will receive a 1.0% pay increase. As to any employee not meeting performance expectations on December 22, 2014 the Department Head and City Administrator may withhold this pay increase.

SECTION 4 is changed to read: Civil Service (uniformed) employees of the Fire Department shall be paid a rate of pay as set forth in Appendix C.

SECTION 5 is changed to read: Civil Service (uniformed) employees of the Police Department shall be paid a rate of pay as set forth in Appendix D.

There are no other changes to this ordinance for 2015.

I recommend approval of this ordinance.

**Tax Back  
Resolution**



RESOLUTION No. \_\_\_\_\_

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

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

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

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

**WHEREAS**, ProPak Logistics, Inc., located at 1100 Garrison Ave, Fort Smith, Arkansas has sought to participate in the program and more specifically has requested benefits accruing from construction and/or expansion of the specific facility; and

**WHEREAS**, ProPak Logistics, Inc. has agreed to furnish the local government all necessary information for compliance.

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

1. ProPak Logistics, Inc. be endorsed by the Board of Directors of the City of Fort Smith for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
2. **The Department of Finance and Administration is authorized to refund local sales and use taxes to ProPak Logistics, Inc.**
3. This resolution shall take effect immediately.

\_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
NPR



# Memo

To: Ray Gosack, City Administrator  
From: Jeff Dingman, Deputy City Administrator  
Date: 11/26/2014  
Re: Tax Back Endorsement: **ProPak Logistics, Inc.**

---

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

The current request is on behalf of **ProPak Logistics, Inc.**, who is currently investing \$4,355,144 in the renovation of the historic structure at 1100 Garrison Avenue in Fort Smith, including new equipment, to serve as its corporate offices. Also, this expansion will add 5 new jobs to the region with an average wage of \$17.00/hour, increasing ProPak Logistics' local employment by 14%.

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

Attached is a resolution supporting the participation of **ProPak Logistics, Inc.** in the "Tax Back" program, and the staff recommends approval. The resolution requires approval of an emergency clause as it declares that it is effective immediately upon approval. This action will support the board's stated goal of pursuing economic development and job creation.

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

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

A RESOLUTION APPROVING SPECIFIC EXCESS  
INSURANCE AND AGGREGATE EXCESS INSURANCE FOR THE  
CITY'S EMPLOYEE HEALTH COVERAGE

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

SECTION 1: The Agreement with (VOYA) ReliaStar Life Insurance Company to provide  
Specific Excess Insurance and Aggregate Excess Insurance for the year 2015 for the Self-Funded  
Health Coverage program for employees of the City of Fort Smith, Arkansas is accepted.

SECTION 2: The City Administrator or his designee is hereby authorized to execute all  
documents necessary to bind coverage and secure the claims service.

This Resolution adopted this \_\_\_\_\_ day of December 2014.

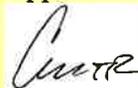
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:



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

# MEMORANDUM

**TO:** Ray Gosack, City Administrator

**FROM:** Richard B. Jones, Director of Human Resources 

**DATE:** November 26, 2014

**SUBJECT:** Self-Funded Health Coverage Reinsurance Resolution

The renewals for the City's specific and aggregate stop loss are attached. The estimated cost for stop loss coverage is increasing by 4.9% from \$546,983 to \$573,624. The increase is due to the current reinsurer HCC specifically identifying five potential large claims and lasering each at a much higher specific coverage amount. Additionally, we have had a small increase in the number of full-time employees and their families with health coverage which increases the reinsurance rate and is directly tied to the number of covered lives. I am recommending Voya because they are only lasering one of the five large potential claims while keeping the reinsurance cost very close to 2014 level. Please note that some carriers that provide stop loss coverage declined to quote because they could not provide competitive rates. This is because the City's current rates and stop loss experience are so far below the expected benchmarks for an organization our size.

I recommend approval of this resolution.

**City of Ft. Smith**  
**Stop Loss Market Analysis**  
**Effective January 1, 2015**

**This analysis contains a financial cost summary and an outline of key policy provisions. Although cost is an important factor in placing coverage with a stop loss carrier, key policy provisions are also critical to the selection process as they may represent additional financial liability. A stop loss policy that supercedes a client's plan document language could have a negative financial impact on the Plan. For example, if the client's plan document has a different definition of experimental than the definition contained in the stop loss policy, it could have a financial impact on the plan. Although most stop loss carriers will agree to cover medically necessary and generally accepted practices and procedures, there may be other limitations which should be considered prior to policy acceptance.**

**The "Analysis of Key Stop Loss Policy Provisions" section includes key coverage limitations / exclusions provisions. It contains a comparison of your SPD and the carriers proposed stop loss provisions.**

**The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to, provide legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.**

***Presented by Gallagher Benefit Services, Inc.***

**October 29, 2014**

**City of Ft. Smith**  
**Estimate of Stop-Loss Renewal Effective January 1, 2015**

<b>Specific Stop-Loss</b>		<b>HCC Current</b>	<b>HCC Renewal</b>	<b>Aetna</b>	<b>Voya</b>
		\$200,000	\$200,000	\$200,000	\$200,000
		Paid	Paid	24/12	24/12
<b>Lasers</b>			████████ \$400k	████████ \$300k	████████ \$275k
			████████ \$350k	████████ \$300	
			████████ \$550k		
			████████ \$350k		
			████████ \$450k		
<b>Monthly Premium Rates</b>					
<b>Employee</b>		\$24.57	\$27.68	\$31.32	\$27.25
<b>Family</b>		\$71.13	\$81.46	\$82.75	\$73.95
<b>Annual Premium</b>		<u>\$512,698</u>	<u>\$584,582</u>	<u>\$611,820</u>	<u>\$542,605</u>
<b>Percent Increase</b>			14.0%	19.3%	5.8%
<b>Additional Premium</b>			\$71,884	\$99,122	\$29,907
<b>Aggregate Stop-Loss</b>					
		<b>HCC Current</b>	<b>HCC Renewal</b>	<b>Aetna</b>	<b>Voya</b>
<b>Annual Premium</b>		\$34,285	\$38,094	\$27,210	\$31,019
<b>Percent Increase</b>			11.1%	-20.6%	-9.5%
<b>Attachment Factor - Single</b>		\$470.10	\$492.24	\$828.01	\$845.63
<b>Attachment Factor - Family</b>		\$1,133.07	\$1,192.22	\$828.01	\$845.63
<b>Attachment Point</b>		<u>\$8,609,094</u>	<u>\$9,045,035</u>	<u>\$9,012,061</u>	<u>\$9,203,837</u>
<b>Percent Increase</b>			5.1%	4.7%	6.9%
<b>TOTAL FIXED STOP LOSS COSTS</b>		<u>\$546,983</u>	<u>\$622,676</u>	<u>\$639,030</u>	<u>\$573,624</u>
<b>Percent Increase</b>			13.8%	16.8%	4.9%

**Based on:**  
    468 **Single**  
    439 **Family**  
    907

This analysis contains a financial cost summary as well as an outline of key policy provisions which may represent additional financial liability. It is intended to provide you with a detailed illustration of both cost and potential liability. We urge you to carefully review this material prior to making a final determination.

EXCESS RISK APPLICATION (AR)

ReliaStar Life Insurance Company
("ReliaStar Life")
Home Office: Minneapolis, Minnesota 55440

Plan Sponsor hereby applies for the Excess Risk Policy.

PLAN INFORMATION

Name of Plan Sponsor (exact legal name) City of Fort Smith

Address (number and street) 623 Garrison Ave
City Fort Smith State AR ZIP 72901

Corporation Partnership Sole Proprietorship Other (Specify) Public entity
Nature of Plan Sponsor's Business City Administration SIC Code 911.0

Are subsidiaries, affiliates or other associated entities to be included? Yes No
If "Yes," give Names.

Relationship to Plan Sponsor

Please provide the number of individuals covered as noted below:

Table with 3 columns: Eligible/Enrolled/Individuals Covered Elsewhere, Covered Persons Only, Covered Persons with Dependents. Includes contract period: January 1, 2015 through December 31, 2015.

CLAIM ADMINISTRATOR INFORMATION (Claim Administrator for coverages checked below for the Employee Benefit Plan)

Name of Claim Administrator\* (exact legal name of entity) Meritain Health

Address (number and street) 300 Corporate Pkwy
City Amherst State NY ZIP 14226

\*Claim Administrator must be approved by ReliaStar Life prior to acceptance of this Application

NOTICE: Employers/Plan Sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan.

INDIVIDUAL EXCESS RISK

Individual Excess Risk: Yes No
Benefits To Be Covered: Medical Other (Please specify) Prescription Drugs

Initial Coverage Period:
Incurred and Paid in 12 months
Incurred in 15 months and Paid in 12 months
Paid in 12 months
Other:
Incurred in 12 months and Paid in 15 months
Incurred in 24 months and Paid in 12 months

Individual Excess Risk Deductible \$ 200,000 per Individual
Family Excess Risk Deductible \$ n/a per Family
Individuals subject to the Individual Adjusted Deductible as identified in the disclosure process 674788~0001~\$275,000

**INDIVIDUAL EXCESS RISK (Continued)**

Claims for Individuals subject to the Individual Adjusted Deductible that exceed the Individual Excess Risk Deductible amount are excluded under any Aggregate Excess Risk Insurance.

Benefit Percentage 100%

**Maximum Individual Benefit:**

Individual Excess Risk Lifetime Maximum: \$ unlimited Individual Excess Risk Annual Maximum: \$ unlimited

Other \_\_\_\_\_ \$ \_\_\_\_\_

**Optional Endorsements:**

- Individual Terminal Liability  3 months  6 months
- Individual Advanced Funding
- Individual Gapless Renewal (Only available for 12/15 or 12/18)
- Aggregating Individual Deductible \$ \_\_\_\_\_ (Individual Excess Risk must be elected)
- Plan Mirroring Coordination
- Renewal Rate Cap
- Other \_\_\_\_\_

**AGGREGATE EXCESS RISK**

Aggregate Excess Risk:  Yes  No

Benefits To Be Covered:  Medical  Vision  Prescription Drugs  Dental  Other (Specify) \_\_\_\_\_

**Initial Coverage Period:**

- Incurred and Paid in 12 months
- Incurred in 15 months and Paid in 12 months
- Paid in 12 months
- Other: \_\_\_\_\_
- Incurred in 12 months and Paid in 15 months
- Incurred in 24 months and Paid in 12 months

Aggregate Adjustment Corridor 125 %

Minimum Annual Aggregate Deductible: See Excess Risk Schedule

ReliaStar Life's Limit of Liability \$ 1,000,000.00 per Coverage Period

**Optional Endorsements:**

- Plan Mirroring Coordination
- Aggregate Terminal Liability  3 months  6 months (Individual Terminal Liability must also be elected)
- Other \_\_\_\_\_

Are retirees covered?  Yes  No

Are retirees age 65 and over covered?  Yes  No

**Attached to and incorporated in this Application is a copy of the Employee Benefit Plan that relates to the Excess Risk Policy being applied for.**

The Producer/Agent of Record (provided he/she is duly licensed as required by law) is: Gallagher Benefit Services

This insurance is to be effective on January 1, 2015 at 12:01 a.m. Standard Time at the Plan Sponsor's place of business, provided that the first premium is paid in full and that the Disclosure Agreement and this Application are accepted by ReliaStar Life.

An advance deposit of \$ 47,802. is attached. (The deposit is to equal the first premium.) The deposit will be applied toward payment of the premiums on the insurance requested if the application is accepted by ReliaStar Life. If not accepted, the deposit will be refunded to the Plan Sponsor Applicant.

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**ACKNOWLEDGEMENT & SIGNATURES**

By signing this Application below and the Disclosure Agreement, the Plan Sponsor Applicant represents that all statements, answers and information made above in this application and in the Disclosure Agreement are complete and true to the best of its knowledge and belief. Plan Sponsor Applicant further acknowledges and agrees (i) that such statements, answers and information in this Application and in the Disclosure Agreement, together with a copy of the Employee Benefit Plan and other information attached to this application or furnished to ReliaStar Life, are submitted by the Plan Sponsor Applicant as an inducement to, and will be relied upon, ReliaStar Life, in underwriting this risk and determining whether to accept this application and issue the Excess Risk Policy being applied for; (ii) if such statements, answers and information is/are incomplete or untrue, and such incompleteness or falsity is material to the risk to be insured by ReliaStar Life, any policy issued by ReliaStar Life may be rescinded and/or any benefits that might otherwise be payable thereunder may be denied; and (iii) the Plan Sponsor Applicant has fully read and understands this completed Application and the Disclosure Agreement.

**Any person who, knowingly with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and may subject such person to criminal and civil penalties, and denial of insurance benefits.**

Plan Sponsor Applicant City of Fort Smith

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Name of Signer (Please Print.) \_\_\_\_\_ Date Signed \_\_\_\_\_

 By \_\_\_\_\_ Title \_\_\_\_\_

## Jones, Richard

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**From:** James.Kopp@sunlife.com  
**Sent:** Thursday, October 16, 2014 10:02 AM  
**To:** Darendia Smith  
**Cc:** Ryan.Nystrom@sunlife.com  
**Subject:** City of Fort Smith- DTQ

Hi Darendia,

Thank you for contacting Sun Life Assurance Company of Canada on the case listed above. Unfortunately, after careful review, we are unable to issue a quote for this group for the following reason:

**Specific & Aggregate Stop Loss:**

· At this time, our rates are uncompetitive

Please let me know if you have any questions.

Best regards,

**James Kopp** | Account Manager, Medical Stop Loss Internal Support | [Sun Life Financial](#)  
Work: (781) 446-1374 | Cell: (617) 314-1423 | [james.kopp@sunlife.com](mailto:james.kopp@sunlife.com)  
One Sun Life Executive Park, Sun Code 4399, Wellesley Hills, MA 02481

*Wake up to the benefit of benefits - [sunlife.com/wakeup](http://sunlife.com/wakeup)*  
Join Sun Life Financial on [Facebook](#), [LinkedIn](#), [Twitter](#) and [YouTube](#).

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**AIG Benefit Solutions**  
One MacArthur Place, Suite 620  
South Coast Metro, CA 92707  
(800) 634-7462 Phone  
(714) 436-3620 Fax

Date: October 12, 2014

Attn: **Darenda Smith**  
Gallagher Benefit Services, Inc.  
Two Lincoln Centre  
5420 LBJ Fwy, Suite 400  
Dallas, TX 75240

Re: **CITY OF FORT SMITH**

Dear Darenda,

Thank you for the opportunity to review your request for proposal on the above-referenced group. After careful consideration of the information submitted, we are unable to provide you an Excess Loss proposal. More specifically:

We are not able to provide a competitive comparison to the expiring or renewal rates provided.

If you have any questions on the above, please do not hesitate to contact our office at (800) 634-7462.

Sincerely,

Josefina Panopio  
Sr. Underwriter

CC: Guy Finley  
Regional Sales Director



A HIGHMARK COMPANY

HM Life Insurance  
Company

HM Life Insurance  
Company of New York

HM Casualty  
Insurance Company

RBS Re

HM Benefits  
Administrators

October 9, 2014

Darenda Smith  
Arthur J. Gallagher & Co.  
5420 LBJ Freeway, Suite 400  
Dallas, TX 75240

Dear Darenda:

Thank you for the recent submission. I am issuing a DTQ on City of Fort Smith. I am unable to be competitive in my rating over Meritain.

I look forward to doing business with you in the future.

Sincerely,

Natasha Iqbal  
Marketing Underwriter

**Mailing Address**

PO Box 535061  
Pittsburgh, PA 15253-5061

**Overnight Deliveries**

Fifth Avenue Place  
120 Fifth Avenue  
Pittsburgh, PA 15222-3099

[www.hminsurancegroup.com](http://www.hminsurancegroup.com)

**Telephone**

412-544-1000  
800-328-5433

Coverage is underwritten by HM Life Insurance Company or HM Casualty Insurance Company, Pittsburgh, PA in all states except New York. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY. HM Life Insurance Company, HM Benefits Administrators and RBS Re provide certain administrative and customer support services. The coverage or service requested may not be available in all states.

LHP-185 (R12-07)

8B

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

A RESOLUTION APPROVING CLAIM SERVICE, SPECIFIC EXCESS  
INSURANCE AND AGGREGATE EXCESS INSURANCE FOR  
CITY'S WORKERS' COMPENSATION COVERAGE

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

SECTION 1: The Renewal Agreement with Central Adjustment Corporation Inc. to  
provide Claims Administration and Regions Insurance to provide Specific Excess Insurance and  
Aggregate Excess Insurance for the year 2015 for the Self-Insured Workers' Compensation  
program for employees of the City of Fort Smith, Arkansas is accepted.

SECTION 2: The City Administrator or his designee is hereby authorized to execute all  
documents necessary to bind coverage and secure the claims service.

This Resolution adopted this \_\_\_\_\_ day of December 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:



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

# MEMORANDUM

**TO:** Ray Gosack, City Administrator

**FROM:** Richard B. Jones, Director of Human Resources 

**DATE:** November 26, 2014

**SUBJECT:** Workers' Compensation Resolution

The total fixed cost for our self-funded workers' compensation coverage program will be approximately \$169,886 for 2015. This includes the broker/consultant fee, claims administration and the purchase of specific and aggregate excess insurance (**Most of the cost of our workers' compensation program is from medical treatment and lost time claims where an employee is unable to work**). The total fixed cost for our self insured program for 2014 will be approximately \$150,000 (The final payroll has yet to be applied to the estimated premium). The total fixed cost for our self-insured program for 2013 was \$131,693; 2012 was \$117,620; 2011 was \$108,858. Only one other carrier, Midwest, considered providing a quote but then verbally declined because they could not be competitive.

Cost for reinsurance for self-funded workers' compensation coverage programs have been steadily increasing for the last few year. In addition, our city payroll has increased because of the addition of several employees in higher risk categories like fire and streets. If the City were fully insured the standard premium would be \$1,097,759 for 2015, we would have to wait for the insurer to return some or none of the standard premium depending on how the claims matured over many years. Self-funding is the most effective way to manage this cost.

The City's comprehensive management of our Workers' Compensation Program is essential to keeping cost as low as possible. Currently our comprehensive Workers' Compensation Program includes the following parts: Prevention by all city departments; triage done telephonically by an organization called Company Nurse; claims handling by Central Adjustment Company, Inc., which includes the submission of all documents required by the State of Arkansas; Regions Insurance to secure specific and aggregate excess insurance currently with Safety National Casualty Corporation; Dr. Holder and Dr. Clark to provide occupational medicine services through Cooper Clinic; claims review, repricing and case management done by Corvell Corporation and legal services provided by the City Attorney. Lastly, The City of Fort Smith received an Outstanding Performance Award from the State of Arkansas for earning a perfect score under rule 099.39 which means all required documents were submitted timely to the state for 2013.

I recommend approval of this resolution.

**~ PREMIUM SUMMARY ~**

<b>COVERAGE</b>	<b>ESTIMATED ANNUAL PREMIUM 14-15 Safety National</b>	<b>ESTIMATED ANNUAL PREMIUM 15-16 Safety National</b>	<b>Option 1</b>	<b>Option 2</b>
<b>EXCESS WORKERS COMPENSATION</b>	<b>\$89,477.00 (Rate 8.25%) Payroll \$38,545,259 Estimated Standard Premium \$1,084,575 \$500,000 Retention</b>	<b>\$106,373.00 (Rate 9.69%) Payroll \$41,285,715 Estimated Standard Premium \$1,097,759 \$500,000 Retention</b>	<b>\$97,920.00 (Rate 8.92%) \$41,285,715 Est. Stand Prem \$1,097,759 \$550,000 Retention</b>	<b>\$93,966.00 (Rate 8.56%) \$41,285,715 Est. Stand Prem \$1,097,759 \$550,000 AO/ \$600,000 P&amp;F Retention</b>
<b>BROKER'S FEE</b>	<b>\$11,000.00</b>	<b>\$11,000.00</b>	<b>\$11,000.00</b>	<b>\$11,000.00</b>
<b>TOTAL</b>	<b>\$100,477.00</b>	<b>\$117,373.00</b>	<b>\$108,920.00</b>	<b>\$104,966.00</b>

**Recap**

**Payroll increased by 7.1%**

**Payrolls increased in the higher hazard class codes-Firefighters, Street & Road, Sewer construction and Sanitation which is 40% of total payroll.**

DISCLAIMER – The included forms are provided for illustration purposes only. These forms do not replace, supplement, alter, or amend the terms and conditions of your insurance policy. You should read your policy carefully since it's written terms and conditions specify the rights and duties of both you and the insurance company.

**Safety National Casualty Corporation**  
**1832 Schuetz Road**  
**St. Louis, MO 63146**

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	REGIONS INSURANCE	ATTN:	Ms. Barbara Carter
PHONE:	(479) 785-5222	FAX:	(479) 783-1449
FROM:	B. Scott Brickson	DATE:	11/17/2014

**EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION**

Name of Risk: CITY OF FORT SMITH	
Account: 6015848 Previous Policy Number: AGC4050089	
	Specific & Aggregate Excess

Contract Terms	Option 1026870746	Option 1026869976
Liability Period	01/01/2015 - 01/01/2016	01/01/2015 - 01/01/2016
Payroll Reporting Period	01/01/2015 - 01/01/2016	01/01/2015 - 01/01/2016
Payroll	\$ 41,285,715	\$ 41,285,715
Manual Premium	\$ 1,097,759	\$ 1,097,759
Experience Modification Factor	1.000	1.000
Standard Premium	\$ 1,097,759	\$ 1,097,759
Self-Insured Retention	Police/Firefighters \$ 600,000	\$ 550,000
	All Other \$ 550,000	
Specific Limit	Statutory	Statutory
Employers Liability Limit	Per Occ \$ 1,000,000	Per Occ \$ 1,000,000
Loss Fund Rate	Rate % Std Premium 175.00 %	Rate % Std Premium 175.00 %
Estimated Loss Fund	\$ 1,921,078	\$ 1,921,078
Minimum Loss Fund	\$ 1,921,078	\$ 1,921,078
Aggregate Excess Limit	\$ 1,000,000	\$ 1,000,000
Loss Limitation	All Other \$ 550,000	\$ 550,000
	Police/Firefighters \$ 600,000	
Premium Rate	Rate % Std Premium 8.56 %	Rate % Std Premium 8.92 %
Deposit Premium	\$ 93,968	\$ 97,920
Minimum Premium	\$ 89,270	\$ 93,024
Commission	Net 0.00 %	Net 0.00 %
Pay Plan	ANNUAL PAYMENT	ANNUAL PAYMENT

\*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

**Safety National Casualty Corporation**  
**1832 Schuetz Road**  
**St. Louis, MO 63146**

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	REGIONS INSURANCE	ATTN:	Ms. Barbara Carter
PHONE:	(479) 785-5222	FAX:	(479) 783-1449
FROM:	B. Scott Brickson	DATE:	11/17/2014

**EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION**

Name of Risk: <b>CITY OF FORT SMITH</b>	
Account: 6015848 Previous Policy Number: AGC4050089	
	Specific & Aggregate Excess

Contract Terms		Option 1026869822
Liability Period		01/01/2015 - 01/01/2016
Payroll Reporting Period		01/01/2015 - 01/01/2016
Payroll		\$ 41,285,715
Manual Premium		\$ 1,097,759
Experience Modification Factor		1.000
Standard Premium		\$ 1,097,759
Self-Insured Retention		\$ 500,000
Specific Limit		Statutory
Employers Liability Limit	Per Occ	\$ 1,000,000
Loss Fund Rate	Rate % Std Premium	170.00 %
Estimated Loss Fund		\$ 1,866,190
Minimum Loss Fund		\$ 1,866,190
Aggregate Excess Limit		\$ 1,000,000
Loss Limitation		\$ 500,000
Premium Rate	Rate % Std Premium	9.69 %
Deposit Premium		\$ 106,373
Minimum Premium		\$ 101,054
Commission	Net	0.00 %
Pay Plan		ANNUAL PAYMENT

\*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

**Safety National Casualty Corporation**  
**1832 Schuetz Road**  
**St. Louis, MO 63146**

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	REGIONS INSURANCE	ATTN:	Ms. Barbara Carter
PHONE:	(479) 785-5222	FAX:	(479) 783-1449
FROM:	B. Scott Brickson	DATE:	11/17/2014

**EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION**

**Endorsements:**

**General Endorsements applicable to all quote options:**

0385 02 0908 (XWC) 90-DAY NOTICE OF CANCELLATION TO EMPLOYER

1061 10 1207 (XWC) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ARKANSAS MANDATORY ENDORSEMENT(S), IF APPLICABLE

**Option 1026870746**

0556 02 0108 (XWC) SELF-INSURED RETENTION PER OCCURRENCE

0557 00 1092 (XWC) SELF-INSURED RETENTION PER OCCURRENCE - POLICE OFFICERS & DRIVERS

**Comments:**

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.
2. Included in our quote are the MAP Client Services. These resources consist of both risk control and claim services including: Safety Essentials On-line; Workers' Comp Kit; Safety Training Source; and Best Doctors Catcare and Ask Best Doctors programs - which provide in-depth case review by world renowned doctors.
3. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

# *Arkansas Workers' Compensation Commission*

## **OUTSTANDING PERFORMANCE AWARD PRESENTED TO:**

**City of Fort Smith**

**In appreciation of their dedication and professionalism by earning a perfect score under  
Commission Rule 099.39 for the year 2013.**



*A. Watson Bell*

A. Watson Bell, Chairman

*Karen H. McKinney*

Karen H. McKinney, Commissioner

*P. Hood*

Philip A. Hood, Commission



**Workers' Compensation Fund (1119)**

**Statement of Revenues, Expenses and Changes in Fund Net Assets  
For the Period Ended October 31, 2014**

	<b>2014 MONTH TO-DATE</b>	<b>2014 YEAR TO-DATE</b>	<b>2013 YEAR TO-DATE</b>
<b>Revenue</b>			
City Contributions	\$ -	\$ 817,000	\$ 798,750
Interest Earned	(72)	2,605	1,744
Reinsured /recovery	-	-	-
Transfer From Other Funds	-	-	-
<b>Total Revenue</b>	<b>\$ (72)</b>	<b>\$ 819,605</b>	<b>\$ 800,494</b>
<b>Expenses</b>			
Insurance Premiums	\$ -	\$ 140,314	\$ 52,690
Administrative	-	-	-
Transfer to Claims Account	38,234	240,929	875,871
Transfer to Other Funds	-	-	454,000
Self Insurer Tax	-	36,298	38,767
<b>Total Expenses</b>	<b>\$ 38,234</b>	<b>\$ 417,540</b>	<b>\$ 1,421,328</b>
<b>Change in Net Assets</b>	<b>\$ (38,306)</b>	<b>402,064</b>	<b>(620,834)</b>
Net Assets, January 1, 2014		17,205	634,529
<b>Net Assets, October 31, 2014</b>		<b>\$ 419,269</b>	<b>\$ 13,695</b>

**Composition of Net Assets**

Cash	\$ -
Interest Receivable	-
Accounts Receivable	-
Due from Investment Fund	1,058,897
Prepaid Payable	-
Deposits - Paying Agent Checking Account	31,268
Vouchers Payable	-
Claims Payable	(670,896)
<b>Net Assets, October 31, 2014</b>	<b>\$ 419,269</b>



CENTRAL ADJUSTMENT COMPANY, INC.  
*in the Territory since 1932"*

October 6, 2014

Mr. Richard Jones  
City of Fort Smith  
623 Garrison Avenue, Room 310  
Fort Smith, AR 72901

Re: Renewal—Claims Service Agreement

Dear Mr. Jones:

This correspondence serves to acknowledge the renewal of the Claims Service Agreement between Central Adjustment Company, Inc. and City of Fort Smith for the period January 1, 2015 and ending on December 31, 2015.

The terms of the underlying contract will continue as written ending December 2015, and thereafter shall be renewed for successive twelve (12) month periods unless written notice to terminate by one of the parties hereto is given not less than thirty (30) days prior to the anniversary date for which would otherwise renew.

Please note there is an increase of \$1836.25 which reflects our first increase since 1-1-2010. In addition, if the City of Fort Smith elects to participate in the ISO indexing system, an addendum will follow. The cost annually for this service will be an additional \$250.00 per year, with an individual charge per file of \$9.75.

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

Sincerely,

A handwritten signature in black ink that reads 'Ann Goodbar'. The signature is written in a cursive, flowing style.

Ann Goodbar  
TPA Services Coordinator/Supervisor  
Central Adjustment Company, Inc.  
P. O. Box 25068  
Little Rock, AR 72221-5068  
(501) 492-7872 Fax: 501-492-4395

# **CENTRAL ADJUSTMENT COMPANY, INC.**

## **SERVICE AGREEMENT FOR ADMINISTRATION OF A WORKERS COMPENSATION SELF-INSURANCE PROGRAM**

AGREEMENT entered into this 1<sup>st</sup> day of January 1, 2015, Central Adjustment Company, Inc. (CAC) and City of Fort Smith, Arkansas. This agreement supersedes any and all prior agreements, whether written or oral, between parties. All prior agreements are void.

### **RECITALS**

1. CLIENT self-insures its workers compensation risk and desires to have CAC provide specific services in connection with such self insurance program.
2. CAC is willing to provide such services on the terms and conditions hereinafter stated

### **AGREEMENT**

1. Services to Be Performed by CAC: CAC agrees to perform the following services:
  - A. With regard to CLAIMS ADMINISTRATION CAC shall:
    - (1) Review all claim and loss reports received from CLIENT during the term of this Agreement and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
    - (2) Conduct an investigation of each reported claim or loss under subparagraph (1) above (hereinafter referred to as a "qualified claim or loss") to the extent deemed necessary by RCM in the performance of its obligations hereunder;

- (3) Arrange for independent investigators or medical or other experts to the extent deemed necessary by CAC in connection with the processing of any qualified claim or loss;
- (4) Pay medical and death benefits, temporary or permanent disability compensation and other losses and expenses, but only with prior approval of CLIENT;
- (5) Perform reasonable and necessary administrative and clerical work in connection with qualified claims or losses including the preparation of checks bearing the name of the CLIENT and drawn on the accounts established pursuant to Paragraph 2F below;
- (6) Maintain a file for each qualified claim or loss which shall become property of CLIENT and which shall be available for review by CLIENT at any reasonable time;
- (7) Notify excess insurers of all qualified claims or losses with values that may exceed CLIENT'S retention, and, if requested by CLIENT in writing, provide such insurers with necessary information on the current status of those claims or losses unless relieved of this obligation by CLIENT pursuant to paragraph 2A;
- (8) Assist in connection with CLIENT'S selection of counsel to defend qualified claims or losses, if requested by CLIENT;
- (9) Assist CLIENT'S counsel, if requested, in preparing the defense of litigated cases, negotiating settlements and pursuing subrogation or contribution actions;
- (10) Monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers as may be appropriate in the judgment of CAC;
- (11) As CLIENT directs, assist in interpreting medical reports to consider the circumstances under which an ill or injured employee who desires to do so could return to work in the shortest period of time;

- (12) Assist CLIENT in arranging for rehabilitation or retraining of employees in appropriate cases;
- (13) Maintain a current estimate of the expected total cost of each qualified claim or loss;
- (14) Use computer programs to furnish to CLIENT selected loss and information reports either monthly, quarterly, or annually which are entitled;
  - (a) Claim and Expense Report (quarterly)
  - (b) Transaction Register (monthly)
  - (c) Claim Cost Analysis (quarterly)
  - (d) State Reports (as needed)
  - (e) Large Claim Status Report (quarterly)

These reports shall contain such information as incident date, condensed incident description, other identifiers, payments made, estimated future costs and total expected costs or claims or losses as well as summary and other data deemed relevant by CAC; but not IBNR (incurred but not reported) claims or actuarially developed loss values;

- (15) Annually report federal, state, and local 1099 information under CLIENT'S tax identification numbers, when CLIENT has provided all required IRS authorizations, for vendor payments issued by CAC on bank accounts owned by CLIENT, but not for payment authorizations when CAC does not issue the checks;
- (16) Provide narrative reports of major or litigated claims, if requested by CLIENT;
- (17) Provide claims forms and other forms believed by CAC to be appropriate for the efficient operation of the self-insurance program.
- (18) Return to CLIENT all claim files that have been closed for over five years; or CAC will have the files and their contents confidentially destroyed.

- B. With regard to MEDICAL CONTROL, CAC shall:
1. Assist CLIENT, where State rules and regulations permit, in the selection of a panel of physicians or other providers of health care to initially treat employees and a panel of medical specialists to provide long term or specialty care;
  2. Consult with CLIENT in order to develop ways to use any in-house dispensary or other medical facility more effectively.
- C. With regard to EMPLOYEE COUNSELING, CAC shall:
- (1) Assist CLIENT directs, provide information to ill or injured employees regarding the benefits available under the self-insurance program and counsel and such employees who wish to obtain the assistance of third parties in dealing with the problems arising out of work-relates illness or injuries;
  - (2) If CLIENT requests, consult with employee groups in regard to specific aspects of the self-insurance program
  - (3) Assist CLIENT in developing policies and procedures to ensure that an employee's return to work or reassignment is not inconsistent with any findings of an appropriate state administrative agency.
- D. With regard to PROGRAM DEVELOPMENT, CAC shall, upon CLIENT'S request:
- (1) Consult with key personnel of CLIENT on the establishment of and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of CLIENT;
  - (2) Participate in the orientation of CLIENT personnel who are directly or indirectly involved in the processing of qualified claims or losses;
  - (3) Provide information from time to time on changes or proposed changes in certain legislation, regulations or rules affecting the responsibility of CLIENT;

- (4) Review the development of the self-insured program periodically with representatives of CLIENT in order to identify problems and recommend corrective action.
- E. CAC shall also furnish appropriate renewal applications and, upon CLIENT's request, shall file all periodic reports and renewal applications required by state administrative agencies to maintain the self-insured program.
- F. CAC shall not provide any risk control services.

## 2. OBLIGATIONS OF CLIENT

- A. CLIENT shall provide CAC with excess insurance information for the policy years necessary for proper notification of applicable claims to such insurers by CAC.
- B. CLIENT shall provide to CAC a service fee which, in the initial period of this Agreement, shall be computed and payable as follows:  
  
Flat annual fee of \$41,513.58, payable in two (2) semi-annual installments of \$20,756.79. This includes one (1) online access to CAC claims management system for CLIENT.
- C. Should CLIENT close, discontinue, remove from program or otherwise dispose of any of its facilities included in this agreement CAC and CLIENT shall agree on service fees for continuing the processing and management of existing and new claims received from such facilities. If agreement cannot be reached, all claims from such facilities will be returned immediately to CLIENT and CAC shall have no further responsibility for them.
- D. Subject to the provision of section 5 below, the amount and schedule for payment of the service fee to be paid to CAC in any subsequent period shall be specified in accordance with section 10 of the Agreement.

- E. CLIENT shall at all times provide funds adequate for the payment of qualified claims or losses and of allocated loss expenses. For purposes of this Agreement, allocated loss expenses shall mean all costs, charges or expenses of third parties incurred by CAC, its agents or its employees which are properly chargeable to a qualified claim or loss, including, court costs, fees and expenses of attorneys, investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents and photographs.
- F. CLIENT shall deposit such funds in a bank account or accounts established by and belonging to CLIENT. CLIENT shall have full responsibility for the care, custody and control of such account or accounts, but shall arrange for CAC to write checks on the account or accounts for use in the payment of CLIENT'S qualified claims and losses. Such funds shall be provided at the inception of the self-insurance program and replenished promptly from time to time thereafter.
- G. CAC shall have full discretion to make any individual discretionary payment of up to \$0 on any qualified claim or loss and shall not need the approval of CLIENT to make such payments. This amount may be changed at any time by CLIENT upon ten (10) days prior written notice to CAC. It is agreed that CAC shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of qualified claims or losses within the limit established by this paragraph.
- H. CAC shall have full discretion to redeem, compromise or settle any qualified claim or loss for an amount not to exceed \$0 on any qualified claim or loss and shall not need the approval of CLIENT to consummate such settlements. This amount may be changed at any time upon ten (10) days prior written notice to CAC. Failure of CAC to settle a qualified claim or loss within such limit, however, shall not subject CAC to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such claim or loss for an excess of such limit.
- I. It is expressly understood that CAC shall not be required to advance its own funds to pay losses or allocated loss expenses hereunder. It is further understood that if CLIENT fails to provide funds sufficient to allow required payments to be made timely, CAC will have no obligation to perform any further services and may terminate this Agreement upon three (3) days written notice.

- J. Should CLIENT fail to make timely payments of the service fees due CAC or in any other way breach this Agreement, and such failure to pay or breach continues more than twenty (20) days following notice of such failure or breach, CAC shall then have the right to refuse to perform any further services. If CAC elects to exercise its rights under this paragraph, in addition to all other legal remedies, CAC will have the right to its full minimum fee, if any, as well as other fees for which CAC may be eligible.

**3. DISCONTINUANCE OF OPERATIONS:**

Should CLIENT discontinue its business for any reason, all fees due CAC shall be paid immediately. CAC shall have no further obligation to continue to provide the services called for in this Agreement and this Agreement shall be considered terminated as of the date CLIENT ceases operations or files for bankruptcy.

**4. GEOGRAPHIC LIMITATIONS:**

This Agreement shall cover operations of CLIENT in the State of Arkansas, with locations in Fort Smith, Arkansas.

**5. TERM OF AGREEMENT AND CANCELLATION.**

- A. The term of this Agreement shall be for a period commencing on January 1, 2015 , and ending on December 31, 2017, and thereafter shall be renewed for successive twelve month periods, unless cancelled in accordance with paragraph 5B.
- B. This agreement may be cancelled by either party at the end of the initial term or any successive twelve (12) month periods thereafter provided that written notice of such cancellation is received by the other party not less than sixty (60) days prior to the anniversary date of this Agreement.

- C. If requested by CLIENT, CAC will continue to process any qualified claims or losses remaining open at the cancellation of this Agreement and any claims that reopen after such cancellation plus any other claims received that have occurrence dates that fall within the period or periods of this Agreement, provided that the CLIENT shall continue to make adequate funds available for the payment of such qualified claims or losses and any allocated loss expenses connected with qualified claims or losses. The additional fee for this service shall be negotiated and agreed upon prior to the effective date of cancellation.
- D. Upon cancellation of this Agreement, CAC shall deliver, at CLIENT'S sole cost, the files CAC has maintained for qualified claims or losses except those CAC will continue to process (but not including any computer hardware, firmware, software, or other proprietary information of CAC). If CLIENT does not agree to accept these files, they will be retained or destroyed at CAC's option and CLIENT shall have no recourse against CAC for failure to retain them.

**6. PRACTICE OF LAW:**

It is understood and agreed that CAC will not perform, and CLIENT will not request performance of, any services which may constitute the unauthorized practice of law.

**7. INDEMNIFICATION:**

- A. CLIENT agrees to indemnify, hold harmless, and defend CAC, its directors, officers, members, employees and agents and its parent affiliate companies and their directors, officers, members, employees and agents from and against any and all liabilities, loss, or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the acts of omissions of CLIENT in its performance under this Agreement.

- B. CAC agrees to indemnify, hold harmless, and defend CLIENT, its directors, officers, members, employees and agents from and against any and all liabilities, loss, or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the acts of omissions of CAC, its employees, agents or servants in connection with this Agreement, provided that such acts or omissions do not arise out of or relate to compliance by CAC with instructions, procedures or forms supplied by CLIENT or any of its members.

**8. NOTICES:**

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to David McCullough in the case of Central Adjustment Company, P. O. Box 25068, Little Rock, Arkansas 72221-5068, and For City of Fort Smith: Mr. Richard Jones-Director of Human Resources, City of Fort Smith, P. O. Box 1908, Fort Smith, AR 72202.

**9. SUCCESSORS:**

This Agreement shall be binding upon and shall inure to the benefit of all transferees, assigns and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of the other party.

**10. ENTIRE AGREEMENT AND MODIFICATION OR AMENDMENT:**

This Agreement represents the full and final understanding of the parties with respect to all subject matter described herein and superseded any and all prior agreements or understandings, written or oral, express or implied. Except as otherwise provided in paragraphs 2G and 2H (not used for voucher accounts), this Agreement may be modified or amended only by a written statement signed by both parties.

**11. APPLICABLE LAW:**

The terms and conditions of this Agreement shall be governed by the laws of the State of Arkansas.

**12. HEADINGS:**

Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**13. CONFIDENTIAL INFORMATION:**

Any payroll information or other technical or business information (information) furnished or disclosed hereunder, is the property of CLIENT and shall be deemed confidential to CLIENT and shall be returned to CLIENT at the conclusion of this Agreement or shall be destroyed. CAC shall be obligated to keep confidential all such information unless such information is generally known to the public, is subsequently made known to the public or is necessary to be disclosed in the performance of this Agreement in which event CAC is free from any obligation to keep such information confidential.

**14. RELATIONSHIP:**

CAC shall exercise full control and direction over the subcontractors and employees of CAC performing the work covered by this Agreement. Neither CAC nor its employees, agents or subcontractors shall be employees of CLIENT. It is understood that CAC is an independent contractor for all purposes and at all times CAC is wholly responsible for withholding and payment of all federal, state and local income and other payroll taxes with respect to its employees.

**15. NON-DISCRIMINATION:**

CAC shall comply at its own expense with the provisions of all applicable state and municipal requirements and with all the state and federal laws and regulations applicable to the service provided hereunder and to RCM as an employer of labor. CAC agrees not to discriminate against any employer or applicant for employment because of race, color, religion, sex, age, national origin or handicap.

**16. AUDIT:**

CLIENT shall have the right to audit any of its claim files in the possession of CAC at any time during normal business hours.

**17. MEDICARE SETASIDE REPORTING**

CAC offers MMSEA Section III reporting on behalf of their clients via established electronic data interface feeds direct to Centers for Medicare and Medicaid Services (CMS).

A third party vendor currently provides this service to the CLIENT.

Fees and consideration for this service are not included or described in this contract.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement executed on the date first above written.

**CITY OF FORT SMITH**

**CENTRAL ADJUSTMENT  
COMPANY, INC.**

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

By: John D. McCullough

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

Title: Pres.

Date: \_\_\_\_\_

Date: Oct 6, 2014

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

A RESOLUTION APPROVING A CONTRACT WITH DAILY & WOODS,  
P.L.L.C. FOR GENERAL LEGAL SERVICES FOR 2015

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

The legal services agreement with Daily & Woods, P.L.L.C. for general legal  
services for 2015 attached hereto is hereby approved. The Mayor is hereby  
authorized to execute said agreement on behalf of the city.

THIS RESOLUTION PASSED THIS \_\_\_\_\_ DAY OF December, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**LEGAL SERVICES AGREEMENT**

This Legal Services Agreement made the \_\_\_ day of \_\_\_\_\_, 2014, between the City of Fort Smith, Arkansas, a municipal corporation (“City”), acting by and through its authorized officers, and Daily & Woods, P.L.L.C., of 56 South 6<sup>th</sup> Street, Fort Smith, Arkansas (“Attorney”).

WHEREAS, pertinent portions of Act 636 of the 1989 Acts of Arkansas (also contained within Fort Smith Code of Ordinances § 2-182) require annual notice of solicitation of bids for professional services, including, but not limited to, legal services, and,

WHEREAS, such notice has been duly published and a Statement of Qualifications and Performance Data has been received by the City from all persons or firms who desire to be considered by the City at the time the City enters into any contract for professional legal services throughout the year 2015, and,

WHEREAS, the City, having received and reviewed such Statement of Qualifications and Performance Data from the law firm of Daily & Woods, P.L.L.C., and the City having determined that said firm is the most qualified and capable in handling the legal services for the City, does hereby enter into this Agreement for the use of and compensation of such legal services, to-wit:

**SECTION ONE**

City retains Daily & Woods, P.L.L.C., to act as attorney for the City and to render to the City and its authorized officers all legal advice and to represent City and its authorized officers as provided in Fort Smith Code of Ordinances §§ 2-112, 2-113, and 2-114. The legal advice and services may include any or all of the following: the drafting and/or reviewing of all contracts,

bid documents, resolutions and ordinances; planning department advice; development applications; rezonings; comprehensive plan amendments; variances; site plans; the preparation and handling of hearings or trials involving or affecting the City or its governing body or employees; the presentation of any requested seminars for the City's police department; attendance at regular and specially called meetings of the City's governing body and any other meetings where attendance is requested; leases and real estate matters, including, but not limited to, issues involving eminent domain; enforcement of cleanup liens; advising when requested on finance and purchasing issues; matters regarding Arkansas' Freedom of Information Act; solid waste; code enforcement; building department; employment and personnel issues; and, when requested, prosecuting on behalf of the City in District or Circuit Court.

#### SECTION TWO

City and Attorney accept the compensation schedule as outlined in Exhibit "1" to this Agreement.

#### SECTION THREE

As compensation in full for all services to be rendered by Attorney under and pursuant to this Agreement, City shall pay to Attorney for Attorneys' services such compensation as is set forth in detail in the letter attached hereto as Exhibit "1" and incorporated herein by reference.

#### SECTION FOUR

This Agreement shall terminate on December 31, 2015. This Agreement may also be terminated at any time after date of execution of this Agreement after written notice from either party to the other party.

#### SECTION FIVE

This Agreement shall be governed by, construed, and enforced in accordance with the law of Arkansas.

SECTION SIX

This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION SEVEN

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

SECTION EIGHT

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Each party has caused this Agreement to be executed at Fort Smith, Arkansas, on the date indicated below.

Dated this \_\_\_ day of \_\_\_\_\_, 2014.

City of Fort Smith, Arkansas

Daily & Woods, P.L.L.C.

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

By: \_\_\_\_\_  
Authorized Representative

## **EXHIBIT “1” TO LEGAL SERVICES AGREEMENT**

**2015 Billing Rate: \$140.00 per hour – Attorney Services**

**2015 Billing Rate: \$50.00 per hour – Paralegal Services**

1. Except as provided in 2 below, compensation for services shall be on a time spent basis at the rates indicated. Time shall be kept in increments of .1 per hour. Monthly bills shall be presented generally in the attached form, and the City may reasonable request additional separate billings by project or other categories as to which separately maintained and billed time would be convenient for the City. Additionally, all actual expenses incurred, e.g., copying, postage, long distance phone calls, travel, etc., are to be reimbursed to Daily & Woods, P.L.L.C., by the City.
  
2. Compensation for legal services provided by attorney on City bond issues will be negotiated through the City’s selected bond counsel for the individual bond issue. Compensation for legal services provided by attorney to protect the interests of the City in bond issues requested by third parties (i.e., industrial development revenue bond issues) will be negotiated by attorney directly with and paid by the third party requester.

# DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY  
ATTORNEYS AT LAW

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

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

JAMES E. WEST

OF COUNSEL

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

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

WRITER'S E-MAIL ADDRESS  
JCanfield@DailyWoods.com

November 4, 2014

OFFICE OF THE CITY CLERK

RECEIVED

11-4-14 HD

CITY OF FORT SMITH, ARKANSAS

Ms. Sherri Gard  
City Clerk  
City of Fort Smith  
623 Garrison Avenue, Room 303  
P.O. Box 1908  
Fort Smith, AR 72902

Re: Statement of Qualifications and Performance Data for Legal Services - 2015

Dear Ms. Gard:

We note the City's recent advertisement for receipt of "Statement of Qualifications and Performance Data" for professional services, including legal services, for the year 2015. On behalf of the firm of Daily & Woods, P.L.L.C., we respectfully request that the information in this letter and its attachments be filed as our "Statement of Qualifications and Performance Data" and be considered by the City for the year 2015.

We are enclosing a description of the educational and professional experience of the attorneys in the firm in the form of the most current publication of Martindale-Hubbell Law Directory, a national register of attorneys. All of the attorneys in our office are licensed as attorneys in the State of Arkansas and are actively engaged in the practice of law in the City of Fort Smith. The legal experience of the lawyers in our firm ranges from more than forty years of practice to others who have only recently commenced their legal practice. Because of our providing legal services to the City in the immediate past, all of the attorneys in our office have experience in areas of law material to the representation of the City, and some of the lawyers in our office are among those most experienced in the State of Arkansas in the areas of municipal corporation law.

As you know and as the records of the City reflect, the lawyers of this firm have provided legal services to the City since the adoption of the city administrator form of government in Fort Smith in the late 1960s. Mr. Rick Wade, with the assistance of other lawyers, provided services as District Court prosecutor from 1992, until 2007, when the City retained other lawyers to provide that function "in house." Mr. Wade has continued to provide "back up" assistance to the City's retained prosecutor. We believe that this experience gives us valuable insight to the areas of law with which the City must deal and insight into the ongoing activities of the City. We believe such insight creates substantial efficiencies in our providing legal services for the City. We also note our firm's continued, direct involvement in some of the more significant capital improvements projects undertaken by the City in the past several years. The City continues to

expend substantial sums on major capital projects, including streets and major utility facility expansions. We believe our experience from past involvement in said projects makes us uniquely qualified to continue to provide legal services to the City.

We look forward to continued service to the City and an opportunity to discuss and amplify on the information in this letter at your request.

The firm values the City as a very important client. All of our lawyers have the commitment to make ourselves available for the legal needs of the City. Please feel free to have your staff members call on any of the attorneys in the office for the performing of legal services.

So there is certainty regarding responsibility, we do note the following attorneys generally provide the following types of services for the City (again, please feel free to call any of the attorneys):

Jerry L. Canfield - Overall responsibility; general availability for immediate consultation by City staff; attending Board meetings; general litigation;

Wyman R. Wade, Jr. - Supplemental District Court Prosecutor's duties and Police Department civil rights litigation; general availability for immediate consultation by City staff;

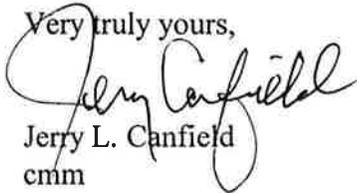
Douglas Carson and Colby Roe - workers' compensation; employment litigation; general availability for project and litigation matters;

Robert R. Briggs - eminent domain and construction project consultations; employment litigation; general availability for immediate consultation by City staff; and,

Tom Daily and Michael Daily - general property law matters.

Thank you for your attention to this matter.

Very truly yours,



Jerry L. Canfield  
cmm

Enclosures

cc: Mr. Ray Gosack  
Ms. Kara Bushkuhl



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### Jerry L. Canfield

Jerry Lee Canfield has practiced with Daily & Woods, P.L.L.C., in Fort Smith, Arkansas, since graduating from the University of Arkansas School of Law in 1970. His civil law practice continues to focus on client advice, trials and appellate representation in municipal law, oil, gas and mineral law, and general civil litigation representing individual and business entity clients of the firm.

Member  
Daily & Woods, P.L.L.C.  
Fort Smith, AR U.S.A.  
<http://www.dailywoods.com>

Phone 479-782-0361

#### Peer Rating

5.0/5.0  
AV® Preeminent™

#### Client Rating

5.0/5.0  
Submit a review

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#### Experience & Credentials

#### Ratings & Reviews

#### Practice Areas

- Litigation
- Appellate Practice
- Natural Resources Litigation
- Municipal Law
- Insurance Defense Law

**Contact Info** Telephone: 479-782-0361  
Fax: 479-782-6160  
<http://www.dailywoods.com>

**University** University of Arkansas, B.A. In Arts, 1968

**Law School** University of Arkansas, Law, 1968; University of Arkansas, J.D., summa cum laude, 1970

**Admitted** 1970, Arkansas; U.S. Court of Appeals, Eighth Circuit

**Memberships** Sebastian County, Arkansas and American Bar Associations; Arkansas Association of Defense Counsel.

**Born** Fayetteville, Arkansas, May 29, 1946

**Biography** Case Editor, Arkansas Law Review, 1969. Instructor, Torts, University of Arkansas at Fayetteville Law School, 1974-1975. City Attorney, Fort Smith, Arkansas, 1974-.

**ISLN** 908566660

#### Office Information

Jerry L. Canfield  
Daily & Woods, P.L.L.C.  
58 South 6th Street  
Fort Smith, AR 72902



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### Thomas A. Daily

Thomas A. Daily is a member of the Fort Smith, Arkansas, firm, Daily & Woods, P.L.L.C. He practices primarily in the area of oil, gas and mineral law, including title examination, administrative proceedings and mineral litigation. He is also an adjunct professor of law at the University of Arkansas School of Law, teaching classes titled "Oil and Gas Regulation and Agreements" and "Oil and Gas Title Examination."

Member  
Daily & Woods, P.L.L.C.  
Fort Smith, AR U.S.A.  
<http://www.dailywoods.com>

Phone 479-782-0361

#### Peer Rating

**5.0/5.0**  
AV® Preeminent™

#### Client Rating

**N/R**

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#### Experience & Credentials

#### Ratings & Reviews

#### Office Information

#### Practice Areas

- Natural Resources
- Estate Planning Law
- Commercial Law

Thomas A. Daily  
Daily & Woods, P.L.L.C.  
58 South 6th Street  
Fort Smith, AR 72902

**Contact Info** Telephone: 479-782-0361  
Fax: 479-782-6160  
<http://www.dailywoods.com>

**University** University of the South, B.A., 1967

**Law School** University of Arkansas, J.D., with honors, 1970

**Admitted** 1970, Arkansas

**Memberships** Sebastian County, Arkansas (President, 2003-2004) and American Bar Associations.

**Born** Fort Smith, Arkansas, January 8, 1946

**Biography** Co-Author: "Well Now, Ain't That Just Fugacious, A Basic Primer of Arkansas Oil & Gas Law"; "Lawyering the Fayetteville Shale Play—Welcome to My World," 44 Ark. Law 10 (Spring 2009). Adjunct Professor of Law, Varsity of Arkansas School of Law.

**ISLN** 908047404



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### Wyman R. Wade, Jr.

Wyman R ("Rick") Wade, Jr., is a member of the Fort Smith, Arkansas, firm of Dally & Woods, PLLC. While his is a general practice of law, he practices primarily in the areas of municipal, employment, and collection law. He has been an adjunct professor of the Legal Environment of Business Law at the University of Arkansas Fort Smith since 2005.

Member  
Dally & Woods, P.L.L.C.  
Fort Smith, AR U.S.A.  
<http://www.dailywoods.com>

Phone 479-782-0361

#### Peer Rating

4.6/5.0  
AV® Preeminent™

#### Client Rating

N/R

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#### Experience & Credentials

#### Ratings & Reviews

#### Office Information

#### Practice Areas

- Employment Law
- Municipal Law
- Family Law
- Collections

Wyman R. Wade, Jr.  
Daily & Woods, P.L.L.C.  
58 South 6th Street  
Fort Smith, AR 72902

**Contact Info** Telephone: 479-782-0361  
Fax: 479-782-6160  
<http://www.dailywoods.com>

**University** University of Georgia; Florida State University, B.A., 1969; University of Arkansas, M.A., 1975

**Law School** University of Arkansas, J.D., with honors, 1979

**Admitted** 1979, Arkansas

**Memberships** Sebastian County (President, 1993-1994), Arkansas and American Bar Associations; The Association of Trial Lawyers of America.

**Military** With U.S. Air Force, 1970-1973

**Born** Jacksonville, Florida, September 7, 1946

**Biography** Pi Sigma Alpha; Phi Alpha Delta. Editor-in-Chief, Arkansas Law Review, 1978-1979. Member, Arkansas Board of Bar Examiners, 1989-1995. City Prosecuting Attorney, Fort Smith, Arkansas, 1993-2007. Adjunct Professor, University of Arkansas, Fort Smith, 2005—.

**ISLN** 903024417



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### Douglas M. Carson

Mr. Carson's practice includes personal injury, insurance, commercial, oil and gas, worker's compensation defense, and employment litigation. He also handles commercial transactions. He has represented parties in federal and state courts, workers' compensation and EEOC proceedings, and mediations. He has been the Director of Legal Writing and Appellate Advocacy at the Univ. of Arkansas School of Law. He has been a frequent presenter at professional seminars. Fellow Arkansas attorneys selected him as a Mid-South Super Lawyer, an honor limited to five percent of the attorneys in a state.

Member  
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Fort Smith, AR U.S.A.  
<http://www.dailywoods.com>

Phone 479-782-0361

#### Peer Rating

4.4/5.0  
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#### Client Rating

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#### Experience & Credentials

[Ratings & Reviews](#)

#### Practice Areas

- Insurance
- Products Liability
- Workers Compensation
- Intellectual Property
- Employment Discrimination Defense
- Commercial Litigation
- Natural Resources

**Contact Info** Telephone: 479-782-0361  
Fax: 479-782-6160  
<http://www.dailywoods.com>

**University** University of Arkansas, B.A., 1979

**Law School** University of Arkansas, J.D., 1982

**Admitted** 1983, Arkansas

**Memberships** Sebastian County, Arkansas and American Bar Associations; Defense Research Institute, Inc.; Arkansas Association of Defense Counsel.

**Born** Fort Sill, Oklahoma, February 7, 1955

**Biography** Member, National Moot Court Team, 1980. Student Works Editor, Arkansas Law Review, 1981-1982. Director, Legal Writing & Appellate Advocacy, University of Arkansas School of Law, 1982-1983.

**ISLN** 908509179

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**Profile Visibility** :  
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#### Office Information

Douglas M. Carson  
Daily & Woods, P.L.L.C.  
58 South 6th Street  
Fort Smith, AR 72902



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## Robert R. Briggs

Licensed to practice law in Arkansas and Oklahoma, Robert R. Briggs, is a member of Daily & Woods, PLLC. Mr. Briggs' law practice encompasses issues related to corporations and other entities, mergers and acquisitions, contract formation and performance, real estate, natural resources, construction, banking, bankruptcy, collections and estate planning.

Member  
Daily & Woods, P.L.L.C.  
Fort Smith, AR U.S.A.  
<http://www.dailywoods.com>

Phone 479-782-0361

### Peer Rating

N/R

### Client Rating

N/R

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### Experience & Credentials

#### Practice Areas

- General Practice
- Real Estate
- Natural Resources
- Litigation
- Business Law
- Estate Planning
- Contract Law

**Contact Info** Telephone: 479-782-0361  
Fax: 479-782-6160  
<http://www.dailywoods.com>

**University** Providence College, B.A., cum laude, 1992

**Law School** University of Arkansas, J.D., 2001

**Admitted** 2001, Arkansas; 2002, Oklahoma

**Memberships** Washington County, Arkansas and Oklahoma Bar Associations; Arkansas Realtor's Association.

**Born** Edmond, Oklahoma, October 23, 1966

**Biography** Delta Theta Phi. Articles Editor, Arkansas Law Review, 2000-2001. Author: "Aycock Pontiac, Inc. v. Aycock: Express Trust Terms Beware-Implied Reversions are Here," 53 Ark.L.Rev. 885. Adjunct Professor, University of Arkansas, Fort Smith.

**ISLN** 916493644

#### Profile Visibility

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### Office Information

Robert R. Briggs  
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### C. Michael Daily

C. Michael Daily is a member of the Fort Smith, Arkansas, firm, Daily & Woods, PLLC. He practices primarily in the area of oil, gas and mineral law, including title examination and mineral litigation. He also practices in the area of estate planning, contract law, business law, real estate law, and collection law.

Member  
Daily & Woods, P.L.L.C.  
Fort Smith, AR U.S.A.  
<http://www.dailywoods.com>

Phone 479-782-0361

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5.0/5.0  
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#### Experience & Credentials

#### Ratings & Reviews

#### Office Information

#### Practice Areas

- Natural Resources
- Oil and Gas Law
- Collections
- Business Law
- Probate
- Estate Planning

**Contact Info** Telephone: 479-782-0361  
Fax: 479-782-6160  
<http://www.dailywoods.com>

**University** Hendrix College, B.A., Economics/Business, 1999; University of Arkansas at Little Rock, M.B.A., 2002

**Law School** University of Arkansas at Little Rock, J.D., 2005

**Admitted** 2005, Arkansas; 2006, Oklahoma; 2011, North Dakota and Wyoming

**Memberships** Sebastian County, Arkansas, Oklahoma, North Dakota, Wyoming and American Bar Associations.

**Born** Fort Smith, Arkansas, March 10, 1977

**ISLN** 918809573

C. Michael Daily  
Daily & Woods, P.L.L.C.  
58 South 6th Street  
Fort Smith, AR 72902



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### Colby T. Roe

Colby T. Roe is a member of the Fort Smith, Arkansas, firm, Dally & Woods, PLLC. His areas of practice include natural resources law, estate planning, business law, real estate law, and litigation.

**Member**  
 Daily & Woods, P.L.L.C.  
 Fort Smith, AR U.S.A.  
<http://www.dailywoods.com>

**Phone** 479-782-0361

**Peer Rating**  
 N/R

**Client Rating**  
 N/R

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#### Experience & Credentials

##### Practice Areas

- General Practice
- Natural Resources
- Litigation
- Estate Planning
- Business Law

**Contact Info** Telephone: 479-782-0361  
 Fax: 479-782-6160  
<http://www.dailywoods.com>

**University** Arkansas Tech University, B.A., cum laude, 2005

**Law School** University of Arkansas, J.D., summa cum laude, 2009

**Admitted** 2009, Arkansas

**Memberships** Sebastian County, Arkansas and American Bar Associations.

**Born** Fort Smith, Arkansas, October 15, 1983

**Biography** Associate Editor, Arkansas Law Review, 2008-2009. Author: "Arkansas Marriage: A Partnership Between a Husband and Wife, or a Safety Net for Support?" 61 Ark. L. Rev. 735.

**ISLN** 921949021

**Profile Visibility**  
 #27 in weekly profile views out of 335 lawyers in Fort Smith, Arkansas  
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#### Office Information

Colby T. Roe  
 Daily & Woods, P.L.L.C.  
 58 South 6th Street  
 Fort Smith, AR 72902



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# Memo



To: Ray Gosack, City Administrator  
From: Jeff Dingman, Deputy City Administrator  
Date: 11/21/2014  
Re: General Legal Services for 2015

---

Attached for the board of directors' consideration is a resolution authorizing a contract for general legal services for 2015. Section 2-112 of the municipal code requires the board to approve a contract for legal services prior to the first of each calendar year.

Proposals from Professional Service Providers were solicited earlier this year. Daily & Woods was the only firm to submit a proposal for general legal services. The firm has provided legal services to the city for nearly 40 years. The proposed contract with Daily & Woods for legal services in 2014 and information about the attorneys at the firm are attached. The hourly rate is proposed at \$140/hr, the same as the 2014 rate. The contract is similar to that used in previous years.

The staff recommends approval of the attached resolution. Please contact me if there are any questions regarding this agenda item.

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

A RESOLUTION ACCEPTING BID AND AUTHORIZING  
A CONTRACT WITH GAMETIME FOR A PLAYGROUND UNIT  
FOR THE NEIGHBORHOOD PARK AT FIANNA WAY

---

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

SECTION 1: The bid of GameTime for the above mentioned project is hereby  
accepted.

Section 2: The Mayor is hereby authorized to execute a contract with  
GameTime for an amount not to exceed \$108,897.50, for performing said project.

This Resolution adopted this \_\_\_\_\_ day of December, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

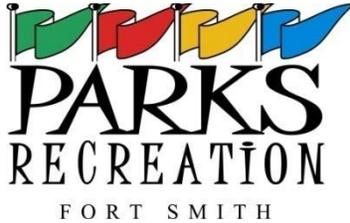
ATTEST:

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

APPROVED AS TO FORM



\_\_\_\_\_  
npr



## Memo:

November 26, 2014

To: Ray Gosack, City Administrator  
From: Jeff Dingman, Deputy City Administrator *jud*  
Re: Fianna Way Neighborhood Park Playground Unit

Neighborhood Parks are a priority in the Comprehensive Plan. The Capital Improvements Program recommended by the Parks and Recreation Commission includes the improvement of two neighborhood parks in 2015 on properties the City already owns at Texas Road and Fianna Way. The Fianna Way property is approximately 2.6 acres and was donated to the city in June of 2014 for the development of a neighborhood park. A stipulation of the donation is that development of the property must begin within two years.

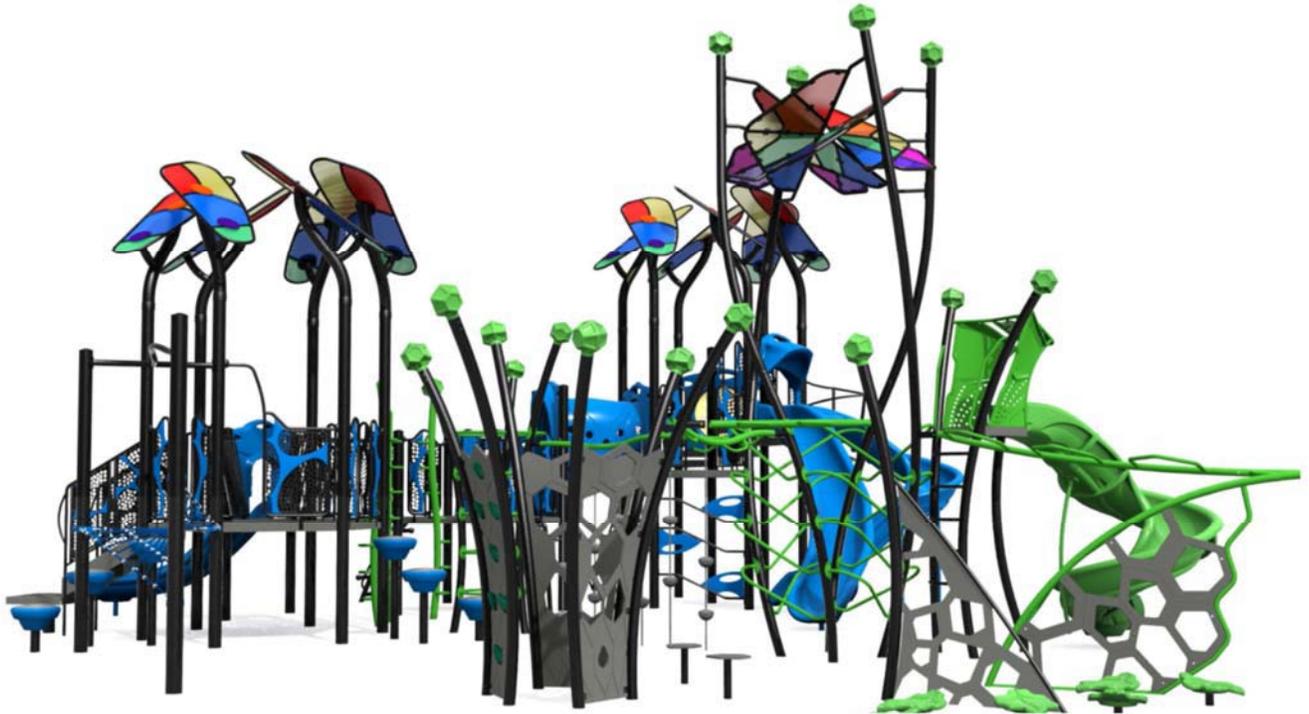
GameTime offers a “show” playground unit every year at the National Recreation and Park Association Conference at a discounted rate. The playground unit being offered this year is discounted approximately 43%. The unit targets 5 to 12 year olds and will challenge children to use upper body strength and creativity while playing. Renderings of the unit are attached. The budget amount earmarked in the CIP for neighborhood parks in 2015 is \$150,000 each. The cost of the attached unit is \$108,897.50 installed.

Additional design and development of this neighborhood park will be underway early in 2015. Staff has contacted the Fianna Way Property Owners Association and plans to work with them to raise funds toward the neighborhood park to help offset expenses.

I recommend that the Board of Directors accept the bid of Gametime for the playground unit at Fianna Way. Please contact me if you have any questions.

attachment

# Fianna Way Playground



RESOLUTION \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT SMITH POLICE DEPARTMENT AND THE FORT SMITH PUBLIC SCHOOL DISTRICT CONCERNING THE ADDITION OF TWO FORT SMITH POLICE OFFICERS INTO THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM**

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

Section 1: The Memorandum of Understanding between the City of Fort Smith Police Department and the Fort Smith Public School District, which shall be substantially in the form attached hereto, is hereby approved and provides for the terms, conditions, and mutual understandings for the addition of two Fort Smith Police Officers into the School Resource Officer (SRO) program between the two parties.

Section 2: The Mayor, his signature being attested by the City clerk, is hereby authorized to execute this Memorandum of Understanding to which the City of Fort Smith is a party.

THIS RESOLUTION ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

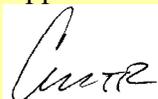
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to Form:



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

## Memorandum of Understanding

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### A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT SMITH AND THE FORT SMITH PUBLIC SCHOOL DISTRICT CONCERNING THE ADDITION OF TWO FORT SMITH POLICE OFFICERS INTO THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM.

This Agreement made and entered into by and between the City of Fort Smith, Arkansas, and the Fort Smith Public School District.

#### PURPOSE

The purpose of this agreement is to add two additional Fort Smith Police Officers into the existing School Resource Officer (SRO) Program and to foster a positive working relationship between the City of Fort Smith through the Fort Smith Police Department with an understanding that the School Resource Officer (“SRO”) is an employee of the City of Fort Smith and not an employee of the Fort Smith Public School District. The Fort Smith Public School District will cooperate with the SRO program, which will be conducted by the Fort Smith Police Department. SROs are to remain subject solely to the supervisory command of the Fort Smith Police Department.

#### GOALS AND OBJECTIVES

1. To establish positive working relationships that develop mutual respect between police, school administration, educators, service agencies, parents and students.
2. To work in a cooperative effort to prevent juvenile delinquency and assist student development.
3. To develop and maintain a safe and secure learning environment free of violence, crime and the fear of crime on Fort Smith Public School campuses.
4. To promote positive attitudes regarding the role of police in society and to inform students of their rights and responsibilities as lawful citizens.
5. To promote proactive educational programs that reduce discipline problems and campus crime.

#### RESPONSIBILITIES OF THE FORT SMITH POLICE DEPARTMENT

The Fort Smith Police Department agrees to provide two (2) additional state-certified Law Enforcement Officers for assignment with the Fort Smith Public School District. The duties of these officers are to provide for the protection of life and liberty, crisis intervention counseling, health, safety and drug awareness education while developing positive interaction with students in the Fort Smith Public School District. The Fort Smith Police Department agrees to provide services to youth referred to the School Resource Officer Program by the Fort Smith Public School District.

**RESPONSIBILITIES OF THE FORT SMITH PUBLIC SCHOOL DISTRICT**

The Fort Smith Public School District agrees to refer appropriate youths to the School Resource Officer Program operated by the Fort Smith Police Department and to provide the following materials and facilities which are deemed necessary to the performance of the SRO:

1. A secure, air conditioned and heated office containing proper lighting and phone line.
2. A desk, chair, and file cabinet that can be locked.
3. Computer internet capabilities.
4. A Fort Smith Public Schools portable radio.
5. A designated and marked "Police Parking" space.

The above-referenced property shall remain the sole property of the Fort Smith School District, which shall be responsible for maintenance and upkeep thereof.

**FUNDING**

The City of Fort Smith and the Fort Smith Public School District shall agree to the City of Fort Smith paying the benefits (approximately \$18,000 per officer per year) and the Fort Smith Public School district paying the salary (approximately \$35,880 per officer per year) for three (3) years beginning in fiscal year 2015 through fiscal year 2017 (inclusive), at which time both parties have agreed to revert back to their original agreement where the Fort Smith Public School District pays half of the SRO's salaries and the City of Fort Smith pays the other half of the salaries plus the officer's benefits.

**RESPONSIBILITIES OF THE SRO**

1. The SRO shall be a State Certified Law Enforcement Officer who is responsible for following and adhering to the Fort Smith Police Department regulations and directives.
2. The SRO will assist the principal and faculty at the campus(es) to which the SRO is assigned and will assist the Fort Smith Public School District Safety Officer(s) in developing plans and strategies to minimize problematic or dangerous situations that occur or may occur on the campus(es) to which the SRO is assigned.

## 8.E

3. The SRO will periodically present programs to students/classes concerning topics relating to local, state and national laws, drug awareness, anger management, safety concerns and the mission of Law Enforcement.
4. SROs are encouraged to interact with students individually and with student groups.
5. The SRO will participate, as needed or requested, in teacher, faculty, and parent conferences at the campus(es) to which the SRO is assigned. Any overtime compensation incurred in the SRO position shall be the sole responsibility of the Fort Smith Public School District.
6. The SRO shall serve as a liaison for all student programs.
7. The SRO should have a basic understanding of additional community resources and agencies for families or youth and make referrals when appropriate.
8. The SRO will investigate crimes that occur on the campus(es) to which the SRO is assigned and shall take law enforcement action when the SRO deems it appropriate.
9. The SRO shall keep the school principal at the SRO's assigned campus(es) and the Safety & Security Officer apprised of any law enforcement actions taken or criminal acts discovered by the SRO.
10. The SRO will notify the school principal or his/her designee in the event a student is removed by the SRO from the assigned campus during normal business hours.
11. The SRO should take appropriate action against intruders and unwanted guests of which the SRO becomes aware of on Fort Smith Public School properties.
12. SRO's will submit a monthly report to and attend monthly meeting with the SRO supervisor which is to be attended by a member of the Student Services of the Fort Smith Public School District as well.
13. The SRO is not a school disciplinarian and will not enforce Fort Smith Public Schools rules and regulations. An SRO is a Law Enforcement Officer and will deal with applicable law concerns and violations.
14. SRO's shall follow all guidelines of Arkansas case law, Fort Smith Public School Board policy and Fort Smith Police Department regulations, policies and directives concerning investigations, interviews and searches relating to juveniles
15. While on campus, SRO's shall take guidance from Fort Smith Public School administrators, including but not limited to the superintendent, safety & security officer(s), and the principal and/or assistant principal of the school to which the SRO is assigned.

16. SROs are prohibited from developing relationships which could easily become inappropriate.

**ASSIGNMENT OF SROs**

1. SROs may be assigned to one or more Fort Smith Public Schools as agreed by the administration of the Fort Smith Police Department and the Fort Smith Public School District.
2. Emergency or potentially problematic situations may require SROs to leave their assigned school to assist personnel or students at another Fort Smith Public School to which the SRO has not been assigned.
3. In the event an SRO will be absent from duty due to illness, court, training, etc. he/she will, as soon as possible, notify the SRO Supervisor as well as the Principal or his/her designee of the SROs assigned school(s).

**ASSIGNMENT HOURS AND UNIFORM**

1. SROs will work a 5 day, 40 hour work-week and make every effort to be present at the assigned school(s) when students are arriving, present and/or leaving after school dismisses. Specific times may be determined by the principal of the assigned school(s).
2. It may be beneficial to have the SRO present during certain events after normal school hours. The SRO and the principal shall work together to determine the flexibility of shift hours to accommodate these events.
3. SRO's shall receive primary consideration for off duty employment concerning sports activities or other events specific to and paid for by the Fort Smith Public School District.
4. SROs will not accompany Fort Smith Public School Sports teams, classes or groups or events outside the jurisdiction of the City of Fort Smith.
5. SROs will make every attempt to schedule personal time off, such as vacation, accrued overtime, etc. during periods when students are not attending classes.
6. SROs shall wear their Standard Duty Uniform (SDU) and carry duty weapons and police- issued portable radios while working on-duty and off-duty assignments at Fort Smith Public Schools.

**SRO SELECTION PROCESS**

1. The selection process of School Resource Officers will follow Fort Smith Police Department requirements for Specialized and Temporary Assignments.
  - Notification of the pending position(s) will be sent to all sworn officers via network e-mail before a listed deadline.
  - Officers vying for an SRO position will submit a memo to the general supervisor of the SRO Program outlining their experience, qualifications, and request an interview.
2. Interviews of the applicants will be conducted by a panel consisting of three Fort Smith Public School District administrators, the Principal(s) of each school to which the SRO may be assigned and two Fort Smith Police Department members in the chain of command of the SRO Program.
3. The interview panel will make its selection based on the information received in the interview and present the panel's choice to the Chief of Police.
4. SRO applicants should display good communication skills, be able to speak and write well, and maintain a professional appearance and attitude.
5. SROs shall seek and receive School Resource Officer specific training within one year after appointment. Training will be scheduled during times when school is not in session in order to maximize the time SROs are on campus, unless otherwise approval by the Fort Smith Public School District administration.

**LIABILITY**

1. In the event of claims for injury or other loss said to be the result of acts by an SRO acting pursuant to this agreement, it shall be understood that the SRO is acting as an agent of the City of Fort Smith and not that of the Fort Smith Public School District. The defense of any such claim(s), including legal fees, shall be the sole responsibility of the City of Fort Smith.

**SRO DISMISSAL**

1. In the event the principal of any school to which the SRO is assigned believes that a particular SRO is not effectively performing his/her duties and responsibilities, that principal shall contact the SRO supervisor. The SRO supervisor shall meet with the SRO to discuss and/or resolve any problems which may exist. In the event the principal is still not satisfied, he/she shall contact the SRO supervisor and the Fort Smith Public Schools superintendent request and the initial attempt to rectify the situation. If the chief of police desires, the principal, superintendent and chief of police, or their respective designee(s), shall meet with the SRO to mediate or resolve any problems which may exist.

2. The chief of police may, at the Chief's sole discretion, dismiss or reassign any School Resource Officer.

This Memorandum of Understanding represents an agreement for two additional officers for the existing School Resource Officer (SRO) Program established in the Fort Smith Public School District. This Agreement governs funding for these two additional SRO positions as stated and is effective from its date of approval by the governing bodies of the respective entities, and will remain in effect until cancellation in writing by one or both parties.

This Agreement constitutes a final written expression of all the terms and conditions of this Agreement. It is complete and is an exclusive statement of those terms between the Fort Smith Public School District and the City of Fort Smith.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Benny Gooden, Ed. D., Superintendent  
Fort Smith Public School District

\_\_\_\_\_  
Sandy Sanders, Mayor  
City of Fort Smith, Arkansas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Fort Smith Police Department

Kevin Lindsey, Chief of Police

### INTERDEPARTMENTAL MEMORANDUM

**To:** Ray Gosack, City Administrator

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

**Subject:** A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT SMITH THROUGH THE POLICE DEPARTMENT AND THE FORT SMITH SCHOOL DISTRICT CONCERNING THE ADDITION OF TWO FORT SMITH POLICE OFFICERS INTO THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM

**Date:** November 10, 2014

The City of Fort Smith and the Fort Smith School District have an existing Agreement concerning the School Resource Officer (SRO) Program. The two officers currently assigned as SROs, are located at each of the two Fort Smith School District high schools. The Fort Smith School District has requested two more Arkansas Certified Law Enforcement Officers/Fort Smith Police Department to participate in the SRO Program. The two new officers will each be assigned to two of the four Junior High Schools in Fort Smith.

The City of Fort Smith, through its Police Department, and the Fort Smith School District agree to the City of Fort Smith paying the benefits (approximately \$18,000 per year per officer) and the Fort Smith School district paying the salary (approximately \$35,880 per year per officer) for three years (fiscal years 2015 – 2017), at which time both parties have agreed to revert back to their original agreement where the Fort Smith School District pays half the SRO's salary and the City of Fort Smith pays the other half plus benefits.

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



November 17, 2014

TO: Members of the Board of Directors  
Members of the Animal Services Advisory Board

RE: Appointments:

The term of Tonya Rogers of the Animal Services Advisory Board will expire January 21<sup>st</sup>, 2015. 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 December 10<sup>th</sup>, 2014. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to [www.fortsmithar.gov](http://www.fortsmithar.gov) and click on boards and commissions.

Sincerely,

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

Ray Gosack  
City Administrator

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



November 17, 2014

TO: Members of the Board of Directors  
Members of the Sebastian County Solid Waste Management Board

RE: Appointments:

The terms of Mayor Sandy Sanders and Mr. Andy Galbach of the Sebastian County Solid Waste Management Board will expire January 21<sup>st</sup>, 2015. In accordance with Ordinance No. 2926 applications for these prospective vacancies are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on December 10<sup>th</sup>, 2014. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to [www.fortsmithar.gov](http://www.fortsmithar.gov) and click on boards and commissions.

Sincerely,

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

Ray Gosack  
City Administrator

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



November 20, 2014

TO: Members of the Board of Directors  
Members of the Transit Advisory Commission

RE: Appointments:

Mr. Randy Burress of the Transit Advisory Commission has resigned his position on November 18, 2014. 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 January 12<sup>th</sup>, 2015. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to [www.fortsmithar.gov](http://www.fortsmithar.gov) and click on boards and commissions.

Sincerely,

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

Ray Gosack  
City Administrator

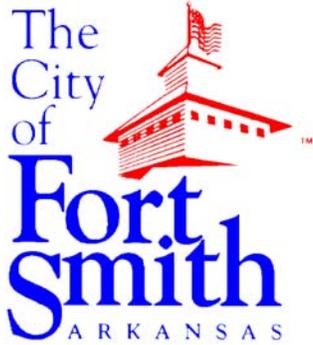
623 Garrison Avenue  
P.O. Box 1908  
Fort Smith, Arkansas 72902  
(479) 785-2801  
Administrative Offices FAX (479) 784-2430

# December 2014

December 2014						
Su	Mo	Tu	We	Th	Fr	Sa
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January 2015						
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31						

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Nov 30 - Dec 6	<b>Nov 30</b>	<b>Dec 1</b>	<b>2</b> 11:00am Planning Com. Study Ses. (Creekmore) 2:00pm Parking Authority Mtg. (Planning Conf. Rm.) 6:00pm Bd. of Directors (FSM Public Schools Ser	<b>3</b>	<b>4</b> 12:00pm Housing Assistance Bd. (Main Library) 6:00pm Historic Dist. Com. (220 North 7 Street)	<b>5</b>	<b>6</b>
	<b>7</b>	<b>8</b> 11:00am Property Owners Appeal Board (Planning Conf. Rm.)	<b>9</b> 12:00pm Bd. of Directors S.S. (Main Library) 5:30pm Planning Com. (Creekmore)	<b>10</b> 12:00pm Parks Com. (Creekmore)	<b>11</b> 12:00pm Oak Cemetery Com. (Creekmore)	<b>12</b>	<b>13</b>
Dec 7 - 13	<b>14</b>	<b>15</b>	<b>16</b> 10:00am CBID (Area Agency) 4:30pm Library Board of Trustees (Main Library) 5:30pm Airport Commission (airport) 6:00pm Bd. of Directors (F	<b>17</b>	<b>18</b> 11:30am Housing Authority (Beckman Center)	<b>19</b>	<b>20</b>
	<b>21</b>	<b>22</b>	<b>23</b> <b>NO STUDY SESSION</b> 4:00pm A & P Commission (Miss Laura's)	<b>24</b> <b>CITY OFFICES CLOSED</b>	<b>25</b> <b>CITY OFFICES CLOSED</b>	<b>26</b>	<b>27</b>
Dec 14 - 20	<b>28</b>	<b>29</b>	<b>30</b> <b>Study Session (TENTATIVE)</b>	<b>31</b>	<b>Jan 1, 15</b>	<b>2</b>	<b>3</b>
Dec 21 - 27							
Dec 28 - Jan 3							



Mayor – Sandy Sanders  
City Administrator – Ray Gosack  
City Clerk – Sherri Gard

**Board of Directors**

Ward 1 – Keith Lau  
Ward 2 – Andre’ Good  
Ward 3 – Mike Lorenz  
Ward 4 – George Catsavis  
At Large Position 5 – Pam Weber  
At Large Position 6 – Kevin Settle  
At Large Position 7 – Philip H. Merry Jr.

## **AGENDA ~ Summary**

### **Fort Smith Board of Directors REGULAR MEETING December 2, 2014 ~ 6:00 p.m. Fort Smith Public Schools Service Center 3205 Jenny Lind Road**

***THIS MEETING IS BEING TELECAST LIVE ON THE GOVERNMENT ACCESS CHANNEL 214  
AND ONLINE AT <http://www.ustream.tv/channel/city-of-fort-smith-board-of-directors-meetings>***

#### **INVOCATION & PLEDGE OF ALLEGIANCE**

Fire Chief Mike Richards

#### **ROLL CALL**

- All present
- Mayor Sandy Sanders presiding

#### **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 214, the City website or <http://www.ustream.tv/channel/city-of-fort-smith-board-of-directors-meetings>

#### **APPROVE MINUTES OF THE NOVEMBER 18, 2014 REGULAR MEETING**

Approved as written

#### **ITEMS OF BUSINESS:**

1. Presentation: S.R.C.A. Christmas cards to Board of Directors  
Presentation only
2. Ordinance rezoning identified property and amending the zoning map (*from Residential Multi-Family Medium Density (RM-3) to a Planned Zoning District (PZD) by classification located at 1500 Fresno Street*)  
Approved 7 in favor, 0 opposed / Ordinance No. 68-14

3. Ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith (*land use chart amendment*)  
Approved 7 in favor, 0 opposed / Ordinance No. 69-14
4. Ordinance amending the 2014 Operating Budget  
Approved 7 in favor, 0 opposed / Ordinance No. 70-14
5. Public hearing and ordinance to adopt the fiscal year 2015 Operating Budget and to provide other matters relating thereto ~ *Merry/Catsavis placed on agenda at the November 25, 2014 budget hearing* ~  
Approved 4 in favor, 3 opposed (Lau, Lorenz & Settle); however, the motion to adopt the ordinance did not receive the required five (5) affirmative votes for passage on its first reading. The second reading is scheduled to occur at a special meeting called for 12:00 Noon, Tuesday, December 9, 2014 at the Fort Smith Public Library Community Room.
6. Ordinance establishing salaries and benefits and related procedures for City employees  
Approved 4 in favor, 3 opposed (Lau, Lorenz & Settle) / Ordinance No. 71-14
7. Resolution of the Board of Directors of the City of Fort Smith certifying local government endorsement of business to participate in the Tax Back Program (as authorized by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003) (*ProPak Logistics, Inc.*)  
Approved 7 in favor, 0 opposed / Resolution No. R-162-14
8. Consent Agenda
  - A. Resolution approving specific excess insurance and aggregate excess insurance for the City's employee health coverage  
Approved 7 in favor, 0 opposed / Resolution No. R-163-14
  - B. Resolution approving claim service, specific excess insurance and aggregate excess insurance for the City's workers compensation coverage  
Approved 7 in favor, 0 opposed / Resolution No. R-164-14
  - C. Resolution approving a contract for general legal services for 2015  
Approved 7 in favor, 0 opposed / Resolution No. R-165-14
  - D. Resolution accepting bid and authorizing a contract with Gametime for a playground unit for the neighborhood park at Fianna Way (\$108,897.50 / Parks Department – Budgeted – 1/8% sales and use tax)  
Approved 6 in favor, 1 opposed (Catsavis) / Resolution No. R-166-14

- E. Resolution authorizing the execution of a memorandum of understanding between the City of Fort Smith Police Department and the Fort Smith Public School District concerning the addition of 2 Fort Smith police officers into the School Resource Officer (SRO) Program (\$36,000.00 / Police Department / Budgeted (2015) – Program 4704-101)  
Approved 7 in favor, 0 opposed / Resolution No. R-167-14

**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 214, the City website or <http://www.ustream.tv/channel/city-of-fort-smith-board-of-directors-meetings>

**ADJOURN**

6:47 p.m.

## MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING

TUESDAY ~ DECEMBER 2, 2014 ~ 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 Fire Chief Mike Richards, 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 November 18, 2014 regular meeting was presented for approval. Catsavis, seconded by Lorenz, moved approval of the minutes as written. The members all voting aye, the Mayor declared the motion carried.

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

On behalf of the below noted senior centers, the following individuals presented personal holiday greetings and Christmas cards to the Mayor, Board and Administration (Item No. 1):

- ▶ Don Chitwood - Midtown Senior Activity Center
- ▶ Candyce Graham - Beckman Senior Activity Center
- ▶ Cindy Gartrell - Fort Smith Senior Activity Center
- ▶ Marsha Stroud - Ray Baker Senior Activity Center

Item No. 2 was an ordinance rezoning identified property and amending the zoning map (*from Residential Multi-Family Medium Density (RM-3) to a Planned Zoning District (PZD) by classification located at 1500 Fresno Street*).

***December 2, 2014 Regular Meeting***

Senior Planner Brenda Andrews briefed the Board on the item advising such is per the request of John Alan Lewis, agent for Peachtree Village, LLC and Peachtree Village South Property, LLC. The purpose of the rezoning is to allow the existing assisted living facility to become a permitted use in a Planned Zoning District. A neighborhood meeting was held on November 12, 2014 with only one (1) individual present, who conveyed no concerns regarding the rezoning request. The Planning Commission held a public hearing on November 13, 2014 with no individual present to speak in opposition. The Planning Commission approved the request by a vote of eight (8) in favor and zero (0) opposed.

Weber, seconded by Good, moved adoption of the ordinance. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members all voting affirmatively, the Mayor declared the motion carried and the ordinance was adopted and given Ordinance No. 68-14.

Item No. 3 was an ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith (*land use chart amendment*).

City Administrator Ray Gosack briefed the Board on the item advising the purpose of the proposed amendment is to allow school, technical or trade, as a conditional use in the Commercial Regional (C-4) zoning classification. Such is consistent with the other land uses related to schools. The Planning Commission held a public hearing on November 13, 2014 with no individual present to speak in opposition. The Planning Commission approved the proposed amendment by a vote of seven (7) in favor, zero (0) opposed and one (1) abstention (Howard).

Settle, seconded by Lorenz, moved adoption of the ordinance. The motion included

***December 2, 2014 Regular Meeting***

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. Weber, 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 Ordinance No. 69-14.

Item No. 4 was an ordinance amending the 2014 Operating Budget.

Director of Finance Kara Bushkuhl briefed the Board on the item advising that in order to comply with governmental accounting standards, the City is required to adjust the General Fund and Street Maintenance Fund revenues during the current year. She provided a brief summary of the required appropriations. Exhibit 1 has been revised as originally presented. The latest franchise fees received in 2014 were estimated and should be revised by an additional \$50,000. In addition, the court fines and forfeitures revenue should be revised by an additional \$85,000 in order to balance the expected forfeiture expenditures that are included in the non-departmental expenditures for the General Fund. Due to the aforementioned revisions, the motion to adopt should include acceptance of the revised Exhibit 1.

Merry, seconded by Weber, moved adoption of the ordinance. The motion included acceptance of Exhibit 1 as revised. The members all voting affirmatively, the Mayor declared the motion carried and the ordinance was adopted and given Ordinance No. 70-14.

Mayor Sanders announced this was the time and place set for a public hearing regarding the fiscal year 2015 Operating Budget ~ *Merry/Catsavis placed on agenda at*

## ***December 2, 2014 Regular Meeting***

*the November 25, 2014 budget hearing* ~. Notice of the public hearing was duly advertised as required. Following the public hearing, consideration of an ordinance authorizing same would be given (Item No. 4).

Ms. Bushkuhl briefed the Board on the item as discussed at the three (3) budget hearings held on November 13, 17 and 25, 2014. A brief overview of all adjustments made at said budget review sessions was provided as follows:

1. The reductions to the Transit Program budget have an impact upon the reimbursement from the government. The net decrease in grant funding is \$76,200.
2. The latest review of franchise fee revenue in 2014 to date indicates that an additional \$50,000 will be received during 2014. This same increase is estimated for 2015 as well.
3. The adjustment for the Street Maintenance Fund ad valorem taxes for 2014 carries over to 2015 in the amount of \$91,800 in additional revenue.
4. The estimated amount of revenue from amending the City's alcohol related permits and fees is \$89,000 for 2015. The City's ordinances will need to be updated to reflect that the City will follow State law by charging the amounts authorized by the State.
5. Increased fees for cemetery plots are anticipated to generate an additional \$25,000 for 2015.
6. The net effect of changes in expenditures for the District Court Programs impacts the reimbursement from Sebastian County. The net decrease in reimbursement is \$6,829.
7. The transfer-in from the Water and Sewer Fund to the Street Maintenance Fund of \$60,000 for 2015 has been eliminated.
8. The 1% cost-of-living (COLA) and implementation of step/merit pay have been added to each program at a total cost of \$1,425,808.
9. The positions eliminated include: 1 police records clerk; 2 patrol officers; 2 Parks positions - a lifeguard and a seasonal laborer; 1 Transit dispatcher; and 1 cross connection technician in Utilities. This

**December 2, 2014 Regular Meeting**

reduces the total number of positions authorized for 2015 from 943.83 FTE to 936.83 FTE. This compares to the authorized positions in 2014 of 943.33 FTE. The net decrease to appropriations in 2015 is \$309,790.

10. The 1% reduction in the operating costs in all General Fund programs totaled \$468,818 among all four operating funds. Due to the cost allocation for various General Fund programs, the Street Maintenance Fund and the Water & Sewer Operating Fund reflect reductions as well as the General Fund.

There being no individual present to speak, Mayor Sanders closed the public hearing.

Director Merry spoke in favor of the proposed budget, but urged the importance of scheduling future discussions to determine the best avenue to address underfunding of the Arkansas Local Police and Fire Retirement System (LOPFI).

The Mayor, Administrator Gosack and Director Settle clarified such is on the Board's agenda; however, such discussions regarding the matter have been delayed pending a meeting of the State LOPFI Board, which is scheduled for December 4<sup>th</sup>.

Director Lau conveyed his intention to vote against the proposed budget citing/alleging the following:

- ▶ Such does not include funding to address the aforementioned underfunding to LOPFI.
- ▶ The proposed budget is not "*fiscally responsible*" as presented alleging expenses exceed revenues.
- ▶ Such does not adhere to the 15% reserve policy.
- ▶ The proposed budget does not address staffing issues.

Director Settle spoke in favor of the inclusion of step/merit increases; however, he spoke in opposition to inclusion of the 1% COLA. Due to said inclusion, he too conveyed

***December 2, 2014 Regular Meeting***

his intent to vote against the proposed budget. Concern was also noted relative to the requirement of an additional eighty-two (82) employees in the Utility Department (*said employees are a requirement of the proposed consent decree regarding the sanitary sewer system*) and rising employee health insurance premiums, which are currently covered by the City.

Director Merry noted, with concurrence from Administrator Gosack, that City employees have received said pay increase only two (2) times in the past six (6) years. With the Consumer Price Index (CPI) continually rising, he urged the inclusion of the 1% COLA for employees within the proposed budget citing if such is not included, employees will essentially be receiving a pay cut.

Mayor Sanders advised he's "*hopeful*" the Board approves the proposed budget noting the many hours of discussion at multiple budget review sessions.

Director Weber expressed disappointment that multiple items designated as priorities at a Board Retreat had to be cut; however, she conceded the proposed budget is the result of a compromise and urged the Board to approve the item. She further conveyed agreement that the LOPFI issue, as well as insurance issues, should be discussed in the near future.

Merry, 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 voted as follows: ayes - Good, Catsavis, Weber and Merry; nays - Lau, Lorenz and Settle. The Mayor declared the motion carried. The ordinance did not receive the five (5) affirmative votes required for adoption on its first reading; therefore,

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announced the ordinance must be read in its entirety. Prior to the City Clerk reading the ordinance, City Attorney Colby Roe addressed the Board alleging the ordinance is not of general or permanent nature; therefore, questioned necessity of reading the ordinance in its entirety.

There was brief discussion regarding the matter whereby Administrator Gosack noted the ordinance has been designated as being of general and permanent nature by Daily & Woods, PLLC; therefore, Mr. Roe advised he will confer with City Attorney Jerry Canfield and will render a determination as soon as possible.

In the event the ordinance is determined to be of general or permanent nature, the City Clerk read the ordinance in its entirety to accommodate the first reading.

Mayor Sanders announced that if the ordinance is determined to be of general and permanent nature, the Board may be asked to call a special meeting in the near future to accommodate the second reading.

Item No. 6 is an ordinance establishing salaries and benefits and related procedures for City employees.

Director of Human Resources Richard Jones briefed the Board on the item as discussed at the November 25, 2014 budget hearing. Such includes a one-percent (1%) pay increase for all employees; however, such may be withheld if an employee is not meeting performance expectations. The proposed ordinance also provides for step and merit increases for all employees in 2015.

Good, seconded by Merry, moved adoption of the ordinance. The members voted as follows: ayes - Good, Catsavis, Weber and Merry; nays - Lau, Lorenz and Settle. The Mayor declared the motion carried and the ordinance was adopted and given Ordinance No. Ordinance No. 71-14.

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Item No. 7 was a resolution of the Board of Directors of the City of Fort Smith certifying local government endorsement of business to participate in the Tax Back Program (as authorized by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003) (*ProPak Logistics, Inc.*).

Deputy City Administrator Jeff Dingman briefed the Board on the item advising such is per the request from the Arkansas Economic Development Commission and the Fort Smith Regional Chamber of Commerce on behalf of ProPak Logistics, Inc., who is investing \$4,355,144 for the renovation of the historic structure at 1100 Garrison Avenue, including new equipment, to serve as its corporate offices. The project will add five (5) new jobs to the region with an average wage of \$17.00 per hour, increasing ProPak Logistics' local employment by fourteen percent (14%). Participation in the Tax Back Program allows for new or expanding businesses to request refunds of sales taxes paid on building materials, new equipment and other eligible expenses incurred due to construction and/or expansion, and requires governmental endorsement. Participation requires approval from the governing body; therefore, he recommended approval.

Director Merry extended much gratitude and appreciation to ProPak Logistics for their investment in Fort Smith.

Settle, seconded by Lorenz, moved adoption of the resolution. The members all voting affirmatively, the Mayor declared the motion carried. Weber, seconded by Settle, moved adoption of Section 3 the emergency clause. The members all voting affirmatively, the Mayor declared the motion carried and the resolution was adopted and given Resolution No. R-162-14.

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The Consent Agenda (Item No. 8) was introduced for consideration, the items being as follows:

- A. Resolution approving specific excess insurance and aggregate excess insurance for the City's employee health coverage
- B. Resolution approving claim service, specific excess insurance and aggregate excess insurance for the City's workers compensation coverage
- C. Resolution approving a contract with Daily & Woods, P.L.L.C for general legal services for 2015
- D. Resolution accepting bid and authorizing a contract with Gametime for a playground unit for the neighborhood park at Fianna Way (*\$108,897.50 / Parks Department - Budgeted - 1/8% Sales and Use Tax*)
- E. Resolution authorizing the execution of a memorandum of understanding between the City of Fort Smith Police Department and the Fort Smith Public School District concerning the addition of 2 Fort Smith police officers into the School Resource Officer (SRO) Program (*\$36,000.00 / Police Department / Budgeted (2015) - Program 4704-101*)

Regarding Item No. 8E, Director Catsavis questioned what schools the School Resource Officer (SRO) will be located.

Police Chief Kevin Lindsey advised the two (2) officers will be located at both Fort Smith Public Schools junior high locations.

Settle, seconded by Merry, moved adoption of all consent agenda items. The members all voting affirmatively, with the exception of Director Catsavis voting "no" on item 8D, the Mayor declared the motion carried and the resolutions were adopted and given Resolutions No. R-163-14 through R-167-14 respectively.

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

## **December 2, 2014 Regular Meeting**

▶ Mayor Sanders

- Re:
1. Announced the monthly Town Hall meeting will be held immediately following adjournment and encouraged all who wish to participate to please sign up at the City Clerk's desk.
  2. Extended much appreciation to the Board for their time and effort associated with the 2015 Budget; recent and upcoming meetings regarding the consent decree; and, upcoming meeting with the Sebastian County Quorum Court relating to the aquatic center at Ben Geren Regional Park.
  3. Reminded all that the 74<sup>th</sup> Annual Fort Smith Christmas Parade is set for 2:00 p.m., Saturday, December 13<sup>th</sup> on Garrison Avenue.
  4. Conveyed gratitude to employees of OG&E, who volunteered their time to construct a canoe access to the Arkansas River from the lake Carol Ann Cross Park.
  5. Extended appreciation to the Parks and Recreation Department for their efforts in putting up the Christmas lights in various parks throughout the city, as well as overseeing the Holiday Express at Creekmore Park.

▶ Director Merry

Re: Announced Christmas Honors is fast approaching and provided the following:

1. Wreath Workshop  
Fort Smith Convention Center, Hall C  
Friday, December 12, 9:00 a.m.
2. Distribution of Wreaths  
Fort Smith National Cemetery  
Saturday, December 13  
10:15 a.m. Service Branch Salute (*Bell Tower*)  
10:30 a.m. Family Distribution (*Reserved for families to lay wreaths*)

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11:00 a.m. Nationwide Heroes Tribute Ceremony  
(Pavilion)

The public distribution of wreaths will follow the  
11:00 a.m. ceremony

3. Wreath Pick-up and Storage  
Fort Smith National Cemetery and Fort Smith  
Convention Center  
Saturday, January 3, 2015, 8:30 a.m.

► Director Settle

- Re:
1. Extended congratulations to the University of Arkansas Fort Smith (UAFS) girls volleyball team and Coach Jane Sargent for their recent participation in the South Central Region NCAA Division II National Tournament in Colorado. They have now advanced to the “Elite Eight” in said tournament and will play in Louisville, Kentucky on Thursday, December 4<sup>th</sup>.
  2. Announced UAFS girls volleyball team players, Jessica Anderson, Kaca Krstonosic, Payton Hamilton and Bailey Katzfey were recently named to the all -tournament team, and Emily Tripp for being named the MVP of the South Central Tournament. Due to such, he conveyed much gratitude to the team and aforementioned girls for representing Fort Smith in a positive way.
  3. Reminded all of the UAFS 5<sup>th</sup> Annual Toy Toss Basketball Game set for 7:00 p.m., Saturday, December 6<sup>th</sup> at Stubblefield Center. Attendees toss a new or gently used stuffed toy on the court when the 1<sup>st</sup> basket is scored by the UAFS Lions. All toys are then donated and given to local children in the river valley area; therefore, he encouraged all to participate in the event.
  4. Invited all to come see the Christmas lights in Fianna Hills, specifically his home off of Fianna Way, advising all to tune into 89.1 FM. The lights are set to music on said channel.

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5. Regarding the upcoming special study session to review the proposed consent decree on Tuesday, December 9<sup>th</sup>, he requested the following information be gathered from St. Louis, San Antonio, Knoxville and Chattanooga:
  - A. When was their consent decree issued?
  - B. Were they negotiated or court ordered?
  - C. How many miles of sewer lines do each of the cities have?
  - D. What was/is the length of their consent decree?
  - E. What was their average sewer bill before, during and after completion of the consent decree? If completed, would like information by year if possible.
  - F. What was the staffing level for their sewer department before, during and after completion of the consent decree?
  - G. There are nine (9) staffing requirements provided for Fort Smith; therefore, how does the staffing levels of these cities compare to Fort Smith's?
  - H. Estimated impact on customer billings for twelve (12) years (length of the consent decree) along with the sewer broken into existing bill, new capital as part of the consent decree and new operations as part of the consent decree.
  - I. Affordability index requirement from the Environmental Protection Agency (EPA).

► Director Good

Re: Extended much appreciation Mr. Randy Burris, who served on the Transit Advisory Commission for thirteen (13) years, with the last eight (8) serving as its

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chairman. He further extended gratitude to Director of Transit Ken Savage for his recent memo regarding the exemplary service of Mr. Burris.

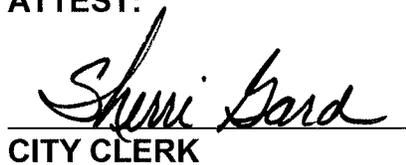
There being no further business to come before the Board, Lau moved that the meeting adjourn. The motion was seconded by Merry, and the members all voting aye, the Mayor declared the motion carried and the meeting stood adjourned at 6:47 p.m.

APPROVED:



MAYOR

ATTEST:



CITY CLERK