



Mayor – Sandy Sanders

Acting City Administrator – Jeff Dingman

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Keith Lau

Ward 2 – Andre’ Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Tracy Pennartz

At Large Position 6 – Kevin Settle

At Large Position 7 – Don Hutchings

AGENDA

Fort Smith Board of Directors REGULAR MEETING

August 18, 2015 ~ 6:00 p.m.

**Fort Smith Public Schools Service Center
3205 Jenny Lind Road**

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

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

APPROVE MINUTES OF THE AUGUST 4, 2015 REGULAR MEETING AND AUGUST 11, 2015 SPECIAL MEETING

ITEMS OF BUSINESS:

1. Public hearing and ordinance to close, vacate and abandon a portion of alley right-of-way located in South Fort Smith, Block 19, an addition to the City of Fort Smith, Arkansas
2. Items regarding amendments to the 2015 Budget ~ *Pennartz/Lau placed on agenda at the August 11, 2015 study sessions ~ :*
 - A. Ordinance amending the 2015 Budget (*budget reductions – August 2015*)
 - B. Ordinance revising the 2015 Budget County Sales Tax Revenue Estimate (*increase 2015 revenue projections*)

3. Consent Agenda

- A. Resolution granting a temporary revocable license for the placement of a retaining wall in a public utility easement and authorizing the Mayor to execute agreement (*8600 Highway 71 South / Wal-Mart Neighborhood Market*)
- B. Resolution to accept the bids and authorize a contract for the construction of Water and Sewer Line Improvements serving the Arkansas College of Osteopathic Medicine, Project No. 15-90-A, EDA Award No. 08-79-04996 (*\$749,184.00 / Engineering Department / Budgeted – Water/Sewer Fund*)
- C. Resolution to accept the bids and authorize a contract for the construction of Street Overlays/Reconstruction, Project No. 15-03-C (*\$2,593,548.90 / Engineering Department / Budgeted – Sales Tax Program Fund*)
- D. Resolution naming the basketball courts at Martin Luther King, Jr. Park, *The Almer Lee Basketball Courts*
- E. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with Inland Waste Solutions, LLC
- F. Resolution approving and authorizing execution and of release and abrogation of conditions subsequent agreement with United States of America
- G. Resolution authorizing the execution of a memorandum of understanding for inter-governmental police service assistance between the Arkansas National Guard, Fort Chaffee Maneuver Training Center, Public Safety Division and the City of Fort Smith, Arkansas
- H. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Goodwin & Goodwin, Inc. for the Massard Wastewater Treatment Plant Sewer Repair (*\$573,546.00 / Utility Department / Budgeted – 2014 Sales and Use Tax Bonds*)
- I. Resolution authorizing the Mayor to execute an agreement and Authorization No. 1 with Morrison Shipley Engineers, Inc. for engineering services associated with the Riverlyn Wastewater Pump Station Improvements (*\$90,110.00 / Utility Department / Budgeted – 2014 Sales and Use Tax Bonds*) ♦
- J. Resolution authorizing the Mayor to execute an agreement for architectural services with MAHG Architecture, Inc. for renovations of the library annex building for use as office space (*\$98,980.00 / Utility Department / Budgeted – 2014 Sales and Use Tax Bonds*) ♦

- K. Resolution adopting the Parks and Recreation 5 Year Capital Improvement Program as recommended by the Parks and Recreation Commission
- L. Resolution authorizing an agreement for a zero-interest loan from First National Bank for Trails and Greenways
- M. Resolution authorizing the Mayor to submit an application for Trails Life Grant Funding to the Arkansas Department of Parks and Tourism for the purpose of a walking trail at the River Valley Sports Complex

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments: Central Business Improvement District (5)

ADJOURN

1.

ORDINANCE NO. _____

**AN ORDINANCE ENTITLED, AN ORDINANCE TO CLOSE AND VACATE AND
ABANDON A PORTION OF AN ALLEY RIGHT-OF-WAY LOCATED IN
SOUTH FORT SMITH, BLOCK 19, AN ADDITION TO THE CITY OF FORT SMITH, ARKANSAS**

WHEREAS, a petition was duly filed with the Board of Directors of the City of Fort Smith, Arkansas, July 24, 2015, asking the Board of Directors to vacate and abandon a portion of an alley right-of-way located in South Fort Smith, Block 19, an addition to the City of Fort Smith, Arkansas, more particularly described as follows:

A part of a platted alley in Block 19 of South Fort Smith Addition to the City of Fort Smith, Sebastian County, Arkansas being more particularly described as follows:

Beginning at an existing chiseled hole in the concrete marking the Northeast Corner of Lot 14A, said point being on the South right of way line of Tulsa Street. Thence along said South right of way line, South 86 degrees 50 minutes 28 seconds East, 20.00 feet to an existing chiseled hole in the concrete marking the Northwest Corner of Lot 1A, said point being at the intersection of the South right of way line of Tulsa Street and the East right of way line of a platted alley. Thence leaving said South right of way line and along the West line of Lots 1A, 1B and 1C and the East right of way line of said platted alley, South 03 degrees 08 minutes 54 seconds West, 148.80 feet to a set rebar with cap. Thence leaving the West line of Lot 1C and said East right of way line, North 86 degrees 50 minutes 28 seconds West, 20.00 feet to an existing rebar marking the Southeast Corner of Lot 14A, said point being on the West right of way line of a platted alley. Thence along the East line of said Lot 14A and the West right of way line of said platted alley, North 03 degrees 08 minutes 54 seconds East, 148.80 feet to the Point of Beginning, containing 0.07 of an acre and subject to any Easements of Record.

WHEREAS, after notice as required by law, the Board of Directors has at the time and place mentioned in the notice duly published as required by law, heard all persons as desiring to be heard on the questions, and has ascertained that the said alley right-of-way as described above has heretofore been dedicated to the public use as an alley right-of-way and at this time is no

longer required for the corporate purposes, and that said portion of alley right-of-way is of no practical purpose or general purpose to the citizens of Fort Smith and it is in the best interest of the citizens of Fort Smith that the alley right-of-way be closed; and that the public interest and welfare will not be adversely affected by the abandonment of the said alley.

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

SECTION 1: The City of Fort Smith hereby releases, vacates and abandons all of its rights, title and interest, together with the right of the public generally, in and to the alley designated as follows:

A part of a platted alley in Block 19 of South Fort Smith Addition to the City of Fort Smith, Sebastian County, Arkansas being more particularly described as follows:

Beginning at an existing chiseled hole in the concrete marking the Northeast Corner of Lot 14A, said point being on the South right of way line of Tulsa Street. Thence along said South right of way line, South 86 degrees 50 minutes 28 seconds East, 20.00 feet to an existing chiseled hole in the concrete marking the Northwest Corner of Lot 1A, said point being at the intersection of the South right of way line of Tulsa Street and the East right of way line of a platted alley. Thence leaving said South right of way line and along the West line of Lots 1A, 1B and 1C and the East right of way line of said platted alley, South 03 degrees 08 minutes 54 seconds West, 148.80 feet to a set rebar with cap. Thence leaving the West line of Lot 1C and said East right of way line, North 86 degrees 50 minutes 28 seconds West, 20.00 feet to an existing rebar marking the Southeast Corner of Lot 14A, said point being on the West right of way line of a platted alley. Thence along the East line of said Lot 14A and the West right of way line of said platted alley, North 03 degrees 08 minutes 54 seconds East, 148.80 feet to the Point of Beginning, containing 0.07 of an acre and subject to any Easements of Record.

SECTION 2: A copy of this Ordinance duly certified by the City Clerk shall be filed in the Office of the County for the Fort Smith District of Sebastian County, Arkansas, and recorded in the deed records of said county.

SECTION 3: This Ordinance shall take effect and be in effect from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF AUGUST 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



Publish One Time

Memo

To: Jeff Dingman, Acting City Administrator
From: Wally Bailey, Director of Development Services
Date: 8/11/2015
Re: Request for Abandonment of a Portion of an Alley Right-of-Way
South Fort Smith, Block 19

We have received the enclosed application from Stuart Leonard, agent for Robert Steel of RJ&M Properties, LLC, to vacate a portion of an alley located in Block 19, South Fort Smith Addition, between Lot 14A and lots 1A, 1B and 1C. The property is located on the southwest corner of the intersection of Tulsa Street and South 28th Street. A vicinity map is enclosed.

The applicant is requesting abandonment of this portion of the alley so that it can be combined with Lot 14A and utilized as a driveway for future duplexes.

Staff contacted the franchise utilities, appropriate city departments as well as property owners within 300 feet of the proposed abandonment. The city utility department requested that the alley be retained as a 20' sanitary sewer easement to accommodate an existing sanitary sewer line in the alley. The owner has agreed to this condition and will submit a plat delineating the alley proposed for closure as a sanitary sewer easement. There were no other concerns regarding the abandonment.

In keeping with the Board's policy, all applicants requesting right-of-way abandonments are required to sign a Memorandum of Understanding (MOU). An MOU stipulates the applicant or its assigns will not make any claims for compensation in the event the city exercises the power of eminent domain to reclaim the abandoned right-of-way. Enclosed is a copy of the MOU executed by the property owners. (See Exhibit A.)

Enclosed for the board's consideration is an ordinance authorizing the abandonment of the alley right-of-way.

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

Enc.

CITY OF FORT SMITH, ARKANSAS
REQUEST FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY OR ALLEY

APPLICATION:

Indicate one contact person for application: _____ Applicant Representative

Applicant (owner)

Representative (engineer, attorney, realtor, etc)

Name: RJM Properties, LLC

Name: STUART LEONARD

Address: 4437 Hwy. 253 South
Greewood, AR 72436

Address: 7525 LEONARD CT
FSM, AR 72916

Telephone Number: _____

Telephone Number: 479-459-4788

E-Mail: _____

E-Mail: Stuart@rmsgc.com

Site Address/Location: 2730 Tulsa

Legal Description of area to be vacated (attach separate sheet if necessary): _____

See attached

Assessor's Parcel Number for Subject Property: 17162-0016-00019-00

Reason for Request: Access to Duplex

Current Status of Right-of-Way/Easement: Alley is currently open
and has easement for sewer.

APPLICANT/REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval.

I understand that if it is determined following review of the application by city staff that ongoing utility interests must be protected through easement dedications, the applicant or his authorized agent shall be required to develop and submit a fully executed easement. Additionally, I understand that the applicant or agent will be required to execute a Memorandum of Understanding regarding any right-of-way abandonments and understand that no action will be taken by the Board of Directors on an abandonment request until said utility easement, if determined by staff is necessary, and Memorandum of Understanding are on file with the city.

I understand that I shall bear the expense of publication of notice given by the City in addition to the expense of publication of the ordinance after adoption by the Board of Directors.

Name: (printed) STUART LEONARD

Signature: *Stuart Leonard* Date: 7-21-15

Property Owner(s)/Authorized Agent: *I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is subject of this application and that I/we have read this application and consent to its filing.*

Note: If application is signed by authorized agent, all owners must sign and submit “Authorization of Agent” form.

Application Checklist:

- A list from the Sebastian County Assessor’s Office showing all property owners within 300 feet of all perimeter points of the tract being considered for abandonment. (*County Assessor is located in Room 107 of the Sebastian County Courthouse*).
- Abstractor’s Certificate of Ownership stating names of all owners of property abutting the property to be vacated
- Petition with signatures of all abutting property owners
- Metes and Bounds legal description of the area to be vacated (Provide hard copy and CD containing legal description in MS Word)
- Hard copy and PDF of survey of the site depicting the perimeter property lines and area within the property to be vacated
- Application Fee of \$150.00. This fee is non-refundable.

The Planning Department will post a sign like the one shown below at area proposed for vacation. Once the sign is posted, it must be left in place until the vacation is approved by the Board of Directors. The planning staff will remove the sign the following day after by the Board of Directors meeting.



PETITION TO VACATE

PETITION TO VACATE an alley LOCATED IN SOUTH FORT SMITH, BLOCK 19, LOT 14A-1, CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS.

TO: Fort Smith Board of Directors

We, the undersigned, being all of the owners of the real estate abutting the alley herein sought to be abandoned and vacated, lying in SOUTH FORT SMITH, BLOCK 19, LOT 14A-1, City of Fort Smith, Sebastian County, Arkansas, a municipal corporation, petition to vacate an alley which is described as follows:

Legal description

Lot 14A-1

Lot 14A and part of a platted alley in Block 19 of South Fort Smith Addition to the City of Fort Smith, Sebastian County, Arkansas being more particularly described as follows:

Beginning at an existing rebar marking the Northwest Corner of Lot 14A, said point being on the South right of way line of Tulsa Street. Thence along the North line of said Lot 14A and said right of way line, South 86 degrees 50 minutes 28 seconds East, 75.50 feet to an existing chiseled hole in the concrete marking the Northwest Corner of Lot 1A, said point being at the intersection of the South right of way line of Tulsa Street and the East right of way line of a platted alley. Thence leaving said South right of way line and along the West line of Lots 1A, 1B and 1C and the East right of way line of said platted alley, South 03 degrees 08 minutes 54 seconds West, 148.80 feet to a set rebar with cap. Thence leaving the West line of Lot 1C and said East right of way line, North 86 degrees 50 minutes 28 seconds West, 75.65 feet to an existing rebar marking the Southwest Corner of Lot 14A. Thence along the West line of said Lot 14A, North 03 degrees 12 minutes 21 seconds East, 148.80 feet to the Point of Beginning, containing 0.26 of an acre and subject to any Easements of Record.

PLATTED ALLEY RIGHT OF WAY DESCRIPTION

A part of a platted alley in Block 19 of South Fort Smith Addition to the City of Fort Smith, Sebastian County, Arkansas being more particularly described as follows:

Beginning at an existing chiseled hole in the concrete marking the Northeast Corner of Lot 14A, said point being on the South right of way line of Tulsa Street. Thence along said South right of way line, South 86 degrees 50 minutes 28 seconds East, 20.00 feet to an existing chiseled hole in the concrete marking the Northwest Corner of Lot 1A, said point being at the intersection of the South right of way line of Tulsa Street and the East right of way line of a platted alley. Thence leaving said South right of way line and along the West line of Lots 1A, 1B and 1C and the East right of way line of said platted alley, South 03 degrees 08 minutes 54 seconds West, 148.80 feet to a set rebar with cap. Thence leaving the West line of Lot 1C and said East right of way line, North 86 degrees 50 minutes 28 seconds West, 20.00 feet to an existing rebar marking the Southeast Corner of Lot 14A, said point being on the West right of way line of a platted alley. Thence along the East line of said Lot 14A and the West right of way line of said platted alley, North 03 degrees 08 minutes 54 seconds East, 148.80 feet to the Point of Beginning, containing 0.07 of an acre and subject to any Easements of Record.

That the abutting real estate affected by said abandonment of the alley are SOUTH FORT SMITH, BLOCK 19, LOT 14A-1 has not been used by the public for a period of years, and that the public interest and welfare would not be adversely affected by the abandonment of the above-described alley.

The petitioners pray that the City of Fort Smith, Arkansas, abandon and vacate the above-described real estate, subject to existing public utility easements, water line easements, sewer easements, or drainage easements as required, and that the above-described real estate be used for the respective benefit and purpose as now approved by law.

The petitions further pray that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREAS, the undersigned petitioners respectfully pray that the governing body of the City of Fort Smith, Arkansas, abandon and vacate the above-described real estate, subject to existing public utility easements, water line easements, sewer easements, or drainage easements as required, and that title to said real estate sought to be abandoned be vested in the abutting owners as provided by law.

Dated this 23 day of July, 2015

Robert R Steel
Printed Name

Robert R Steel
Signature

AUTHORIZATION OF AGENT

If an agent is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, hereby authorize
STUART Leonard to act as our agent.
(Print Name of Agent)

(Type or clearly print)

NAME & ADDRESS OF ALL OWNERS.

SIGNATURE OF ALL OWNERS.

1. Robert Steel Robert R Steel
4437 Hwy 253 South
Greenwood AR 72936

2. _____

3. _____

4. _____

VICINITY MAP

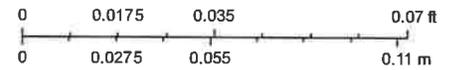
Block 19, South Fort Smith Addition - Proposed Alley Closing



July 27, 2015

Fort Smith City Limits
 Subdivisions

1:1,424



MEMORANDUM OF UNDERSTANDING

On _____, the Board of Directors of the City of Fort Smith passed Ordinance No. _____ closing, vacating and abandoning a portion of an alley right-of-way located in South Fort Smith, Block 19, an addition to the City of Fort Smith, Sebastian County, Arkansas, more particularly described as follows:

A part of a platted alley in Block 19 of South Fort Smith Addition to the City of Fort Smith, Sebastian County, Arkansas being more particularly described as follows:

Beginning at an existing chiseled hole in the concrete marking the Northeast Corner of Lot 14A, said point being on the South right of way line of Tulsa Street. Thence along said South right of way line, South 86 degrees 50 minutes 28 seconds East, 20.00 feet to an existing chiseled hole in the concrete marking the Northwest Corner of Lot 1A, said point being at the intersection of the South right of way line of Tulsa Street and the East right of way line of a platted alley. Thence leaving said South right of way line and along the West line of Lots 1A, 1B and 1C and the East right of way line of said platted alley, South 03 degrees 08 minutes 54 seconds West, 148.80 feet to a set rebar with cap. Thence leaving the West line of Lot 1C and said East right of way line, North 86 degrees 50 minutes 28 seconds West, 20.00 feet to an existing rebar marking the Southeast Corner of Lot 14A, said point being on the West right of way line of a platted alley. Thence along the East line of said Lot 14A and the West right of way line of said platted alley, North 03 degrees 08 minutes 54 seconds East, 148.80 feet to the Point of Beginning, containing 0.07 of an acre and subject to any Easements of Record.

For good and valuable consideration, the receipt of which is hereby acknowledged, Robert R. Steel of RJ&M Properties, LLC, agrees that in the event the City of Fort Smith, condemns all or a portion of the lands and buildings contiguous to said alley right-of-way and owned by RJ&M Properties, LLC, its successors or assigns, under the power of eminent domain, that the property owner, their successors or assigns, will make no claim to compensation for the value of the abandoned alley right-of-way described above. Nothing contained herein shall preclude RJ&M Properties, LLC, or its successors or assigns from claiming compensation for improvements situated on the abandoned alley right-of-way in the event of condemnation. By way of example, and example only, if the City condemns the property of RJ&M Properties, LLC, and the total land condemned is 100,000 square feet and the abandoned alley right-of-way constitutes 10,000 square

feet of that total, then the value of the land shall be reduced by 10% for condemnation compensation purposes.

This Memorandum of Understanding shall be binding on RJ&M Properties, LLC, its successors or assigns.

In witness whereof, this document is executed this 6 day of August 2015.

RJ&M Properties, LLC

By: Robert R Steel
Robert R. Steel

ACKNOWLEDGMENT

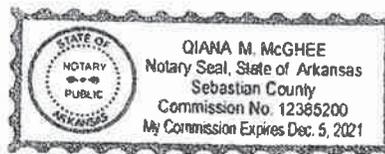
STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 6th day of August 2015, before me, a Notary Public within and for the aforesaid county and state, duly commissioned and acting, appeared, Robert R. Steel, to me personally well known as, or proven to be, the person whose name appears upon the within and foregoing document and stated that he was the owner of RJ&M Properties, LLC and is duly authorized to execute the foregoing conveyance for and on its behalf and he respectively acknowledged to me that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office as such Notary Public at the County and State aforesaid on this 6th day of August 2015.

Qiana M. McGhee
Notary Public

My Commission Expires:
December 5, 2021



2A

ORDINANCE NO.
AN ORDINANCE AMENDING THE 2015 BUDGET

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

SECTION 1: There is hereby authorized the following appropriations attached as Exhibit 1, from the unreserved/unrestricted balances of the General Fund from 6626-002-0101 Transfer to LOPFI Contribution Fund to 3724-000-1109 Due to Other Funds- LOPFI.

THIS ORDINANCE ADOPTED THIS 18th DAY OF August, 2015.

APPROVED:

MAYOR

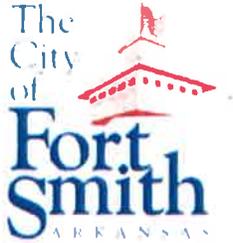
ATTEST:

CITY CLERK

APPROVED AS TO FORM:



Publish One Time



MEMORANDUM

August 12, 2015

TO: Jeff Dingman, Acting City Administrator

FROM: Jennifer Walker, Deputy Finance Director

SUBJECT: 2015 Budget Amendments – General Fund

Attached are two proposed ordinances amending the 2015 General Fund Budget as presented and reviewed at the August 11, 2015 Study Session. A summary of the county sales tax revision and proposed budget reductions to programs is included as an attachment to this memo.

Ordinance A amends the General fund expense budget. Please note one change to the reductions from the original proposal. The Transit Program 6550 is 100% General Fund. However, 50% of personnel and operations are funded through a federal grant reimbursement program and as such cannot be assigned to other funding needs. I have reduced the net allocation to the General fund to \$63,100 accordingly.

As revised, the total proposed program reduction is \$946,909. The net effect to the General Fund is \$770,473. As listed in the ordinance recital, \$770,473 will be transferred to the Pension fund in 2015.

Ordinance B amends the General fund budgeted revenue. A review of County Sales Tax assigned to the General fund in January 1 – June 30, 2015 shows actual revenue is approximately \$315,000 higher than budgeted revenue compared to the same time period last year. Due to unusual July 2015 sales tax figures, Finance is not recommending additional increases to budgeted figures for July – December 2015 at this time. The ordinance will increase County Sales tax revenue from \$15,580,462 to \$15,895,000. This represents an increase of \$314,538.

Please note, the ordinances as prepared only indicate transferring the expense reduction of \$770,473 to the Pension fund. If the Board desires to transfer any of the additional revenue adjustment to the Pension fund, Ordinance B should be amended to add the recital.

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

City of Fort Smith, Arkansas
General Fund Program Reductions
Remaining 5 Months 2015

	<u>Proposed Reduction</u>	<u>General Fund Allocation</u>
Mayor (4100)	14,100	6,063
100's - Personnel	0	-
200's - Operations	14,100	6,063
Board of Directors (4101)	4,590	1,285
100's - Personnel	0	-
200's - Operations	4,590	1,285
City Administrator (4102) (Note 1)	44,510	10,237
100's - Personnel	2,920	672
200's - Operations	41,590	9,566
District Court (4201) (Note 2)	9,000	6,300
100's - Personnel	0	-
200's - Operations	9,000	6,300
Internal Audit (4405)	1,000	280
100's - Personnel	0	-
200's - Operations	1,000	280
Human Resources (4104)	7,000	3,710
100's - Personnel	0	-
200's - Operations	7,000	3,710
City Clerk (4105)	7,100	2,343
100's - Personnel	0	-
200's - Operations	7,100	2,343
Finance (4301) (Note 3)	20,050	4,612
100's - Personnel	7,500	1,725
200's - Operations	12,550	2,887
Purchasing (4306)	10,650	3,515
100's - Personnel	550	182
200's - Operations	10,100	3,333
ITS (4401)	34,500	13,800
100's - Personnel	500	200
200's - Operations	34,000	13,600
Planning & Zoning (4106)	23,500	15,275
100's - Personnel	6,000	3,900
200's - Operations	17,500	11,375

**City of Fort Smith, Arkansas
General Fund Program Reductions
Remaining 5 Months 2015**

	<u>Proposed Reduction</u>	<u>General Fund Allocation</u>
Building Safety (4108)	5,500	5,500
100's - Personnel	0	-
200's - Operations	5,500	5,500
Neighborhood Services (6900)	8,800	8,800
100's - Personnel	0	-
200's - Operations	8,800	8,800
Police (4702, 4703)	469,119	469,119
100's - Personnel	400,000	400,000
200's - Operations	69,119	69,119
Fire (4801, 4802, 4804)	93,440	93,440
100's - Personnel	79,170	79,170
200's - Operations	14,270	14,270
Parks Maintenance Program 6201 (Note 4)	31,700	26,945
100's - Personnel	0	-
200's - Operations	31,700	26,945
Parks (6202,6204,6205,6206,6207)	36,150	36,150
100's - Personnel	0	-
200's - Operations	36,150	36,150
Transit (6550) (Note 5)	126,200	63,100
100's - Personnel	58,700	29,350
200's - Operations	67,500	33,750
Total Reduction to General Fund	<u>946,909</u>	<u>\$ 770,473</u>

Note 1: City Administrator budget will need to appropriate additional funds in 2015 for Mr. Gosack's retirement payout.

Note 2: District Court total cut is reduced by \$2,700 as the reimbursement from Sebastian County accounts for 30% of total costs of the District Court program.

Note 3: Finance will need to appropriate funds in 2015 for Ms. Bushkuhl's retirement payout.

Note 4: Program 6201 is allocated 85%/15% between the General Fund and the Street Maintenance Fund for personnel and operating costs. Therefore, it must be separated from other parks programs for this purpose. If capital cuts are chosen, those would be 100% net reductions from the General Fund.

Note 5: Transit Personnel and Operating accounts are 50% reimbursed by federal grants

2B

ORDINANCE NO.

AN ORDINANCE REVISING 2015 BUDGET COUNTY SALES
TAX REVENUE ESTIMATE

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

SECTION 1: The 2015 Budgeted revenue estimate for the county sales tax (\$1,580,462) is revised as reflected on the the attached Exhibit 1 (\$15,895,000). The increased revenue amount anticipated (\$314,538) is to be transferred to 3724-000-1109 Due from Other Funds LOPFI from 6626-002-1109 Transfer to LOPFI Contribution Fund.

THIS ORDINANCE ADOPTED THIS 18th DAY OF August, 2015.

APPROVED:

MAYOR

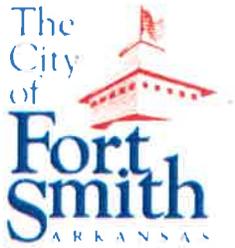
ATTEST:

CITY CLERK

APPROVED AS TO FORM:



Publish One Time



2B

MEMORANDUM

August 12, 2015

TO: Jeff Dingman, Acting City Administrator
FROM: Jennifer Walker, Deputy Finance Director
SUBJECT: 2015 Budget Amendments – General Fund

Attached are two proposed ordinances amending the 2015 General Fund Budget as presented and reviewed at the August 11, 2015 Study Session. A summary of the county sales tax revision and proposed budget reductions to programs is included as an attachment to this memo.

Ordinance A amends the General fund expense budget. Please note one change to the reductions from the original proposal. The Transit Program 6550 is 100% General Fund. However, 50% of personnel and operations are funded through a federal grant reimbursement program and as such cannot be assigned to other funding needs. I have reduced the net allocation to the General fund to \$63,100 accordingly.

As revised, the total proposed program reduction is \$946,909. The net effect to the General Fund is \$770,473. As listed in the ordinance recital, \$770,473 will be transferred to the Pension fund in 2015.

Ordinance B amends the General fund budgeted revenue. A review of County Sales Tax assigned to the General fund in January 1 – June 30, 2015 shows actual revenue is approximately \$315,000 higher than budgeted revenue compared to the same time period last year. Due to unusual July 2015 sales tax figures, Finance is not recommending additional increases to budgeted figures for July – December 2015 at this time. The ordinance will increase County Sales tax revenue from \$15,580,462 to \$15,895,000. This represents an increase of \$314,538.

Please note, the ordinances as prepared only indicate transferring the expense reduction of \$770,473 to the Pension fund. If the Board desires to transfer any of the additional revenue adjustment to the Pension fund, Ordinance B should be amended to add the recital.

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

City of Fort Smith, Arkansas
Sales Tax Revenue
REVISED PROJECTIONS 2015 BUDGET
 Date revised: July 25, 2015

Revised 2015
Revenue
Estimate

	County Sales Tax (General Fund)			2015
	2014	2015 Budget	2015 Actual	
January	\$ 1,455,790	\$ 1,453,653	\$ 1,532,148	1,532,000
February	1,127,635	1,122,125	1,226,488	1,226,000
March	1,293,671	1,289,821	1,255,527	1,256,000
April	1,321,530	1,317,959	1,419,024	1,419,000
May	1,151,199	1,145,925	1,297,471	1,297,000
June	1,427,869	1,425,361	1,338,775	1,339,000
July	1,288,041	1,284,136		1,284,000
August	1,282,949	1,278,992		1,279,000
September	1,333,033	1,329,578		1,330,000
October	1,323,164	1,319,519		1,320,000
November	1,328,508	1,325,008		1,325,000
December	1,292,247	1,288,385		1,288,000
Total	<u>\$ 15,625,636</u>	<u>\$ 15,580,462</u>	<u>\$ 8,069,433</u>	<u>\$ 15,895,000</u>
			Increase to Budget	\$ 314,538

RESOLUTION NO. _____

A RESOLUTION GRANTING A TEMPORARY REVOCABLE LICENSE FOR THE PLACEMENT OF A RETAINING WALL IN A PUBLIC UTILITY EASEMENT AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT

SMITH, ARKANSAS, THAT:

SECTION 1: A Temporary Revocable License is hereby granted to Wal-Mart Real Estate Business Trust, a Delaware statutory trust, its successors or assigns for the placement and maintenance of a retaining wall within a public utility easement as shown on Exhibits "A" and "B" and adjacent to the following described property:

COMMENCING at a found 5/8 inch rebar with cap "LS 773" the Northwest corner of the NW1/4 of the SE1/4, Section 10, Township 7 North, Range 32 West; Thence South 03°18'01" West, a distance of 128.18 feet; Thence South 86°41'59" East, a distance of 240.10 feet to a found 5/8 inch rebar with cap "LS 773" at the intersection of the North boundary of said Lot 1-A-1 and the East right-of-way of South 36th Terrace; Thence continuing along said North boundary, South 86°43'43" East, a distance of 173.33 feet to the POINT OF BEGINNING;

Thence continuing along said North boundary the following two (2) courses:
South 86°43'43" East, a distance of 6.65 feet to a found 1 inch Pipe with cap "LS 773";
North 03°18'40" East, a distance of 1.85 feet;

Thence departing said North boundary South 86°41'20" East, a distance of 8.95 feet; Thence South 62°40'39" West, a distance of 18.12 feet; Thence North 03°16'17" East, a distance of 7.38 feet to the POINT OF BEGINNING, containing 60 square feet more or less.

SECTION 2: The Mayor is authorized to execute the agreement for the above-captioned Temporary Revocable License.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____ 2015.

APPROVED:

Mayor

ATTEST:

Approved as to form

City Clerk



NPR

Memo

To: Jeff Dingman, Acting City Administrator

From: Wally Bailey, Director of Development Services

Date: August 13, 2015

Subject: Temporary Revocable License for the placement of a retaining wall within a public utility easement – 8600 U.S. Highway 71 South

Tom Burry, on behalf of Wal-Mart Stores, Inc., has requested a Temporary Revocable License to allow the placement of a retaining wall within a public utility easement at the Wal-Mart Neighborhood Market under construction at 8600 U.S. Highway 71 South. The proposed retaining wall is 1.25' in height and 12' in length and will facilitate the construction of a sidewalk. Exhibits A and B show the location and dimensions of the retaining wall.

The request was reviewed by all franchise utilities companies and appropriate city departments. There were no objections to the retaining wall. Wal-Mart is agreeable to the terms of the enclosed Temporary Revocable License Agreement (Exhibit C).

Attached for the Board's consideration is a Resolution granting the Temporary Revocable License and authorizing Mayor Sanders to sign the agreement.

If you have any questions regarding this matter, please contact me.

Enc.

**CITY OF FORT SMITH, ARKANSAS
REQUEST FOR TEMPORARY REVOCABLE LICENSE**

APPLICATION:

Indicate one contact person for application: _____ Applicant Representative

Applicant (owner)

Representative (engineer, attorney, realtor, etc)

Name: Walmart Stores, Inc.

Name: CEI Engineering - Tom Burry

Address: 2001 SE 10th St.
Bentonville, AR 72712

Address: 3108 SW Regency Pkwy., Suite 2
Bentonville, AR 72712

Telephone Number: 479-204-0070

Telephone Number: 479-273-9472

E-Mail: _____

E-Mail: tburry@ceieng.com

Site Address/Location: 8600 Hwy 71 S - Neighborhood Market #4579

Legal Description of area for which Temporary Revocable License is requested: attach separate sheet if necessary): Attached

Reason for Request: This request is to allow a small retaining wall within the City's public utility easement. The retaining wall is to allow the installation of a sidewalk to connect the building to a public sidewalk and not encroach on the neighbors property.

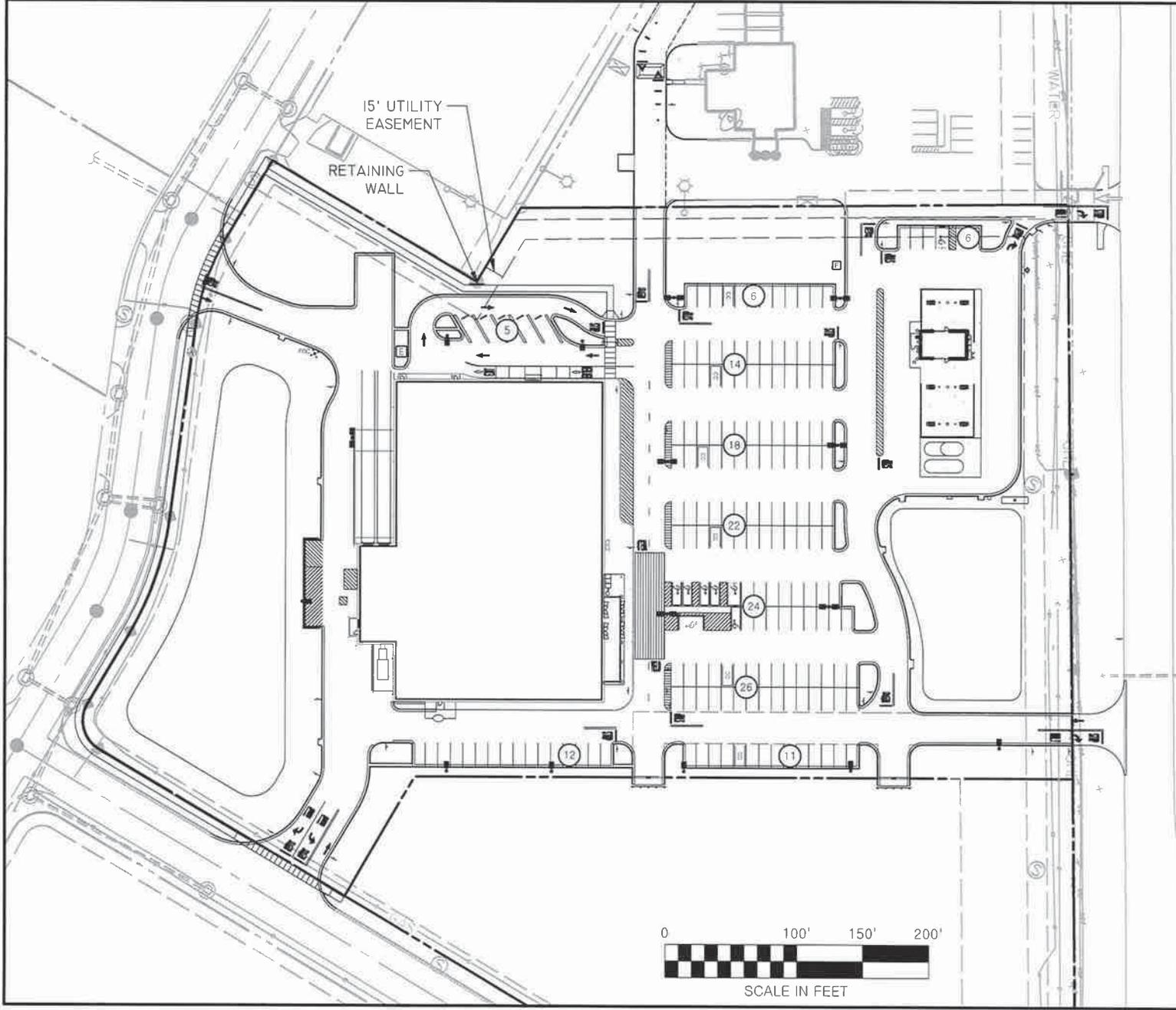
APPLICANT/REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval.

Name: (printed) Tom Burry / CEI Engineering Associates, Inc.

Signature:  Date: 8/14/15

Property Owner(s)/Authorized Agent: *I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is subject of this application and that I/we have read this application and consent to its filing.*

Note: If application is signed by authorized agent, all owners must sign and submit "Authorization of Agent" form.



JOB # 27328 DRAWING 4579 Fort Smith.dwg LAST SAVED BY: BDAYS

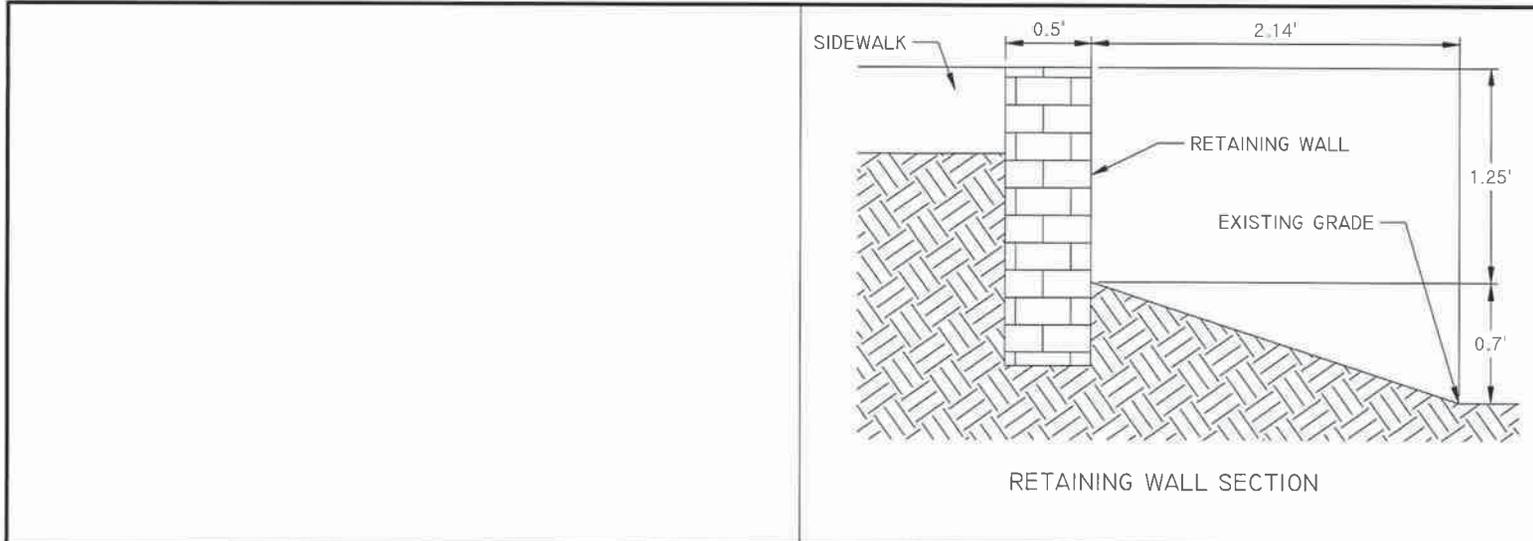
Walmart
Save money. Live better.

CEI
Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

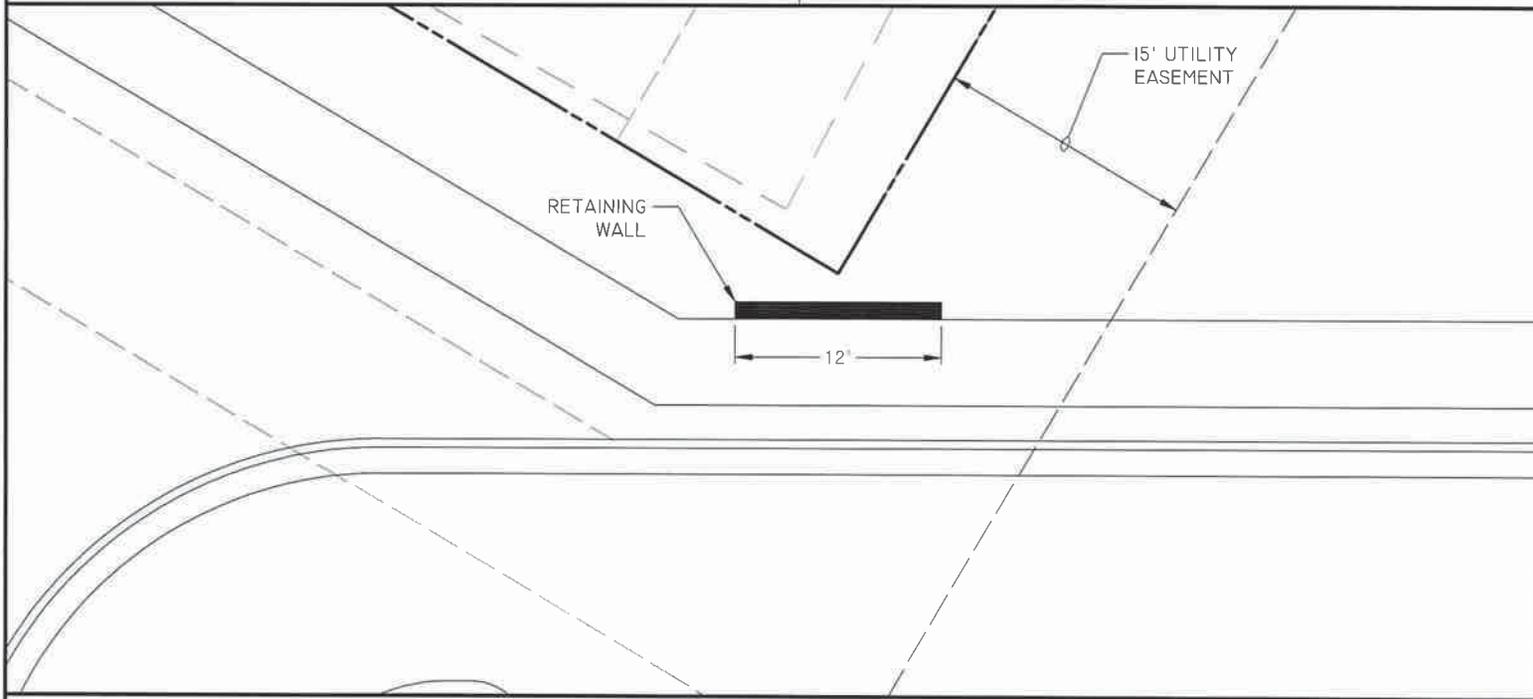
3108 S.W. REGENCY PARKWAY, SUITE 2
Bentonville, AR 72712
(479)273-9472
FAX (479)273-0844

NEIGHBORHOOD MARKET #4579-0
CLEAN SITE PLAN
8600 & 8550 US HWY 71 S
FORT SMITH, ARKANSAS

INITIAL DESIGN		8/12/15	
DATE	DATE	DATE	DATE
143	148	200	280
DRGR	PLM	DES	DRW
JOB NO.: 27328			
DWG NAME: 4579 Fort Smith			
DATE 8/12/15		SHEET NO.	
10:08 AM		1 OF 2	
EXHIBIT			



RETAINING WALL SECTION



RETAINING WALL PLAN

Engineering Associates, Inc.
 ENGINEERS • PLANNERS • SURVEYORS
 LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

GEI

3108 S.W. REGENCY PARKWAY, SUITE 2
 Bentonville, AR 72712
 (479)273-9472
 FAX (479)273-0844

NEIGHBORHOOD MARKET #4579-0
 RETAINING WALL PLAN AND DETAIL
 8600 & 8550 US HWY 71 S
 FORT SMITH, ARKANSAS

Walmart
 Save money. Live better.

INITIAL DESIGN		8/12/15
TAN	1/8	MC
DROR	PH	DES
JOB NO.: 27328		DRW
DWG NAME: 4579 F01 S01		
DATE	SHEET NO.	
8/12/15	2 OF 2	
10:47 AM		
EXHIBIT		

JOB # 27328 DRAWING: 4579 F01 S01.DWG LAST SAVED BY: BDAVIS

© 2015 BY ENGINEERING ASSOCIATES, INC.

TEMPORARY REVOCABLE LICENSE AGREEMENT

SECTION 1: On _____ the Board of Directors passed Resolution No. _____ granting a temporary revocable license to Wal-Mart Real Estate Business Trust, a Delaware statutory trust., its successors or assigns, which, subject to the terms and conditions expressed in this Agreement, temporarily allows the placement and maintenance of a retaining wall as shown on Exhibits A & B within a public utility easement and within the following described property:

A Tract of land being a portion of Lot 1-A-1 of the Commercial Park South Phase II, an addition to the City of Fort Smith, Sebastian County, Arkansas as shown on Plat No. "P" 2015, being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8 inch rebar with cap "LS 773" the Northwest corner of the NW1/4 of the SE1/4, Section 10, Township 7 North, Range 32 West; Thence South 03°18'01" West, a distance of 128.18 feet; Thence South 86°41'59" East, a distance of 240.10 feet to a found 5/8 inch rebar with cap "LS 773" at the intersection of the North boundary of said Lot 1-A-1 and the East right-of-way of South 36th Terrace; Thence continuing along said North boundary, South 86°43'43" East, a distance of 173.33 feet to the POINT OF BEGINNING;

Thence continuing along said North boundary the following two (2) courses:
 South 86°43'43" East, a distance of 6.65 feet to a found 1 inch Pipe with cap "LS 773";
 North 03°18'40" East, a distance of 1.85 feet;

Thence departing said North boundary South 86°41'20" East, a distance of 8.95 feet; Thence South 62°40'39" West, a distance of 18.12 feet; Thence North 03°16'17" East, a distance of 7.38 feet to the POINT OF BEGINNING, containing 60 square feet more or less.

Section 2: It is agreed that the City shall have no responsibility for the maintenance of the retaining wall. If the retaining wall is damaged in any manner, same shall be removed by the licensee, or any successor or assignee, at the licensee's sole cost and expense (or at the sole cost of any

successor or assignee) in a manner meeting the approval of the City Administrator. Additionally, at the sole discretion of the City Administrator, upon thirty (30) days notice from the City Administrator, the licensee or any successor or assignee shall remove the retaining wall from the public utility easement at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) and in a manner meeting the approval of the City Administrator. The licensee, its successor or assignees, shall hold the City harmless from and indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the placement and maintenance of said improvements. Should any City department require access to the public utility easement, said City department shall have no duty to give prior notice to the licensee in emergency situations. For routine or scheduled maintenance, reasonable notice shall be given if the work may affect any improvement by the licensee. Under any circumstance, the City shall have no responsibility to protect or replace any improvements of the licensee that are across and within the public utility easement.

SECTION 3: The terms of this temporary license are deemed accepted by the licensee by the licensee's signature below and by any successor or assignee of the licensee by the acquisition of or reliance on the rights to the temporary license granted by the City.

In witness whereof, this document is executed this ____ day of _____, 2015.

CITY OF FORT SMITH, ARKANSAS

BY: _____

Sandy Sanders, Mayor of Fort Smith

Attest:

City Clerk

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

BY: _____
L.B. Johnson, Vice President of Real Estate

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared, Sandy Sanders, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public within and for the aforesaid county and state, duly commissioned and acting, appeared, L.B. Johnson, to me personally well known as, or proven to be, the person whose name appears upon the within and foregoing document and stated that he is the Vice President of Real Estate of Wal-Mart Real Estate Business Trust. and is duly authorized to execute the foregoing conveyance for and on its behalf and he respectively acknowledged to me that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office as such Notary Public at the County and State aforesaid on this _____ day of _____ 20__.

Notary Public

My Commission Expires:

RESOLUTION _____

A RESOLUTION TO ACCEPT THE BIDS AND AUTHORIZE A CONTRACT FOR THE CONSTRUCTION OF WATER AND SEWER LINE IMPROVEMENTS SERVING THE ARKANSAS COLLEGE OF OSTEOPATHIC MEDICINE PROJECT NO. 15-90-A, EDA AWARD No. 08-79-04996

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

SECTION 1: Subject to concurrence by the Economic Development Administration, the bid of Brothers Construction, Inc., received August 11, 2015, for the construction of the water and sewer improvements serving the Arkansas College of Osteopathic Medicine, Project No. 15-90-A, EDA Award No. 08-79-04996 in the amount of \$749,184.00 is hereby accepted.

SECTION 2: The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the contract with Brothers Construction, Inc. for Project No. 15-90-A, EDA Award No. 08-79-04996, subject to the terms set forth in Section 1 above.

SECTION 3: Payment for construction contract pursuant to Sections 1 and 2 is hereby authorized from the Water and Sewer Capital Improvement Projects Fund (6505).

This resolution adopted this _____ day of August, 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required



Memorandum

TO: Jeff Dingman, Acting City Administrator

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

DATE: August 12, 2015

SUBJECT: Water and Sewer Line Improvements to serve the
Arkansas College of Osteopathic Medicine
Project No. 15-90-A, EDA Award No. 08-79-04996

This project includes the installation of public water and sewer line improvements in the vicinity of the Arkansas College of Osteopathic Medicine (ACOM). Last year the City applied for an Economic Development (EDA) grant for infrastructure improvements to support The Degen Foundation with its plans to develop ACOM. As part of the local match for the EDA grant, the City is constructing public water line improvements, sewer improvements and street improvements to Veterans Avenue both north and south of the campus as shown on the attached exhibit. The public street improvement work will be let as a separate contract in approximately 4 to 6 weeks.

The total local match of \$1,864,000 includes \$1,505,000 by the City and \$359,000 by The Degen Foundation. The EDA awarded a maximum federal share of \$1,200,000 for infrastructure improvements at the medical school. The EDA federal share and The Degen Foundation contribution will be utilized to construct parking lots on the campus and to widen Chad Colley Boulevard adjacent to the campus to add two additional lanes.

Construction plans and specifications for the public water and sewer line improvements were prepared by Mickle Wagner Coleman, Inc. of Fort Smith. An advertisement was published and bids were received on August 11, 2015. Six contractors requested plans and specifications, and six bids were received which are summarized as follows:

CONTRACTOR	AMOUNT	CONTRACTOR	AMOUNT
1. Brothers Construction Van Buren, AR	\$749,184.00	5. Crawford Const. Van Buren, AR	\$874,967.00
2. Kraus, Inc. Fort Smith, AR	\$767,952.00	6. Forsgren, Inc. Fort Smith, AR	\$875,373.75
3. AJ Greenwood Van Buren, AR	\$772,211.00	<i>Engineer's Estimate</i>	<i>\$710,146.00</i>
4. Goodwin & Goodwin Fort Smith, AR	\$858,311.50		

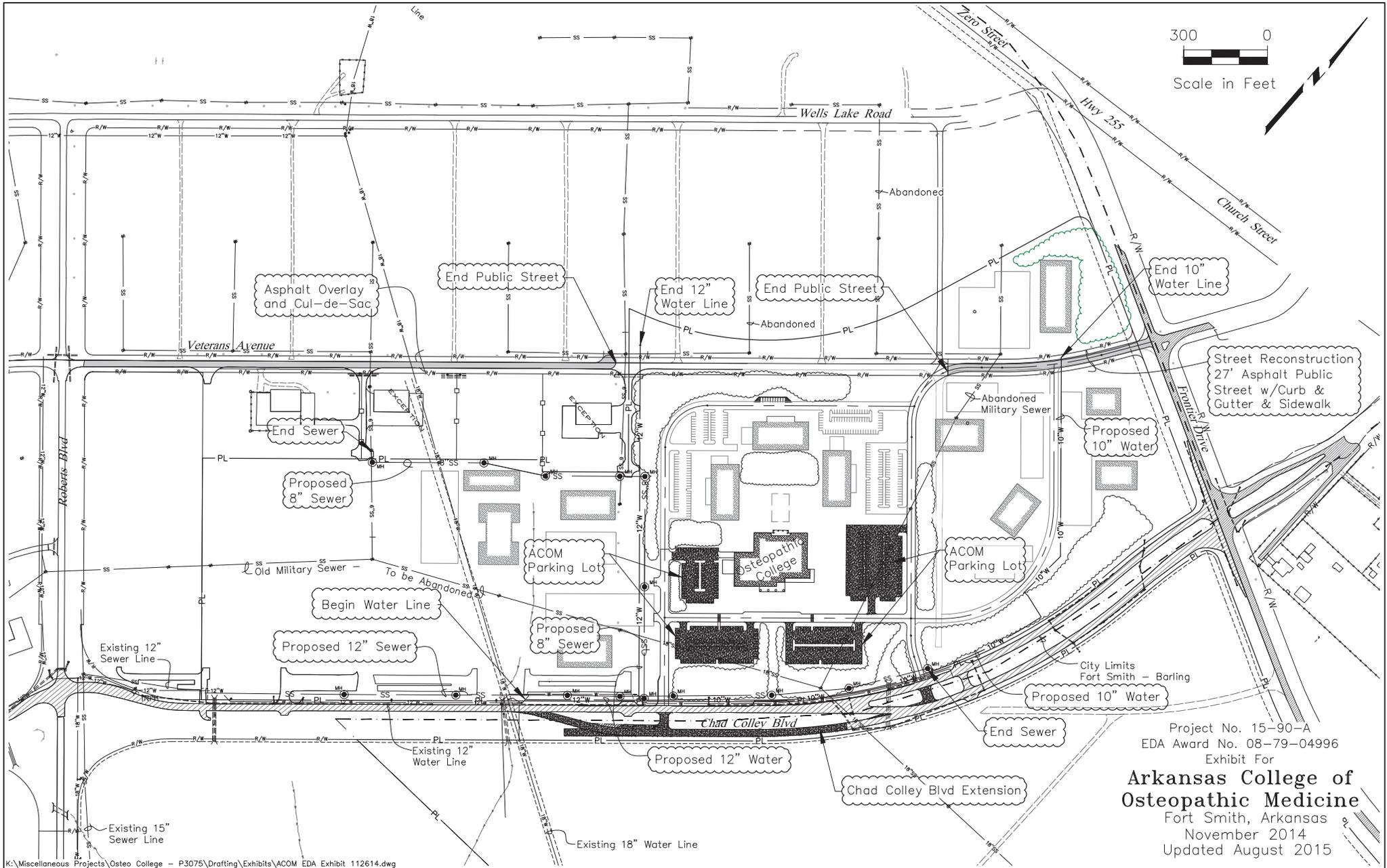
Jeff Dingman
August 12, 2015
Page 2

The City's ordinance which provides for a local preference of 5% for bidders is not allowed due to the Federal procurement requirements. I recommend that the lowest bid be accepted and that the construction contract be awarded to Brothers Construction. The estimated notice to proceed date for this contract is September 14, 2015. Based on the contract duration of 120 days, the estimated completion date would be January 11, 2016.

This project is also in alignment with the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-5.1 (Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems), TI-5.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs), and PFS-4.2 (Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth).

Attached is a Resolution to accomplish the above recommendation.

Attachments



K:\Miscellaneous Projects\Osteo College - P3075\Drafting\Exhibits\ACOM EDA Exhibit 112614.dwg

Project No. 15-90-A
 EDA Award No. 08-79-04996
 Exhibit For
**Arkansas College of
 Osteopathic Medicine**
 Fort Smith, Arkansas
 November 2014
 Updated August 2015

RESOLUTION _____

**A RESOLUTION TO ACCEPT THE BIDS AND AUTHORIZE A
CONTRACT FOR THE CONSTRUCTION OF
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 15-03-C**

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

SECTION 1: The bid of Forsgren, Inc. received August 11, 2015 for the construction of Street Overlays/Reconstruction, Project No. 15-03-C, in the amount of \$2,593,548.90 be accepted.

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

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

This resolution adopted this _____ day of August, 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required



Memorandum

TO: Jeff Dingman, Acting City Administrator

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

DATE: August 12, 2015

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

The above subject project consists of asphalt street overlays, reconstruction and minor drainage improvements for the streets shown on the attached exhibit. The total length of streets to be improved is approximately 2.3 miles.

Construction plans and specifications were prepared by EDM Consultants, Inc. of Fort Smith. An advertisement was published and bids were received on August 11, 2015. Four contractors requested plans and specifications and three bids were received which are summarized as follows:

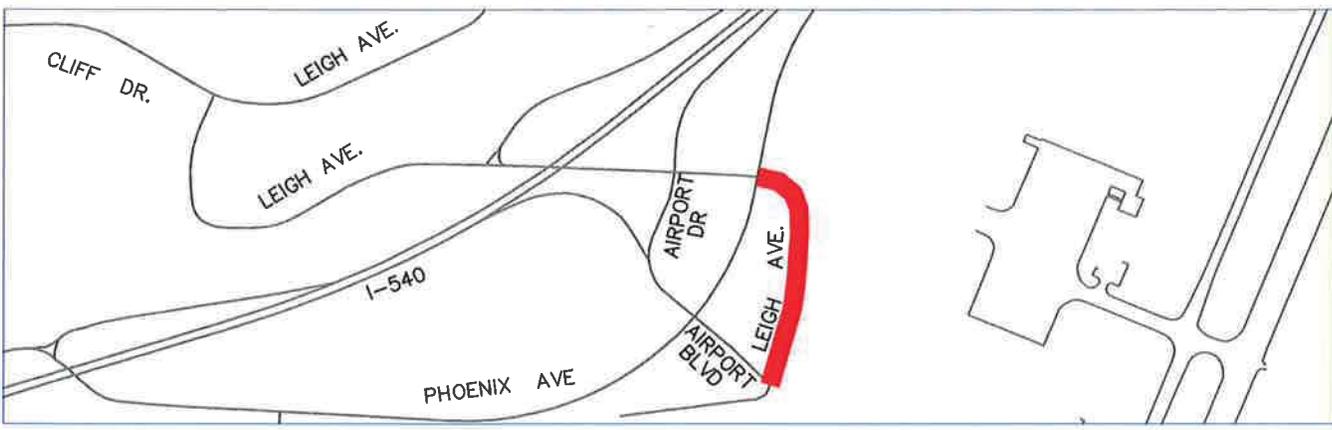
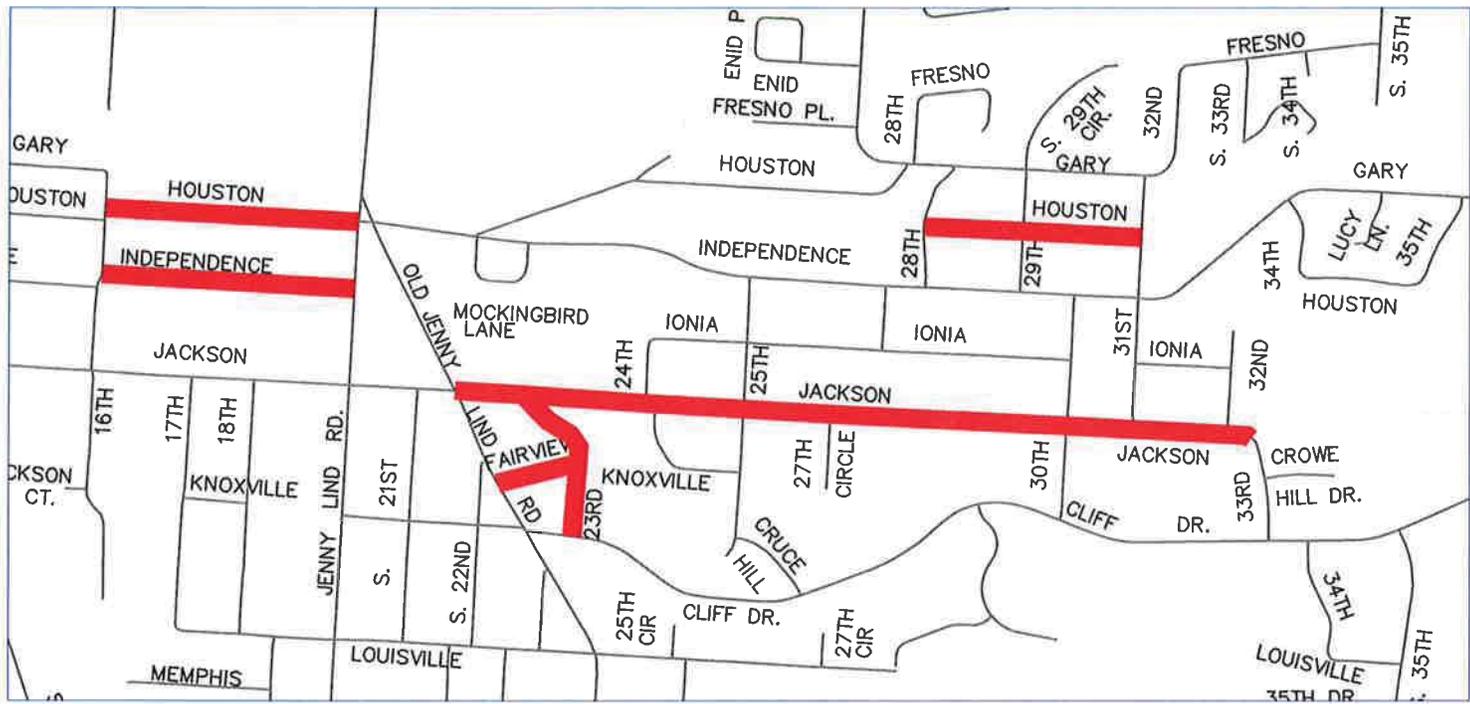
CONTRACTOR	AMOUNT	CONTRACTOR	AMOUNT
1. Forsgren, Inc. Fort Smith, AR	\$2,593,548.90	3. Township Builders Little Rock, AR	\$3,039,379.00
2. Goodwin & Goodwin Fort Smith, AR	\$2,955,498.00	<i>Engineer's Estimate</i>	<i>\$2,500,000.00</i>

I recommend that the lowest bid be accepted and that the construction contract be awarded to Forsgren, Inc. The estimated notice to proceed date for this contract is September 14, 2015. Based on the contract duration of 270 days, the estimated completion date would be June 9, 2016.

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

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

Attachments



<p>2015 CAPITAL IMPROVEMENTS PROGRAM STREET OVERLAYS/RECONSTRUCTION</p> 	<p>Project: 15-03-C</p>
	<p>Date: OCT. 2014</p>
	<p>Scale: NONE</p>
	<p>Drawn By: RBR</p>

RESOLUTION NO. _____

A RESOLUTION NAMING THE BASKETBALL COURTS AT
MARTIN LUTHER KING JR PARK THE ALMER LEE BASKETBALL COURTS

WHEREAS, nominations for naming the basketball courts at Martin Luther King Jr. Park were solicited by public notice in the Times Record newspaper on June 16 & 21, 2015; and

WHEREAS, the Parks and Recreation Commission considered all nominations received; and

WHEREAS, notice of the initial selection was published in the Times Record newspaper on July 19 & 26, 2015 as required by the city's naming policy; and

WHEREAS, the Parks and Recreation Commission has considered all public comments received and recommend to the Board of Directors that the basketball courts at Martin Luther King Jr. Park be named the Almer Lee Basketball Courts;

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

Section 1: The Board of Directors hereby names the basketball courts at Martin Luther King Jr. Park the Almer Lee Basketball Courts.

Section 2: The city administrator and his staff are directed to place the appropriate signage to recognize the naming authorized by Section 1 of this Resolution.

This Resolution passed this _____ day of August, 2015.

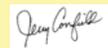
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM



No Publication Required



Memo:

August 12, 2015

To: Jeff Dingman, City Administrator
From: Doug Reinert, Director of Parks and Recreation *DSR*
Re: Naming the Martin Luther King Park Basketball Courts, Almer Lee Basketball Courts

Almer Lee was a high school All-American at Fort Smith Northside High School and spent his freshman year at Phillips County Junior College before transferring to University of Arkansas. He led the Razorbacks in scoring in 1970 and 1971 as a sophomore and a junior. An early season injury ended his senior season. Almer Lee, was the first African American to letter in basketball for the Razorbacks and was inducted into the UA Sports Hall of Honor in 2011.

It has been stated that Almer Lee is a big part of the reason Northside High School is successful today with its diverse population and successful students it has produced over the years. The naming policy has been followed by advertising in the Times Record asking for nominations and comments. It is the recommendation of the Fort Smith Parks and Recreation Commission to name the MLK Basketball courts after Almer Lee.

Almer Lee's family lived in the Elm Grove housing development when he was a child. Almer honed his basketball skills on the MLK basketball courts. The Parks and Recreation Commission agreed that it is very fitting to name the basketball courts in honor of University of Arkansas Hall of Fame member Almer Lee. Park Partners has received a \$3,000 grant to place a memorial in honor of Fort Smith native Almer Lee. Recommendations for a plaque and memorial to be placed in the vicinity of the basketball courts will be brought to the Board of Directors for approval at a later date. If you have questions, please call.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH INLAND WASTE SOLUTIONS, LLC

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the attached Non-Residential Solid Waste Collection and Disposal Permit and Agreement with Inland Waste Solutions, LLC.

This resolution adopted this _____ day of August, 2015.

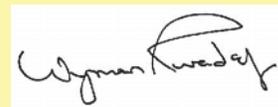
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required



MEMORANDUM

August 14, 2015

To: Jeff Dingman, Acting City Administrator

From:  T. Baridi Nkokheli, Director

Subject: Non-Residential Solid Waste Collection and Disposal Permit and Agreement

Inland Waste Solutions, LLC recently contacted our office expressing a desire to obtain a solid waste permit and agreement with the City of Fort Smith in order to comply with the City of Fort Smith Municipal Code and continue hauling non-residential solid waste within Fort Smith.

Submitted for Board consideration is a non-residential solid waste collection and disposal permit and agreements with Inland Waste Solutions, LLC. Staff is recommending that this agreement be accepted and approved by Resolution.

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

NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT

THIS AGREEMENT, made and entered on the date set forth below by and between the City of Fort Smith, Arkansas (hereinafter referred to as the "City"), and Inland Waste Solutions, LLC an Arkansas corporation.

WITNESSETH:

WHEREAS, the City is a municipal corporation of the first class of the State of Arkansas and, in its governmental capacity, owns and operates the City of Fort Smith Solid Waste Disposal Facility (the "Facility"), which is currently operated as a Class I landfill; and

WHEREAS, the City currently provides solid waste collection and disposal service to residential and non-residential customers within the City; and

WHEREAS, Inland Waste Solutions, LLC has the consent of the City to collect and dispose of solid waste for non-residential customers within the corporate limits of the City; and

WHEREAS, the City has evaluated the possibility of exercising its governmental option of providing solid waste collection and disposal services to non-residential customers; and

WHEREAS, Inland Waste Solutions, LLC desires to provide non-residential solid waste collection and disposal services for customers located in Sebastian County within and without the corporate limits of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Definitions.**
 - a. **"Solid Waste,"** when used in this Agreement, shall have the meaning given to it in Section 25-261 of the Fort Smith Code of Ordinance.
 - b. **"Residential Customers,"** when used in this Agreement, shall have the meaning given in Section 25-261 of the Fort Smith Code of Ordinances.
2. **Disposal of Waste Generated Within the City.**
 - a. **Solid Waste Disposal.** Inland Waste Solutions, LLC agrees that all solid waste generated within the City and which is collected by Inland Waste Solutions, LLC for disposal shall be hauled by Inland Waste Solutions, LLC to the Facility, except as otherwise provided herein. Excepted from this requirement are: (i) any categories of solid waste that the City does not accept for disposal at the Facility; (ii) any customers to which the City may consent in writing executed by the Fort Smith City Administrator to allow to use alternative disposal facilities; and (iii) any recyclables as defined in Section 25-261 of the Fort Smith Code of Ordinances and any other recycling program identified in writing and approved as an exception by the Fort Smith City Administrator. The City will use reasonable efforts to enforce the designation of the Facility against all waste haulers.
 - b. **Rates for Disposal.** The rates for disposal of solid waste generated within the City and disposed of at the Facility shall be those rates, established from time to time, by the City for the customers of the Facility (the "Fort Smith Published Rates"). The City agrees that all waste haulers servicing Non-Residential customers within the City and delivering solid waste to the Facility shall be charged the same

disposal rates (subject to the right of the City to contract for special volume rates).

3. **Disposal of Waste Generated Outside the City.**
 - a. **Rates for Disposal.** The base rates charged for solid waste generated outside the City "External Rate" and delivered to the Facility by Inland Waste Solutions, LLC shall be the Fort Smith published rates.
 - b. The rates may be adjusted on the anniversary of each year of the term provided for in this paragraph. On each anniversary date, the rates set forth in the Fort Smith Published Rates may be adjusted by the percentage that the Consumer Pricing Index for All Urban Areas ("CPI-U") for the first calendar month of the preceding contract year was exceeded by the CPI-U at the beginning of the next contract year. (The CPI-U is based on the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index for all urban customers in the U.S. city average, with all items having been computed based on 1982 - 84 = 100.0.)
 - c. The rates provided for in this paragraph 3 shall be subject to adjustment by the governing body of the City of Fort Smith upon determination of the governing body that federal or state regulatory agencies have adopted and implemented regulations which have a significant, adverse effect on the rates charged for waste disposal at the Facility (the percentage in change in the rates provided for in paragraph 3 of the Agreement shall not exceed the percentage of rate change published by the City of Fort Smith for waste generated within the City of Fort Smith).
 - d. Except as provided in subsections (b) and (c) above, the External Rate shall not be subject to any adjustment during the initial three (3) years under this Agreement.
4. **Permit.** This Agreement shall constitute a permit issued by the City to Inland Waste Solutions, LLC, pursuant to Section 25-321 of the Fort Smith Code of Ordinances.
5. **Billing and Payment.** Inland Waste Solutions, LLC shall be subject to the City's standard billing and payment terms and procedures for customers of the Facility.
6. **Compliance with Laws.** All waste provided by Inland Waste Solutions, LLC to the Facility for disposal shall comply with all current and future applicable Arkansas Department of Environmental Quality Regulations, including Regulation 22 and Regulation 23; and all other applicable federal, state and local environmental requirements. In the event that Inland Waste Solutions, LLC delivers waste to the Facility that does not conform to the identified regulations and requirements, Inland Waste Solutions, LLC shall be responsible for any cost incurred by the City in the treatment and handling of the non-conforming waste.
7. **Vehicles.**
 - a. **License.** All vehicles utilized by Inland Waste Solutions, LLC to deliver solid waste to the Facility pursuant to this Agreement shall have a hauler's license issued by the Sebastian County Regional Solid Waste Management District.
 - b. **Covered Loads.** All solid waste delivered by Inland Waste Solutions, LLC to the Facility pursuant to this Agreement, shall be delivered in vehicles in which all loaded solid waste is covered and secured to prevent blowing or dropping on public rights-of-way or City-owned property from point of location to the point of disposal at the Facility.

8. **Inspection of Records.** Both parties shall have access to the governmental and business records of the other party relevant to this Agreement, for the purpose of verifying any information pertinent to this Agreement. Any exercise of such right of inspection shall occur at the normal business office and during the normal business hours of the party who holds the information. Inland Waste Solutions, LLC acknowledges that it will comply with reasonable requests of the City for information regarding the types, amounts, and locations of the collection of solid waste being disposed of at the Facility, as well as the types, amounts, and locations of collection of solid waste being disposed by Inland Waste Solutions, LLC at alternate locations.
9. **Dispute Resolution.** In the event that either party believes that the other party is in violation of any provision of this Agreement that party shall provide to the other party, in writing, a notice of the alleged breach. Within ten (10) days of receipt of notice, the notified party shall respond to the allegations. If the response does not resolve the issue, either party may request, in writing, that a meeting of the parties and/or their authorized representatives, be held. Such meeting shall be held within thirty (30) days of this request, at the Office of the Fort Smith City Administrator. Except in an emergency situation, neither party may initiate litigation regarding the alleged breach until the dispute resolution provisions, as set forth herein, have been completed. If this meeting does not result in a resolution of the dispute, either party may pursue any appropriate legal or equitable remedies, including rescission, with a court of competent jurisdiction.
10. **Term.** This permit and agreement shall have a term of two (2) years commencing on the first day of the calendar month which begins following the date of execution of this Agreement by the City.
11. **Choice of Law.** This Agreement shall be governed by the laws of the State of Arkansas.
12. **Assignment.** The provisions of this Agreement are not assignable by either party without the prior, written consent to the other party.
13. **Cancellation.** This permit and agreement shall be cancellable upon ten (10) days notice by the City when, in the opinion of the designated agent of the Fort Smith City Administrator, the work being performed by Inland Waste Solutions, LLC is being performed in such a manner as to constitute a public menace or nuisance or to be detrimental to the health, safety, and welfare of the citizens of the City.
14. **Indemnification.** Inland Waste Solutions, LLC agrees to indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees resulting from Inland Waste Solutions, LLC operations hereunder. Provided, however, that Inland Waste Solutions, LLC shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees solely caused by the willful or negligent acts or omissions of the City's employees.
15. **Insurance.** Inland Waste Solutions, LLC shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. Before commencement of work under this Agreement, Inland Waste Solutions, LLC agrees to furnish to the City certificates of insurance or other evidence to the effect that such insurance has been procured and is in force. For the purpose of this Agreement, Inland Waste Solutions, LLC shall carry the following types of insurance in at least the amounts specified below:

Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000
Bodily Injury Liability (except automobile)	\$ 500,000/occurrence \$1,000,000/aggregate
Property Damage Liability (except automobile)	\$ 500,000/occurrence \$1,000,000/aggregate
Automobile Bodily Injury Liability	\$ 500,000/person \$1,000,000/occurrence
Automobile Property Damage Liability	\$ 500,000/occurrence
Excess Umbrella Liability	\$5,000,000/occurrence

16. **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder do to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereunder. In the event any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the Facility, or (ii) limit the quantity or prohibit the disposal of waste at the Facility or limit the ability of or prohibit Inland Waste Solutions, LLC from delivering waste to the Facility, Inland Waste Solutions, LLC shall have the right, at its option, to reduce, suspend or terminate delivery of waste to the Facility, as set forth hereunder, immediately, without prior notices and without any additional liabilities between the parties.
17. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
18. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and approved assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the City to Inland Waste Solutions, LLC, or by Inland Waste Solutions, LLC to the City, which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the other party and shall be of no effect.
19. **Notices.** Any notice required to be given pursuant to the provisions of this Agreement shall be considered to be validly delivered, if it is sent by U.S. Certified Mail or if it is hand delivered and a signed receipt is obtained. Such notice should be given to the following:

If to the City:

City of Fort Smith
City Administrator
P.O. Box 1908
Fort Smith, AR 72902

If to Inland Waste Solutions, LLC:

Inland Waste Solutions, LLC
Attn: Mr. Stephen Walker

14101 W Highway 290
Building 600
Austin, TX 78737

This Agreement is executed as of this _____ day of _____, by the authorized representatives of the parties.

CITY OF FORT SMITH, ARKANSAS

By: _____
Sandy Sanders, Mayor

ATTEST:

City Clerk

Inland Waste Solutions, LLC
By: _____
Stephen Walker
Vice President Municipal Markets

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Inland Waste Solutions, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 14101 W. Highway 290, Building 600	Requester's name and address (optional)
	6 City, state, and ZIP code Austin, TX 78737	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number												
or												
Employer identification number	4	6	-	1	6	3	1	5	0	3		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 7/22/15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on "foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below

E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
E.L. DISEASE - POLICY LIMIT	\$	1,000,000

D	Equipment Floater	ILM0301095	09/01/2014	09/01/2015	Leased & Rented	250,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



For Information Only

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ACORD 25 (2014/01)

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Inland Waste Solutions, LLC
14101 W. Highway 290, Building 600
Austin, Texas 78737
Office: (512) 858-4558
fax: (512) 858-4459

SOLID WASTE AND RECYCLING SOLUTIONS

www.inlandwaste.com

August 1, 2015

Dear City of Ft Smith Landfill:

Inland Waste Solutions, LLC is very pleased to announce that we have purchased the commercial trash collection routes from Deffenbaugh Industries/Waste Management, Inc. in the NWA and Van Buren, AR Market areas. Current Driver, route collection day, and level of service will remain unchanged.

Inland is a dynamic and vibrant organization focused on a commitment to excellence that has allowed our company to thrive for more than sixty years. Our values of integrity, innovation, hard work, and reliability are deep-rooted and guide us as we become a leading solid waste management company.

All invoices will need to be sent to Inland Waste Solutions, LLC beginning August 2015. Attached is a copy of Inlands W-9 and Proof of Insurance. Should you need anything or have any questions regarding this change of ownership, please contact our local office at the telephone number listed below:

Bethel Heights, NWA

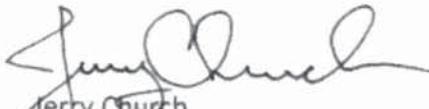
(479) 878-1384

Fort Smith and Van Buren, Arkansas

(479) 471-9500

We look forward to our partnership of solid waste in the Ft Smith/Van Buren Markets.

Sincerely,


Jerry Church
Vice President of Operations

RESOLUTION _____

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION
AND OF RELEASE AND ABROGATION OF CONDITIONS
SUBSEQUENT AGREEMENT WITH UNITED STATES OF AMERICA**

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

Section 1: The Release and Abrogation of Conditions Subsequent Contract No. 07-AR-2229 (“Agreement”) submitted to the meeting of the Board of Directors is hereby accepted and the Acting City Administrator is hereby authorized to execute the Agreement.

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

THIS RESOLUTION ADOPTED this ____ day of August, 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No Publication Required

DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

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

www.dailywoods.com

JAMES E. WEST
ROBERT R. BRIGGS, P.A. †

OF COUNSEL

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

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

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

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

August 13, 2015

Mr. Jeff Dingman
Acting City Administrator
623 Garrison Avenue
Fort Smith, AR 72901

Re: Arkansas Valley Electric Cooperative Corporation v. City of Fort Smith, Arkansas
Sebastian County Circuit Court – Case No. CV-2015-472 (VI)

Dear Mr. Dingman:

For a considerable period, we have been negotiating with representatives of Arkansas Valley Electric Cooperative Corporation (“Arkansas Valley”) with reference to permanent electric utility easements desired by Arkansas Valley across the southern edge of the City’s landfill properties. I am attaching two maps. Document 1 is an aerial photograph of the landfill area with the three (colored red, green and yellow) permanent easements requested by Arkansas Valley. Document 3 is a colored depiction of the landfill properties which demonstrates separate acquisitions of portions of the landfill property at different times. The green cross hatched property was acquired by purchase agreement and is not subject to ongoing restrictions by the United States. The red property was obtained more than 30 years ago and all conditions subsequent on that property have expired except the continuing obligation to enforce anti discrimination laws. The yellow property consists of 412.3 acres was acquired approximately 13 years ago and is subject to limitations on the sale of easements (or other interests) without the consent of the United States as well as ongoing application of anti discrimination laws.

I am also enclosing a resolution which would approve the execution of a Release and Abrogation Agreement of Conditions Subsequent with the United States with reference to a portion of the green colored easement (document 1) and the yellow easement (document 1) as it relates to the 412.3 acre tract (colored yellow on document 3).

Arkansas Valley initially requested the permanent easements colored in green and yellow on document 1. In late summer 2014, the City retained R. Dale White, Jr., a state certified general appraiser, to appraise the value of the requested easements. The easements on the 412.3 acre tract (yellow color on document 3) were appraised at a value of \$101,365.00, and the total appraised value was \$214,857.00. Arkansas Valley believes the appraised values are unreasonable and excessive, the parties have engaged in numerous settlement discussions, but no agreement has been reached regarding compensation.

During the negotiations, Arkansas Valley focused on the fact that its existing Rye Hill

Transmission Line (red color on document 1) along the west side of the landfill property exists by reason of a 50 year easement granted by the United States prior to the City's acquisition of the property. With the approaching end to the 50 year period (in approximately 13 years), Arkansas Valley has requested the City also to make a grant of a permanent easement for the Rye Hill line. That portion of the Rye Hill Transmission Line located on the landfill property consists of approximately 15 acres.

The City's administration has not been able to reach a proposed settlement which could be submitted to the Board of Directors for approval. On June 5, 2015, Arkansas Valley filed a petition to acquire a portion of the right of way by the power of eminent domain. An Order of Taking was entered on that date, to which Order the City has objected. On August 10, 2015, an Amended Order of Taking was entered which required Arkansas Valley to increase its deposit of proposed just compensation and to permit the City to withdraw and use \$58,284.00 to make the proposed abrogation payment to the United States.

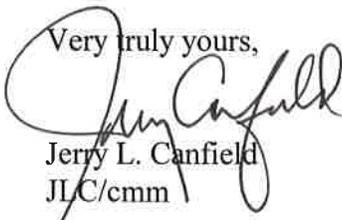
The purpose of the submitted Abrogation Agreement is as follows. As indicated, the 412.3 acre tract (yellow color on document 3) continues to be subject to conditions subsequent which prevent the conveying of an interest in the property by the City of Fort Smith without concurrence of the United States. The proposed Release and Abrogation Agreement would provide that concurrence. The theory of the agreement is based on the White appraisal of \$101,365.00, a pro rata portion of which, \$58,284.00, would be paid to the United States to release the conditions subsequent on the 412.3 acre tract. The agreement allows the City the freedom to continue to negotiate regarding just compensation, even the obtaining of additional appraisals. In the event just compensation is ultimately paid based on an appraisal with reference to the 412.3 acre tract in excess of \$101,365.00, the abrogation agreement allows the abrogation formula to be recalculated.

The eminent domain proceeding will go forward primarily based on negotiations between the City and Arkansas Valley, and any settlement agreement will be subject to approval of the Board of Directors.

We recommend the Release and Abrogation Agreement and recommend adoption of the enclosed resolution authorizing the execution of the agreement.

Thank you for your attention to this matter.

Very truly yours,



Jerry L. Canfield
JLC/cmm

Enclosures

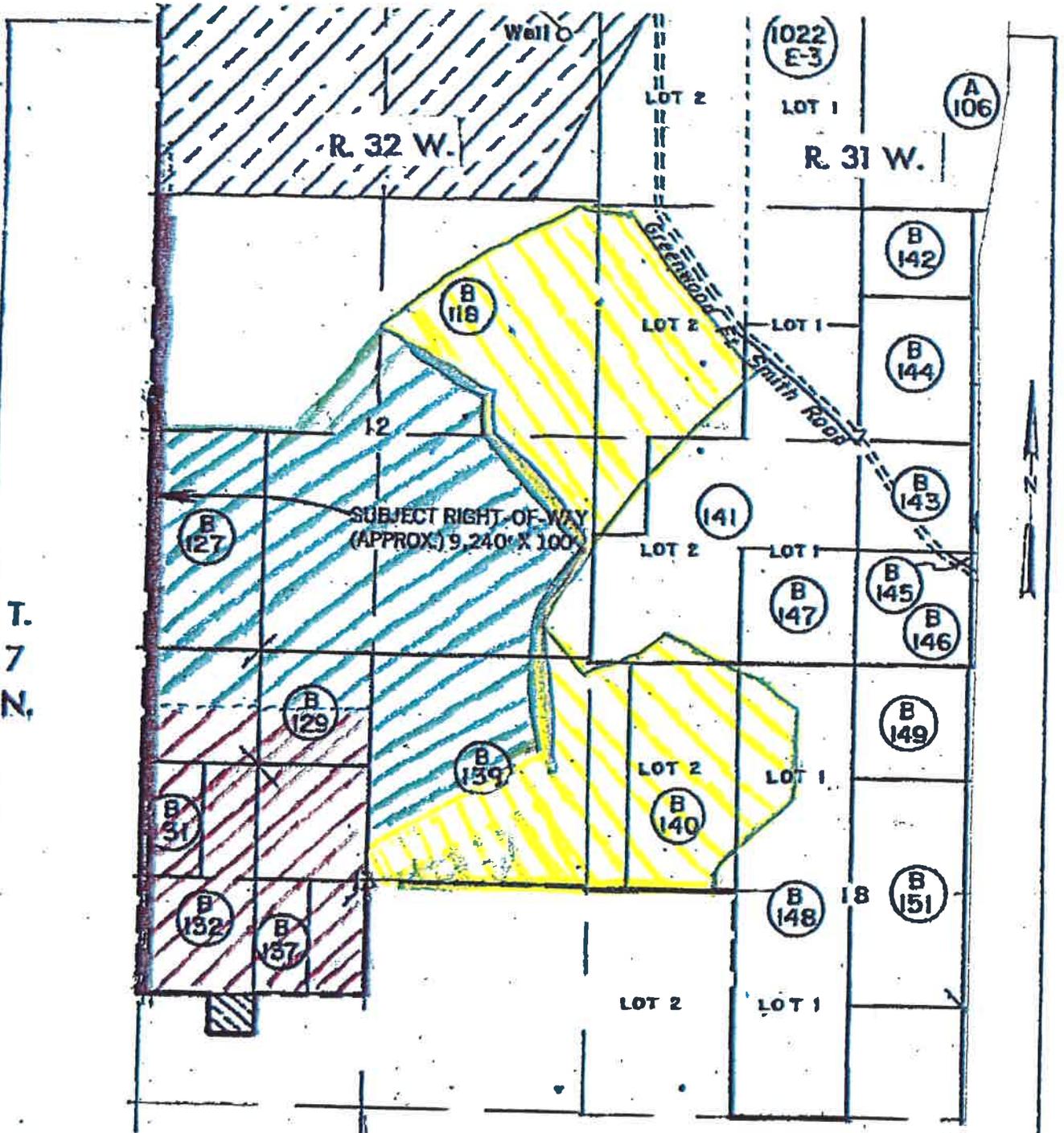


Fort Smith Sanitation

- | | |
|---------------------------|---------------------------|
| PrimaryConductor | SecondaryConductor |
| PHASING | Placement |
| — ABC | — OH |
| — TransmissionLineSegment | — UG |



Document "1"



FORT CHAFFEE

SUBJECT RIGHT-OF-WAY 
 FEE ACQUISITION LINE 
 PROJECT BOUNDARY 

RIGHT-OF-WAY FOR POWERLINE

ARKANSAS VALLEY ELECTRIC COOPERATIVE CORP.

TRACT NOS. B 118, B 127, B 129, B 131, AND B 132

SEBASTIAN

CORPS OF ENGINEERS

LITTLE ROCK DISTRICT

ARKANSAS

SCALE 1:20,000

AUGUST 1978

EXHIBIT "A"

3

Contract Number: 07-AR-2229

Amendment Number:

RELEASE AND ABROGATION OF CONDITIONS SUBSEQUENT

WHEREAS, the UNITED STATES OF AMERICA, acting by and through the Secretary of Health and Human Services (“Grantor”) by Quitclaim Deed dated September 5, 2002, and recorded as Document Number 7085434 (“Deed”) in the Office of the County Recorder of the County Sebastian, State of Arkansas, on October 22, 2002, conveyed certain real property (“Property”), more particularly described therein and situated in the County of Sebastian, State of Arkansas, to the City of Fort Smith (“Grantee”), subject to the following conditions set forth therein, to wit:

1. That for a period of thirty (30) years from the date hereof the Property herein conveyed will be used continuously for health purposes in accordance with Grantee's approved program of utilization as set forth in its application dated the fifth day of August, 1999, and amended on the twentieth day of September, 1999, and for no other purpose;
2. That during the aforesaid period of thirty (30) years Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as the Grantor or its successor in function may authorize in writing;
3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from the date of this Deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this deed.
4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless Grantor or its successor in function directs otherwise, Grantee will file with Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application.
5. That during the aforesaid period of thirty (30) years the Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501 (c)(3) of the Internal Revenue Code of 1986, as amended.
6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; and, as applicable, Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the

Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations, and all requirements imposed by or pursuant to the regulations of the Grantor (45 C.F.R. Parts 12, 80, 84, 86 and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which said Acts and regulations apply by reason of this conveyance.

WHEREAS, it is provided in said Quitclaim Deed that with consent of the Department of Health and Human Services, or its successor in function, abrogation of Conditions Subsequent Numbered 1, 2, 3, 4, and 5 stated hereinbefore may be secured; and

WHEREAS, Condition Subsequent Number 6 stated hereinbefore attaches to and runs with the land for so long as the portion of the Property described herein is used for a purpose for which Federal financial assistance was extended or for another purpose involving the provision of similar services or benefits; and

WHEREAS, the Grantee requests abrogation of Conditions Subsequent numbered 1, 2, 3, 4, and 5 stated hereinbefore as contained in said Quitclaim Deed, inasmuch as they pertain to the property conveyed to the Grantee by said Quitclaim Deed, more particularly described hereinafter, and proposes to sell said property to the Arkansas Valley Electric Cooperative for the purpose of transmission and distribution lines; and

WHEREAS, the Grantor desires to release the restrictions contained in the aforesaid Conditions Subsequent numbered 1, 2, 3, 4, and 5 with respect to the portion of the Property described herein conveyed to the Grantee by the Deed and the Secretary of Health and Human Services (the successor in function to the Secretary of Health and Human Services has given notice of such proposed action to the United States Army Corp of Engineers in accordance with the provisions of Section 203(k)(4) of the Federal Property and Administrative Services Act of 1949, as amended, and the United States Army Corps of Engineers has interposed no objection to such proposed action; and

NOW, THEREFORE, in consideration of the sum of fifty eight thousand two hundred eighty four dollars (\$58,284.00) calculated in accordance with the formula set out in the Deed, receipt of which is hereby acknowledged, the Grantor does hereby release from the Conditions Subsequent Numbered 1, 2, 3, 4, and 5, and stated hereinbefore and set forth or incorporated by reference in the aforesaid Deed, the following described property, to wit:

The portion of the Property is more particularly described in Exhibit A and Exhibit B, which are attached hereto and made a part hereof.

As a material inducement to enter into this Agreement, GRANTOR and GRANTEE have relied upon a real estate appraisal dated December 22, 2014, performed by R. Dale White, Jr., which estimates the fair market value of the portion of the Property described heretofore at one hundred one thousand three hundred sixty five dollars (\$101,365.00) GRANTOR and GRANTEE understand and agree that a real estate appraisal is a subjective estimate of the value of the portion of the Property described heretofore; and that a more objective estimate of value is that amount which the portion of the Property described heretofore will bring in an open, competitive and free market. GRANTOR and GRANTEE therefore agree, that if a deed, contract, lease or other agreement is executed within three years from the date of this Agreement which sells, transfers, conveys, leases or otherwise disposes of the portion of the Property described heretofore or any rights therein for a sum or sums in excess of one hundred one thousand three hundred sixty five dollars (\$101,365.00), as determined by the GRANTOR, the GRANTEE shall recalculate the abrogation amount in accordance with the formula set out in the Deed based on the actual or promised consideration and remit to GRANTOR the recalculated abrogation amount.

IN WITNESS WHEREOF THE Grantor has caused this instrument to be executed this ___ day of August 2015.

UNITED STATES OF AMERICA
Acting through the Secretary of Health and
Human Services

By: _____
Theresa M. Ritta, Program Manager
Federal Real Property Assistance Program
Real Property Management Services

ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

On this ____ day of August 2015 before me the undersigned officer, personally appeared Theresa M. Ritta, known to me to be the Chief, Real Property Branch, Division of Property Management, Program Support Center, U.S. Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that she subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires _____.

ACCEPTANCE

The City of Fort Smith, State of Arkansas, hereby accepts this Release and Abrogation of the Conditions Subsequent described heretofore and thereby agrees to all the terms, covenants, conditions and restrictions contained herein.

By: _____
Jeff Dingman, Acting City Administrator

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF SEBASTIAN) SS

On this ____ day of August 2015 before me the undersigned officer, personally appeared, Jeff Dingman, known to me to be the Acting City Administrator, City of Fort Smith, State of Arkansas, and known to me to be the person who executed the foregoing instrument on behalf of the City of Fort Smith, State of Arkansas, and acknowledged to me that he subscribed to the said instrument in the name of the City of Fort Smith, State of Arkansas.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires _____.

RESOLUTION _____

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR INTER-GOVERNMENTAL POLICE SERVICE ASSISTANCE BETWEEN THE ARKANSAS NATIONAL GUARD, FORT CHAFFEE MANEUVER TRAINING CENTER, PUBLIC SAFETY DIVISION AND THE CITY OF FORT SMITH, ARKANSAS

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

Section 1: The Memorandum of Understanding for inter-governmental police service assistance between the Arkansas National Guard, Fort Chaffee Joint Maneuver Training Center Public Safety Division and the City of Fort Smith, a copy of which shall be substantially in the form attached hereto, is hereby approved.

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 _____ 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

AGREEMENT FOR MUTUAL AID IN LAW ENFORCEMENT

This Agreement is entered into by and between the City of Fort Smith, Arkansas (“the City”), acting for and on behalf of the City of Fort Smith Police Department (“FSPD”), and the Adjutant General, Arkansas National Guard, Fort Chaffee Joint Maneuver Training Center, (“FCJMTC”) and Fort Chaffee Joint Maneuver Training Center Public Safety Department, in accordance with the terms, conditions, and mutual understandings herein set forth.

WITNESSETH

WHEREAS, the principal law enforcement agency for the City of Fort Smith, Arkansas, is the FSPD; and,

WHEREAS, pursuant to Ark. Code Ann. §12-63-202 (Repl. 2014), FCJMTC Public Safety Department employs a unit of certified law enforcement officers, currently employed and assigned as law enforcement officers with the FCJMTC Public Safety Department, who exercise authority and jurisdiction as granted by the laws of the State of Arkansas; and,

WHEREAS, pursuant to Ark. Code Ann. §§12-63-201 through 12-63-210 (Repl. 2014), FCJMTC Public Safety Department’s jurisdiction includes, but is not limited to, “real and personal property owned by, or under control of” the Arkansas National Guard, FCJMTC Public Safety Department; and,

WHEREAS, pursuant to Ark. Code §§12-63-201 and 12-63-202, FCJMTC Public Safety Department’s jurisdiction also includes “other real property that adjoins a military reservation”; and,

WHEREAS, the parties desire to coordinate law enforcement protection during emergencies, whether developed or threatened, by making the most efficient use possible of the law enforcement personnel of the FCJMTC Public Safety Department and FSPD; and,

WHEREAS, authority is granted for the provision of joint cooperation pursuant to the Interlocal Cooperation Act codified at Ark. Code Ann. §§25-20-101 through 25-20-108 (Repl. 2014) and as otherwise provided by law; and,

WHEREAS, it is desirable that the parties hereto should voluntarily aid and assist each other by the interchange of law enforcement services when emergencies occur; and,

WHEREAS, it is desirable that a mutual aid agreement be executed for the interchange of such mutual aid on a jurisdictional basis; and,

WHEREAS, the parties to this Agreement believe that it is in the best interest of the City and the Arkansas National Guard to enter into an Agreement, as authorized by Ark. Code Ann. § 16-81-106 (Supp. 2013), to define the geographical areas and emergencies in which the parties agree that FSPD will be deemed to have requested the assistance of the FCJMTC Public Safety Department, and likewise, situations in which the FCJMTC Public Safety Department will be deemed to have requested the assistance of the FSPD.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein, the parties covenant and agree as follows:

ARTICLE 1. INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE

This Agreement is executed pursuant to the Interlocal Cooperation Act which is codified at Ark. Code Ann. §§ 25-20-101 through 25-20-108 (Repl. 2014).

ARTICLE 2. AUTHORIZATION AND DEFINITIONS

Section 2.01. The parties agree that intergovernmental police service assistance may be provided between the parties as set forth in this Agreement during those times of emergency police work when mutual aid would best serve the interests of each party.

Section 2.02. **Emergency**. As used herein, “emergency” shall mean an actual or potential condition within the jurisdiction of the parties to this Agreement that poses an immediate threat of life or property and that exceeds the resources and the ability of one of the parties to bring the condition successfully under control.

Section 2.03. **Responding Party or Responding Agency**. As used herein, the phrase “responding party” or “responding agency” shall mean law enforcement agency of a party to this Agreement that is asked to help or assist the law

enforcement of the other party subject to this Agreement. The FCJMC Public Safety Department is prohibited from providing assistance under this Agreement with personnel or equipment that is funded through Appendix III, Security Cooperative Agreement, National Guard Bureau Master Cooperative Agreement.

ARTICLE 3. POWERS AND DUTIES OF ASSISTING PERSONNEL

Section 3.01. The Arkansas National Guard, Fort Chaffee Joint Maneuver Training Center (FCJMTC), Public Safety Department shall respond to and investigate all calls for police service originating from the real and personal property owned by or under the control of the Arkansas National Guard, FCJMTC Public Safety Department.

Section 3.02. If an Arkansas National Guard, FCJMTC Public Safety Department Police Officer is within the Fort Smith city limits and observes a felony or misdemeanor occurring within, contiguous to, or adjacent to the Arkansas National Guard, FCJMTC properties, the Public Safety Department Officer may exercise any and all power and authority provided under state statute until such time as FSPD may respond to the situation.

Section 3.03. Nothing in this Agreement shall be interpreted or construed in any way to restrict or to limit the authority or nature of the jurisdictional authority granted to the Arkansas National Guard FCJMTC Public Safety Department or to the FSPD as a matter of law.

Section 3.04. When an Arkansas National Guard FCJMTC Public Safety Department Officer is acting under this Agreement, that officer shall have the same powers, duties, rights, privileges, and immunities as if that officer were performing his or her duties on Arkansas National Guard FCJMTC property.

Section 3.05. When a FSPD law enforcement officer is acting under this Agreement, that officer shall have the same powers, duties, rights, privileges, and immunities on FSJMTC property as if that officer were performing his or her duties within the Fort Smith Police Department's jurisdiction.

Section 3.06. Arkansas National Guard FCJMTC Public Safety Officers who are directed, pursuant to this Agreement, to perform police or peace keeping

duties within the jurisdiction of the City shall have all powers and authority of police and peace officers as provided by state law, including the power of arrest.

Section 3.07. Fort Smith Police Department Officers who are directed, pursuant to this Agreement, to perform police or peace keeping duties within the FCJMTC Property shall have all powers and authority of police and peace officers as provided by state law, including the power of arrest.

Section 3.08. In the event of a request for aid in a situation involving mass arrests or the potential for mass arrests, Arkansas National Guard FCJMTC Public Safety Department law enforcement officers shall only make arrests for offenses directly related to the incident, and may assist in the processing of arrestees as follows:

- A. Identification of arrestees;
- B. Control of property obtained from arrestees;
- C. Completion of arrest certificates;
- D. Transportation of arrestees; and
- E. Court duty pertaining to arrests.

Section 3.09. In the event of a request for aid in a situation involving mass arrests or the potential for mass arrests, Fort Smith Police Department officers shall only make arrests for offenses directly related to the incident, and may assist in the processing of arrestees as follows:

- F. Identification of arrestees;
- G. Control of property obtained from arrestees;
- H. Completion of arrest certificates;
- I. Transportation of arrestees;
- J. Court duty pertaining to arrests.

ARTICLE 4. COMMAND AND DIRECTION

Section 4.01. During an emergency, all Arkansas National Guard FCJMTC Public Safety personnel assigned to work outside their jurisdiction shall be assigned to report to and work under the direction and supervision of the designated supervisor of the FSPD at the emergency site.

Section 4.02. During an emergency on FCJMTC property, all Fort Smith Police Department personnel assigned to work outside their jurisdiction and on FCJMTC property shall be assigned to report to and work under the direction and supervision of the FCJMTC Director of Public Safety at the emergency site.

Section 4.03. In any emergency where assistance is provided pursuant to this Agreement, radio communications shall be established, where possible, through the use of the local public mutual aid radio system.

Section 4.04. Arkansas National Guard FCJMTC Public Safety Department agrees to notify FSPD's communications center promptly of any Public Safety Department action under this Agreement outside Arkansas National Guard FCJMTC's statutory jurisdiction and to forward a written report to the FSPD the next business day or as soon as practicable thereafter.

Section 4.05. Fort Smith Police Department agrees to notify FCJMTC Public Safety Department's communications center promptly of any FSPD action under this Agreement on FCJMTC property and to forward a written report to the FCJMTC Public Safety Officer the next business day or as soon as practicable thereafter.

Section 4.06. Arkansas National Guard FCJMTC Public Safety Department agrees to honor the primary jurisdiction of the City and the FSPD in those areas outside the statutory jurisdiction of the Arkansas National Guard FCJMTC Public Safety Department and to recognize FSPD's supervisory authority.

Section 4.07. Fort Smith Police Department agrees to honor the primary jurisdiction of the FCJMTC Public Safety Department and the Arkansas National Guard on FCJMTC and to recognize the supervisory authority of the FCJMTC Public Safety Director.

Section 4.08. Both parties reserve the right to refuse to respond to any request for mutual aid when, in the opinion of either party's Chief of Police, responding to such a request would endanger the lives or property of citizens residing in either party's area of responsibility; additionally, both parties reserve the right to recall immediately any or all of the manpower, vehicles, equipment or other resources on loan to the other party, if, in the opinion of either party's Chief

of Police, to do otherwise would jeopardize the lives or property of the citizen's residing in either party's area of responsibility.

ARTICLE 5. COMPENSATION

Section 5.01. When responding to an emergency as outlined in this Agreement, the responding agency shall be responsible for the compensation, benefits, and expenses of its personnel during the time they are rendering aid.

Section 5.02. When responding to an emergency as outlined in this Agreement, the responding agency which furnished any equipment shall bear the loss or damage to such equipment and shall bear the expenses incurred in the operation and maintenance thereof.

ARTICLE 6. LIABILITY

Section 6.01. If any claims, administrative matters, or litigation shall arise in conjunction with or as a result of the responding agency furnishing personnel, equipment, facilities, or services pursuant to this Agreement, each involved party shall be responsible for its own costs, expenses, and judgments arising from any litigation.

Section 6.02. If any damage to facilities of the requesting agency should occur while the responding agency is providing assistance pursuant to this Agreement, the requesting agency shall be responsible for the cost of repair or replacement of its own facilities, subject to applicable state laws. The parties agree to not hold each other liable for such damage.

Section 6.03. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Section 6.04. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension insurance, relief, disability, worker's compensation, salary, death, and other benefits which apply to employees of the City and the Arkansas National Guard FCJMTC Public Safety Department when the employees are performing their functions within the territorial limits of their respective employers, shall apply to the same degree, manner, and extent

while engaged in the performance of their functions and duties under this Agreement.

Section 6.05. The parties covenant and agree that the City and the FSPD assume no responsibility or liability for the acts or omissions of the Arkansas National Guard FCJMTC and Public Safety Department, and the Arkansas National Guard FCJMTC and Public Safety Department assumes no responsibility or liability for the acts or omissions of the City and FSPD personnel under terms of this agreement.

Section 6.06. Nothing in this Agreement shall be construed as authorizing a FSPD officer to violate the rules, regulations, policies, orders, or directions of FSPD or the City. Nothing in this Agreement shall be construed as authorizing an Arkansas National Guard FCJMTC Public Safety Department officer to violate the rules, regulations, policies, orders, or directions of the Arkansas National Guard FCJMTC Public Safety Department, the City or State of Arkansas.

ARTICLE 7. CONTACT PERSONS

Section 7.01. Contact Person for Arkansas National Guard FCJMTC Training Center Public Safety Department.

Chief Charles Bowen

Arkansas National Guard FCJMTC Public Safety Department

Building 2100

Fort Chaffee, Arkansas 72905

(479) 484-3104

Section 7.02. Contact Person for City of Fort Smith

Chief Kevin Lindsey

Fort Smith Police Department

100 South 10th Street

Fort Smith, Arkansas 72901

(479) 709-5143

ARTICLE 8. ADMINISTRATION OF INTERGOVERNMENTAL POLICE ASSISTANCE

Section 8.01. A board consisting of five members is hereby created to structure, implement and coordinate plans for providing intergovernmental police service assistance. Board composition will include two members from the FSPD, appointed by the Chief of Police or his or her designee, the FCJMTC Public Safety Director, the FCJMTC Chief of Operations, and a representative of FCJMTC Post Operations.

Section 8.02. Each party shall be responsible for maintaining and providing to the other party on an annual basis an accurate written account of its potentially available resources including, but not limited to, financing and budget information, personnel per shift, equipment, and specialized units.

Section 8.03. On an annual basis, each party shall develop and update a written plan providing for the effective mobilization of all its resources and facilities to handle any type of emergency.

Section 8.04. A mutual aid operational plan shall be developed by each party to be in accordance with the provisions of this Agreement. The parties agree on an annual basis to review and update all mutual aid plans of the parties and to review the provisions of this Agreement.

ARTICLE 9. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective immediately upon its execution by both parties and upon a determination that the Agreement is in proper form and compatible with the laws of the State of Arkansas.

ARTICLE 10. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party at any time for any reason whatsoever without penalty. Until such termination, this Agreement, including any subsequent modifications in writing and attached as a part of this Agreement, shall remain in full force and effect as between the parties until its actual termination; provided that the terminating party gives the other party a thirty

(30) days' advance written notice of termination which is addressed to the appropriate designated Contact Person indicated in Article 7.

ARTICLE 11. MISCELLANEOUS

Section 11.01. **Governing Law.** This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law principles.

Section 11.02. **Compliance with Law.** Both parties covenant and agree to comply with all applicable federal and state laws and regulations, including, but not limited to, all civil rights laws and regulations.

Section 11.03. **Authority to Execute Agreement.** The undersigned officials hereby represent and warrant that they have full and complete authority to execute this Agreement, and that by their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

Section 11.04. **Copies Same as Original.** This Agreement shall be executed in the original, and any number of executed copies. Any copy of this Agreement so executed shall be deemed an original and shall be deemed authentic for any other use.

Section 11.05. **Agreement Binding.** The terms of this Agreement shall be binding upon the parties hereto and permitted assigns.

Section 11.06. **Entire Agreement.** This Agreement and the documents referenced or incorporated herein contain the complete and entire agreement of the parties and supersede all prior negotiations, agreements, representations, and understandings, if any, between the parties regarding such matters.

Section 11.07. **Captions.** All captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement.

Section 11.08. **Modification.** This Agreement shall remain in full force and effect unless otherwise modified in writing and approved in writing by both parties hereto. Any such modification shall be attached to, and made a part of, this Agreement.

Section 11.09. **Independent Parties.** It is expressly agreed that the parties are and shall remain independent parties throughout the life of this Agreement, and nothing contained herein shall be deemed or construed to create a joint partnership, employer-employee relationship or any other relationship between the parties other than that of independent parties.

Section 11.10. **Severability.** In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this Agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, and all remaining portions of this Agreement shall remain in full force and effect as if such invalid or unconstitutional provision was not originally a part of this Agreement.

Section 11.11. **No Waiver.** The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement, or any part thereof, or the right of either party to thereafter enforce each and every such provision.

Section 11.12. **No Waiver of Immunities.** Nothing contained in this Agreement shall be deemed or construed as a waiver of any immunity to suit which either party or their respective officials, officers, and employees are entitled to assert.

Section 11.13. **Non-Assignment.** This Agreement shall not be assigned without the prior written approval of the non-assigned party, and any act of assignment without the other party's prior written consent shall be null and void and automatically terminate this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below.

ADJUTANT GENERAL,
Acting for and on behalf of the
ARKANSAS NATIONAL GUARD
FORT CHAFFEE JOINT MANEUVER
TRAINING CENTER PUBLIC
SAFETY DEPARTMENT

CITY OF FORT SMITH,
Acting for and on behalf of the
FORT SMITH POLICE
DEPARTMENT

The Adjutant General
Arkansas National Guard

Mayor
City of Fort Smith

Date

Date

ATTEST:

City Clerk

Approved as to form:

Approved as to form:

ARNG State Judge Advocate

City Attorney



Fort Smith Police Department
Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Jeff Dingman, Acting City Administrator

From: Kevin Lindsey, Chief of Police

Subject: Intergovernmental Police Service Assistance Agreement with the Arkansas National Guard, Fort Chaffee Maneuver Training Center, Public Safety Division

Date: August 3, 2015

In keeping with the Fort Smith Police Department's tradition of maintaining an excellent working relationship with Federal agencies, the Department would like to execute a memorandum of understanding (MOU) with the Arkansas National Guard, Fort Chaffee Maneuver Training Center, Public Safety Division. This agreement would specify that the Fort Smith Police Department is authorized to enforce applicable laws and regulations within the jurisdiction of the Fort Chaffee Maneuver Training Center.

Furthermore, the Agreement would authorize the Public Safety Division of the Fort Chaffee Maneuver Training Center to cooperate, within the Fort Chaffee Maneuver Training Center, with any State or political subdivision in the enforcement of the laws or ordinances of the State of Arkansas or City of Fort Smith.

This agreement serves to direct the involved parties to assist each other in the notification of any such enforcement of applicable laws and regulations. These types of agreements foster good working relationships between law enforcement and Federal law enforcement agencies that extend beyond the realm of emergency response. I recommend approval and execution of the Agreement.

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

RESOLUTION NO. _____

3H

RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GOODWIN & GOODWIN, INC., FOR THE MASSARD WASTEWATER TREATMENT PLANT SEWER REPAIR

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

SECTION 1: The bid of Goodwin & Goodwin, Inc., for the construction of the Massard Wastewater Treatment Plant Sewer Repair, Project Number 15-17-C1, is hereby accepted.

SECTION 2: The Mayor is hereby authorized to execute a contract with Goodwin & Goodwin, Inc., for an amount of \$573,546.00, for performing said construction.

This Resolution adopted this _____ day of August 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: August 10, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Massard Wastewater Treatment Plant
Sewer Repair - Project No. 15-17

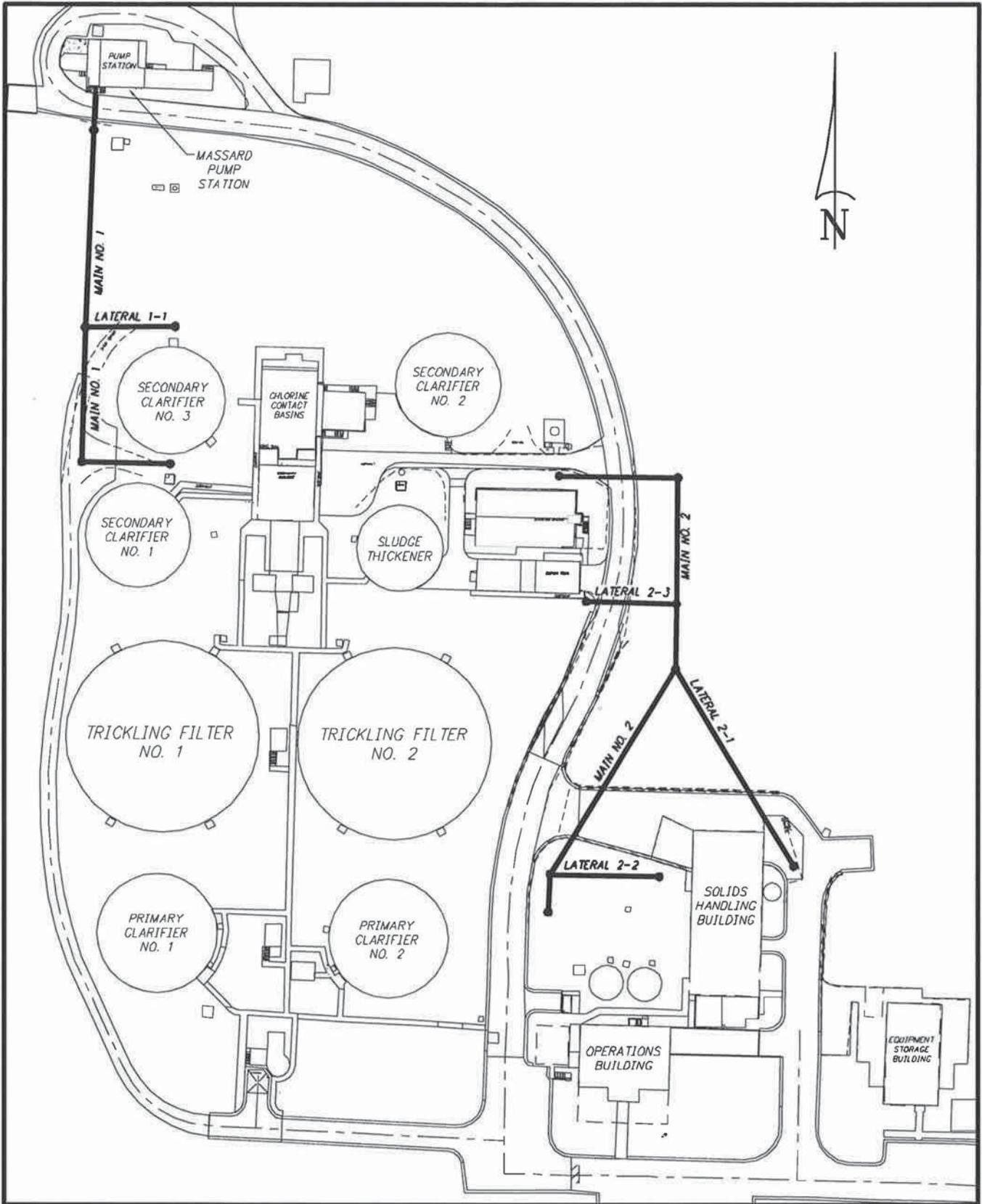
This project consists of the replacement or rehabilitation of approximately 1,120 linear feet 10-inch and 24-inch diameter pipe within the Massard wastewater treatment plant grounds due to corrosion associated with hydrogen sulfide. The problem was discovered following the appearance of a sinkhole downstream of the gravity sludge thickeners. Approximately 700 feet of 10-inch diameter pipe and associated manholes has suffered extreme corrosion and partially collapsed, creating a void in close proximity to one of the plant building's foundation. These pipe segments will require total replacement. Plant operations have been maintained by using rental pumping equipment to pump around the collapsed area. An additional approximate 420 feet of 24-inch diameter line requires corrective measures which can be accomplished without excavation by using a cured-in-place lining. An exhibit showing the locations of the affected piping within the plant grounds is attached.

The low bid for the project was submitted by Goodwin & Goodwin, Inc., in the amount of \$573,546. A bid tabulation showing the bidders and their bid amounts is attached. Funding for this work is being established from the 2014 sales and use tax bonds issued for sewer system improvements.

A Resolution accepting the bid and authorizing a contract with Goodwin & Goodwin is attached. It is staff's recommendation that this matter is submitted to for the Board's consideration at their next regularly scheduled meeting.

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

attachment



**MASSARD WASTEWATER TREATMENT PLANT SEWER REPAIR
PROJECT NO. 15-17**

Bid Tabulation Sheet

Project Name

Massard Wastewater Treatment Plant Sewer Repair
Project Number 15-17-C1

Bid Opening

July 21, 2015
10:00 A.M.

Bids Received

Goodwin & Goodwin
Fort Smith, Arkansas

\$ 573,546.00 _____

Crawford Construction Co.
Van Buren, Arkansas

\$ 635,332.00 _____

A J Greenwood
Van Buren, Arkansas

Withdrew Bid

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND AUTHORIZATION NUMBER ONE WITH MORRISON SHIPLEY ENGINEERS, INC., FOR ENGINEERING SERVICES ASSOCIATED WITH THE RIVERLYN WASTEWATER PUMP STATION IMPROVEMENTS

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

SECTION 1: An Agreement with Morrison Shipley Engineers, Inc., for providing engineering services associated with the Riverlyn Wastewater Pump Station Improvements, is hereby approved.

SECTION 2: Authorization Number One to the Agreement providing site evaluation and preliminary design phase services, said services identified as Project Number 15-22-ED1, is hereby approved.

SECTION 3: The Mayor is hereby authorized to execute an Agreement for Professional Engineering Services and Authorization Number One for an amount of \$90,110.00.

This Resolution adopted this _____ day of August 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr



INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: August 10, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Riverlyn Wastewater Pump Station Improvements
Project Number 15-22

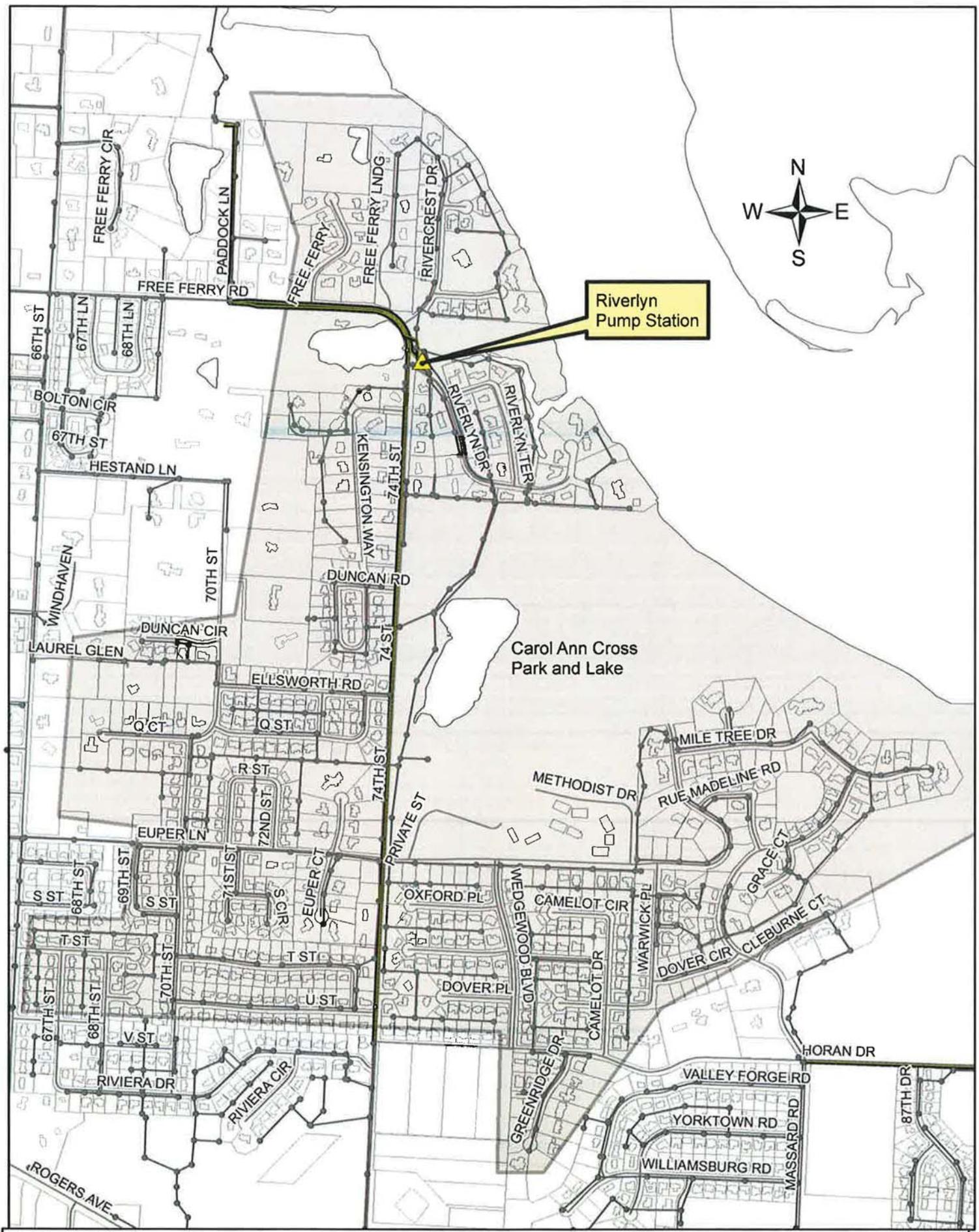
As a condition of the Consent Decree the city is required to implement improvements to wastewater pump stations and force mains as detailed in the attached Appendix B of the Consent Decree. The Riverlyn pump station (Pump Station No. 8) is one of three stations in the Group One listing defined by the table made part of Appendix B with specified dates for completion of needed improvements. The Riverlyn pump station improvements are to be completed by the end of year 2017. Improvements to this pump station, which was originally constructed in 1968, will complete a multi-year effort to identify and correct collection system deficiencies within Basin 17 that have contributed to numerous wet weather overflows along South 74th Street near Carol Ann Cross park and other locations upstream of the Riverlyn pump station. The Board authorized a contract for Basin 17 collection system improvements at their July 21st meeting. Basin 17 improvements include collection system rehabilitation to eliminate defects that contribute inflow/infiltration into the collection system and the construction of a new sewer interceptor to convey remaining wet weather flows to the Riverlyn pump station. The new pump station will be sized to handle these flows. I have attached an exhibit showing the location of the project.

Staff prepared the attached Request for Proposal detailing the project description, required scope of services, and the Consent Decree requirements. Following a review of available engineering firms, staff selected Morrison Shipley Engineers, Inc., of Fort Smith, based upon their past performance in designing replacements for several of the city's wastewater pump stations and force mains. Through discussions with Morrison Shipley it was decided that the initial authorization for the Riverlyn pump station would be limited to the first two tasks, pump station/force main site evaluation and preliminary design. Because of unknowns involving final pump station location, force main size and routing, it is difficult to estimate the work effort at this. A second authorization covering final design and bidding phase services will follow. It is anticipated that the first two tasks can be completed by May 2016 and that the final design can be completed with bids for construction received by September 2016. This will leave 15 months for completing construction and meeting the Consent Decree deadline.

A Resolution authorizing an agreement for engineering and Authorization Number One with Morrison Shipley for an amount of \$90,110 is attached. Funding for this contract is available from the 2014 sales and use tax bonds issued for sewer system improvements.

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

attachment



Riverlyn
Pump Station

Carol Ann Cross
Park and Lake

**Riverlyn Wastewater Pump Station Improvements
Project No. 15-22-ED1**

Request for Proposal
Riverlyn Wastewater Pump Station Replacement
Project Number 15-22-ED1
June 30, 2015

PROJECT DESCRIPTION:

The City of Fort Smith (City) has negotiated the terms of a Consent Decree (CD) with the US Department of Justice and EPA to address clean water act violations within the City's wastewater system. The Consent Decree is available for review or copying on the City's website and may be found at www.FortSmithWater.org. Pursuant to Paragraph 135 of the CD, the City and its consultants, contractors and agents shall preserve, until a period of five (5) years after termination of the CD, all non-identical copies of all records and documents that relate in any manner to City's performance of its obligations under the CD.

City has retained CDM Smith Inc. to provide program management services and support over the duration of the Consent Decree program. Among other duties CDM Smith will provide technical support and oversight of City's design consultants and construction contractors. CDM Smith will coordinate activities of the consultants and monitor compliance with CD Requirements.

Among other provision, the CD requires that the City identify and address deficiencies with its wastewater pump stations and force mains. The City, under separate contract, is addressing CD requirements that all pump stations and force main be evaluated, deficiencies identified and remedial measures planned. However, the CD recognizes that the City has projects underway to replace certain pump stations and plans to replace others. The table in Appendix B (copy attached) of the CD divides the City's pump stations into two groups and provides a schedule for completion of these needed improvements. Of the fifteen Group One pump stations listed in Appendix B, three are designated as "Replacement Scheduled". One of these is the Riverlyn Pump Station (Pump Station No. 8) with a replacement deadline date of 2017.

The Riverlyn pump station, located at 7401 Riverlyn Drive, was constructed in 1968 with two 25 hp Fairbanks Morse vertical dry-pit pumps and 1,590 LF of 6" force main. In 1992 a 25 hp submersible pump was added to the station wet well and 1,640 LF of 8" ductile iron force main was installed parallel to the original 6" force main. Even with the additional pumping capacity manhole overflows during periods of heavy rainfall persisted.

In the spring of 2011 the City retained the RJN Group to conduct wastewater flow monitoring within the system served by the Riverlyn pump station. In June 2012 the City retained RJN to perform a sanitary sewer evaluation study within the Riverlyn basin. The final report was completed in August 2013 and recommended an evaluation of the basin utilizing hydraulic modeling. In September 2013 the City contracted with CDM Smith Inc. to prepare a hydraulic model of the system, to perform an analysis of the existing system and to recommend

improvements to address identified hydraulic restrictions. In March 2014 CDM Smith prepared the final report with a options for eliminating wet weather overflows under both a 1-year and 5-year, 24-hour rainfall event. The City chose option three which calls for certain collection system line improvements and construction of a new pump station with a peak wet weather pumping capacity of 5.2 mgd.

In March 2014 the City contracted with RJN Group to prepare plans and contract documents for construction of the capacity improvements identified through the hydraulic model and remedial measures identified through the sanitary sewer evaluation study. The design has been completed and is currently in the construction bidding phase. It is anticipated that construction of all line improvements will be completed by July 2016. It is estimated that completion of these improvements will result in a 35% reduction of inflow.

SCOPE OF SERVICES

The City is requesting a proposal for providing engineering services necessary to complete the design of a replacement pump station and force main(s) for City's Riverlyn wastewater pump station. Services provided shall include the following tasks.

Task 1 - Pump Station/Force Main Site Evaluation

Engineer shall research property ownership records and prepare an exhibit documenting existing pump station boundaries, ownership of adjacent properties and street right-of-ways. Engineer shall establish vertical control benchmarks for design and construction of the project area. Engineer shall perform field surveys and prepare detail topographic map showing two foot contours and identifying flood boundaries, drainage ways, streets, existing pump station features, manholes and other such existing features.

Engineer shall review existing City records and drawings to determine the locations of existing force mains serving both the Riverlyn and Sunnymede pump stations. Engineer shall prepare an exhibit of force main corridor which includes street right-of-way and topographic features including existing utilities. Services shall include pot-holing of existing force mains as required for accurate location.

Engineer shall evaluate site location for the replacement pump station including the possibility of expanding the existing site by placement of structural fill to elevate site above the Arkansas River flood elevations. This may include construction of a double box culvert to extend the 74th Street storm drainage culverts serving an existing, private lake. Operation of the existing Riverlyn pump station must be maintained until the new pump station and force main are completed.

Task 2 - Preliminary Design

Engineer shall review all existing studies, reports and construction documents pertaining

to the Riverlyn collection system and pump station. Engineer shall interview Utility operation and maintenance staff to gain additional information and insight on the performance and limitations of this system. Engineer shall prepare a brief letter report documenting any additional information Engineer feels is needed for design of the new pump station.

The new pump station and force main(s) must be designed to handle both dry weather and wet weather inflow conditions. The required, peak wet weather pumping rate has been determined through hydraulic modeling of the system to be 5.2 mgd (5-year, 24-hour rainfall event). Average daily dry-weather flows were determined to be 132.6 gpm through the collection system flow monitoring conducted by RJN Group in 2011. It is anticipated that the new pump station will house both dry weather and wet weather pumps, pumps will be variable speed drive, the station will be served by a standby generator, pump station discharge flow will be metered, and the station will be monitored through the City's SCADA system. Engineer shall determine if the 150kW standby generator serving the City's existing Riverlyn pump station is of sufficient size to serve the new pump station.

Engineer shall examine multiple force main options for conveying dry weather and wet weather flows for the new pump station. This shall include the feasibility that dry weather flows can be pumped to the Sunnymede gravity system through the existing 8" ductile force main. For wet weather flows, Engineer shall explore both a new parallel force main and the option of connecting the new force main to the existing 30" force main serving the Sunnymede pump station. Profiles and hydraulic grade lines for the existing Sunnymede force main have been developed and will be provided to Engineer.

Engineer shall prepare a preliminary engineering report for review and approval by City. Report shall detail the various options developed and include preliminary cost estimates for construction.

Task 3 - Final Design

Engineer shall finalize the project design incorporating City's review comments and decisions from the preliminary design deliverables. Engineering services to be provided include preparation of plans and specifications, soils investigation of selected pump station site and along route of proposed force main(s), preparation of legal descriptions and surveys for any required easements and property acquisition, and a demolition/abandonment plan for the existing pump station, lines and manholes to be removed from service. Engineer will be required to attend public meetings with City's Board of Directors and with property owners in the project area, as required.

Storm drainage improvements shall comply with the City of Fort Smith 2011 Storm Drainage Standards. Depending upon design option selected, pump station site preparation/development may require Engineer to prepare FEMA Floodplain Permit application. The Engineer shall prepare a Storm Water Prevention Plan (SWPP) and Notice of Intent (NOI), if applicable, for filing with the Arkansas Department of Environmental Quality (ADEQ).

The Engineer shall conduct design review meetings with City staff at 30, 60, and 90 percent design phases. Engineer shall provide the city with two final "For Review" sets of plans and specifications for the design of the pump station/force main(s) along with a copy of his construction cost estimate, flow calculations, pump selection criteria and wet well storage calculations. Engineer shall submit final plans and specifications for review and approval to the Arkansas Department of Health (ADH) and any other agencies as required. City shall pay review fees. The Engineer shall assist City with response to the review comments by ADH and any other agency.

Task 4 - Bidding Phase Services

City shall be responsible for printing and distribution of plans and contract documents. Engineer shall provide a master set of construction plans, special conditions, any special technical specifications and bid advertisement. City shall utilize its standard contract forms and technical specifications in the preparation of bidding documents. Engineer shall provide written response as necessary during the established bidding period to clarify the completed contract documents in response to contractor and vender query. Engineer shall assist in the planning and execution of a project pre-bid meeting. City shall be responsible for bid advertisement, bid opening and contract award. Engineer shall attend bid opening, check accuracy and completeness of bids received for compliance with the completed contract documents, prepare tabulation and written award recommendation based upon his review and knowledge of proposed contractor's and subcontractor's past performance records.

CONSENT DECREE COMPLIANCE REQUIREMENTS

Engineer shall provide monthly status reports documenting work accomplished to date and schedule of work for following month. These will be provided by format to be provided. Engineer shall provide City with a year end report by mid-December 2015 detailing progress toward completing the pump station/force main(s) design and projected schedule for completing all remaining project tasks.

Pursuant to Paragraph 135 of the Consent Decree, the Engineer shall preserve, until a period of five (5) years after termination of the CD, all non-identical copies of all records and documents in Engineer's possession that relate in any manner to City's performance of its obligations under the CD.

APPENDIX B

Pump Station / Force Main Evaluations

Pump Stations

The City has designed and constructed improvements to replace five (5) of the seven (7) major Pump Stations serving the WCTS. Of these major Pump Stations, the City has completed construction of Pump Station 1 (P Street), Pump Station 3 (Massard), and Pump Station 4 (Sunnymede), and is currently constructing Pump Station 2 (Mill Creek) and Pump Station 13 (Zero Street). The City has scheduled design and construction of improvements to Pump Station 5 (Walnut) and Pump Station 6 (Riverfront) as listed in Appendix E2 of this Consent Decree.

In addition, the City replaced Pump Station 19 (Candlestick) in 2001 and completed replacement of the Force Main serving Pump Station 19 in 2014. The City eliminated Pump Station 7 and Pump Station 14 with the construction of Pump Station 10 (Plum) in 2012. The City is currently designing new Pump Stations to replace Pump Station 15 (Hunter's Point), Pump Station 17 (Edgewater) and Pump Station 23 (104th Street), providing for the elimination of Pump Station 16 (Dallas) by constructing a Gravity Sewer Line to divert the flow to Pump Station 16 to Pump Station 23 (104th Street). The City is currently evaluating the condition of Pump Station 8 (Riverlyn) and has scheduled the design of the replacement for Pump Station 8 in 2015. Pump Station 26 (South Field) and the Gravity Sewer Lines which it serves were constructed in 2004. Pump Station 27 (North Pointe) and the Gravity Sewer Lines it serves were constructed in 2007.

For these fifteen (15) Pump Stations within the WCTS ("Group One"), that have been reconstructed, undergoing major reconstruction, scheduled for construction, or constructed since 2001, the City shall complete an evaluation report and may use information and documentation from engineering reports, contract documents, contract specifications, contract submittals and operations and maintenance manuals and other such existing information for a basis for the Pump Station evaluation and analysis.

For the remaining seven (7) Pump Stations within the WCTS ("Group Two"), the City shall complete an evaluation report to determine what repairs or rehabilitation, if any, or if operational and maintenance changes, if any, may be warranted. The evaluation process will develop information and consider a variety of factors to determine condition, capacity, and/or operating performance. Not all considerations are applicable to each pump station, nor does each consideration apply to each Pump Station in the same manner, since each Pump Station is unique. Thus, the improvements selected for each Pump Station will vary. The evaluation of all twenty-two (22) Pump Stations shall include the following:

- a. Determination of the actual firm capacities of each Pump Station by field measurement;
- b. The adequacy of each Pump Station's firm capacity using the criteria of Paragraph 45 d., i, ii and iii of this Consent Decree; and
- c. The ability of maintenance personnel to take corrective actions within the critical response time calculated for each Pump Station.

Force Mains

The City conducted an evaluation of the Force Main from Pump Station 2 (Mill Creek) as documented in a Technical Memorandum dated August 2012. The City shall conduct an evaluation of the remaining Force Mains within its WCTS based upon direct inspection of the Force Main where possible, or if direct inspection is not practical, with such assessment deduced from the condition and performance of Force Mains or water mains constructed of similar pipe materials within the immediate proximity of the route of the Force Main. The Force Main evaluation shall, to the extent practicable, include an assessment of the Force Main's normal operating pressure, maximum anticipated pressures which could occur due to pump shut-down or failure, valve failure, together with past maintenance records and visually inspecting the ground surface over the entire length of the Force Main.

The City shall prepare an inventory listing each Force Main in the WCTS indicating the pipe material(s), age or installation date, diameter, length, special corrosion protection measures, if any, and typical flow rates and operating pressures. The inventory shall include any redundant or stand-by Force Main(s) and indicate the capacity of the redundant Force Main as a percentage of the Pump Station's discharge and the typical operating mode (i.e., emergency standby, wet weather standby, or other mode).

WCTS Pump Station Listing

Project order and completion dates listed in the following WCTS Pump Station Listing, Group One, are estimates only and may change following the time intervals provided by Paragraphs 19, 20, 22 and 24 of the Consent Decree.

WCTS Pump Station Listing								WCTS Force Main Listing	
Station Identifier		Station Age			Station Standby Power			Force Main Evaluation	
Number	Name	Original	Status/Schedule	New (1)	Status	Type	Date (2)	Last	Schedule (3)
Group One									
One	"P" Street	1966	Replaced	2012	Present	Dual Circuit	2012	2012	CMOM
Two	Mill Creek	1966	Construction phase	2017	Absent	On-site generator	2017	2012	CMOM
Three	Massard	1966	Replaced	2003	Absent	Dual Circuit	2018	2003	CMOM
Four	Sunnymede	1966	Replaced	2011	Present	Dual Circuit	2011	1966	March 31, 2018
Five	Walnut	1966	Replacement scheduled	2020	Present	On-site generator	2013	1966	March 31, 2018
Six	Riverfront	1966	Replacement scheduled	2021	Present	On-site generator	2013	1966	March 31, 2018
Eight	Riverlyn	1968	Replacement scheduled	2017	Present	On-site generator	2013	1990	March 31, 2018
Ten	Plum	2012	Constructed	2012	Present	On-site generator	2012	2012	CMOM
Thirteen	Zero Street	1975	Construction phase	2015	Absent	On-site generator	2015	1975	March 31, 2018
Fifteen	Hunters Point	1973	Final design phase	2016	Absent	On-site generator	2016	1973	March 31, 2018
Sixteen	Dallas	1973	To be decommissioned	N/A	N/A	Portable	N/A	N/A	N/A
Seventeen	Edgewater	1973	Final design phase	2016	Absent	On-site generator	2016	1973	March 31, 2018
Nineteen	Candlestick	1974	Replaced	2001	Present	On-site generator	2013	2014	CMOM
Twenty-three	104th Street	1980	Final design phase	2016	Absent	On-site generator	2016	1980	March 31, 2018
Twenty-six	South Field	2004	Constructed	2004	Present	On-site generator	2013	2004	CMOM
Twenty-seven	North Pointe	2007	Constructed	2007	Present	On-site generator	2007	2007	CMOM
Group Two			Evaluation Report	Date (4)					Evaluation Report
Nine	South "I" & 4th	1969	March 31, 2018	2026	Present	On-site generator	2013	1969	March 31, 2018
Eighteen	Ball Road	1973	March 31, 2018	2026	Present	On-site generator	2013	1973	March 31, 2018
Twenty	Fort Smith Park	1975	March 31, 2018	2026	Present	On-site generator	1975	1968	March 31, 2018
Twenty-one	Riverbend	1975	March 31, 2018	2026	Present	On-site generator	2013	1975	March 31, 2018
Twenty-two	Riley Farms	1998	March 31, 2018	2026	Present	On-site generator	2013	1998	March 31, 2018
Twenty-four	Canterbury	1979	March 31, 2018	2026	Present	On-site generator	2013	1979	March 31, 2018
Twenty-five	Lakeview Point	1986	March 31, 2018	2026	Present	On-site generator	2013	1986	March 31, 2018

Notes:

- (1) Year indicates time of completed pump station replacement or scheduled completion of replacement.
- (2) Year indicates the time standby power was provided or when standby power will be operational.
- (3) CMOM indicates assessment to be conducted with continuing maintenance program.
- (4) Year indicates time of completion of Group 2 pump station and force main improvements and remedial measures.

Comprehensive Plan Goal Supported By Wastewater Projects

- Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision. (FLU-1.4)

- Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems (TI-5.1)

- Implement an infrastructure Asset Management Program as a tool for management of the utility department's water and sewer systems and to track, manage, and schedule necessary facility upgrades and improvements. (TI-5.1.1)

- Ensure that utility and infrastructure systems can meet the city's long-term needs. (TI-5.2)

- Coordinate land use planning and capital programming to ensure infrastructure improvements and extensions are phased to support the future land use pattern. (TI-5.2.1)

- Adopt criteria for prioritizing funding to infrastructure-related capital improvement projects. (TI-5.2.4)

- Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth. (PFS-4.2)

RESOLUTION NO. _____

3J

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ARCHITECTURAL SERVICES WITH MAHG ARCHITECTURE, INC., FOR THE RENOVATION OF THE LIBRARY ANNEX BUILDING FOR USE AS OFFICE SPACE

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

SECTION 1: The Agreement for the general construction design, interior design and furnishings for renovation of the former Library Annex Building for use as office space by the Utility Department to provide for the staffing additions associated with the performance of the Consent Decree requirements, Project Number 15-11, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute the Agreement, in the amount of \$98,980, for the performance of said services.

This Resolution adopted this _____ day of August 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr



INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: August 12, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Renovation of Former Library
Annex Building to Office Space

In May of this year, the Board approved the supplemental staffing plan for Years 2015, 2016 and 2017 to address the organizational structure and management capabilities required to meet the objectives and conditions of the Consent Decree. The supplemental staffing plan presentation also discussed the utilization of the old library building to establish temporary offices for those employee positions as well as the engineering consultants being retained for Consent Decree program management functions. MAHG Architecture had performed a space utilization study of the old library building and confirmed that the currently unused areas on its first and second floors could be refurbished to provide sufficient space.

Staff has negotiated an agreement with MAHG for the construction design, interior design and furnishings to establish the needed office space. The design services will cover establishing ADA compliant restrooms, electrical upgrades, efficient lighting, open floor plan cubical work stations, movable wall partitions and specifying the needed furnishings. The furnishings will be specified to meet, and to be purchased, by the city using pre-negotiated buying contracts available through cooperative purchasing agreements. MAHG's design fee is set at an amount of \$98,980.

The long-term facility planning relocates the street department functions to a new, separate facility. The existing facility on Kelley Highway will then be modified to incorporate the new utility employee positions and functions there so that all utility department operations, except for those at the outlying treatment facilities, are at one location. This transition is anticipated to take about three years. The office space conversion of the old library building could then serve other city departments to relieve the cramped housing in the Stephens Building and offset current lease expense.

A Resolution authorizing the agreement with MAHG Architecture is attached for the Board's consideration. Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

Comprehensive Plan Goal Supported By Wastewater Projects

- Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision. (FLU-1.4)
- Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems (TI-5.1)
- Implement an infrastructure Asset Management Program as a tool for management of the utility department's water and sewer systems and to track, manage, and schedule necessary facility upgrades and improvements. (TI-5.1.1)
- Ensure that utility and infrastructure systems can meet the city's long-term needs. (TI-5.2)
- Coordinate land use planning and capital programming to ensure infrastructure improvements and extensions are phased to support the future land use pattern. (TI-5.2.1)
- Adopt criteria for prioritizing funding to infrastructure-related capital improvement projects. (TI-5.2.4)
- Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth. (PFS-4.2)

RESOLUTIONS NO. _____

A RESOLUTION ADOPTING THE PARKS AND RECREATION
5 YEAR CAPITAL IMPROVEMENT PROGRAM AS RECOMMENDED
BY THE PARKS AND RECREATION COMMISSION

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

SECTION1: The Five Year (2016-2020) Sales Tax Program for Parks and Recreation Capital Improvements as identified and specified in the attachment hereto is hereby approved.

SECTION 2: The staff is directed to proceed with implementation of the 2015 Sales Tax Program.

This Resolution adopted this _____ day of August, 2015.

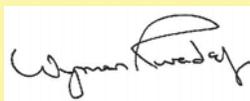
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



NPR

RESOLUTIONS NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT FOR A ZERO-INTEREST LOAN
FROM FIRST NATIONAL BANK FOR TRAILS AND GREENWAYS

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

The Mayor is hereby authorized to negotiate specific terms and execute a zero-interest loan agreement on behalf of the City of Fort Smith with First National Bank of Fort Smith. The purpose of such loan is to facilitate the construction of Trails & Greenways within the city limits of Fort Smith, Arkansas as soon as possible. The loan amount is not to exceed three million dollars and drawn upon as needed to fund Trails & Greenways projects, which monies are to be paid back interest-free within five years of the first amount drawn. Funds for such loan payments shall come from future revenues of the portion of the City-Wide Sales Tax dedicated to the Parks & Recreational Capital Improvement Program.

This Resolution adopted this _____ day of August, 2015.

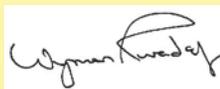
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



NPR



Memo:

August 14, 2015

To: Jeff Dingman, City Administrator
From: Doug Reinert, Director of Parks and Recreation *DSR*
Re: Accepting the Five Year Parks and Recreation Capital Improvement Plan and accepting/execution of the three million dollar loan from First National Bank

Attached is a summary of the five year Capital Improvement Program for the Parks & Recreation Department. Over the last several months the Parks and Recreation department has been speaking to citizens, receiving input and collecting data to construct a well thought out Capital Improvement Plan for the next five years. This Capital Improvement Plan (CIP) has been constructed to reflect the wants and needs of the citizens of Fort Smith. Numerous meetings with the Parks Commission have been held to gain a broad perspective of ideas, concepts and projects. I am respectfully, requesting the Board of Directors adopts the five (5) year Capital Improvement Program as recommended by the Parks & Recreation Commission and discussed with the Board at the August 13, 2015 joint study session.

During the planning process of the CIP, First National Bank has offered the City of Fort Smith a three (3) million dollar interest free loan to facilitate Fort Smith's trails and greenways program. This loan will be dedicated to the purchase of trail rights of way and construction, facilitating the completion more quickly. Funds on the loan would only be drawn as needed, up to the maximum of \$3 million, and are to be paid back interest-free- within the five years of the first drawn. The Parks & Recreation commission respectfully recommends and request that the Board authorize the Mayor to formalize an agreement and execute required documents in order to facilitate this loan in accordance with funding intentions. The attached spreadsheet outlines all projects, their respective budget amount and timeline.

If you have any questions feel free to contact me.

Fort Smith Parks & Recreation

Five-Year Capital Improvement Program

2016	2017	2018	2019	2020
------	------	------	------	------

Creekmore Park Land Acquisition & Parking				200,000	
Creekmore Park Tennis Court Resurfacing					275,000
Fort Smith Park Parking & Fishing Pavilion	200,000				
Fort Smith Park Dog Park			100,000		
Fort Smith Park Playground				100,000	
Kelley Stage & River Park Amphitheater		75,000			
Martin Luther King, Jr. Skate Park Improvements					400,000
Neighborhood Parks - Imani Park	100,000				
Shade Structures at Creekmore Pool, Martin Luther King Pool & Playground		75,000			
Riverfront Drive Property Improvements	700,000	600,000			
Trails & Greenways	1,000,000	1,000,000	1,100,000	1,050,000	1,050,000
Wading Pool conversion to Splash Pad (Tilles)			200,000		
Wading Pool conversion to Splash Pad (Woodlawn)			200,000		
Wilson Park Improvements				100,000	
Matching Funds	50,000	250,000	250,000	250,000	250,000
Total Projects	2,050,000	2,000,000	1,850,000	1,700,000	1,975,000
Operations	561,162	577,996	595,336	613,196	631,592
Total Projects and Operations	2,611,162	2,577,996	2,445,336	2,313,196	2,606,592

RESOLUTION No. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR TRAILS FOR LIFE GRANT FUNDING TO THE ARKANSAS DEPARTMENT OF PARKS AND TOURISM FOR THE PURPOSE OF A WALKING TRAIL AT THE RIVER VALLEY SPORTS COMPLEX

WHEREAS, the City of Fort Smith, Arkansas, recognizes the need to provide public recreation facilities for its local citizens and visitors; and

WHEREAS, the City wishes to apply for Trails for Life grant funds through the Arkansas Department of Parks and Tourism to develop a Health and Fitness project at the following park or location: River Valley Sports Complex; and

WHEREAS, the Mayor and the Board of Directors understand that, if granted funds for park development, they must provide land, by lease or ownership, on which to develop the facilities; and

WHEREAS, the City of Fort Smith, Arkansas, will sign a contract agreeing to provide the necessary resources to maintain this park and facilities for a period of 15 years;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the City of Fort Smith, Arkansas, hereby authorizes the Mayor to submit an application for grant funding to the Arkansas Department of Parks and Tourism.

Passed this _____ day of August, 2015

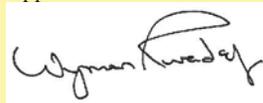
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



City Attorney NPR



Memo:

August 14, 2015

To: Jeff Dingman, City Administrator

From: Doug Reinert, Director of Parks and Recreation

DSR

Re: The Authorizing the Mayor to Submit an Application for Trails for Life Grant

The River Valley Sports Complex construction project has been making great progress over the last several months. During the construction process, the opportunity to apply for a Trails for Life Grant to the Arkansas Department of Parks and Tourism for the purpose of a walking trail at the River Valley Sports Complex has come forward. This trail will give citizens the opportunity to use the facility in an additional facet of exercise. The trail would encompass the property with a total estimated length of 1.5 miles. The Western Arkansas Planning and Development District is helping with a \$40,000 dollar no match grant for this project. The application deadline for this grant is September 1, 2015. It is respectfully requested that the Board of Directors authorize the Mayor to submit this grant application by the September 1 deadline.

If you have any questions feel free to contact me.



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: August 12th, 2015

SUBJECT: Central Business Improvement District

The terms of Mr. Robert Vick, Mr. Richard Griffin, Mr. Rodney Ghan, Mr. Phil White and Mr. Sam T. Sicard will expire September 30th, 2015 on the Central Business Improvement District.

There are no other applicants available at this time.

Appointments are **by the Board of Directors**, five appointments are needed. The terms will expire September 30th, 2021.

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

Printed on 100% Recycled Paper

Central Business Improvement District

State law provides that persons serving on the CBID shall be owners of real property in the district or officers or stockholders of a corporation owning real property within the district. Eight commissioners are appointed by the Board of Directors for six year terms.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Robert Vick Retired 6900 Naples Way (16) 452-2280 (h) 629-0854 © rdvick@cox.net	12/16/14	09/30/15
Richard Griffin P.O. Box 2207 (02) 783-5191 (w) Richard.griffin@gpfsm.com	10/07/97	09/30/15
Rodney H. Ghan 3401 Rogers Ave.; Suite A (03) 478-6161 (w) 452-9239 (h) rhghan@rhghan.com	09/15/07	09/30/15
Phil White 2001 Cobbel Hill (03) 648-1225 (w) 452-2928 (h) phil@generalpallets.com	09/18/07	09/30/15
Sam T. Sicard First National Bank P.O. Box 7 (02) 782-2041 (w) samueltsicard@fnbs.com	01/20/09	09/30/15

Bill Hanna
Hanna Oil & Gas
4525 Park Avenue (03)
782-1534 (h)
782-8808 (w)
bhanna@hannaoilandgas.com

04/15/08

09/30/19

Jeff Pryor
Pryor Marketing & Communications
P.O. Box 1209 (02)
783-1904 (w)
pmc@ipa.net

12/5/09

09/30/19

Steve Clark
Owner/Founder Propak
5000 Rogers Avenue (17)
651-5403 (h)
478-7800 (w)
sclark@propal.com

10/15/13

10/30/19

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

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

Date: 8-7-15
 Name: LEE ANN VICK Home Telephone: 479-452-2280
 Home Address: 6900 NAPLES WAY Work Telephone: 479-783-4113
 Zip: 72914 Email: LAVICK@WWLINC.COM
 Occupation: VP PRODUCTION - WELDON WILLIAMS & LICK
 (If retired, please indicate former occupation or profession)
 Education: HIGH SCHOOL - SOME COLLEGE
 Professional and/or Community Activities: ROSLIE TILLOS BOARD
FORMERLY ON GATEWAY BOARD
 Additional Pertinent Information/References: _____

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

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

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

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

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

Date: August 3, 2015

Name: Rodney H. Ghan Home Telephone: N/A

Work Address: 4611 Rogers Ave Suite 201 Work Telephone: 479-478-6161

Home Address: _____

Zip: 72903 Email: rhghan@rhghan.com

Occupation: President of Ghan Properties LLP (Parent Company)
 (If retired, please indicate former occupation or profession)

Education: 2 1/2 years at college

Professional and/or Community Activities: Chamber of Commerce
Board member

Additional Pertinent Information/References: _____

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

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

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

Drivers License [Signature] Date of Birth [Signature]
 information will _____ ack ground check of all applicant

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

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

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

CITY OF FORT SMITH

Application for City Boards/Commissions/Committees

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

Date: August 4, 2015

Name: Sam T. Sicard

Home Telephone: cell: 479-651-2612

Home Address: 3516 Old Oaks Lane
Fort Smith, AR

Work Telephone: 479 788 4228

Zip: 72903

Email: samueltsicard@fnbfs.com

Occupation: President/C.E.O. - First Bank Corp and First National Bank
(If retired, please indicate former occupation or profession) of Fort Smith

Education: BSBA in Finance, Magnum Cum Laude, University of Arkansas
Fayetteville

Professional and/or Community Activities: Step Up Speak Out/United Way, UAFS
Foundation Board, Fort Smith Regional Chamber of Commerce, Ark.
~~State Chamber of Commerce, U. S. Marshals Museum, CBID, Fort Smith~~
~~Boys and Girls Club, Fort Smith Regional Council~~

Additional Pertinent Information/References: Appointed by Governor Beebe to the
Arkansas Higher Education Coordinating Board and chosen as "2014
Arkansas Business 40 under 40".

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

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

Yes NO

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

Drivers License A [Signature] Date of [Signature]
information will be use to [Signature] ground check of all appli

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

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

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

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Date: 08/11/15

Name: Richard Griffin Home Telephone: 479-646-8124

Home Address: _____ Work Telephone: 479-783-5191

Zip: _____ Email: richard.griffin at gpfsa.com

Occupation: Bldg. CONSTRUCTION + Development
(If retired, please indicate former occupation or profession)

Education: Bachelor degree - U of A - Fayetteville

Professional and/or Community Activities: Housing Authority - C B I D
Southside Rotary

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes No _____
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes _____ NO

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

Drivers Licens: Richard Griffin 7R _____ Date of Bir: Richard Griffin
 information wi back ground check of all applican

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

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

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 wmathis@fortsmithar.gov

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Application for City Boards/Commissions/Committees

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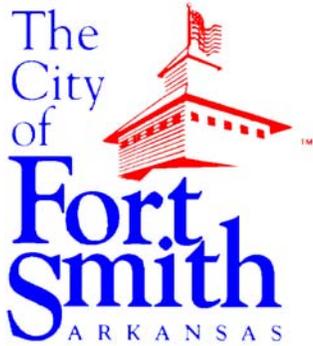
Name: Phil White Date: 8-4-15
 Home Address: 2001 Cobble Hill Home Telephone: 452 2928
 Zip: 72903 Work Telephone: 648 1225
 Email: Ph:1@GENERALPALLETS.COM
 Occupation: President GENERAL PALLET
 (If retired, please indicate former occupation or profession)
 Education: High School
 Professional and/or Community Activities: MUSEUMS

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes No
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes NO
 If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.
 Drivers License DeeDee Date of F DeeDee
 information will be use (all applications)

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

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



Mayor – Sandy Sanders

Acting City Administrator – Jeff Dingman

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Keith Lau

Ward 2 – Andre’ Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Tracy Pennartz

At Large Position 6 – Kevin Settle

At Large Position 7 – Don Hutchings

AGENDA ~ SUMMARY

Fort Smith Board of Directors REGULAR MEETING

August 18, 2015 ~ 6:00 p.m.

**Fort Smith Public Schools Service Center
3205 Jenny Lind Road**

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

INVOCATION & PLEDGE OF ALLEGIANCE

Director Don Hutchings

ROLL CALL 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 AUGUST 4, 2015 REGULAR MEETING AND AUGUST 11, 2015 SPECIAL MEETING

Unanimously approved as written

ITEMS OF BUSINESS:

1. Public hearing and ordinance to close, vacate and abandon a portion of alley right-of-way located in South Fort Smith, Block 19, an addition to the City of Fort Smith, Arkansas
APPROVED 7 in favor, 0 opposed / Ordinance No. 55-15

2. Items regarding amendments to the 2015 Budget ~ *Pennartz/Lau placed on agenda at the August 11, 2015 study sessions ~ :*
 - A. Ordinance amending the 2015 Budget (*budget reductions – August 2015*)
APPROVED 7 in favor, 0 opposed / Ordinance No. 56-15
 - B. Ordinance revising the 2015 Budget county sales tax revenue estimate (*increase 2015 revenue projections*)
APPROVED 6 in favor, 1 opposed (Good) as revised to remove language that the increased revenues will go to fund LOPFI / Ordinance No. 57-15
3. Consent Agenda
 - A. Resolution granting a temporary revocable license for the placement of a retaining wall in a public utility easement and authorizing the Mayor to execute agreement (*8600 Highway 71 South / Wal-Mart Neighborhood Market*)
APPROVED 7 in favor, 0 opposed / Resolution No. R-148-15
 - B. Resolution to accept the bids and authorize a contract for the construction of Water and Sewer Line Improvements serving the Arkansas College of Osteopathic Medicine, Project No. 15-90-A, EDA Award No. 08-79-04996 (*\$749,184.00 / Engineering Department / Budgeted – Water/Sewer Fund*)
APPROVED 7 in favor, 0 opposed / Resolution No. R-149-15
 - C. Resolution to accept the bids and authorize a contract for the construction of Street Overlays/Reconstruction, Project No. 15-03-C (*\$2,593,548.90 / Engineering Department / Budgeted – Sales Tax Program Fund*)
APPROVED 7 in favor, 0 opposed / Resolution No. R-150-15
 - D. Resolution naming the basketball courts at Martin Luther King, Jr. Park, *The Almer Lee Basketball Courts*
APPROVED 7 in favor, 0 opposed / Resolution No. R-151-15
 - E. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with Inland Waste Solutions, LLC
APPROVED 6 in favor, 1 opposed (Pennartz) / Resolution No. R-152-15
 - F. Resolution approving and authorizing execution and of release and abrogation of conditions subsequent agreement with United States of America
APPROVED 7 in favor, 0 opposed / Resolution No. R-153-15

- G. Resolution authorizing the execution of a memorandum of understanding for inter-governmental police service assistance between the Arkansas National Guard, Fort Chaffee Maneuver Training Center, Public Safety Division and the City of Fort Smith, Arkansas
APPROVED 7 in favor, 0 opposed / Resolution No. R-154-15
- H. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Goodwin & Goodwin, Inc. for the Massard Wastewater Treatment Plant Sewer Repair (\$573,546.00 / *Utility Department / Budgeted – 2014 Sales and Use Tax Bonds*)
APPROVED 7 in favor, 0 opposed / Resolution No. R-155-15
- I. Resolution authorizing the Mayor to execute an agreement and Authorization No. 1 with Morrison Shipley Engineers, Inc. for engineering services associated with the Riverlyn Wastewater Pump Station Improvements (\$90,110.00 / *Utility Department / Budgeted – 2014 Sales and Use Tax Bonds*) ♦
APPROVED 6 in favor, 1 opposed (Catsavis) / Resolution No. R-156-15
- J. Resolution authorizing the Mayor to execute an agreement for architectural services with MAHG Architecture, Inc. for renovations of the library annex building for use as office space (\$98,980.00 / *Utility Department / Budgeted – 2014 Sales and Use Tax Bonds*) ♦
APPROVED 7 in favor, 0 opposed / Resolution No. R-157-15
- K. Resolution adopting the Parks and Recreation 5 Year Capital Improvement Program as recommended by the Parks and Recreation Commission ~ *Settle/Pennartz placed on agenda at the August 13, 2015 special study session* ~
APPROVED 7 in favor, 0 opposed / Resolution No. R-158-15
- L. Resolution authorizing an agreement for a zero-interest loan from First National Bank for trails and greenways
APPROVED 7 in favor, 0 opposed / Resolution No. R-159-15
- M. Resolution authorizing the Mayor to submit an application for Trails Life Grant Funding to the Arkansas Department of Parks and Tourism for the purpose of a walking trail at the River Valley Sports Complex
APPROVED 7 in favor, 0 opposed / Resolution No. R-160-15

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>

EXECUTIVE SESSION (approximately 6:41 p.m.)

Appointments: **Central Business Improvement District**
Lee Ann Vick
Richard Griffin (reappointment)
Rodney Ghan (reappointment)
Phil White (reappointment)
Sam T. Sicard (reappointment)
Terms expire September 30, 2021

ADJOURN
6:45 p.m.

MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING

TUESDAY ~ AUGUST 18, 2015 ~ 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 Director Don Hutchings, 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, Tracy Pennartz, Kevin Settle and Don Hutchings. 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 August 4, 2015 regular meeting and August 11, 2015 special meeting were presented for approval. Settle, seconded by Lorenz, moved approval of the minutes as written. The members all voting aye, the Mayor declared the motion carried.

Mayor Sanders announced this was the time and place set for a public hearing to consider abandonment of an alley right-of-way located in Block 19 of South Fort Smith Addition. Notice of the public hearing had been duly published as required by law. Following the public hearing, consideration of an ordinance authorizing same would be given (Item No. 1).

Director of Development Services Wally Bailey briefed the Board on the item advising such is per the application of Stuart Leonard, agent for Robert Steel of RJ&M Properties, LLC. The subject property is located on the southwest corner of the intersection of Tulsa Street and South 28th Street. The purpose of the proposed alleyway abandonment

August 18, 2015 Regular Meeting

is to allow the subject lot to be combined with an adjoining lot and utilized as a driveway for future duplexes. Staff contacted all franchise utilities, appropriate City departments and property owners within three-hundred (300) feet of the subject area. The City of Fort Smith Utility Department requested the alley be retained as a twenty (20) feet sanitary sewer easement to accommodate an existing sanitary sewer line. The owner has agreed to the condition and will submit a plat delineating the alley proposed for closure as a sanitary sewer easement. The franchise utilities conveyed no objection to the proposed abandonment. In keeping with the Board's policy, the applicant has executed a memorandum of understanding that stipulates the applicant or its assigns will not make any claim for compensation in the event the City exercises its power of eminent domain to reclaim the abandoned right-of-way.

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

Hutchings, seconded by Settle, 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 reading and the members all voting affirmatively, the Mayor declared the motion carried. Settle, seconded by Catsavis, 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 the ordinance was given Ordinance No. 55-15.

August 18, 2015 Regular Meeting

Item No. 2 consisted of the following items regarding amendments to the 2015 Budget ~ Pennartz/Lau placed on agenda at the August 11, 2015 study sessions ~ :

- A. Ordinance amending the 2015 Budget (*budget reductions - August 2015*)
- B. Ordinance revising the 2015 Budget county sales tax revenue estimate (*increase 2015 revenue projections*)

Deputy Finance Director Jennifer Walker briefed the Board on the items as discussed at the August 11, 2015 study session. Item No. 2A amends the General Fund expense budget; however, one (1) change has been made since the aforementioned study session. The Transit Program is one-hundred percent (100%) funded by the General Fund; however, fifty percent (50%) of personnel and operations are funded through a federal grant reimbursement program and cannot be assigned to other funding needs. Due to such, the allocation to the General Fund has been adjusted by \$63,100 accordingly. Upon approval, the budget expense reductions of \$770,473 will be transferred to the Police and Fire Pension Fund (LOPFI).

Item No. 2B amends the General Fund budgeted revenue. The County Sales Tax received from January 1 to June 30, 2015 is approximately \$315,000 higher than the budgeted revenue, which was compared to the same time period last year. Due to unusual July 2015 sales tax figures, the Finance Department does not recommend adjusting the July to December budgeted revenues at this time. Upon approval, the estimated revenues from January to June 2015 will denote actual revenue received, which is an increase of \$314,538. The proposed ordinance contains language that the increased revenue will be transferred to LOPFI; however, staff has prepared and presented a revised ordinance for

August 18, 2015 Regular Meeting

consideration if the Board so chooses to retain the increased revenue in the General Fund. If the Board would like to transfer a portion of the increased revenue, a motion to amend the ordinance should be offered and approved accordingly.

Regarding Item No. 2B, Director Pennartz spoke in favor of adopting the revised ordinance to retain the increased revenue in the General Fund citing there's no rush to transfer the funds to LOPFI. If revenues go down, such would effect the year end reserve balance.

Lorenz, seconded by Lau, moved adoption of Item No. 2A. The members all voting affirmatively, the Mayor declared the motion carried and the ordinance was adopted and given Ordinance No. 56-15.

Pennartz, seconded by Lau, moved adoption of Item No. 2B as revised to remove language that the increased revenues will be transferred to LOPFI. Prior to the vote, Director Catsavis requested clarification that the excess revenues will not be transferred to LOPFI whereby Mayor Sanders responded affirmatively.

Director Good questioned if the increased revenue can be transferred to LOPFI later in the year and further inquired if a negative impact would result from a transfer now.

Mrs. Walker confirmed the increased revenue can be transferred to LOPFI later in the year if the Board so desire. Regarding the negative impact of transferring the funds to LOPFI now, such could create a risk in the event revenues from June to December 2015 are less than anticipated. The money transferred to LOPFI could not be recovered to accommodate the lower revenue received.

Upon adoption of Item No. 2B as revised, Director Settle questioned where the increased revenues will be posted.

August 18, 2015 Regular Meeting

Ms. Walker simply stated the excess revenue will be retained solely in the General Fund balance and will not be appropriated for any purpose.

The motion remaining on the floor (adoption of Item No. 2B as revised), the members all voted affirmatively, with the exception of Director Good who voted "no". The Mayor declared the motion carried and the ordinance was adopted and given Ordinance No. 57-15.

The Consent Agenda (Item No. 3) was introduced for consideration, the items being as follows:

- A. Resolution granting a temporary revocable license for the placement of a retaining wall in a public utility easement and authorizing the Mayor to execute agreement (*8600 Highway 71 South / Wal-Mart Neighborhood Market*)
- B. Resolution to accept the bids and authorize a contract for the construction of Water and Sewer Line Improvements serving the Arkansas College of Osteopathic Medicine, Project No. 15-90-A, EDA Award No. 08-79-04996 (*\$749,184.00 / Engineering Department / Budgeted - Water/Sewer Fund*)
- C. Resolution to accept the bids and authorize a contract for the construction of Street Overlays/Reconstruction, Project No. 15-03-C (*\$2,593,548.90 / Engineering Department / Budgeted - Sales Tax Program Fund*)
- D. Resolution naming the basketball courts at Martin Luther King, Jr. Park, The Almer Lee Basketball Courts
- E. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with Inland Waste Solutions, LLC
- F. Resolution approving and authorizing execution and of release and abrogation of conditions subsequent agreement with United States of America

August 18, 2015 Regular Meeting

- G. Resolution authorizing the execution of a memorandum of understanding for inter-governmental police service assistance between the Arkansas National Guard, Fort Chaffee Maneuver Training Center, Public Safety Division and the City of Fort Smith, Arkansas
- H. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Goodwin & Goodwin, Inc. for the Massard Wastewater Treatment Plant Sewer Repair (\$573,546.00 / Utility Department / Budgeted - 2014 Sales and Use Tax Bonds)
- I. Resolution authorizing the Mayor to execute an agreement and Authorization No. 1 with Morrison Shipley Engineers, Inc. for engineering services associated with the Riverlyn Wastewater Pump Station Improvements (\$90,110.00 / Utility Department / Budgeted - 2014 Sales and Use Tax Bonds) ♦Future Fort Smith
- J. Resolution authorizing the Mayor to execute an agreement for architectural services with MAHG Architecture, Inc. for renovations of the library annex building for use as office space (\$98,980.00 / Utility Department / Budgeted - 2014 Sales and Use Tax Bonds) ♦Future Fort Smith
- K. Resolution adopting the Parks and Recreation 5 Year Capital Improvement Program as recommended by the Parks and Recreation Commission ~ *Settle/Pennartz placed on agenda at the August 13, 2015 special study session* ~
- L. Resolution authorizing an agreement for a zero-interest loan from First National Bank for trails and greenways
- M. Resolution authorizing the Mayor to submit an application for Trails Life Grant Funding to the Arkansas Department of Parks and Tourism for the purpose of a walking trail at the River Valley Sports Complex

Regarding Item No. 3E, Director Pennartz inquired if the company will be hauling materials from northwest Arkansas to the Fort Smith landfill and requested Acting City Administrator Jeff Dingman to inquire and advise.

August 18, 2015 Regular Meeting

With regard to Item No. 3I, Director Lau requested a brief explanation of the staff bidding process to ensure the City is receiving the lowest possible price. He further questioned the estimated cost and anticipated completion date of the project.

Director of Utilities Steve Parke provided a synopsis of the bidding process and advised the total cost of the project has not yet been determined because the project is currently the preliminary design phase. Staff must rely on the engineering community to assist in the total project cost estimation, which the preliminary design, past costs for similar projects, and other issues will assist in determining the total project cost. With regard to a completion date, the preliminary design will be completed in 2016; however, the consent decree schedule requires that the project be completed by the end of 2017.

Director Settle conveyed discontent that a total cost has not been determined, at least a "*not to exceed*" amount. He further expressed concern that costs will be overinflated.

Director Pennartz inquired if the City maintains in-house staff that could prepare the preliminary design and if the City negotiated with anyone other than Morrison-Shiple. She further requested staff provide the Board with a list of design firms used in the last two (2) to three (3) years, as well as the authorized amounts paid to each.

Mr. Parke confirmed that the City maintains no in-house staff to prepare the preliminary design. With regard to negotiating with other firms, he confirmed the City adhered to all State law requirements.

Regarding the request for design firms used, Director Lau requested the information also contain the actual and estimated project costs.

August 18, 2015 Regular Meeting

Regarding Items No. 3L and 3M, there were multiple questions submitted by Directors Catsavis, Settle and Pennartz regarding funding whereby Director of Parks and Recreation Doug Reinert provided the requested information.

Director Hutchings extended much appreciation to Mr. Reinert for the “*excellent work*” on the Parks and Recreation Capital Improvement Plan (CIP).

Hutchings, seconded by Lorenz, moved adoption of all consent agenda items. The members voted affirmatively on all items with the exception of Items No. 6E and 6I, whereby Director Pennartz voted “*no*” on Item No. 6E and Director Catsavis voted “*no*” on Item No. 6I. The Mayor declared the motion carried and the resolutions were adopted and numbered R-148-15 through R-160-15 respectively.

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

▶ Mayor Sanders

Re: Announced Governor Asa Hutchinson recently appointed City of Fort Smith Director of Information Technology Russell Gibson to the Arkansas Geographic Information Systems Board and extended congratulations to Mr. Gibson for the prestigious appointment.

▶ Director Pennartz

- Re:
1. Extended appreciation to the Trails and Greenways Committee and the Parks and Recreation Commission for their work on the Parks and Recreation CIP.
 2. Noted the Streets, Bridges and Associated Drainage Capital Improvements Plan (CIP) Advisory Committee will hold its first meeting at 12:00 Noon, Thursday, August 20th, River Park Events Building West Room.

August 18, 2015 Regular Meeting

The Board entered into executive session at approximately 6:41p.m. and after reconvening, the Mayor announced the following appointment nominations:

CENTRAL BUSINESS IMPROVEMENT DISTRICT

Lee Ann Vick
Richard Griffin (reappointment)
Rodney Ghan (reappointment)
Phil White (reappointment)
Sam T. Sicard (reappointment)
Terms expire September 30, 2021

Hutchings, seconded by Pennartz, moved acceptance of the above named nominations. The members all voting aye, the Mayor declared the motion carried.

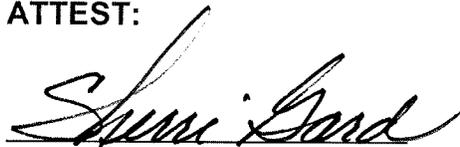
There being no further business to come before the Board, Lau moved that the meeting adjourn. The motion was seconded by Lorenz and the members all voting aye, the Mayor declared the motion carried and the meeting stood adjourned at 6:45 p.m.

APPROVED:



MAYOR

ATTEST:



CITY CLERK