

Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Keith Lau

Ward 2 – Andre' Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Pam Weber

At Large Position 6 – Kevin Settle

At Large Position 7 – Philip H. Merry Jr.

AGENDA ~ Summary

Fort Smith Board of Directors

REGULAR MEETING

July 15, 2014 ~ 6:00 P.M.

Fort Smith Public Schools Service Center

3205 Jenny Lind Road

THIS MEETING IS BEING TELECAST LIVE ON THE GOVERNMENT ACCESS CHANNEL 214

INVOCATION & PLEDGE OF ALLEGIANCE

Reverend Matt Stevenson, Evangel Temple

ROLL CALL

- All present
- Mayor Sandy Sanders presiding

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

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

Information available by viewing rebroadcast of the meeting on the City Access Channel 214 or City website

APPROVE MINUTES OF THE JULY 1, 2014 REGULAR MEETING

Unanimously approved as written

ITEMS OF BUSINESS:

1. Presentation: Air National Guard 188th Wing to City of Fort Smith
Presentation only, no action taken
2. Resolution of intent of the Board of Directors of the City of Fort Smith, Arkansas, regarding the issuance of bonds for the purpose of assisting in the financing of an industrial facility to be located within the city (*ArcBest Corporation*)
Approved 7 in favor, 0 opposed / Resolution No. R-81-14

3. Resolution authorizing the providing of legal defense and reimbursement of legal fee and expenses with reference to litigation styled as Jack Swink v. the City of Fort Smith, et al
Approved 4 in favor (Good, Lorenz, Catsavis & Settle), 2 opposed (Weber & Merry), 1 abstention (Lau) / Resolution No. R-82-14
4. Resolution to approve financial assurance agreements in lieu of a performance/payment bond, providing financial security to the City that the River Valley Sports Complex will be completed as provided within the agreement
Approved 7 in favor, 0 opposed / Resolution No. R-83-14
5. Ordinance amending the Fort Smith Municipal Code regarding formulation of board meeting agendas ~ *Weber/Merry placed on the agenda at the July 1, 2014 regular meeting ~*
Defeated 2 in favor (Weber & Merry), 4 opposed (Lau, Good, Lorenz & Settle), 1 abstention (Catsavis)
6. Consent Agenda
 - A. Resolution authorizing a change order for the construction of 2013 Street Striping Replacement, Project No. 13-85-A (\$445.29 / *Engineering Department / Budgeted – Street Sales Tax Program Fund*)
Approved 7 in favor, 0 opposed / Resolution No. R-84-14
 - B. Resolution to accept completion of and authorize final payment for the construction of 2013 Street Striping Replacement, Project No. 13-85-A (\$28,917.98 / *Engineering Department / Budgeted – Street Sales Tax Program Fund*)
Approved 7 in favor, 0 opposed / Resolution No. R-85-14
 - C. Resolution to accept the bids and authorize a contract for the construction of Streets/Overlays Reconstruction, Project No. 14-03-A (\$2,080,125.67 / *Engineering Department / Budgeted – Street Sales Tax Program Fund*)
Approved 7 in favor, 0 opposed / Resolution No. R-86-14
 - D. Resolution to accept the bids and authorize a contract for the construction of Street Overlay/Reconstruction, Project No. 14-03-C (\$2,024,864.75 / *Engineering Department / Budgeted – Street Sales Tax Program Fund*)
Approved 7 in favor, 0 opposed / Resolution No. R-87-14
 - E. Resolution authorizing a franchise utility relocation agreement for the Jenny Lind Road & Ingersoll Avenue Widening, Project No. 07-01-A (\$214,204.19 / *Engineering Department / Budgeted – Street Sales Tax Program Fund*)
Approved 7 in favor, 0 opposed / Resolution No. R-88-14

- F. Resolution authorizing the acquisition of real property interests for the Jenny Lind Road and Ingersoll Avenue Widening, Project No. 07-01-A (\$128,100.00 / Engineering Department / Budgeted – Street Sales Tax Program Fund)
Approved 7 in favor, 0 opposed / Resolution No. R-89-14
- G. Resolution authorizing the Mayor to execute a notice of an amendment to the Property Development Decision Document with the Arkansas Department of Environmental Quality for the Arkansas Brownfields Program in connection with the Zero Street Pump Station Wet Weather Improvements
Approved 7 in favor, 0 opposed / Resolution No. R-90-14
- H. Resolution authorizing the Mayor to make application to the Arkansas Department of Parks and Tourism for grant funding assistance
Approved 7 in favor, 0 opposed / Resolution No. R-91-14

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

- Mayor
- Directors
- City Administrator

Information available by viewing rebroadcast of the meeting on the City Access Channel 214 or City website

EXECUTIVE SESSION (approximately 6:56 p.m.)

- Performance evaluation – City Administrator ~ *Announced at the February 4, 2014 regular meeting* ~
Mayor Sanders announced the performance evaluation was completed citing Mr. Gosack’s performance is “*very acceptable*” and the next evaluation will be held in July 2015.
- Appointments: **FORT SMITH MUNICIPAL EMPLOYEES BENEVOLENT FUND BOARD OF ADVISORS**
Rhonda Royal
Term expires June 30, 2017

HISTORIC DISTRICT COMMISSION
Graham Sharum (reappointment)
Charles Lane (reappointment)
Terms expire July 31, 2017

OUTSIDE AGENCY REVIEW PANEL

Amy Manley (reappointment)

Term expires July 17, 2016

PORT AUTHORITY

Phillip W. Doss

Term expires July 31, 2019

PROPERTY OWNERS APPEAL BOARD

Dennis M. Shaeffer

Term expires July 14, 2019

ADJOURN

8:47 p.m.

RESOLUTION NO. R-81-14

A RESOLUTION OF INTENT OF THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS REGARDING THE ISSUANCE OF BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF AN INDUSTRIAL FACILITY TO BE LOCATED WITHIN THE CITY.

WHEREAS, the City of Fort Smith, Arkansas (the “City”) is authorized under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Arkansas Code Annotated §§14-164-201 *et seq.* (1998 Repl. & 2013 Supp.) (the “Act”), to own, acquire, construct, reconstruct, improve, equip and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, as defined in the Act, “industry” includes corporate and management offices for distribution facilities; and

WHEREAS, ArcBest Corporation, a Delaware corporation engaged in the freight transportation and logistics business, has evidenced its interest in acquiring, constructing and equipping a corporate management and administrative headquarters facility (the “Project”) to be located at Chaffee Crossing within the corporate boundaries of the City if permanent financing for the Project can be provided through the issuance of revenue bonds under the authority of the Act; and

WHEREAS, in order to secure and develop industry within the City in accordance with the provisions of the Act, the City desires to assist ArcBest Corporation or a subsidiary thereof (the “Company”) in the acquisition, construction and equipping of the Project through the issuance of the City’s Not to Exceed \$46,000,000 Taxable Industrial Development Revenue Bonds (ArcBest Corporation Project);

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

Section 1. It is the City’s present intention to assist the Company in the financing of the proposed Project through the issuance of industrial development revenue bonds under the authority of the Act. It is presently estimated by the Company that bonds in the aggregate principal amount of approximately \$46,000,000 would be required for this purpose. However, the City’s intent is to issue the bonds from time to time, pursuant to the terms of the Act, in such amount as shall be requested by the Company for accomplishing all or any part of the Project, whether or not such amount is more or less than the above estimate and whether or not the facilities and improvements finally acquired, constructed and equipped are identical to or different from the facilities presently expected to constitute the Project.

Section 2. In conjunction with any issuance of bonds to assist in the financing of the Project, the City states its intention to enter into an agreement with the Company providing for annual payments by the Company in lieu of ad valorem taxes in an amount equal to fifty percent (50%) of the aggregate amount of ad valorem taxes that would otherwise be due with respect to the Project facilities but for the City's issuance of the bonds. It is the City's present intention that (i) with respect to the Project real property, the bond financing would be in the approximate principal amount of \$30,000,000 and said bonds and the corresponding agreement for payments in lieu of ad valorem taxes would have a term of approximately twelve years, (ii) with respect to the Project personal property, the bond financing would be in the approximate principal amount of \$16,000,000 and said bonds and the corresponding agreement for payments in lieu of ad valorem taxes would have a term of approximately twelve years (except for computer equipment, which would be exempt from ad valorem taxes and subject to an agreement for payments in lieu of ad valorem taxes for approximately five to seven years, based on the expected life of such equipment). Any payment made in lieu of ad valorem taxes would be distributed to the political subdivisions which would have received ad valorem tax payments with respect to the Project facilities in the proportion that the millage levied by each affected political subdivision bears to the total millage levied by all affected political subdivisions.

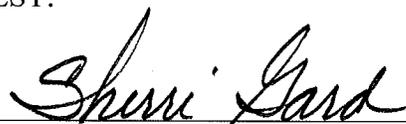
Section 3. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 15th day of July, 2014.

By: 
Mayor

ATTEST:

By: 
City Clerk



RESOLUTION NO. R-82-14

RESOLUTION AUTHORIZING THE PROVIDING OF LEGAL DEFENSE AND REIMBURSEMENT OF LEGAL FEES AND EXPENSES WITH REFERENCE TO LITIGATION STYLED AS JACK SWINK V. THE CITY OF FORT SMITH, ET AL.

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

The City’s legal counsel, Daily & Woods, P.L.L.C., is hereby authorized to provide a defense of all claims made by the Plaintiff in litigation styled “Jack Swink v. City of Fort Smith, Arkansas, et al., Sebastian County Circuit Court Action CV-14-1605 (I).” Reimbursement or payment of expenses and legal fees incurred by Director Keith Lau is authorized if Director Keith Lau elects to retain other legal counsel for his defense. The City of Fort Smith will be bound by no settlement agreement made by Director Keith Lau without the concurrence of the Board of Directors of the City.

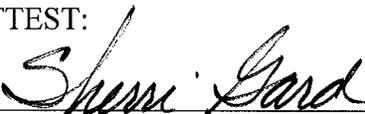
THIS RESOLUTION ADOPTED THIS 15th DAY OF July, 2014.

APPROVED:



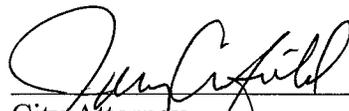
Mayor

ATTEST:



City Clerk

Approved as to form:



City Attorney
No Publication Required

RESOLUTION NO. R-83-14

A RESOLUTION APPROVING FINANCIAL ASSURANCE AGREEMENTS
IN LIEU OF A PERFORMANCE/PAYMENT BOND, PROVIDING FINANCIAL
SECURITY TO THE CITY THAT THE RIVER VALLEY SPORTS COMPLEX WILL
BE COMPLETED AS PROVIDED WITHIN THE AGREEMENT

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

The Board of Directors hereby accepts the assurance from River Valley Sports
Complex in lieu of a performance/payment bond as noted in Section 4 of the agreement
approved by Resolution R-20-14, said assurance being attached hereto as Exhibit A.

This Resolution adopted this 15th day of July, 2014.

APPROVED:


Mayor

ATTEST:


City Clerk

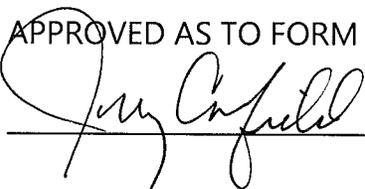
APPROVED AS TO FORM
 npr

Exhibit A

River Valley Sports Complex
8 field complex

Date July 9, 2014
Progress Report on Financial Assurances

	Per Field	Total (x8)	Actual	Real/Estimated Donated	Total Value	Estimated Real Cost	
Property (62.9 acres) valued at \$17,500/acre	\$ 137,594	\$ 1,100,750		\$ 943,500	\$ 1,100,750	\$ -	
Engineering, MEP, Design	\$ 7,500	\$ 60,000	\$ 60,000	\$ 60,000	\$ 420,000	\$ 60,000	
Clearing (required by Guard to start)			\$ 40,785			\$ 40,785	Completed 38.4 acres
National Guard Sitework	\$ 150,000	\$ 1,200,000		\$ 1,200,000	\$ 1,200,000	\$ -	
Top Soil (4" depth) placed and laser graded	\$ 11,250	\$ 90,000			\$ 90,000	\$ 90,000	
Solid Sodding	\$ 5,945	\$ 47,560			\$ 47,560	\$ 47,560	
Skinned infield & warning track/ placed and graded	\$ 19,500	\$ 156,000			\$ 156,000	\$ 156,000	
Surface field conditioner 24 tons	\$ 3,400	\$ 27,200			\$ 27,200	\$ 27,200	
Fencing (backstop, foul line, dugout, outfield)	\$ 24,000	\$ 192,000			\$ 192,000	\$ 180,000	
Lighting (50/30fc)	\$ 65,000	\$ 520,000	\$ 458,000		\$ 520,000	\$ 458,000	Firm Bid
Dugouts (roof, seating, concrete)	\$ 10,000	\$ 80,000			\$ 80,000	\$ 80,000	
Bleachers and pad	\$ 13,000	\$ 104,000			\$ 104,000	\$ 104,000	
Irrigation	\$ 9,000	\$ 72,000			\$ 72,000	\$ 72,000	
Scoreboards	\$ 5,000	\$ 40,000		\$ 40,000	\$ 40,000	\$ -	
Concession & rest rooms (2 identical bldgs @ \$200,000/ea)	\$ 50,000	\$ 400,000		\$ 150,000	\$ 250,000	\$ 250,000	
Utilities	\$ 3,125	\$ 25,000			\$ 25,000	\$ 25,000	
Total Line	\$ 514,314	\$ 4,114,510			\$ 4,324,510	\$ 1,590,545	

Notes:

We are awaiting final plans to be complete so that we can get firm commitments on exact items such as lumber, brick, fixtures, etc. We have gotten great responses on every item we have inquired about.
The lighting bids have all come in and we are \$62,000 under budgeted costs for the lighting package for all the fields.
The Guard is slated to be here on August 1, and do a 28 day mission to complete the earthwork portion for us.
With a full set of plans, we will be able to price out each item and continue with our progress.
There is nothing we have found that would lead us to believe that anything is different than our initial projections.

Financial Assurances/ Donations or in-kind

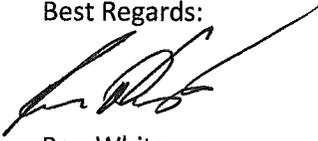
Concrete	23% discount Supplier
Fencing	At cost/ direct from manufacturer
Plumbing Equipment	At distributor cost
Electrical Equipment	At cost
HVAC Equipment	Plan on donation
Irrigation	At cost
All trade labors	At labor cost with no markup
Countertops	Donated by Plunkett Distributing
Parking Lot Material	Still working on
Lumber	Waiting on final construction plans
Brick	Waiting on final construction plans
Block	Waiting on final construction plans
Landscaping	Donated or at cost

To whom it may concern:

Upchurch Electrical Supply has decided to help Mr. Webb on the cost of River Valley Sports Complex concession facility. After talking with Wes Cantrell we felt that we need to sell the materials on this job at cost. We will also ask the vendors that supplied material to donate some of the material to be used on this project. Upchurch has helped many communities on projects by either donating or selling material at cost.

Fort Smith and the surrounding areas have helped this company to be successful and we feel that helping our community is good for everyone.

Best Regards:

A handwritten signature in black ink, appearing to read 'Ron White', with a long, sweeping horizontal stroke extending to the right.

Ron White

UPCHURCH
ELECTRIC

A

B&A Electric Inc.

HUBBELL FIXTURES

1st bid received
6-9-14

PO Box 1512, Ft. Smith, AR 72902

Office: (479)452-9369

Fax: (479)484-1935

Quotes: Fort Chaffee Ballfields 50/30 light levels

Scope: This price includes all labor and materials required for a complete electrical installation using 16 pole lights. There are some deductions below that can be made if trenching and the boring of holes for the light pole bases is done separately.

This price includes all poles, fixtures, 2-600 amp panels, 2-75 KVA transformers, and 2- 200 amp low voltage panels.

30 year warranty included.

Base Price: \$458,000

Deducts:

Trenching (approximately 5000 feet) : \$4,900

Boring holes for bases: \$8,000

If rock is encountered while drilling for the pole bases, it will be removed at a cost of \$325 per foot.

Submitted by: Brian Buzbee VP B&A Electric Inc. Date: 6-9-2014

Accepted by: _____ Date: _____

AR Contractors License # 0128570415 OK Contractors License # 00100999

Due to the fluctuating costs of construction materials, this price is good for 30 days, at which point, the quote will need to be reevaluated

B-1



Fort Smith Softball Complex

January 30, 2014

Fort Smith Softball Association

*estimated
cost
Jan 2014*

The following is a Turnkey estimate based upon Musco Design #155225 to light Fort Smith Softball Complex at River Valley.

This estimate includes lighting equipment, installation, underground wiring and delivery to site. Musco will provide our Light-Structure Green™ – engineered from foundation-to-poletop in 5 Easy Pieces™ – and Control-Link® systems.

Turnkey Estimate:

Fort Smith 8 Softball Fields - Two (2) Wagon Wheel:

\$641,000

Budget Estimate Criteria

- Offloading, assembly and installation of the Musco equipment, installation of branch circuits from main disconnect panel to each pole location and installation of the main disconnect panel by a licensed electrical contractor will be provided by others
- Musco is a lighting manufacturer and not an electrical contractor. Installation estimates are based upon projects similar in scope.
- Getting electrical power to the site, coordination with the utility, and any power company fees are responsibility of the owner.
- Standard soil conditions. Rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Energy savings of more than 50% over a standard lighting system
- Guaranteed light levels of 50 footcandles in the infield and 30 in the outfield
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system

Thank you for considering Musco for your sports-lighting needs. We look forward to helping you make your project a success.

Jeremy Lemons
Arkansas Field Sales Representative
Musco Sports Lighting, LLC
Phone: 501.249.8056
E-mail: Jeremy.lemons@musco.com
Fax: 800.374.6402

July 14th 2014

To: Whom it may concern.

K&K Farm Supply has agreed to sell chainlink fencing, posts wire and all accessories to River Valley Sports Complex thru Lee at Economy Feed in Fort Smith, Ar. Pricing will be at a wholesale level. Price will be confirmed at time of order. We are proud to be a partner of the local community.

Sincerely,

Jeff Freitag

KFS Sales Manager

C

BKG Tile
Van Buren, Arkansas

We agree to provide any tile labor at cost for the River Valley Sports Complex. We are glad to be a part of a great community project like this, and we look forward to helping see them reach completion.

Brian Gentry

July 14th 2014

To: Whom it may concern.

K&K Farm Supply has agreed to sell chainlink fencing, posts wire and all accessories to River Valley Sports Complex thru Lee at Economy Feed in Fort Smith, Ar. Pricing will be at a wholesale level. Price will be confirmed at time of order. We are proud to be a partner of the local community.

Sincerely,

Jeff Freitag

KFS Sales Manager

E

ACME BRICK COMPANY
A Berkshire Hathaway Company

Quotation

QUOTING

OFFICE: ACME BRICK COMPANY DATE: 7/14/14

2001 Old Greenwood Road JOB NAME: Fort Smith Sports Complex @ Chaffee Crossing

Fort Smith, Arkansas 72903



JOB LOCATION: Fort Smith

ARCHITECT:

BID DATE:

*We quote the following prices on materials, F. O. B. _____ present freight rate allowed to _____
Any increase in present freight rates to be added.*

<u>Retail</u>			<u>Quoted/Discounted</u>
\$379/M	95,000 K/S Brick	5.0 Brick per foot	\$300/M
\$550/M	68,000 Estate Size	3.6 Brick per foot	\$475/M
\$1100/M	56,000 Utility Size (from closed Eureka Brick Plant)	3.0 Brick per foot	\$850/M

There is a chance that we can also donate some product to job site.

*****NOTE:** Prices on Quotations are protected for 30 days after date of Quotation. Prices on entered orders will be protected for 180 days after the date of order. For any shipments after 180 days from the order date, the current price at the time of shipment will apply. No returns or pick up of excess material.

ACME BRICK COMPANY

BY Kelly Haley
Kelly Haley – Branch Manager

ALL QUOTATIONS SUBJECT TO TERMS AND CONDITIONS SHOWN ON THE REVERSE SIDE. PERFORMANCE ON ALL ORDERS SHALL BE SUBJECT TO STRIKES, CAR SHORTAGES AND OTHER CAUSES BEYOND OUR CONTROL, ALL QUOTATIONS SUBJECT TO A.S.T.M. SPECIFICATIONS.

TERMS AND CONDITIONS OF QUOTATION AND/OR SALE

1. All Orders are subject to the approval of our Credit Department.
2. If quoted for a specific job designated herein, these quotations are good for 30 days unless definitely stated otherwise. Quotations which are not made for a specific job are subject to change without notice. Acceptance of orders taken by the dealers or representatives of the seller are not binding until accepted and acknowledged by the seller.
3. All quotations are based, and all orders accepted, upon present lawful freight rates. Any increase in present freight rates shall be borne by the purchaser on any portion of the order remaining unshipped at time such increase becomes effective.
4. Unless otherwise specified herein, these prices are based on full carload shipment. The purchaser is responsible for any LCL, excess freight, express, or parcel post charges involved in shipments of small additions to carload orders, replacement of breakage, etc., if such shipments cannot be included in a carload movement.
5. Rail transportation charges will not be prepaid except too prepaid points or stations or upon split cars shipped to two different purchasers, transportation and excess charges will be prepaid only as the agent of the purchaser and at his request. All prepaid rail, truck, express and parcel post charges will be invoiced as a separate item payable with invoice of material.
6. All orders are accepted upon the express understanding that while the seller will make all effort to meet delivery schedule of the purchaser, delays, the result of: War; labor shortages; strikes; fires; breakdowns; transportation restrictions or car shortages; Federal priority, Conservation or Limitation Orders or regulations; or other causes clearly beyond the control of the seller, shall be waived by the purchaser.
7. While it is the intention that title shall pass at the plant, unless otherwise provided, a condition of the sales is that seller's yard count shall govern settlement. The purchaser will count the material before unloading if possible, otherwise during the unloading, and if there is an apparent shortage will telegraph or otherwise immediately notify the seller so that the latter may come and settle shortage before any of the material is used, with the understanding that the purchaser will pay the expense if the plant count is correct. No shortage claim will be recognized by seller under any other circumstances. All material shall be considered accepted after the purchaser or his agent has had reasonable opportunity for its inspection. In no event shall the seller be in any way liable after the material has been used.
8. Taxes. Any Federal, State or Local Tax in effect at time of shipment shall be borne by purchaser.
9. All material is sold subject to the specifications and grading rules and guarantee of ASTM and/or the Facing Tile Institute for the quantities quoted.
10. Orders for special sizes, shapes, shades, or textures (including charges for special dies) in process of Manufacture or completed are not cancelable in whole or part.
11. No allowances will be made by the manufacturer for shortages or damage incurred in transit. If there is any loss or damage when a car is received, consignee must immediately report to local freight agent and require his endorsement on freight bill as to condition of contents to avoid difficulties when making a claim against the railroad.
12. Return of material. Material ordered by mistake or in excess of requirement cannot be returned for credit.
13. No claims and/or back charges will be allowed for sorting and/or handling of damaged and/or defective material until manufacturer or his appointed agent has approved charge after checking and verifying that such material is not acceptable; and in no event shall a claim be recognized if material has been improperly handled.
14. TERMS: 30 days net-on items where cash discount applies payments shall be made at semi-monthly intervals to earn the cash discount; 10th of month for shipments made 16th to last day of preceding month, and 25th of month for shipments made 1st to 15th of current month. All bills are payable at P. O. Box designated in the "Remit To" section on the face of invoice, free of expense to the seller. If no P. O. Box is designated, remit to the nearest address shown. Past due accounts for merchandise shall bear interest at 8% per annum.
15. Should purchaser default hereunder and an action be brought by seller against purchaser based upon this purchase order, purchaser shall pay an additional reasonable amount to be fixed by the court as attorney's fees.
16. This quotation contains the entire agreement of the parties, and no statement or promises, or verbal or other agreement not contained herein shall in any manner affect or modify any of the terms or provisions herein contained.
17. These terms and conditions cancel and supersede any previous issue.



FORT CHAFFEE
REDEVELOPMENT
AUTHORITY

July 14, 2014

Jake Files, Arkansas State Senate
Lee Webb, Sebastian County Election Commission Chairman

Re: Chaffee Crossing Softball Field Construction

Dear Jake and Lee,

This letter is to confirm that Fort Chaffee Redevelopment Authority agrees to furnish shale in the amount necessary to accommodate the development of the softball field complex.

If you or anyone has any questions regarding this matter please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy Owen'.

Ivy Owen
Executive Director & CEO

IO/jg

Value \$1.19/ft
x 237,000 ft used
\$282,030 value of
donation

Ben Green Bids

for comparison on
price/donation

3. ALTERNATES Alternate bids include all variations in profit, overhead, bonds, insurance, and similar related items.

Deductive Alternates:

Deductive Alternate No. 1: Remove from base bid: Asphalt paving and tack coat at northern parking area. (Includes 57 parking spaces and drives.) Note: Concrete handicapped parking, gravel sub base and 3' undercut to remain for entire north parking area.

DEDUCT the sum of thirty six thousand seven hundred ^{seventy three & 00/100} Dollars (\$ 36,773.⁷³)
(Amount shown in words shall govern.)

Deductive Alternate No. 2: Remove from base bid: Litter receptacles (2), benches (2), stone seat wall at planter (Note: include 6" curb instead of seat wall), and 2,800 sq of common bermuda sod at warm up area (Note: include hydromulch common bermuda instead of sod).

DEDUCT the sum of \$ Seven thousand & ⁰⁰/100 Dollars (\$ 7,000.⁰⁰)
(Amount shown in words shall govern.)

Deductive Alternate No. 3: Remove from base bid: Shade structures (4) over bleacher seating.

DEDUCT the sum of \$ Eighty five thousand & ⁰⁰/100 Dollars (\$ 85,000.⁰⁰)
(Amount shown in words shall govern.)

Unit Prices:

THESE ARE FOR INCREASE OR DECREASE OF MATERIALS BY CHANGE ORDER OR FOR MEETING PROJECT BUDGET. THIS IS A LUMP SUM CONTRACT.

If the required quantities of the items listed below are increased or decreased by change order or to meet the project budget, the unit prices set forth below shall apply to such quantities. Unit prices to include all labor, materials, delivery, installation, services, equipment, insurance, profit, applicable taxes, and overhead related items necessary to construction. Amounts shall be written in words and figures. In case of discrepancy between the written amount and the figures, the written amount will govern.

Item	Unit	Description of item with bid prices written in words	Unit Price
1	SF	8" depth Class 7 sub base parking lot @ DOLLARS & CENTS <u>one dollar & 19/100</u>	\$ <u>1.19 SF</u> * 237,000 Feet = <u>\$282,030</u> DONATION
2	SF	Asphalt (2" paving and tack coat) @ DOLLARS & CENTS <u>one dollar & 38/100</u>	\$ <u>1.38/SF</u>

H-1

3	SY Sod Common Bermuda @	DOLLARS & CENTS	\$
		One dollar & 68/100	1.68 SF
4	LF Mow Strip @	DOLLARS & CENTS	\$
		Eight dollars & 00/100	8.00 LF
5	SF Sidewalk (5" thick conc., reinforced) @	DOLLARS & CENTS	\$
		four dollars & 00/100	4.00 SF
6	LF 6' Ht. Chain link Fence @	DOLLARS & CENTS	\$
		nineteen dollars & 00/100	19.00 /LF
7	LF 18" ht. Stone Seat Wall @	DOLLARS & CENTS	\$
		one hundred forty & 00/100	140.00 /LF
8	CY Undercut and Haul off of weathered shale that requires large tracked excavators or dozers (Caterpillar D-8 or larger) with a single tooth ripper. @	DOLLARS & CENTS	\$
		ten dollars & 00/100	10.00
9	CY Undercut and Haul Off Unsuitable Material @	DOLLARS & CENTS	\$
		ten dollars & 00/100	10.00 /cy
10	CY Haul in & Compact Select Fill @	DOLLARS & CENTS	\$
		twenty dollars & 00/100	20.00 /cy

H-2

004113-BID FORM

BID FROM: LJB Construction, Inc
423 Rogers Ave. Ste 103-A
Fort Smith, AR 72901

DATE: 6-4-13

BID TO: City of Fort Smith
3301 S. M. Street
Fort Smith, AR 72903

PROJECT: Ben Geren Park Softball Addition

Gentlemen:

1. Having carefully examined the Bidding, Contract, and General Requirements, the Drawings and Specifications, and Addenda, as prepared by Jacobs, Inc., 10816 Executive Center, Suite 300, Little Rock, AR 72211 acting as and in these Contract Documents entitled the A/E, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials, services, and equipment necessary for, or incidental to, the construction of the project in accordance with the Contract Documents within the time set forth, for the sums shown on the Bid Schedule contained in this Bid Form for the lump sum base bid:

BASE BID

- 1) Restroom and Concessions Building
(Building and all related utilities to 5' outside building including all work not included in base bid items below.) \$366,900.00
- 2) Parking and Drives
(Maintenance and North Parking area including earthwork and paving.) \$95,716.00
- 3) Fields, walks, and all site elements.
(Maintenance and North Parking area including earthwork and paving.) \$1,099,249.00
- 4) Site utilities 5' outside building and beyond.
(Water, sewer, electrical, and drainage.) \$60,572.00
- 5. ACA 22-9-212 requires the contractor to indicate on this bid form the cost of Trenching Safety Systems. FAILURE TO SHOW THIS COST WILL INVALIDATE THE BID. (NOTE THIS COST SHALL BE INCLUDED IN THE BASE BID.) \$1,000
- 6. Construction Allowance of \$20,000 for additional improvements at the discretion of the owner. \$20,000.00

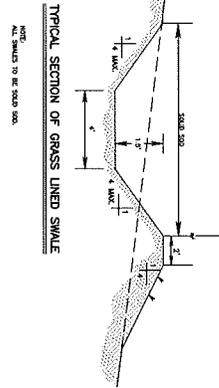
LUMP SUM TOTAL BASE BID

one million six hundred forty two thousand four Dollars \$1,642,437.00
hundred thirty seven (Amount shown in words shall govern.)
dollars.

H-3

© BRIX ENGINEERING & LAND SURVEYING, INC. 2014
 ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF BRIX ENGINEERING & LAND SURVEYING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BRIX ENGINEERING & LAND SURVEYING, INC.

DITCH NO.	DEPTH	SPACING	LENGTH	WIDTH	AREA	VOLUME
DITCH 1	1'-0"	10'	100'	1'-0"	100.00	100.00
DITCH 2	1'-0"	10'	100'	1'-0"	100.00	100.00
DITCH 3	1'-0"	10'	100'	1'-0"	100.00	100.00
DITCH 4	1'-0"	10'	100'	1'-0"	100.00	100.00
DITCH 5	1'-0"	10'	100'	1'-0"	100.00	100.00
DITCH 6	1'-0"	10'	100'	1'-0"	100.00	100.00
DITCH 7	1'-0"	10'	100'	1'-0"	100.00	100.00
DITCH 8	1'-0"	10'	100'	1'-0"	100.00	100.00
DITCH 9	1'-0"	10'	100'	1'-0"	100.00	100.00
DITCH 10	1'-0"	10'	100'	1'-0"	100.00	100.00



BRIX ENGINEERING & LAND SURVEYING, INC.
 CONSULTING ENGINEERS - LAND SURVEYORS
 8223 East Highway 45 P.O. Box 8190 Fort Smith, Arkansas 72906 (479) 646-8384

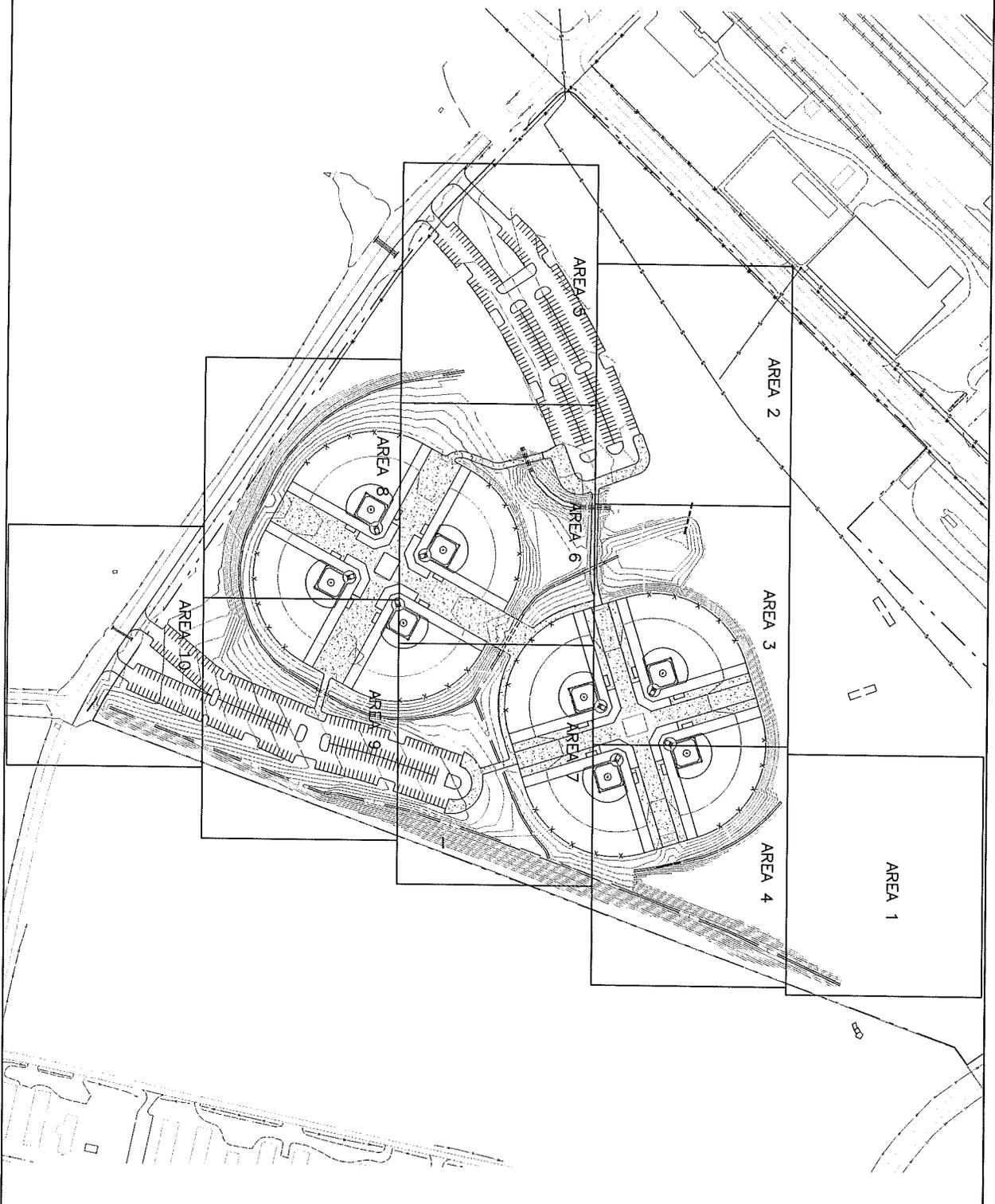
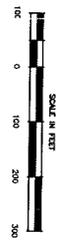


DRAINAGE PLAN
 RIVER VALLEY SPORTS COMPLEX
 CITY OF FORT SMITH
 SEBASTIAN COUNTY, ARKANSAS
 Prepared For: CITY OF FORT SMITH

Date:	4/22/14
Drawn By:	CHB
Approved:	CHB
Job No.:	14-0090
Sheet:	X
File:	

This Name: 05\BRIEN\21414-0090\SOFTBALL COMPLEX\BASE.DWG

NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF BRIXEY ENGINEERING & LAND SURVEYING, INC.



BRIXEY ENGINEERING & LAND SURVEYING, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
8223 East Highway 45 P.O. Box 6190 Fort Smith, Arkansas 72908 (479) 648-6364

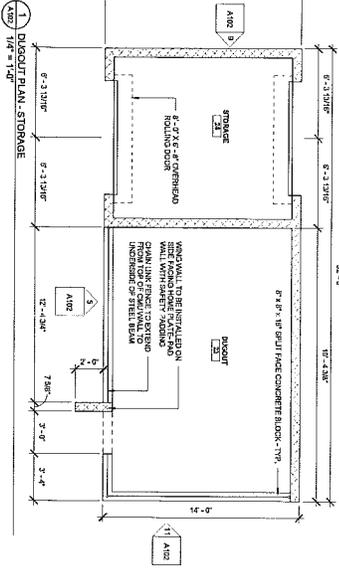
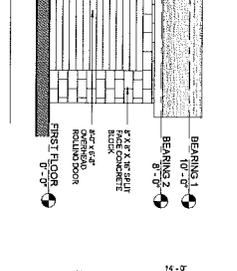
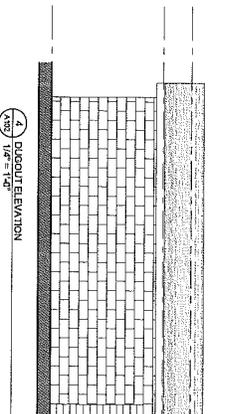
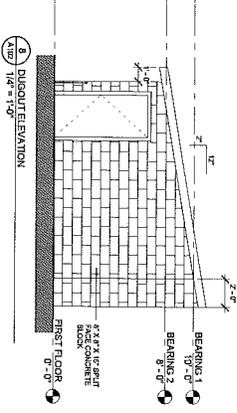
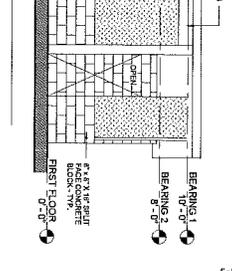
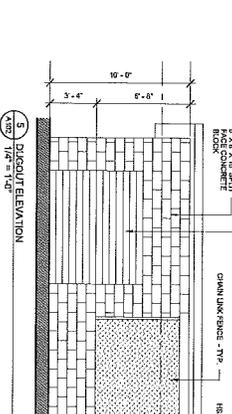
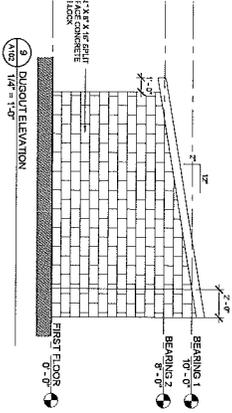
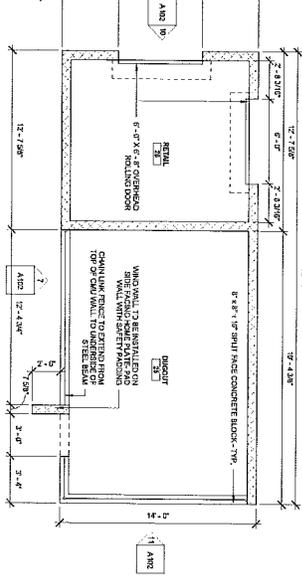
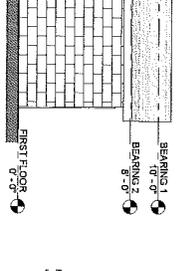
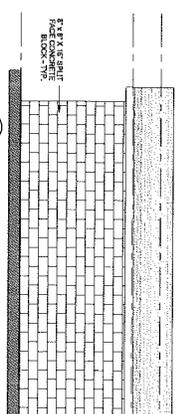
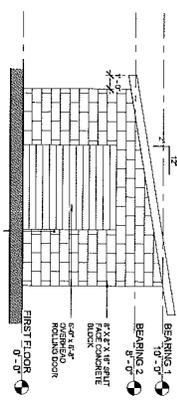
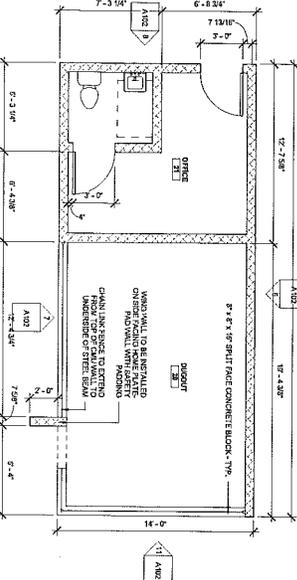
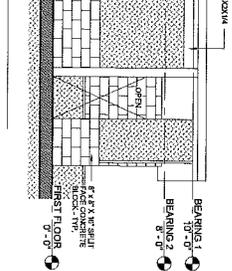
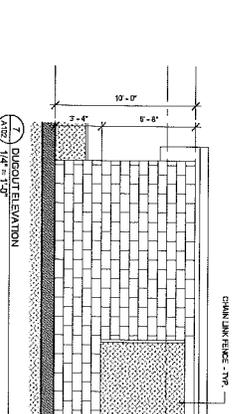
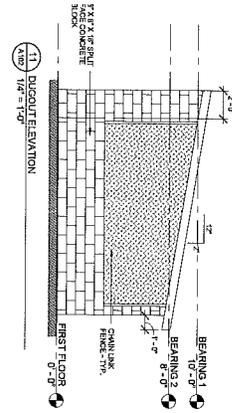


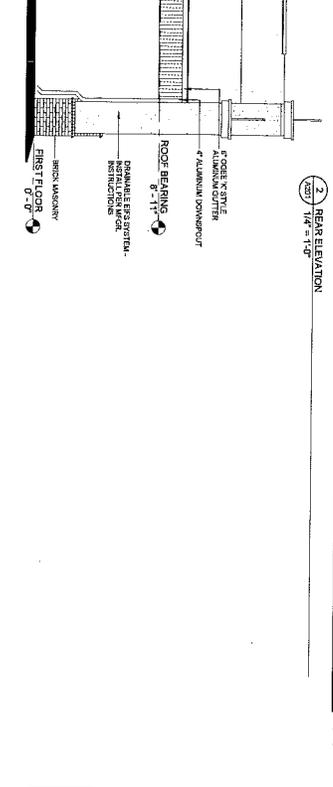
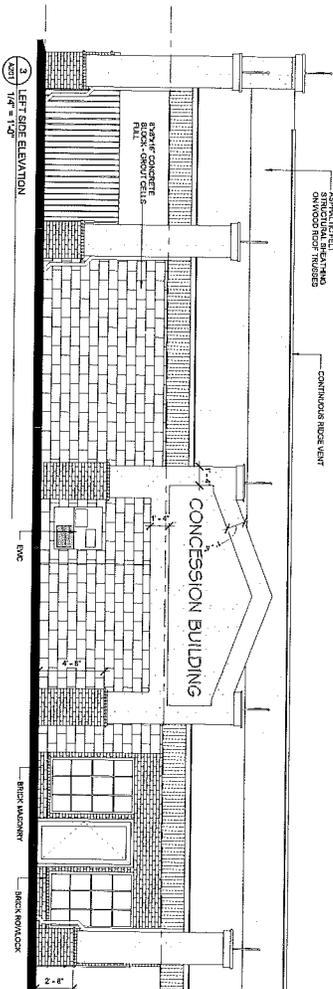
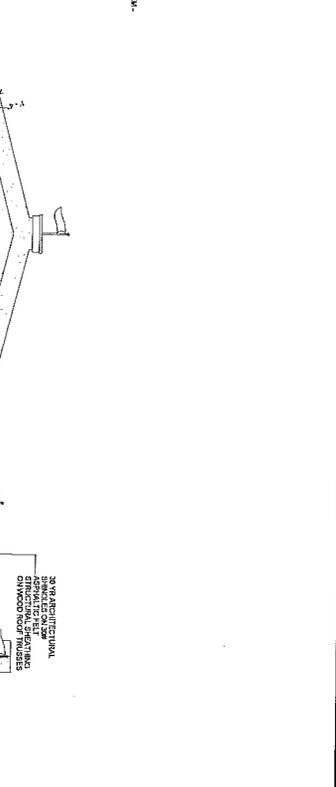
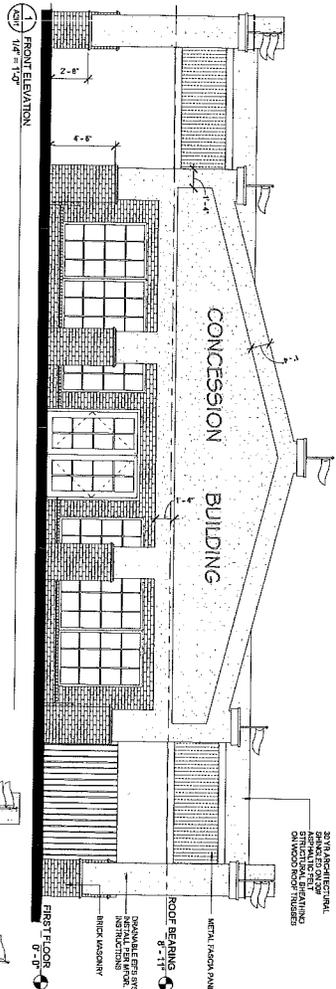
GRADING ORIENTATION PLAN
RIVER VALLEY SPORTS COMPLEX
CITY OF FORT SMITH
SEBASTIAN COUNTY, ARKANSAS

Prepared For: CITY OF FORT SMITH

Date:	5/15/14
Drawn By:	CHG
Approved:	CHG
Job No.:	14-0200
Sheet:	X
File:	

File Name: C:\E\ENGINEERING\14-0200 RIVER VALLEY SPORTS COMPLEX\BASE.dwg





DATE
Issue Date
A201

REVISIONS
DATE

RIVER VALLEY SPORTS COMPLEX
FORT SMITH, ARKANSAS
CONCESSION BUILDING ELEVATIONS

chasen b. garrett
ARCHITECTS, PLLC
P.O. Box 8336
Fort Smith, AR 72902 479-652-0175

NO.	REVISIONS	DATE



YOUR **TOTAL** LAWN MAINTENANCE
SOLUTION.

River Valley Sports Complex

To whom it may concern:

We would like to thank you for considering Greenview Lawns, Inc. for participation in the process of building the River Valley Sports Complex. We will do our part by contributing the landscape and irrigation services for the cost of materials and employee labor only. We will also do our part in working with our suppliers and vendors to see if we can get some materials donated or bought at a discount price.

Let us know if we can be of further assistance to you.

Sincerely,

A handwritten signature in black ink that reads "Cory Green". The signature is fluid and cursive, with the first and last names clearly legible.

Cory Green
Greenview Lawns, Inc.

DEFEATED

July 15, 2014 regular meeting

ayes - Weber & Merry; nays - Lau, Good,
Lorenz and Settle; abstention - Catsavis

5

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE FORT SMITH MUNICIPAL CODE
REGARDING FORMULATION OF BOARD MEETING AGENDAS**

BE IT ORDAINED AND ENACTED by the Board of Directors of the City of Fort Smith, Arkansas that:

SECTION ONE - AMENDMENT TO CODE:

- (a) Section 2-31, subparagraph 4 of the Fort Smith Municipal Code is hereby deleted in its entirety.
- (b) Section 2-37(a) of the Fort Smith Municipal Code is hereby amended by the deletion of the phrase "unless removed by a majority of the board" in the fifth sentence of said section.

SECTION TWO - EMERGENCY CLAUSE:

The immediate effectiveness of this Ordinance establishing procedures for the governing body of the City is required to provide for the orderly conducting of the affairs of the governing body and the City. Therefore, an emergency is declared, and this Ordinance shall be in full force and effect immediately upon its passage and approval.

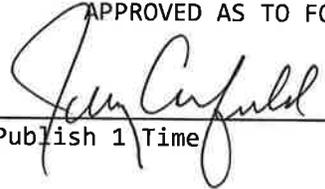
PASSED and APPROVED this _____ day of July, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Publish 1 Time

RESOLUTION R-84-14

**A RESOLUTION AUTHORIZING A CHANGE ORDER
FOR THE CONSTRUCTION OF
2013 STREET STRIPING REPLACEMENT
PROJECT NO. 13-85-A**

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

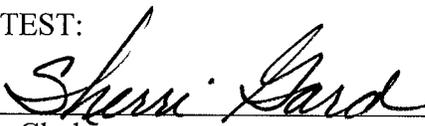
SECTION 1: Change Order No. 1 with Advanced Workzone Services, LLC. for the 2013 Street Striping Replacement, Project No. 13-85-A, which increases the contract amount by \$445.29 to an adjusted contract amount of \$28,917.98, is hereby approved.

This resolution adopted this 15th day of July, 2014.

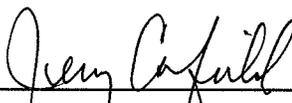
APPROVED:


Mayor

ATTEST:


City Clerk

Approved as to Form


 No Publication Required
 Publish ___ Times

RESOLUTION R-85-14

**A RESOLUTION TO ACCEPT COMPLETION OF AND
AUTHORIZE FINAL PAYMENT FOR THE CONSTRUCTION OF
2013 STREET STRIPING REPLACEMENT
PROJECT NO. 13-85-A**

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the 2013 Street Striping Replacement, Project No. 13-85-A, as complete.

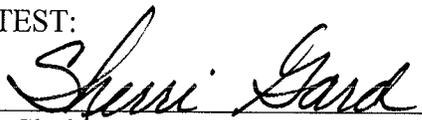
SECTION 2: Final payment is authorized in the amount of \$28,917.98 to the contractor Advanced Workzone Services, LCC., for the 2013 Street Striping Replacement, Project No. 13-85-A.

This resolution adopted this 15th day of July, 2014.

APPROVED:

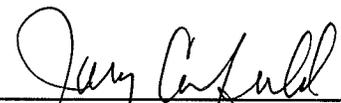

Mayor

ATTEST:



City Clerk

Approved as to Form



- No Publication Required
- Publish _____ Times

RESOLUTION R-86-14

A RESOLUTION TO ACCEPT THE BIDS AND AUTHORIZE A
CONTRACT FOR THE CONSTRUCTION OF
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 14-03-A

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

SECTION 1: The bid of Forsgren, Inc. received July 01, 2014 for the construction of Street Overlays/Reconstruction, Project No. 14-03-A, in the amount of \$2,080,125.67 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 15th day of July, 2014.

APPROVED:


Mayor

ATTEST:



City Clerk

Approved as to Form



 No Publication Required
 Publish _____ Times

RESOLUTION R-87-14

**A RESOLUTION TO ACCEPT THE BIDS AND AUTHORIZE A
CONTRACT FOR THE CONSTRUCTION OF
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 14-03-C**

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

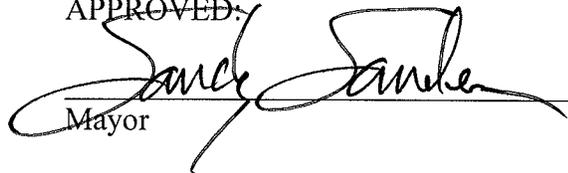
SECTION 1: The bid of Forsgren, Inc. received July 08, 2014 for the construction of Street Overlays/Reconstruction, Project No. 14-03-C, in the amount of \$2,024,864.75 be accepted.

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

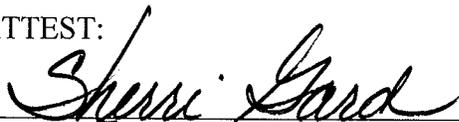
SECTION 3: Payment for construction authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this 15th day of July, 2014.

APPROVED:


Mayor

ATTEST:



City Clerk

Approved as to Form



 No Publication Required
 Publish _____ Times

RESOLUTION NO. R-88-14

**A RESOLUTION AUTHORIZING A FRANCHISE
UTILITY RELOCATION AGREEMENT FOR
THE JENNY LIND ROAD & INGERSOLL AVENUE WIDENING PROJECT
PROJECT NO. 07-01-A**

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

SECTION 1: The Mayor is authorized to execute a City - Franchise Utility Relocation Agreement with Arkansas Oklahoma Gas Corporation for the relocation of gas lines for the Jenny Lind Road and Ingersoll Avenue Widening project and payment in the amount of \$214,204.19 is approved.

This Resolution adopted this 15th day of July, 2014.

APPROVED:



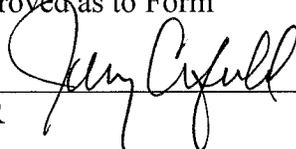
Mayor

ATTEST:



City Clerk

Approved as to Form



NPR

RESOLUTION R-89-14

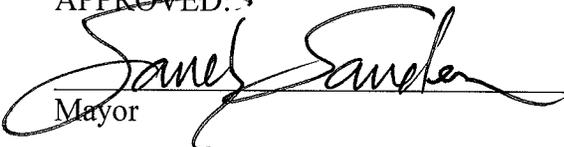
**A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL
PROPERTY INTERESTS FOR THE JENNY LIND ROAD AND
INGERSOLL AVENUE WIDENING
PROJECT NO. 07-01-A, AHTD JOB NO. 040471**

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

The City Administrator, or his designated agents, and the City Attorney are hereby authorized to acquire, by eminent domain, if necessary, for the indicated appraised amounts, the following described tracts required for the Jenny Lind Road & Ingersoll Avenue Widening project:

<u>TRACT</u>	<u>OWNER</u>	<u>APPRAISED VALUE</u>
29	American Realty Capital	\$ 64,300.00
31	Regions Bank	\$ 14,800.00
33	BIL-EL, LLC & ALLBEC, LLC & ELIS, LLC	\$ 38,200.00
34	Sutherland Lumber & Building HDQTRS, LP	\$ 6,000.00
57	Mark B. Sutherland, Trustee et al.	\$ 4,800.00

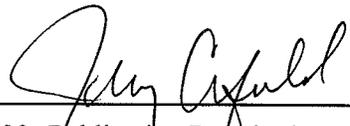
This resolution adopted this 15th day of July, 2014.

APPROVED:

Mayor

ATTEST:


City Clerk

Approved as to Form



 No Publication Required
 Publish ___ Times

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A NOTICE OF AN AMENDMENT TO THE PROPERTY DEVELOPMENT DECISION DOCUMENT WITH THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE ARKANSAS BROWNFIELDS PROGRAM IN CONNECTION WITH THE ZERO STREET PUMP STATION WET WEATHER IMPROVEMENTS

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

SECTION 1: The Mayor is hereby authorized to execute a Notice of an Amendment to the Property Development Decision Document dated April 2014 with the Arkansas Department of Environmental Quality for participation in the Arkansas Brownfields Program for the city property located at 5501 Jenny Lind Road, Fort Smith, Arkansas, in connection with the Zero Street Pump Station Wet Weather Improvements, Project 09-17-E1.

This Resolution adopted this 15th day of July 2014.

APPROVED:



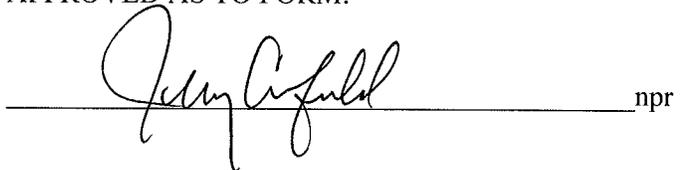
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



npr

RESOLUTION NO. R-91-14

A RESOLUTION AUTHORIZING THE MAYOR TO
MAKE APPLICATION TO THE ARKANSAS DEPARTMENT OF
PARKS AND TOURISM FOR GRANT FUNDING ASSISTANCE

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

WHEREAS, The City of Fort Smith, Arkansas seeks to improve the recreation facilities and wishes to seek grant funding assistance; and

WHEREAS, in order to obtain the funds necessary to develop and/or improve the site for such a recreation area, it is necessary to obtain a 50/50 Matching Grant from the Arkansas Department of Parks and Tourism's Outdoor Recreation Grant Program; and

WHEREAS, the plans for such recreation areas have been prepared and the price therefore has been established; and

WHEREAS, this governing body understands the grantee and grantor will enter into a binding agreement which obligates both parties to policies and procedures contained in the *Land and Water Conservation Fund Grants Manual* including, but not limited to the following; the park area defined by the project boundary map, submitted in the application, must remain in outdoor recreation use in perpetuity, regardless if the property is bought or developed with matching grant funds and; all present and future overhead utility lines within the project boundary must be routed away or placed underground and; the project area must remain open and available for use by the public at all reasonable times of the day and year; facilities can be reserved for special events, league play, etc. but cannot be reserved, leased or assigned for exclusive use, and; the project area must be kept clean, maintained, and operated in a safe and healthful manner.

The Board of Directors are well aware and apprised of the above-mentioned project, and will provide the local portion of the development cost of the entire project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Fort Smith, Arkansas that the Mayor is hereby authorized to make application to the Arkansas Department of Parks and Tourism for assistance to develop recreational facilities in Martin Luther King Jr. Park located at 1815 North Greenwood for the City; therefore such application shall be submitted as expediently as possible.

This Resolution adopted this 15th day of July, 2014.

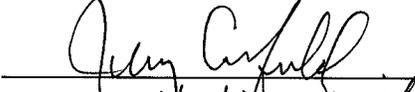
APPROVED:


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM


no publication required