Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors

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

AGENDA

Fort Smith Board of Directors
REGULAR MEETING
March 4, 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

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 FEBRUARY 18, 2014 REGULAR MEETING

ITEMS OF BUSINESS:

1. Ordinance ordering the owners of certain dilapidated and substandard structures to demolish same, authorizing the City Administrator to cause the demolition of such structures to occur, and for other purposes *(7808 South 24th Street and 2310 North 31st Street)*

2. Consent Agenda

   A. Resolution authorizing the Mayor to enter into an agreement regarding construction and purchase of an eight field tournament quality sports complex at Chaffee Crossing from River Valley Sports Complex, an Arkansas non-profit corporation, incorporated by Lee Webb, and a lease agreement for operation of the River Valley Sports Complex, a sports complex, with River Valley Sports Complex, an Arkansas non-profit corporation, incorporated by Lee Webb *($1,600,000.00 / Parks Department / Budgeted – 1/8% Sales Tax Revenue) ~ Merry / Weber placed on consent agenda at the February 25, 2014 study session ~*

B. Resolution authorizing the execution of a memorandum of understanding between the City of Fort Smith, Arkansas and the Arkansas State Police Internet Crimes Against Children Task Force concerning a sub-grant agreement

C. Resolution approving automobile and property insurance coverage for the City's fleet and buildings for 2014 – 2015 *~ Settle / Catsavis placed on agenda at the February 25, 2014 study session ~*

D. Resolution authorizing acquisition of an easement in connection with the Lake Fort Smith 48-Inch Water Transmission Line *($27,600.00 / Utility Department / Budgeted - 2012 Sales and Use Tax Bonds)*

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

ADJOURN

1

ORDINANCE NO._____

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

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

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

Street Address: **7808 SOUTH 24TH STREET - LOT 8; BRANDYMILL -PHASE I, II, III ADDITION**

2310 NORTH 31ST STREET - S ½ LOT 5, BLOCK 5; FAIRGROUND ADDITION

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

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

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

SECTION 5: Emergency Clause. It is hereby found and declared by the Board of Directors that the dilapidated,

unsanitary condition of the tracts of real property and improvements described herein constitute an immediate menace to the health, welfare and safety of the citizens of the City so that an emergency is hereby declared and that this ordinance shall be effective from and after the date of its passage.

This Ordinance adopted this _____day of_____2014.

APPROVED:

_____

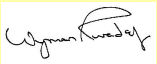
Mayor

ATTEST:

_____

City Clerk

Approved as to form:



_____

City Attorney

Publish One Time

MEMORANDUM

Building Safety Division

TO: Ray Gosack, City Administrator

FROM: Jimmie Deer, Building Official

DATE: February 28, 2014

SUBJECT: Unsafe Structures

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

The property descriptions and owners are:

7808 S. 24th Street – Lot 8, Brandymill –Phase I, II and III

Owners:	Brandon L. Hutton 7808 S. 24th Street Fort Smith, AR 72908	First Financial Bank 3401 Rogers Ave. Ste. E Fort Smith, AR 72903	MERS P.O. Box 2026 Flint, MI 48501-2026

2310 N.31st Street- S ½ Lot 5, Block 5; Fairground Addition

Owners:	Roberta Taylor 2401 N. 33rd Street Fort Smith, AR 72904	Roberta Taylor C/O Ozzie Payne 705 Lost Bridge Van Buren, AR 72956	Roberta Taylor C/O Cecil Turner 2340 Houser Blvd Los Angeles, CA 90018

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

7808 South 24th Street – The Structure burnt on December 20, 2013 and the water was turned off on January 1, 2014. Due to the condition of the structure unsafe notices were sent out on January 29, 2014. The letters were signed for. As of today the owners have taken no action to obtain permits to repair or demolish the structure.

2310 North 31st Street – The structure has been without water since April 2010. Staff has had an open Property Maintenance case on this property since September 25, 2012 and has received no responses from the owners. There are several liens to the city and county on the property for clean up in the amount of $3058.86. Due to the condition of the structure unsafe notices were sent out on January 29, 2014. The letters were signed for. As of today the owners have taken no action to obtain permits to repair or demolish the structure.

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

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

01/29/2014

THIS BUILDING
IS UNSAFE
01/29/2014

01/29/2014

01/29/2014

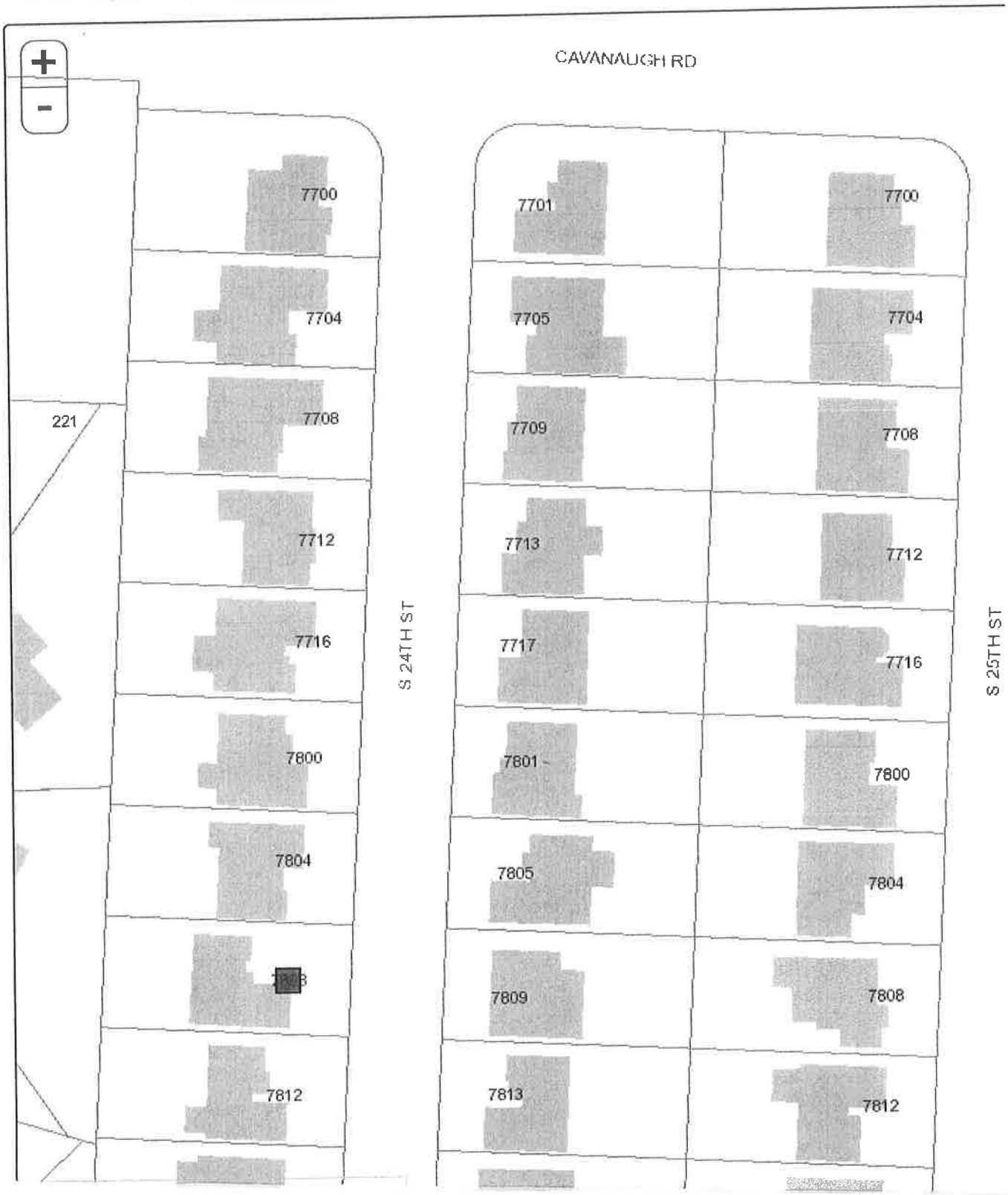
01/27/2014

01/27/2014

01/27/2014

01/27/2014

01/27/2014


CAVANAUGH RD
S 24TH ST
S 25TH ST
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7704
7708
7712
7716
7800
7804
7808
7812
7701
7705
7709
7713
7717
7801
7805
7809
7813

01/15/2014

01/15/2014

01/15/2014

310
01/15/2014

01/15/2014

01/15/2014

01/15/2014

01/15/2014

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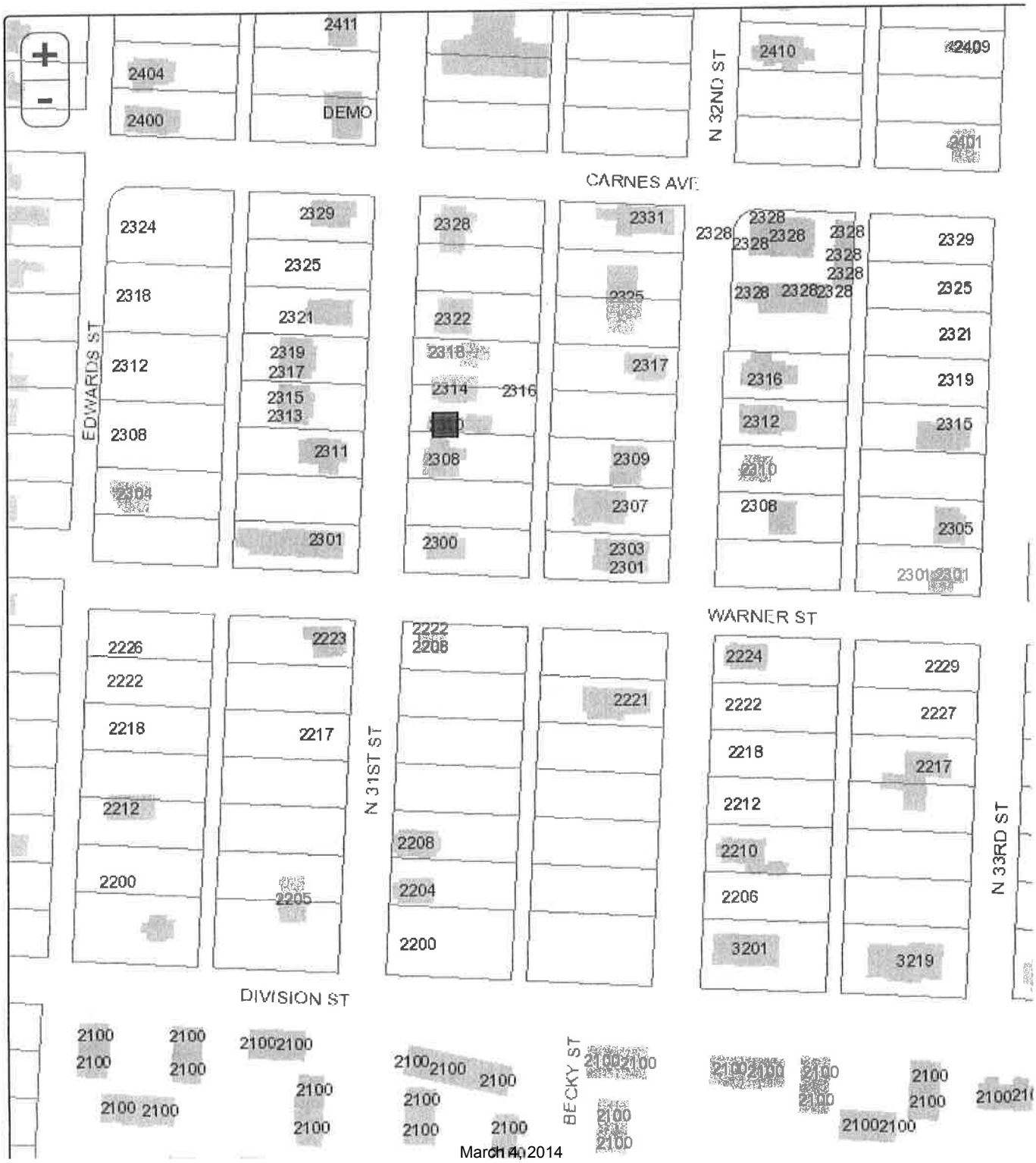
2310
01/15/2014

01/15/2014


2411
2404
2400
DEMO
2410
2409
N 32ND ST
2401
CARNES AVE
2324
2329
2328
2331
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2329
2325
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2301
EDWARDS ST
WARNER ST
2226
2223
2222
2208
2224
2229
2222
2221
2222
2227
2218
2217
2218
2217
N 31ST ST
2212
2212
2208
2210
2200
2205
2204
2206
2200
3201
3219
N 33RD ST
DIVISION ST
2100
BECKY ST

2A

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT REGARDING CONSTRUCTION AND PURCHASE OF AN EIGHT FIELD TOURNAMENT QUALITY SPORTS COMPLEX AT CHAFFEE CROSSING FROM RIVER VALLEY SPORTS COMPLEX, AN ARKANSAS NON-PROFIT CORPORATION, INCORPORATED BY LEE WEBB, AND A LEASE AGREEMENT FOR OPERATION OF THE RIVER VALLEY SPORTS COMPLEX, A SPORTS COMPLEX, WITH RIVER VALLEY SPORTS COMPLEX, AN ARKANSAS NON-PROFIT CORPORATION, INCORPORATED BY LEE WEBB

_____

WHEREAS, Lee Webb brought before the Board of Directors in October of 2011 a business plan to construct a tournament-quality sports complex also known as the River Valley Sports Complex, to be located in the Chaffee Crossing area of Fort Smith and;

WHEREAS, the sports complex will consist of eight (8) tournament-quality softball fields, restroom/concession buildings, parking lots, and other amenities and;

WHEREAS, the purpose of said project is to attract tournaments to Fort Smith which will boost the city's tourism economy and also be available for local league play.

NOW, THEREFORE, 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 an agreement with River Valley Sports Complex, an Arkansas non-profit corporation incorporated by Lee Webb, for construction and purchase of the River Valley Sports Complex, a sports complex for $1.6 million.

Section 2: The Mayor is hereby authorized to enter into a lease agreement with River Valley Sports Complex, an Arkansas non-profit corporation incorporated by Lee Webb, for operation of the River Valley Sports Complex, a sports complex, for a period of ten (10) years upon purchase of the said complex by the City.

This Resolution passed this _____ day of March, 2014.

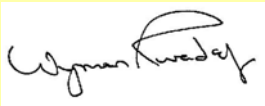
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM



_____npr

MEMORANDUM

February 27, 2014

TO: Mayor and Board of Directors

FROM : Ray Gosack, City Administrator

SUBJECT: River Valley Sports Complex at Chaffee Crossing

Attached for the board's consideration is a resolution which approves two agreements for the River Valley Sports Complex project at Chaffee Crossing as requested at the February 25th study session.

- The first is the construction and purchase agreement. It provides for the purchase of the facility by the city for $1.6 million. Paragraph 4 has been amended to remove the requirement for a performance and payment bond as requested at the study session. The payment schedule has been modified as requested by the sellers.

- The second agreement leases the completed facility to the River Valley Sports Complex organization for a 10-year period beginning in 2015. RVSC would be responsible for the operation and maintenance of the facility.

The board has had considerable discussion about the approaches for delivery of this project. While there are many points to consider, I believe the two most important factors the board should consider are:

- The board's comfort level with the financing plan for the project.

- The board's willingness to accept the potential risks.

The board should feel assured that the project organizers have (or will) secure donations of materials and services sufficient to complete the project. There's been uncertainty about the full value of the construction work. Below is a table which shows the needed value of donated materials and services for various project values, beginning with the design and construction value estimated by the project organizers. (These figures exclude land value since the land has been donated and is not part of the design and construction cost.)

FULL DESIGN AND CONSTRUCTION VALUE	*FUNDING FROM CITY*	*VALUE OF DONATED MATERIALS AND SERVICES*
$3,200,000	$1,600,000	$1,600,000
$4,000,000	$1,600,000	$2,400,000
$5,000,000	$1,600,000	$3,400,000
$6,000,000	$1,600,000	$4,400,000
$7,000,000	$1,600,000	$5,400,000
$8,000,000	$1,600,000	$6,400,000

The board should also consider the possible consequences in the event the project isn't funded as planned. Those possibilities include:

1) Provide additional city funding to complete the project as planned. This would affect funding for other planned park projects.

2) Attempt to secure other sources of funding (such as donations or grants) to complete the project.

3) Abandon the partially-constructed project. This would result in a stranded investment of public funds and private donations.

4) Scale back the project. Depending on how the construction has progressed and how much of the $1.6 million in city funding remains, this could take the form of building fewer fields or reducing the quality

of the project. A scaled back project would likely affect its economic benefit.

The proposed project will provide a recreational amenity which will boost Fort Smith's tourism economy. As proposed by RVSC, the project will be built for a fraction of its real market value. However, there is risk to the city in the event the project financing plan isn't executed as presented. In the end, the board should consider its comfort level with the financing plan and its willingness to accept the risks identified above.

Attachments

cc: Jake Files and Lee Webb, River Valley Sports Complex

KEELING CO - SPRINGDALE

Quotation

1203 CARLEY ROAD
SPRINGDALE, AR 72762-5992
479-756-9055 Fax 479-756-3264

Lee Webb

QUOTE DATE	QUOTE NUMBER
01/20/12	S2201135

ORDER TO:
KEELING CO - SPRINGDALE
1203 CARLEY ROAD
SPRINGDALE, AR 72762-5992
479-756-9055 Fax 479-756-3264

PAGE NO: 1

QUOTE TO:
--- FRANK SHARUM LANDSCAPE
5712 WHEELER AVENUE
PO BOX 6524
FORT SMITH, AR 72906-6524

SHIP TO:
--- FRANK SHARUM LANDSCAPE
5712 WHEELER AVENUE
PO BOX 6524
FORT SMITH, AR 72906-6524

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
16858	BALL FILED		BRAD BURNS 01

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JOHN STARKS 02	PK PICK-UP	Net Due On Invoice	01/20/12	No

ORDER QTY	PART NO	DESCRIPTION	NET PRC	EXT PRC
1ea	6432	2" RP BACKFLOW PREVENTER RPA200 2-975XL	387.500	387.50
1ea	4360	2 RPA RISER ASSEMBLY KC786	418.066	418.07
1ea	4783	2 SXL Y STRAINER BRONZE KC906	84.836	84.84
1ea	5095	2 CLOSE THD BRASS NIPPLE KC2772	11.246	11.25
1ea	40990	302-GT-C3 GREEN DEKORRA 48"X16.5"X27" BACKFLOW ENCLOSURE	179.239	179.24
1ea	2161	2" NIBCO GATE VALVE THD T113K W/CROSS HANDLE HD Threaded Gate Valve	95.011	95.01
9ea	9810	RAIN BIRD VALVE BOX WITH LID 10" VB10RND	11.177	100.59
1ea	512	11/2 VALVE RB 200PSI 150PE	68.157	68.16
5ea	5124	2 VALVE RB 200PSI 200PE	91.381	456.91
12ea	41418	DIRECT BURY SPLICE DBR/Y 3MDBRY6BK	1.213	14.56
1ea	6304	2500' 14PE RED SPRINKLER SYSTEM WIRE 14REDROLL	197.970	197.97
2ea	6753	500' 14PE WHITE SPRINKLER WIRE KC1347	38.441	76.88
1ea	6835	RB OUTDOOR ESP MODULAR CONTROLLER KC7513	80.000	80.00
1ea	6836	RAIN BIRD 3 STATION MODULE KC7514	25.000	25.00
1EA	37971	WR2-RC RAIN COMBO RAINBIRD WIRELESS RAIN SENSOR	49.500	49.50

*** Continued on Next Page ***

Cost $5697.09 per field

Labor $1000.00 per field
moving hose 1200.00 per field
contingency 1000.00 / field

KEELING CO - SPRINGDALE

Quotation

1203 CARLEY ROAD
SPRINGDALE, AR 72762-5992
479-756-9055 Fax 479-756-3264

QUOTE DATE	QUOTE NUMBER
01/20/12	S2201135

ORDER TO:
KEELING CO - SPRINGDALE
1203 CARLEY ROAD
SPRINGDALE, AR 72762-5992
479-756-9055 Fax 479-756-3264

PAGE NO: 2

QUOTE TO:
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5712 WHEELER AVENUE
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FORT SMITH, AR 72906-6524

SHIP TO:
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5712 WHEELER AVENUE
PO BOX 6524
FORT SMITH, AR 72906-6524

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
16858	BALL FILED		BRAD BURNS 01

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JOHN STARKS 02	PK PICK-UP	Net Due On Invoice	01/20/12	No

ORDER QTY	PART NO	DESCRIPTION	NET PRC	EXT PRC
27ea	5535	8005 FC/PC RAIN BIRD ROTOR KC6585	38.889	1050.00
6ea	6208	22163 1/2 KING LINE DRAIN KC1220	2.193	13.16
500ft	1976	1" CL200 PVC PIPE BE 010-200	0.155	77.32
500ft	815	11/4 PVC PIPE CL200 BE 012-200	0.243	121.31
600ft	2911	2 CL200 PVC PIPE BE 020-200	0.490	294.12
720ft	3359	21/2 CL200 PVC PIPE BE 025-200	1.033	744.04
12ea	2341	QUART HOT BLUE PVC CEMENT 218-025	9.543	114.52
12ea	712	QUART JIM HD PVC CPVC PURPLE PRIMER 215-025	7.092	85.10
2ea	8295	5LRC RB 1" QC ONE PIECE W/ LOCKING COVER ** Special Order **	79.100	158.20
1ea	6802	VALVE KEY 1"MIPT 55K1 1 Key for 5RC Quick Coupling Valve	45.528	45.53
1ea	6142	SWIVEL HOSE ELL 1" FIPT X 1" MHT SH2 1 x 1 Hose Swivel / Fits 55K1 Key	48.307	48.31
14ea	8663	ESTIMATED FITTINGS COST	50.000	700.00
1EA	3364	TAKEOFF NOT GUARANTEED YOU VERIFY ** Special Order **	0.000	0.00

*** This is a quotation ***

Prices are subject to change without notice.

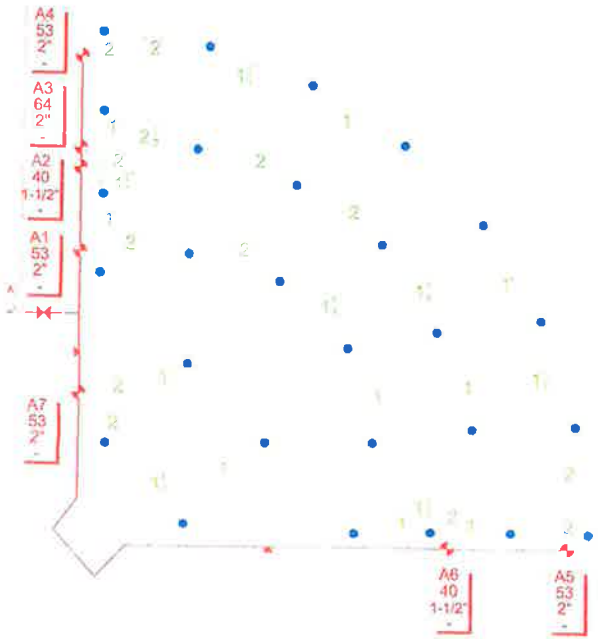
Applicable taxes extra!

Subtotal	**5697.09**
S&H CHGS	**0.00**
Amount Due	**5697.09**

Drawing #

2-4 plexes

8 Fields – $45,576.00



LEGEND

	QUANTITY
BACKFLOW PREVENTION DEVICE	1
MAIN SHUT-OFF VALVE	1
RAIN BIRD PGA OR PEB REMOTE CONTROL VALVE (SIZED AS SHOWN)	7
RAIN BIRD 5LRC QUICK COUPLING VALVE	2
RAIN BIRD 8005 W/ 12 NOZZLE PRESSURE = 70 PSI RADIUS = 59 FEET FLOW = 13.2 GPM	27
RAIN BIRD ESP-LX MODULAR OR ESP-MC IRRIGATION CONTROLLER W/8 STATIONS	1

MAINLINE PIPE: CLASS 200 PVC (2-1/2 INCH SIZE)

LATERAL PIPE: CLASS 200 PVC (SIZED AS SHOWN)

A1 — INDICATES CONTROLLER AND CONTROLLER STATION NUMBER
53 — INDICATES LATERAL DISCHARGE IN GPM
2" — INDICATES REMOTE CONTROL VALVE SIZE

GENERAL NOTES

1. DESIGN IS BASED UPON A MINIMUM FLOW OF 64 GPM AND A MINIMUM PRESSURE OF 85 PSI DOWNSTREAM OF BACKFLOW PREVENTION DEVICE. IF SUFFICIENT PRESSURE IS NOT AVAILABLE AT POINT-OF-CONNECTION INSTALL A BOOSTER PUMP. CONTACT A RAIN BIRD REPRESENTATIVE FOR THE APPROPRIATE PUMP FOR THE SITE.
2. ADDITIONAL LATERALS OUTSIDE PLAY FIELD AREA MAY BE INSTALLED PROVIDED HYDRAULIC CAPABILITY OF SUPPLY IS NOT EXCEEDED.
3. SPRINKLER LOCATIONS ARE TO SCALE. PIPE LOCATIONS ARE DIAGRAMMATIC.
4. PROVIDE #55K-1 KEY (1" MALE OUTLET) AND SH-2 SWIVEL HOSE ELL FOR EACH QUICK COUPLING VALVE.

OFFICIAL BASEBALL FIELD

250' BASELINE

8005 SPRINKLER

Project:

0' 15' 30' 60'

GRAPHIC SCALE

Date:

Drawing Number:

BB-6

RAIN BIRD®

Rain Bird presents this plan as a typical sports field layout. Rain Bird offers no indemnity, expressed or implied, for projects installed from this plan. Since each site and system contains many variables, Rain Bird expressely recommends the use of a qualified irrigation designer.

BEHR

Lee,

I reviewed your Projected Costs for the River Valley Sports Complex Dugouts, Concession and Restrooms. These Projected Costs are reasonable for budgeting purposes.

The two concession stands each having 1600 sf of space are budgeted at $125 per sf which is typical in my experience building commercial property.

The sixteen dugouts are reasonably budgeted considering the proposed finishes are split faced block, a roof and seating.

If you have any other questions about this project I am happy to help. You can reach me at 479-883-0957.

Thanks,

Brandon Woodrome

P O Box 2771 • Fort Smith, AR 72913 • Office 479-242-4663 • Fax 479-242-0735

VARSITY SCOREBOARDS

SAVE 33% OR MORE BUYING DIRECT!

106 Max Hurt Drive
Murray, Kentucky 42071
www.varityscoreboards.com
TOLL-FREE: 866-575-0577
FAX: 270-759-0004

Quotation

Date: 2/26/2014
Quote Number: 78316-1
Prepared By: Tassie Pace
Notes: ***OPTIONS*** *: BATTERY PACK FOR WIRELESS REMOTE $95.00 EACH*

Customer: RIVER VALLEY SPORTS COMPLEX
Address:
FORT SMITH AR 72916
Phone: 4796295043
Fax:
Email: lw3495@yahoo.com
Contact: LEE WEBB

Model	Description	Qty	Unit Price	Ext. Price
VSBX-312R	BASEBALL SCOREBOARD 5' X 8' - RED LED	8	$2,895.00	$23,160.00
POWDER COAT	BLACK	8	$0.00	$0.00
VSBX-WC240011AT	WIRELESS 1 RX 1 TX	8	$745.00	$5,960.00
VSBX-PN1	SPONSOR PANEL 21"X 8'	16	$295.00	$4,720.00
			Subtotal:	$33,840.00
			5% Discount for 5+ Scoreboards:	$1,692.00
			Total:	$32,148.00

16 - 20' x 6" pipe $7/ft ⇒ $2240
4 - yds concrete ⇒ 400.00
16 - holes + labor ⇒ 2000.00

Shipping:	$1,035.00
Sales Tax:	$0.00
Quote Total:	$33,183.00

Thank you for the opportunity to quote on your project! If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call.

Total $33,760

Sincerely,

Tassie Pace

Tassie Pace
Sales Associate
tassiepace@scoreboard1.com
866-575-0577 ext. 127

Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express and personal checks accepted for your convenience.

Southern Athletic Fields, Inc.

2/26/14

1309 Mainsail Road Columbia, TN 38401
Ph: (901) 301-6861Fax: (731) 772-6941

Quote

Address:	Ft. Smith, AR. Project
Contact:	Lee Webb
Ph:	(479) 646-5043
Email:	lw3495@yahoo.com

Material:

SAF Coat Topdressing	24 ton delivered....18 ton / field	$2915.00
Red Clay Infield Mix	24 tons delivered....9-10 loads / field	$1975.00
816 Conditioner	1 ton delivered.....	$360.00

Note: **Quotes are good for 60 days. Truck load quantities are based off of 22-24 tons loads. Delivery is based off of the weather. Visit us at www.mulemix.com for recommended quantities of material per field.**

Call if you have any questions,

Brad Essary
Southern Athletic Fields, Inc.
(901) 301-6861

HEARTLAND Park & Recreation, LLC

BID/PROPOSAL

www.HeartlandPlay.com

Date: February 26, 2014

BID TO:

Lee Webb

Fort Smith, Ar. 72903

Installation Address:

New Ball Complex

Andy Bolin/Rusty Peoples

Arkansas Sales and Installation

509 Strozier Ln, Barling, Ar. 72923

479-883-3988/479-769-0580

andy@heartlandplay.com/rusty@heartlandplay.com

HEARTLAND Park & Recreation Corporate Office

P.O. Box 505, White Oak, TX 75693-0505

1-866-388-1365

Mike@HeartlandPlay.com

Project Contact: _____ Phone: _____ Email: _____

Billing Contact: _____ Phone: _____ Email: _____

Qty.	Item #	Description/Colors/Mounting/Etc...	Unit Price	Freight	Extended Amount
16	LTSA3-27	All Aluminum 3Rows x 27'Long	$ 1,288.00		$ 20,608.00
16	PBS15	All Aluminum Player Bench W/ Backrest/Shelf	$ 545.00		$ 8,720.00
		Freight		$ 2,100.00	$ 2,100.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

50% deposit due (if applicable):	$ 20,496.12
Purchase Order Number:	

Subtotal	**$ 31,428.00**
Install	**$ 6,500.00**
Tax	**$ 3,064.23**
Total	**$40,992.23**

Order Approved By (signature): _____

Date: _____

Quote is valid for 30 days on all equipment and install. Quote is valid for 10 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling Dig Test at (800) 245-4545. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

Without installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during Installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, Heartland Playgrounds must retain a copy of 501(C)(3) or other proof of tax exempt status.

SIXTEEN EACH LTSA 3-27, ALL ALUMINUM NON-ELEVATED *LOW RISE* SQUARE TUBEIWELDED ANGLE FRAME BLEACHERS, 3 ROWS HIGH X 27' -0" LONG
FIRST SEAT 10.112" ABOVE GRADE; 6" RISE/24" TREAD DEPTH
2X12 ANODIZED ALUMINUM SEATS
SINGLE 2XI0 MILL FINISH ALUMINUM FOOTBOARDS
THERE ARE NO PROVISONS FOR HANDICAP ACCESSIBILITY
MATERIALS ONLY:

SIXTEEN EACH PBS-15, ALL ALUMINUM PLAYER BENCH WITH BACKREST AND SHELF, 2XI0 SEAT, BACKRESTANI} SHELF PLANK, 15'-0" LONG
MATERIALS ONLY:

FREIGHT FOR ALL OF THE ABOVE TO 72908: .

Pricing valid for 21 days only and does not include any provision for taxes, permits, bonds, engineered drawings, installation, local code compliance, ADA compliance, or any other extraneous fees. Bleachers designed in accordance with OUTDOOR ALUMINUM'S INTERPRETATION OF INTERNATIONAL BUILDING CODE; any additional national, local or state requirements may result in additional costs, all to be borne by the Owner.
**OUTDOOR ALUMINUM BLEACHERS HAVE BEEN DESIGNED TO REST ON FIRM, FLAT AND LEVEL SURFACE; NO PROVISIONS HAVE BEEN INCLUDED FOR ANCHORAGE TO PREVENT WIND OVERTURNING; THIS WILL BE THE RESPONSIBILITY OF THE OWNER.

HEARTLAND Park & Recreation, LLC

BID/PROPOSAL

www.HeartlandPlay.com

Date: February 26, 2014

BID TO:

Lee Webb

Fort Smith, Ar. 72903

Installation Address:

New Ball Complex

Andy Bolin/Rusty Peoples

Arkansas Sales and Installation

509 Strozier Ln, Barling, Ar. 72923

479-883-3988/479-769-0580

andy@heartlandplay.com/rusty@heartlandplay.com

HEARTLAND Park & Recreation Corporate Office

P.O. Box 505, White Oak, TX 75693-0505

1-866-388-1365

Mike@HeartlandPlay.com

Project Contact: _____ Phone: _____ Email: _____

Billing Contact: _____ Phone: _____ Email: _____

Qty.	Item #	Description/Colors/Mounting/Etc...	Unit Price	Freight	Extended Amount
16	LTSA3-27	All Aluminum 3Rows x 27'Long	$ 1,288.00		$ 20,608.00
16	PBS15	All Aluminum Player Bench W/ Backrest/Shelf	$ 545.00		$ 8,720.00
		Freight		$ 2,100.00	$ 2,100.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

50% deposit due (if applicable):	$ 20,496.12
Purchase Order Number:	

Subtotal	**$ 31,428.00**
Install	**$ 6,500.00**
Tax	**$ 3,064.23**
Total	**$40,992.23**

Order Approved By (signature): _____

Date: _____

Quote is valid for 30 days on all equipment and install. Quote is valid for 10 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling Dig Test at (800) 245-4545. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

Without installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, Heartland Playgrounds must retain a copy of 501(C)(3) or other proof of tax exempt status.

Low Rise Tube Square Angle Portable Bleacher

PBS | Players Bench with Shelf
Image 1 of 3

AGREEMENT REGARDING CONSTRUCTION AND PURCHASE OF RIVER VALLEY SPORTS COMPLEX

This Agreement made and entered into this 4th day of March, 2014, by and between the City of Fort Smith, Arkansas, a municipal corporation, hereinafter identified as the "City," and River Valley Sports Complex, an Arkansas non-profit corporation, hereinafter identified as the "Seller." The City and the Seller are sometimes jointly referred to as the "Parties."

WHEREAS, the City is an owner of real property located in the Chaffee Crossing area of Fort Smith on which the City desires to develop a tournament quality eight (8) field Sports Complex sometimes hereinafter referred to as the "Facility" or, alternatively, the "Sports Complex;"

WHEREAS, the City is desirous of making the real property available for the construction thereon of the Sports Complex which, once constructed and approved, would be purchased by the City for a maximum price of $1.6 million;

WHEREAS, the Seller desires to participate in the development of the Sports Complex and proposes that Seller is able to secure additional nonpublic funding and contributions which would permit the development of the Sports Complex;

WHEREAS, the Parties desire to enhance the Fort Smith economy by promoting tourism in Fort Smith and to provide recreational activities by entering into this Agreement;

NOW, THEREFORE, in exchange of the mutual covenants and agreements set forth herein, which covenants and agreements the Parties acknowledge to be good, valuable and sufficient consideration for the undertakings herein, the Parties agree as set forth herein.

1. Real Property. Commencing with the date of execution of this Agreement, the City agrees to make available to the Seller for the construction of the Sports Complex all of the 62.9

acre tract of City owned property located generally at the intersection of Taylor Avenue and Roberts Boulevard in the Chaffee Crossing area of the City. The 62.9 acres is described in the Special Warranty Deed attached as Exhibit "A. The Seller shall have the right to remove timber from that portion of the property identified on Exhibit "B" south of Little Vache Grasse Creek. The Seller shall have the right to grade that portion of the real property identified on Exhibit "B" as the site for the Sports Complex. The City shall retain ownership of the property and shall have the right to receive any benefits and enhancements in value derived from the activities of the Seller on the property. The Seller agrees to not allow or permit any materialman's lien or any other claim of right (of any type) against the real property to be filed, or, if filed, to exist for more than ten (10) days, by reason of or related in any manner to the Seller's activities on the property. Seller agrees to indemnify and hold harmless the City from any claim, lien, action or other claim of right against the real property, including the legal cost and other cost incurred in the defense against any such claim.

2. Design and Construction of Sports Complex. As more particularly described in paragraphs 3-5 below, Seller agrees to construct on the real property the Sports Complex proposed by the Seller to the City in the Seller's proposal dated February 25, 2014, a copy of which is attached as Exhibit "C" to this Agreement. Supplemental to the $1.6 million to be paid by the City for the constructed facility, Seller shall secure and provide all funding and contributions required for the design and construction of the Sports Complex as described in the proposal and as is more specifically identified in paragraphs 3-5 below. Generally stated, the facility, to be known as the River Valley Sports Complex (subject to naming at the discretion of

the City), shall be developed as a tournament quality, eight (8) field Sports Complex designed in a two (2) quad configuration with restrooms, concession stands, parking and other amenities. The facility is to be so developed as to provide a high quality destination site in Fort Smith primarily for state, regional and national tournaments, including scholastic and collegiate fast pitch softball tournaments and baseball tournaments through age 12. The Seller shall be responsible for obtaining all required approvals and permits from governmental agencies; provide the City will waive City fees for permits and approvals required to be obtained from the City.

3. Standards of Construction. The Sports Complex shall be designed and constructed by the Seller so as to meet or exceed each of the individual and the collective standards set forth in the following:

a. The proposal attached as Exhibit "C";

b. The minimum standards for this project are the specifications/drawings of the City of Fort Smith contract for softball fields at Ben Geren Park;

c. The two page listing of amenities and development standards attached as Exhibit "D" and captioned – River Valley Sports Complex Chaffee Crossing; and,

d. The two page list of selected materials for the River Valley Sports Complex attached as Exhibit "E."

In the event of any conflict or ambiguity, the specifications/drawings of the City of Fort Smith contract for softball fields at Ben Geren Park and Exhibits "D" and "E" shall control over Exhibit "C." The language of this Agreement shall be primary and shall control over Exhibits.

4. Professional Work and Bonding. In lieu of the providing of a performance/payment bond, the City, by its Board of Directors, may, at its discretion, accept a combination of financial/insurance agreements providing financial security to the City that the agreed Sports Complex will be completed as provided herein and in the time period provided herein. The performance/payment bond or other City accepted financial security, shall remain in effect until one year after the date the final payment comes due.

5. Time. It is agreed that the Sports Complex will be fully developed and ready for use by July 1, 2015 pending completion of work by the Military in September of 2014. Seller agrees that the Sports Complex will be substantially completed by June 10, 2015. If the Sports Complex is substantially complete by said date, the Seller shall have twenty (20) consecutive work days thereafter to achieve final completion. If on June 10, 2015, the Sports Complex is not substantially complete, the City shall have the right, but not the obligation, to give notice to the Seller that substantial completion of the Sports Complex shall be achieved within thirty (30) calendar days of the date that such notice is given. If the City elects not to provide such notice, or, if substantial completion is not achieved within the noticed thirty (30) days, the City shall have the right to negotiate with the surety on any provided payment and performance bond or the financial representatives identified in any other financial security agreement provided by the City by Seller, regarding procedures for the completion of the Work. If substantial completion is obtained in any noticed thirty (30) day period, the Seller shall have twenty (20) working days thereafter to achieve final completion. When used in this paragraph, Substantial Completion refers to the time at which the work on the Sports Complex has progressed to the point where,

in the opinion of the City, the Work is sufficiently complete, in accordance with this Agreement, so that the Work can be utilized for the purposes for which it was intended--the Sports Complex.

6. Purchase and Advancements. The City agrees to pay to Seller the sum of $1.6 million for the completed Sports Complex constructed on the City's property. Seller shall provide the City lien releases from contractors performing the work on the subject property prior to requesting advance payment amounts provided herein. The City agrees to make advance payment of portions of the purchase price of the Sports Complex constructed according to the following schedule:

a. Upon execution of the contract, the City shall make a payment to the Seller in the amount of $100,000.

b. Upon submission to the City and approval by the City of engineering and architectural plans for the Sports Complex, the City shall make a payment to the Seller in the amount of $100,000 to support functions provided by the Military.

c. Upon completion of agreed upon work by the Military for the site for the Complex, the City shall make a payment to the Seller in the amount of $250,000.

d. Upon completion of playing surfaces on all fields, the City shall make a payment to the Seller in the amount of $325,000.

e. Upon completion of installation of all fencing, the City shall make a payment to Seller in the amount of $200,000.

f. Upon completion of all field lighting and site lighting, the City shall make a payment of Seller in the amount of $200,000.

g. Upon completion of all buildings (including shade facilities), the City shall make a payment to Seller in the amount of $250,000.

h. Upon completion of all parking lots, the City shall make a payment to Seller in the amount of $100,000.

i. Upon completion and acceptance of the facility, the City shall make the final payment of $75,000. The determination of substantial completion shall be made by the City in consultation with any engineering/architect providing professional services to the Seller. All decisions to be made by the City shall be made by the person designated by the City Administrator of the City, provided that final completion and acceptance of the facilities shall be a decision of the governing body of the City.

Advance payments by the City may be used by the Seller for professional design fees, permits and other governmental approvals, bond and issuance costs, construction costs, construction management costs and other construction expenses directly related to the construction of the Sports Complex.

7. Insurance.

A. The Seller shall, before any Work is performed by any worker or contractor, obtain assurance that all workers are covered by Workers' Compensation insurance as required by Arkansas law and that the contractor has purchased and maintains, during any Work on the facility, liability insurance, with minimum amounts of $1,000,000.00 per occurrence, providing general liability coverage including, without limitation, coverage of all vehicles and contract liability coverage. To the extent that any contractor or worker does not have available insurance

and does not provide proof of same to the Seller, the Seller shall purchase and maintain liability coverage and workers' compensation coverage to provide coverage for the activities of the contractor or worker to the extent required herein. The City shall be an additional insured on all insurance policies related to the construction of the Sports Complex.

B. The Seller shall purchase and maintain storm, fire and casualty insurance on the property and builder's risk insurance upon the Work at the site in the amount of the full replacement cost thereof. The insurance shall:

(1) Include the interest of the City which shall be listed as an insured or additional insured under the policy;

(2) Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: storm, wind, hail, fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, and water damage (other than caused by flood);

(3) Include expenses incurred in the repair or replacement of any insured property (including but not to fees and charges of engineers and architects);

(4) Cover materials and equipment stored at the Site or at another location that was agreed to in writing by City prior to the materials or equipment being incorporated in the Work; and,

(5) Allow for partial utilization of the Work by the City.

8. Seller's General Warranty and Guarantee.

A. Seller warrants and guarantees to the City that all Work will be in accordance with this Agreement, including Exhibits, and will not be defective.

B. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

(1) abuse, modification, or improper maintenance or operation by persons other than Seller, Contractors, Suppliers, or any other individual or entity whom Seller has caused or allowed to perform Work on the facility; or,

(2) normal wear and tear under normal usage.

C. Seller's obligation to perform and complete the Work in accordance with this Agreement shall be absolute.

9. Indemnification.

A. To the fullest extent permitted by Arkansas law, Seller shall indemnify and hold harmless the City, and the officers, directors, employees, agents, consultants, and subcontractors of the City from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professional and all court or dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act

or omission of Seller, any contractor, any supplier, or any individual or entity directly or indirectly employed by the Seller to perform any of the Work, or anyone for whose acts the Seller may be liable.

B. In any and all claims against the City or any of their respective consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of Seller, any contractor, any supplier, or any individual or entity directly or indirectly employed by the Seller to perform any of the Work, or anyone for whose acts the Seller may be liable, the indemnification obligation under Paragraph 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any contractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10. Litigation. In the event of the filing of a legal challenge to this Agreement, the parties acknowledge they will jointly cooperate in the defense of the action. In the event any Court of jurisdiction stops work under the Agreement, the parties agree that the stopped work shall not create any right or obligation of either party to the other, provided that Seller's obligation to use any advance payment by the City pursuant to this Agreement shall continue in effect and shall survive any termination (judicial or otherwise) of this Agreement.

11. Suspended Work. At any time, with or without cause, the City may suspend the Work or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to the Seller. The City shall issue notice which shall fix the date on which Work will

resume and provide same to Seller at least ten (10) calendar days before resumption of the Work.

12. City may terminate for cause.

A. The occurrence of any more of the following events will justify the City's termination for cause:

(1) Seller's persistent failure to perform the Work in accordance with this Agreement, including, but not limited to, failure to supply sufficient skilled workers or suitable materials equipment or failure to complete the project by the time limit provided in paragraph 5 above;

(2) Seller's disregard of laws or regulations of any public body having jurisdiction;

(3) Seller's violation in any substantial way of any provisions of this Agreement.

B. If one or more of the events identified in paragraph A, above, occur, the City may, after giving Seller (and surety) seven (7) days written notice of its intent to terminate the contract:

(1) Exclude Seller from the site and take possession of the Work and all Seller's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could be used by Seller (without liability to Seller for trespass or conversion);

(2) Incorporate in the Work all materials and equipment still at the site or stored at another location for use in the facility; and,

(3) Complete the Work or not complete the Work as the City may deem expedient.

C. If the City proceeds, as provided in subparagraph B, with a decision to complete the Work, Seller shall not be entitled to receive any further payment until the Work is

completed. If the Work is completed using materials or tools available to the Seller so that the City incurs no additional cost, the City shall pay to the Seller any portion of the payments provided here in paragraph 6, which have not been previously paid, but which are agreed to be paid upon completion of the work. To the extent that the portion of the Work takes place by the City at a cost less than the amount of payments provided for in paragraph 6, the City shall pay to the Seller, on completion, the amount of the payments owed after deducting all costs by the City in completing the Work.

D. Notwithstanding the foregoing, Seller's rights under this Agreement will not be terminated if Seller begins, within seven (7) days of receipt of notice of intent to terminate, to correct his failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.

E. To the extent the Seller has provided a performance bond or other financial security under the provisions of this agreement, the termination procedures of that bond or financial security, if any, shall supersede the provisions of paragraphs B and C above.

13. Seller may stop work or terminate. If through no act or fault of Seller, the Work is suspended for more than ninety (90) consecutive days by the City or if the City, for ninety (90) days, fails to pay Seller for any sum finally determined to be due under this Agreement, the Seller may, upon seven (7) days written notice to the City, and provided the City does not remedy such suspension or failure within that time, terminate the Seller's obligations under this Agreement.

14. Merger. All the negotiations regarding the Sports Complex between the parties prior to the execution of this Agreement have been merged into the provisions of this Agreement. No

change or amendment to the provisions of this Agreement may be made without the prior written approval of the parties. Construction industry concepts of change orders (either as to time or price) shall not be applicable to this Agreement.

15. Notice. Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to be given if:

(1) Delivered in person to the individual or a member of the entity to which notice is intended; or,

(2) Delivered or sent by certified mail, postage pre-paid, to the following addresses:

Address for Seller
River Valley Sports Complex
Attn. Mr. Lee Webb
11318 Highway 71
Fort Smith, Arkansas 72916

Address for City
Mayor
P.O. Box 1908
Fort Smith, AR 72902-1908

16. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion, and acceptance of the Sports Complex or termination or completion of this Agreement or termination of the services of the Seller.

17. This Agreement shall be governed by the law of the State of Arkansas. Any action filed by any party against another party shall be filed in the Circuit Court of Sebastian County, Fort Smith District, Arkansas.

18. Provisions of this Agreement shall not be assigned by either party to any other person or entity without the prior written approval of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date first set forth above.

SELLER --

By: _____

Attest: _____

CITY OF FORT SMITH, ARKANSAS

By: _____
Mayor

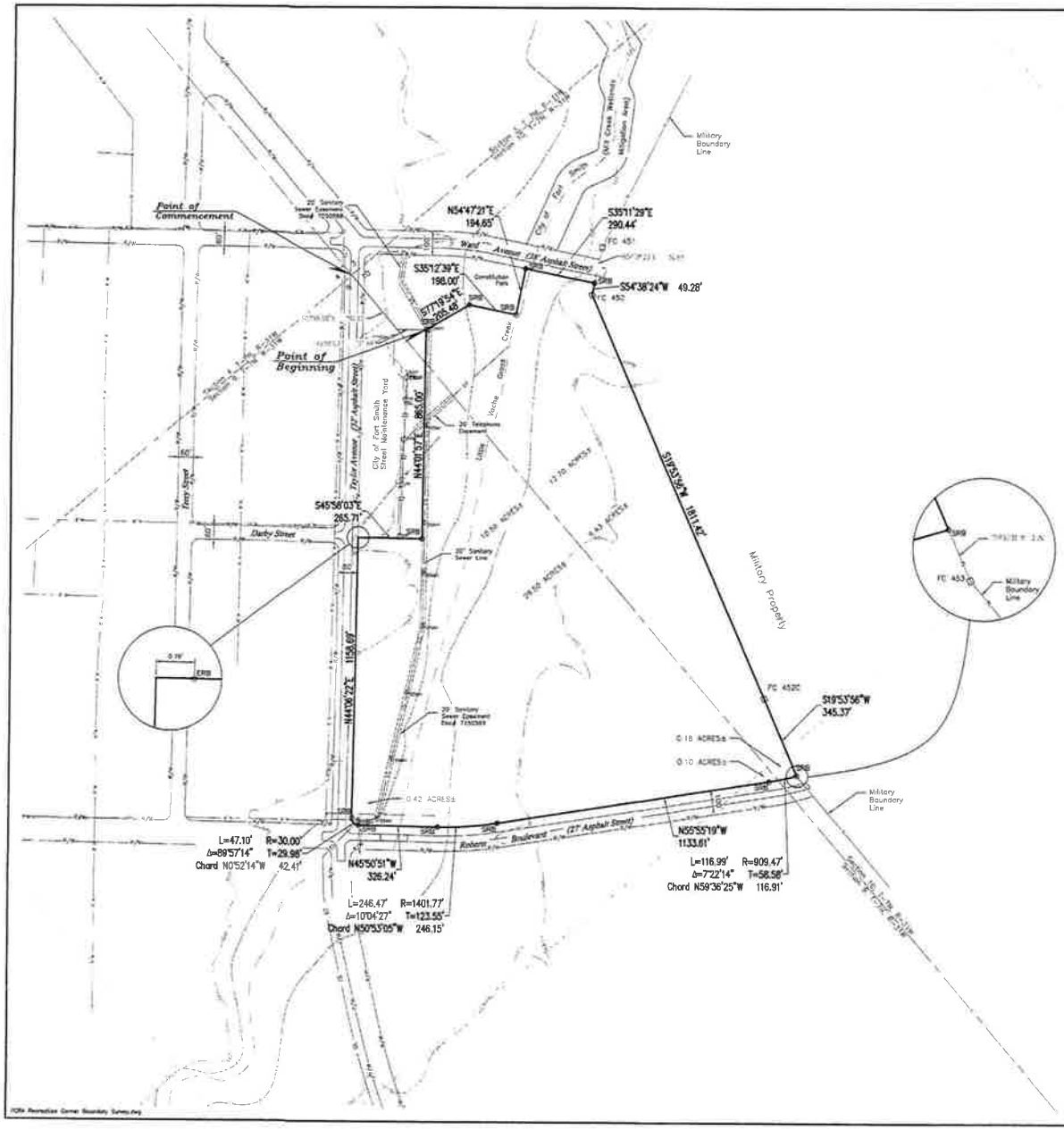
Attest: _____
City Clerk

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

Part of the Northwest Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, and part of the Northwest Quarter of the Southwest Quarter of Section 10, part of the Northeast Quarter of the Southeast Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Northeast Quarter, of Section 9, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter of the Northwest Quarter of Section 10; Thence along the West Line of said Northwest Quarter of the Northwest Quarter, S02°46'50"W, 292.66 feet; Thence S45°58'03"E, 121.64 feet to the Point of Beginning and an existing ½" rebar; Thence S77°19'54"E, 205.48 feet to a set ½" rebar with cap stamped MWC 1369; Thence S35°12'39"E, 198.00 feet to a set ½" rebar with cap stamped MWC 1369; Thence N54°47'21"E, 194.65 feet to the southerly right-of-way of Ward Avenue and a set ½" rebar with cap stamped MWC 1369; Thence along said right-of-way, S35°11'29"E, 290.44 feet to the military boundary and a set ½" rebar with cap stamped MWC 1369; Thence along said military boundary, S54°38'24"W, 49.28 feet to an existing brass cap stamped FC 452; Thence continuing along said military boundary, S19°53'56"W, 1811.42 feet to an existing brass cap stamped FC 452C; Thence continuing along said military boundary, S19°53'56"W, 345.37 feet to the northerly right-of-way of Roberts Boulevard and a set ½" rebar with cap stamped MWC 1369; Thence along said right-of-way and 116.99 feet along the arc of a curve to the right, said curve having a radius of 909.47 feet and being subtended by a chord having a bearing of N59°36'25"W and a distance of 116.91 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, N55°55'19"W, 1133.61 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, 246.47 feet along the arc of a curve to the right, said curve having a radius of 1401.77 feet and being subtended by a chord having a bearing of N50°53'05"W and a distance of 246.15 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, N45°50'51"W, 326.24 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, 47.10 feet along the arc of a curve to the right, said curve having a radius of 30.00 feet and being subtended by a chord having a bearing of N00°52'14"W and a distance of 42.41 feet to the easterly right-of-way of Taylor Avenue and a set ½" rebar with cap stamped MWC 1369; Thence along said easterly right-of-way, N44°06'22"E, 1158.69 feet; Thence leaving said right-of-way, S45°58'03"E, 265.71 feet to a set ½" rebar with cap stamped MWC 1369; Thence N44°01'57"E, 865.00 feet to the Point of Beginning. Containing 62.89 acres, more or less. Less and except minerals and mineral rights.



LEGEND

- SET 5/8" REBAR W/ PLASTIC CAP STAMPED MWC 1369
- EXISTING REBAR, 5/8" REBAR
- EXISTING BRASS CAP
- ASPHALT PAVEMENT
- OVERHEAD POWER LINE
- GUY
- POWER POLE
- FENCE
- SANITARY SEWER MANHOLE
- DECK
- FLOODWAY
- EASEMENT
- UNDERGROUND TELEPHONE
- FLOODPLAIN

200 0 200
Scale in Feet

Basis of Bearings:
Bearings are grid, Arkansas North Zone, NAD83, based upon City of Fort Smith Monuments

BOUNDARY DESCRIPTION

Part of the Northwest Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, and part of the Northwest Quarter of the Southwest Quarter of Section 10, part of the Northeast Quarter of the Southeast Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Northeast Quarter, of Section 9, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter of the Northwest Quarter of Section 10; Thence along the West Line of said Northwest Quarter of the Northwest Quarter, S02°46'50"W, 292.68 feet, Thence S45°58'03"E, 121.64 feet to the Point of Beginning and on existing ½" rebar; Thence S77°19'54"E, 205.48 feet to a set ½" rebar with cap stamped MWC 1369; Thence S35°12'39"E, 198.00 feet to a set ½" rebar with cap stamped MWC 1369; Thence N54°47'21"E, 194.65 feet to the southerly right-of-way of Ward Avenue and a set ½" rebar with cap stamped MWC 1369; Thence along said right-of-way, S35°11'29"E, 290.44 feet to the military boundary and a set ½" rebar with cap stamped MWC 1369; Thence along said military boundary, S54°38'24"W, 49.28 feet to an existing brass cap stamped FC 452; Thence continuing along said military boundary, S19°53'56"W, 1811.42 feet to an existing brass cap stamped FC 452C; Thence continuing along said military boundary, S19°53'56"W, 345.37 feet to the northerly right-of-way of Roberts Boulevard and a set ½" rebar with cap stamped MWC 1369; Thence along said right-of-way and 116.99 feet along the arc of a curve to the right, said curve having a radius of 909.47 feet and being subtended by a chord having a bearing of N59°36'25"W and a distance of 116.91 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, N55°55'19"W, 1133.61 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, 246.47 feet along the arc of a curve to the right, said curve having a radius of 1401.77 feet and being subtended by a chord having a bearing of N50°53'05"W and a distance of 246.15 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, N45°50'51"W, 326.24 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, 47.10 feet along the arc of a curve to the right, said curve having a radius of 30.00 feet and being subtended by a chord having a bearing of N00°52'14"W and a distance of 42.41 feet to the easterly right-of-way of Taylor Avenue and a set ½" rebar with cap stamped MWC 1369; Thence along said easterly right-of-way, N44°01'57"E, 1158.69 feet; Thence leaving said right-of-way, S45°58'03"E, 265.71 feet to a set ½" rebar with cap stamped MWC 1369; Thence N44°01'57"E, 865.00 feet to the Point of Beginning. Containing 62.89 acres, more or less.

FLOOD INFORMATION

Based upon review of FEMA Firm 05113C0135F with a revised date of March 2, 2012 and 05131C0145E with an effective date of May 20, 2010, and by graphic plotting only the subject property is determined to be in zones "AE" & "X"

SURVEYOR'S CERTIFICATION

I hereby certify that I have had surveyed this date under my supervision the described property. The property is in accordance with established property lines and any improvements and encroachments are as shown. This survey is made for the exclusive use of the present owners of the property and also those who purchase, mortgage, or guarantee title thereto and as to them I warrant the accuracy of said survey and map.

4/2/14

DOUGLAS RAY [illegible] Surveyor
Arkansas Registration No. [illegible]

STATE OF ARKANSAS DOUGLAS RAY [illegible] 2012

Survey for: Fort Chaffee Redevelopment Authority (Recreational Area)
500-07N-31W-0-10-304-65-1369
500-07N-31W-0-09-102-65-1369

REVISION	BY	DATE

MICKLE WAGNER COLEMAN
Engineers-Consultants-Surveyors
3434 Country Club Ave.
P.O. Box 2114
Fort Smith, Arkansas
(479) 649-9484
Fax (479) 649-9486
MWC@mwc-engr.com

BOUNDARY SURVEY
Part of the West-Half of Section 10 and part of the East-Half of Section 9, Township 7 North, Range 31 West
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

DRAWN BY:	D. NORTON
APPR. BY:	DRM
H. SCALE:	1"=200'
V. SCALE:	N/A
DATE:	JUNE 2012
JOB NO:	F3515
SHEET	1 OF 1

03577

Exhibit "B"

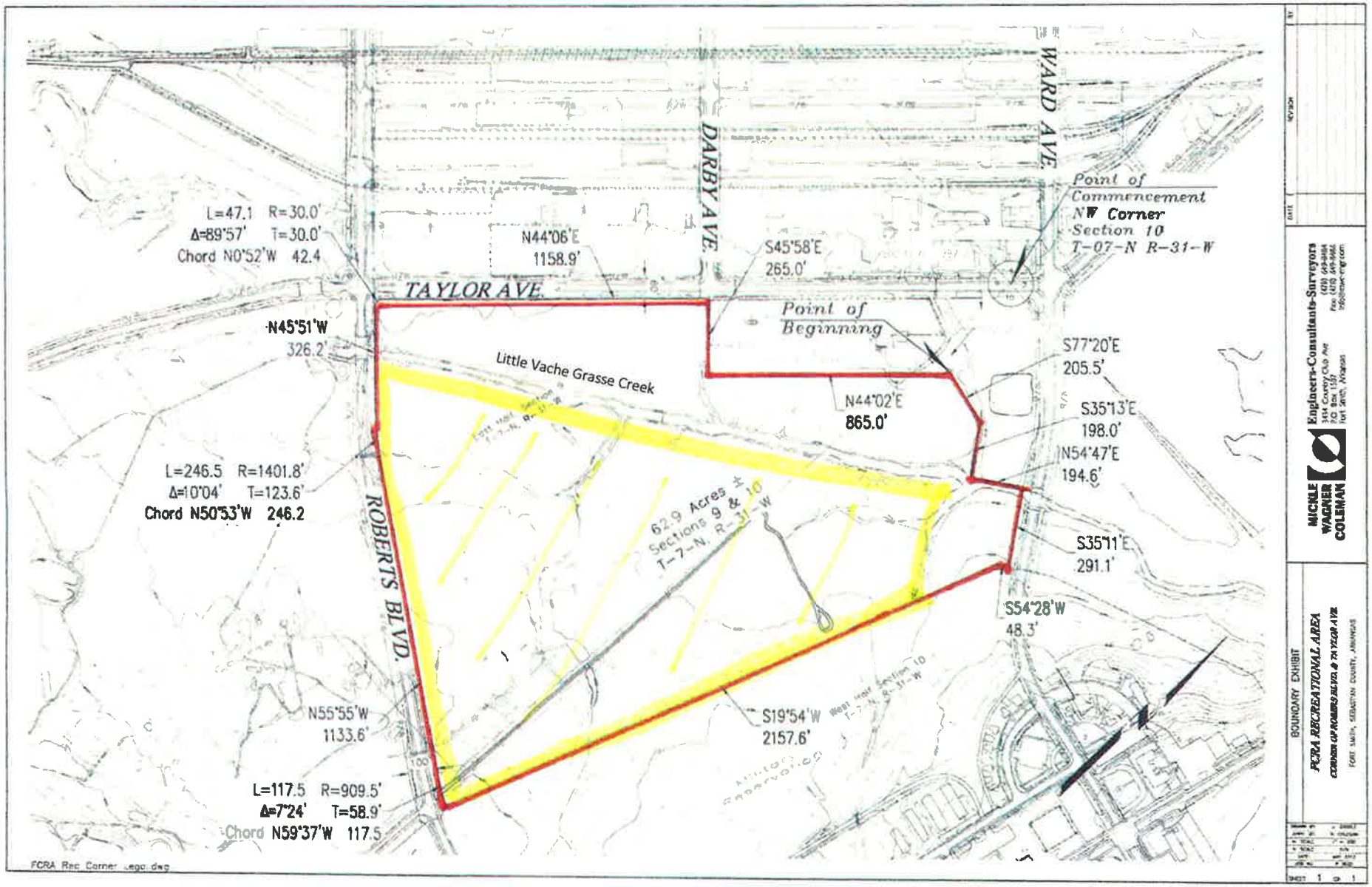

WARD AVE.
DARBY AVE.
TAYLOR AVE.
ROBERTS BLVD.
Point of Commencement
NW Corner
Section 10
T-07-N R-31-W
Point of Beginning
Little Vache Grasse Creek
L=47.1 R=30.0'
Δ=89°57' T=30.0'
Chord N0°52'W 42.4
N44°06'E
1158.9'
S45°58'E
265.0'
N45°51'W
326.2'
N44°02'E
865.0'
S77°20'E
205.5'
S35°13'E
198.0'
N54°47'E
194.6'
L=246.5 R=1401.8'
Δ=10°04' T=123.6'
Chord N50°53'W 246.2
62.9 Acres ±
Sections 9 & 10
T-7-N, R-31-W
S35°11'E
291.1'
S54°28'W
48.3'
N55°55'W
1133.6'
S19°54'W
2157.6'
L=117.5 R=909.5'
Δ=7°24' T=58.9'
Chord N59°37'W 117.5
FCRA Rec Corner Legal.dwg
NICKLE WAGNER COLEMAN
Engineers-Consultants-Surveyors
BOUNDARY EXHIBIT
FCRA RECREATIONAL AREA
CORNER OF ROBERTS BLVD. & TAYLOR AVE.
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

Exhibit "C"

River Valley Sports Complex
Projected Costs on 8 field complex

	Per Field	Total (x8)	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	$ 420,000	$ 60,000
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
Turface field conditioner 24 tons	$ 3,400	$ 27,200		$ 27,200	$ 27,200
Fencing (backstop, foul line, dugout, outfield)	$ 24,000	$ 192,000		$ 192,000	$ 192,000
Lighting (50/30fc)	$ 65,000	$ 520,000		$ 520,000	$ 520,000
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**	**$ 1,623,760**

***This is an estimate of the totals with land and donated Guard labor to show a reasonable expectation. We anticipate other additional donations as well to get us into the $1.6 Million total being provided by the city.**
We have other donations anticipated that are not reflected here as well. These are solid numbers based on research and pricing but no negotiation as of yet.
The scoreboards we are anticipating selling as part of a sponsorship package (that is why there is no real cost projected).

As a footnote, we do anticipate a parking lot cost as well but are in negotiations on material cost with supplier to get a better price.

Parking lots	$ 31,250	$ 250,000	$ -	$ 250,000	$ 250,000

Exhibit "D"

River Valley Sports Complex
Chaffee Crossing

All Federal, State, City, and FCRA requirements codes and laws must be met.

Softball fields:

1. Eight (8) fields in a two (2) quad arrangement, concession/restroom building per quad
2. All fields are to have a minimum outfield distance of 225' measured from home plate
3. Grading (laser graded required to exact specification), 1.25% slope, all fields to slope evenly from the backstop to the outfield at 1.25%
4. Infield material and conditioner
    a. Clay material to specification
    b. Turface Pro League Infield Conditioner or approved alternate
5. Bermuda sod or artificial turf
6. Irrigation
7. Lighting
    a. 50 foot candles infield (reference ASA lighting standards)
    b. 30 foot candles, outfield
    c. Maintenance contract with lighting contractor
8. Under drain system
9. Score board, one per field
10. Line Fencing
    a. 4 inch corner posts and 2 ½ inch line posts, all schedule 40; spacing not to exceed 10 feet on center
    b. Mow strip (optional)
    c. Foul pole marker
    d. 9 gauge fence fabric, 6 feet high, knuckled selvage
11. Dugouts
    a. Enclosed back and sides with brick, rock, or split face block façade
    b. Provide equipment bag storage
    c. 9 gauge fence fabric
    d. 3 inch, schedule 40 posts, spacing not to exceed 10 feet on center
    e. Roof design load: minimum live load of 20 p.s.f. and wind load of 90 mph
12. Backstops
    a. 4 inch, schedule 40 posts, spacing not to exceed 10 feet on center
    b. 6 gauge fence fabric
    c. Brick, rock, or split face block at base of backstop similar to Conway

Concessions stand, restroom facility, one per quad

1. Appearance like Fire Station 11, military, or approved style
2. Brick or rock recommended, split face block considered, must meet FCRA standards
3. Water closets, minimum 6 women's per quad, more preferred
4. Restroom finishes to be recommended
5. Minimum of a warming kitchen in each quad
6. Air conditioned
7. Tournament staging room
8. Umpires' room
9. City to approve building design and appearance

Parking

1. 500 paved spaces, minimum
2. Bus and camper parking
3. Paved parking
4. Overflow parking

Amenities:

1. Shade structures
2. Bleachers (seating for 100 per field, 50 per side), shaded
3. Scorer's table and shade
4. Playground
5. Batting Cages
6. Warm up area
7. Picnic area
8. Concrete sidewalks and plaza area
9. Drinking fountains
10. Benches
11. Trash containers, recycling containers
12. Landscaping (entry, parking lot, within complex)
13. Maintenance building

RIVER VALLEY SPORTS COMPLEX

List of Selected Services

1. Water Line – C-900, PC-235
   - 10" – 2000 LF
   - 8" – 500 LF
   - 6" – 1100 LF
2. Fire Hydrants – 4
3. Gate Valves – 6" and 8" – 8 Total
4. Ductile Iron (MJ) Fittings – 1500 Lbs
5. Washed Rock – ¾" to #4 – 1100 Tons
6. Sewer Line – Solid Wall PVC, SDR35
   - 8" – 1000 LF
   - 6" – 800 LF
7. Asphalt – AHTD Type 3 – 4000 Tons
8. Base Course – AHTD Class 7 – 8800 Tons
9. Concrete – 3000 PSI, AE – 2200 CY
   (Sidewalks, Drives, Curb & Gutter)
10. Reinforced Concrete Storm Drain Pipe – Class III
    - 36" – 250 LF
    - 24" – 1000 LF
    - 18" – 400 LF
11. Concrete Flared End Section – 18"-36" – 14 Total
12. Bermuda Sod – 60,000 SY
13. Chain Link Fencing – 9 Gage – 8' Tall – 9800 LF
14. Fence Posts –
    - 11' x 2 7/8" OD, Sch 40, ASTM F-1043 – 950 Posts
    - 30' x 6 5/8" OD, Sch 40, ASTM F-1083 – Grade 50 – 72 Posts
15. Scoreboard – 8' x 5', LED – 8 Total
16. Bleachers – 4 Row x 27 Seat, Aluminum – 16 Total
17. Infield Turf – 150 Tons
18. Field Irrigation –
    - Solenoid Valves – 70 Total
    - Rotors – 150 Total
    - Spray Heads – 130 Total
    - PVC-Pipe, Sch 40 2" to 3" – 4000 LF
      – 1" to 2 ½" – 16,000 LF

RIVER VALLEY SPORTS COMPLEX

List of Selected Materials

1. Trenching & Backfilling – Water Lines – 3600 LF
   Sewer Lines – 1800 LF
   Storm Drains – 1650 LF
   Irrigation Lines – 20,000 LF
2. Lay & Compact Asphalt – 4000 Tons
3. Place & Compact Base Course – 8800 Tons
4. Concrete – Place & Finish Flatwork – 18,500 SY
   – Place & Finish Curb & Gutter – 6500 LF
5. Place Sod – 60,000 SY
6. Install Fence Posts – 8' Fence – 950 Ea
   – 25' Fence – 72 Ea
7. Install Irrigation System – 8 Fields
8. Laser Grade & Install Infield Turf – 7200 SY
9. Clearing & Grubbing – 35 Acres
10. Rock Excavation for Drainage – 5,000 CY

f:\doc\misc\river valley sports complex – materials-selected services list 12-16-13

LEASE AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO this 4th day of March, 2014, by and between the City of Fort Smith, Arkansas, a municipal corporation, hereinafter "City" and River Valley Sports Complex, an Arkansas non-profit corporation, hereinafter "Organization."

W I T N E S S E T H

WHEREAS, the City is the owner of the real property described in paragraph 1 of this Agreement on which the River Valley Sports Complex ("Sports Complex" or "facility") has been constructed;

WHEREAS, the parties desire that the subject property continue to be used primarily as a destination for fast pitch softball tournaments and for public youth athletic activities supervised by the Organization; and,

WHEREAS, the parties desire to place in writing the terms of their agreement regarding the lease of the described real property and use of described personal properties by the Organization; NOW, THEREFORE:

In exchange of the mutual terms and conditions set forth herein, which are acknowledged by the parties to be sufficient to support the obligations set forth herein, the parties agree as follows:

1. Leased property. The City hereby leases to the Organization for an annual payment of $10.00 due on or before January 31st of each year and the Organization hereby takes from the City, under the terms and conditions set forth herein, the hereinafter described tract of real property located in the Fort Smith District of the County of Sebastian, State of Arkansas, as described in Exhibit A.

2. The Organization shall use the leased property and Sports Complex solely for the purpose of conducting the Organization's scheduled tournaments and youth programs with primary emphasis on girls fast pitch softball tournaments, softball leagues and clinics, and baseball tournaments, leagues, and clinics. Except as noted herein, the Organization shall have the right to schedule the use of the athletic fields on the subject property. The public may schedule use of the facility, or portions thereof, through the Organization. The City reserves the right to schedule and utilize the leased property and facility, or portions thereof, for park uses at all times not scheduled by the Organization. The Organization shall have the right to control use of personal property and equipment owned by the Organization and stored in the structures located on the leased property. All improvements and structures on the leased property shall become a part of the leased property. All personal property and equipment of the Organization shall remain the personal property of the Organization and shall be removed from the leased property within seven (7) days of any cancellation of this Lease.

3. The leased property shall be subject to the park rules of the City of Fort Smith codified in Article III of Chapter 18 of the Fort Smith Code. The City reserves the right to adopt and implement additional park rules and regulations specific to the Sports Complex at any time during the term of this lease following discussion with the Organization.

4. The Organization shall submit for City approval an annual overview of planned programming by January 31 each year and a monthly detailed schedule of its planned uses to the City's Director of Parks and Recreation. The City's Director of Parks and Recreation may direct reasonable changes in the schedule before approving same by the 20th of the month proceeding the month of the schedule.

5. The City shall maintain fire, storm and other casualty insurance on the Sports Complex improvements. Any such insurance policy shall designate the City and the Organization as insureds under the policy "as their interests may appear." All insurance proceeds shall be utilized to repair or replace damaged improvements, unless a different use for the proceeds is designated, in the City's sole discretion, by the City Administrator.

6. The Organization shall indemnify and hold the City harmless from all claims, liens, actions, and judgments, including reasonable legal fees and costs incurred with reference thereto, arising from the activities of the Organization under this Lease Agreement. The organization shall maintain a minimum general liability policy with limits of one million dollars ($1,000,000), providing coverage, without limiting other coverage, for the Organization's duty stated herein to indemnify and hold the City harmless.

7. The Organization shall have the right to charge admissions fees, team participation fees, tournament fees, event fees, and other fees according to posted schedule, approved in advance in writing by the City's Director of Parks and Recreation. Proceeds from all fees shall be used by the Organization for maintenance of and improvements to the Sports Complex. The Organization shall have the right to solicit corporate and private support for the operation of the Sports Complex. By January 31st of each year, the Organization shall provide to the City a detailed written annual financial report and facility use report for the preceding calendar year. Such report shall include a detailed accounting of all revenues received and expenditures. The report will include an accounting of the economic impact of each tournament including the number of room nights booked in local hotels from out-of-town teams for each tournament. By the 20th of April, July, October, and January the Organization will provide to the City a quarterly report on the operations, tournaments, and activities held with an estimate of the economic impact for the preceding calendar quarter.

8. The Organization shall maintain the leased property and the improvements in good condition so as to return same to the City at the end of the leased term in good condition. The Organization's maintenance obligation includes maintaining the ball fields in a manner consistent with tournament quality facilities; clean and maintain the restrooms, concessions stand, and

other buildings; mow and trim the grass on all of the leased property; keep the litter picked up, and trash cans emptied; and maintain all other aspects of the facility. Specifically, it shall be the obligation of the Organization to maintain the leased premises in conformance with all relevant codes and ordinances of the City, including applicable Health Codes. Regular inspection of facilities will be made by Organization and City.

9. The Organization shall have the right to construct additional improvements or to remodel or rehabilitate the current improvements after first obtaining the written approval of the City Administrator, obtained after review by the Director of Parks and Recreation. All such construction activities shall be in conformance with all applicable codes and regulations.

10. It is acknowledged by the Organization that all employees, agents and volunteers of the Organization are not employees or agents of the City.

11. The Organization shall allow participation in its recreational, park activities on a non-discriminatory basis. The Organization shall not engage in or permit discrimination based on race, national origin, religion, disability or gender. The provisions of this paragraph shall not prevent the Organization from establishing recreational activities according to the ages of the participants in the activities.

12. The City shall pay the monthly public utilities (water and electricity) for uses of the park by the League and by the public generally.

13. This Agreement shall have a term of ten (10) years beginning January 15, 2015 and ending January 14, 2025.

14. Any notice required or permitted to be given pursuant to this Lease Agreement shall be provided to the other property at the addresses indicated:

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

- And -

River Valley Sports Complex
Attn: Mr. Lee Webb
11318 Highway 71
Fort Smith, Arkansas 72916

15. Either party to this Agreement may provide notice to the other at the addresses indicated in paragraph 14 above, that the party deems the other party to the Agreement to be in violation of the Agreement.

(a) The notice shall specify the nature of the alleged violation and the corresponding provision in this Agreement. Within seven (7) days, the other party shall respond in writing regarding the allegations of violation of the Agreement. If the alleged violation has been cured, the response shall so note. If after the exchange of notice of violation and response, either party considers the issue to not be resolved, that party shall notify the other of the date, time and place of a meeting (to be held within the City of Fort Smith and not sooner than seven (7) days from the date of said notice of meeting and not more than fourteen (14) days subsequent to the date of said notice of meeting) at which representatives of the parties shall discuss the alleged violation and the response thereto.

(b) Irrespective of the foregoing, in the event the City determines than any condition on the leased premises constitutes an immediate health hazard to the members of the public, the City shall have the right to immediately take action to correct said condition. In that situation, the City shall notify the representative of the Organization identified in paragraph 13 above, by email, telephone, or other method designed to provide the most expedient notice to the Organization. If the Organization does not subsequently agree to pay the expense of such curative action, the City has the right under this Agreement to petition a court of competent jurisdiction to declare the rights of the parties and, if it is declared that the expense was the obligation of the Organization under this Agreement, the Organization shall immediately pay the expense to the City after exhausting judicial remedies regarding that issue. Any failure of the Organization to comply with the provisions of this paragraph shall be a basis for the City, in its sole discretion to terminate this Lease Agreement on seven (7) days' notice of termination.

(c) In the event the meeting of the parties pursuant to the procedures in sub-paragraph (a) above does not resolve the alleged violation, either party may pursue any available judicial remedy. Upon final determination that the other party is in violation of this Agreement, either party shall have the right to terminate this Agreement.

THIS AGREEMENT EXECUTED as of the date first set forth above by the Mayor and the City Clerk of the City of Fort Smith pursuant to Resolution No. _____ of the Fort Smith Board of Directors and the President and Secretary of the Organization pursuant to resolution adopted by the Board of Directors of the Organization.

CITY OF FORT SMITH, ARKANSAS

By:_____
Mayor

ATTESTED:

_____
City Clerk

By:_____
President

ATTESTED:

_____
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 2014, before me personally appeared Sandy Sanders, personally known to me to be the individual who executed the within and foregoing instrument, and he acknowledged that he signed the same as the duly authorized agent of the City of Fort Smith, and that the same is the free and voluntary act and deed of the City of Fort Smith, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2014.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 2014, before me personally appeared _____ _____, personally known to me to be the President of the _____ and he signed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2014.

_____
Notary Public

My Commission Expires:

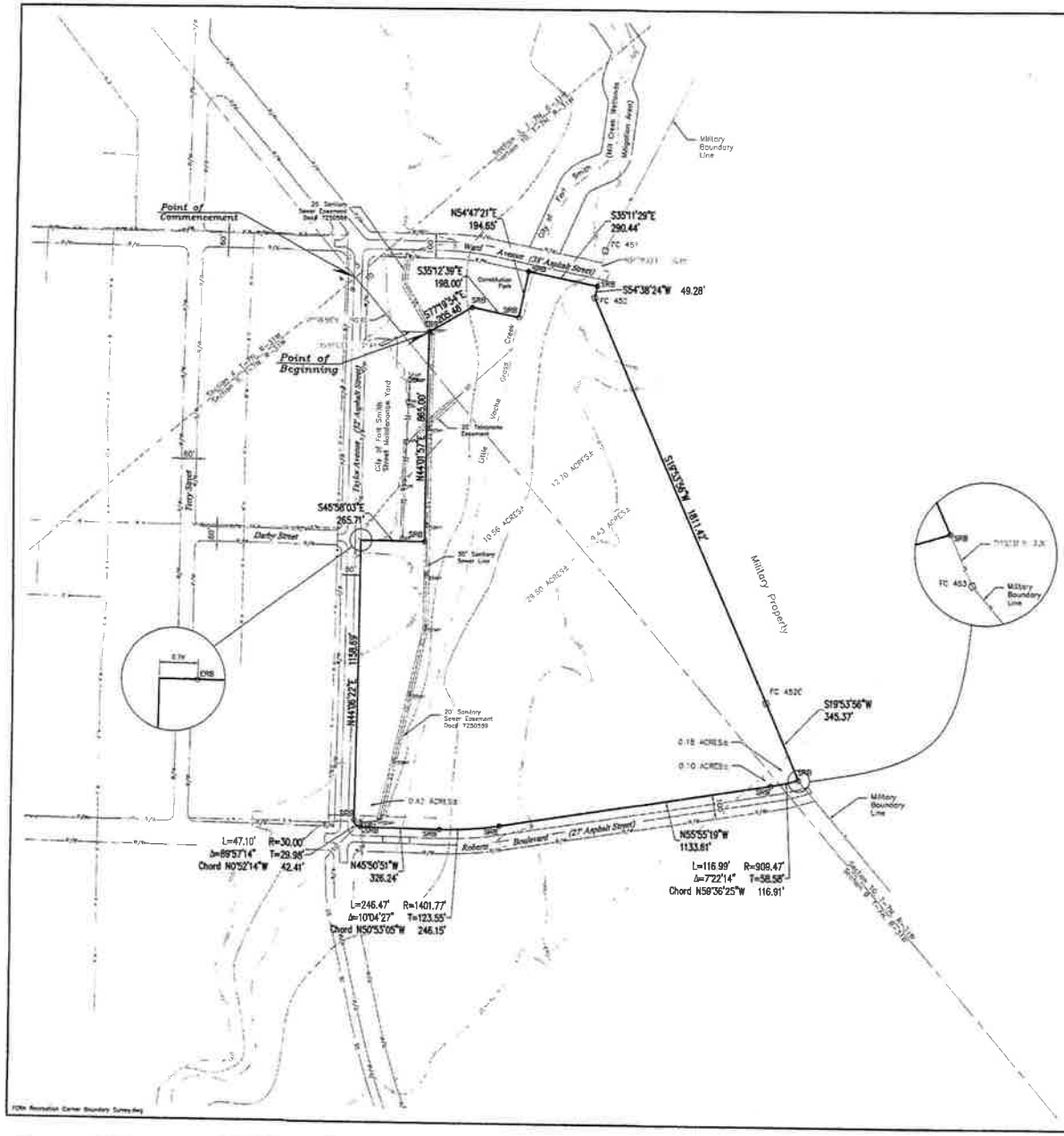
_____

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

Part of the Northwest Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, and part of the Northwest Quarter of the Southwest Quarter of Section 10, part of the Northeast Quarter of the Southeast Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Northeast Quarter, of Section 9, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter of the Northwest Quarter of Section 10; Thence along the West Line of said Northwest Quarter of the Northwest Quarter, S02°46'50"W, 292.66 feet; Thence S45°58'03"E, 121.64 feet to the Point of Beginning and an existing ½" rebar; Thence S77°19'54"E, 205.48 feet to a set ½" rebar with cap stamped MWC 1369; Thence S35°12'39"E, 198.00 feet to a set ½" rebar with cap stamped MWC 1369; Thence N54°47'21"E, 194.65 feet to the southerly right-of-way of Ward Avenue and a set ½" rebar with cap stamped MWC 1369; Thence along said right-of-way, S35°11'29"E, 290.44 feet to the military boundary and a set ½" rebar with cap stamped MWC 1369; Thence along said military boundary, S54°38'24"W, 49.28 feet to an existing brass cap stamped FC 452; Thence continuing along said military boundary, S19°53'56"W, 1811.42 feet to an existing brass cap stamped FC 452C; Thence continuing along said military boundary, S19°53'56"W, 345.37 feet to the northerly right-of-way of Roberts Boulevard and a set ½" rebar with cap stamped MWC 1369; Thence along said right-of-way and 116.99 feet along the arc of a curve to the right, said curve having a radius of 909.47 feet and being subtended by a chord having a bearing of N59°36'25"W and a distance of 116.91 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, N55°55'19"W, 1133.61 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, 246.47 feet along the arc of a curve to the right, said curve having a radius of 1401.77 feet and being subtended by a chord having a bearing of N50°53'05"W and a distance of 246.15 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, N45°50'51"W, 326.24 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, 47.10 feet along the arc of a curve to the right, said curve having a radius of 30.00 feet and being subtended by a chord having a bearing of N00°52'14"W and a distance of 42.41 feet to the easterly right-of-way of Taylor Avenue and a set ½" rebar with cap stamped MWC 1369; Thence along said easterly right-of-way, N44°06'22"E, 1158.69 feet; Thence leaving said right-of-way, S45°58'03"E, 265.71 feet to a set ½" rebar with cap stamped MWC 1369; Thence N44°01'57"E, 865.00 feet to the Point of Beginning. Containing 62.89 acres, more or less. Less and except minerals and mineral rights.



LEGEND

- SET ½" REBAR W/ PLASTIC CAP STAMPED MWC 1369
- EXISTING REBAR, ½" REBAR
- EXISTING BRASS CAP
- ASPHALT PAVEMENT
- OVERHEAD POWER LINE
- CMP
- POWER POLE
- FENCE
- SANITARY SEWER MANHOLE
- EROSION
- FLOODWAY
- EASEMENT
- UNDERGROUND TELEPHONE
- FLOODPLAIN

200 0 200
Scale in Feet

Basis of Bearings:
Bearings are grid, Arkansas North Zone, NAD83, based upon City of Fort Smith Monuments

BOUNDARY DESCRIPTION

Part of the Northwest Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, and part of the Northeast Quarter of the Southwest Quarter of Section 10, part of the Northeast Quarter of the Southeast Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Northwest Quarter, of Section 9, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas Being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter of the Northwest Quarter of Section 10; Thence along the West Line of said Northwest Quarter of the Northwest Quarter, S02°46'50"W, 292.55 feet; Thence S45°58'03"E, 121.54 feet to the Point of Beginning and an existing ½" rebar; Thence S77°19'54"E, 205.49 feet to a set ½" rebar with cap stamped MWC 1369; Thence S35°12'39"E, 198.00 feet to a set ½" rebar with cap stamped MWC 1369; Thence N54°47'21"E, 194.65 feet to the southerly right-of-way of Ward Avenue and a set ½" rebar with cap stamped MWC 1369; Thence along said right-of-way, S35°11'29"E, 290.44 feet to the military boundary and a set ½" rebar with cap stamped MWC 1369; Thence along said military boundary, S54°38'24"W, 49.28 feet to an existing brass cap stamped FC 452; Thence continuing along said military boundary, S19°53'56"W, 1811.42 feet to an existing brass cap stamped FC 452C; Thence continuing along said military boundary, S19°53'56"W, 345.37 feet to the northerly right-of-way of Roberts Boulevard and a set ½" rebar with cap stamped MWC 1369; Thence along said right-of-way and 116.99 feet along the arc of a curve to the right, said curve having a radius of 909.47 feet and being subtended by a chord having a bearing of N58°36'25"W and a distance of 116.91 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, N55°55'19"W, 1133.81 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, 246.47 feet along the arc of a curve to the right, said curve having a radius of 1401.77 feet and being subtended by a chord having a bearing of N50°53'05"W and a distance of 246.15 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, N45°50'51"W, 326.24 feet to a set ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way, 47.10 feet along the arc of a curve to the right, said curve having a radius of 30.00 feet and being subtended by a chord having a bearing of N0°52'14"W and a distance of 42.41 feet to the easterly right-of-way of Taylor Avenue and a set ½" rebar with cap stamped MWC 1369; Thence along said easterly right-of-way, N44°06'22"E, 1158.69 feet; Thence leaving said right-of-way, S45°58'03"E, 265.71 feet to a set ½" rebar with cap stamped MWC 1369; Thence N44°01'57"E, 865.00 feet to the Point of Beginning. Containing 62.89 acres, more or less.

FLOOD INFORMATION

Based upon review of FEMA Firm 05113C0135F with a revised date of March 2, 2012 and 05113C0145E with an effective date of May 20, 2010, and by graphic plotting only the subject property is determined to be in zones "AE" & "X".

SURVEYOR'S CERTIFICATION

I hereby certify that I have had surveyed this date under my supervision the described property. The property is in accordance with established property lines and any improvements and encroachments are as shown. This survey is made for the exclusive use of the present owners of the property and also those who purchase, mortgage, or guarantee title thereto and as to them I warrant the accuracy of said survey and map.

DOUGLAS RAY [illegible], Land Surveyor
Arkansas Registration No. [illegible]

STATE OF ARKANSAS REGISTERED LAND SURVEYOR

Survey for: Fort Chaffee Redevelopment Authority (Recreational Area)
500-07N-31W-0-10-304-65-1369
500-07N-31W-0-09-102-65-1369

DATE	REVISION	BY

MICKLE WAGNER COLEMAN
Engineers-Consultants-Surveyors
3434 Country Club Ave.
P.O. Box 1507
Fort Smith, Arkansas
(479) 649-9484
Fax: (479) 649-9486
info@mwc-engr.com

BOUNDARY SURVEY
Part of the West-Half of Section 10 and part of the East-Half of Section 9, Township 7 North, Range 31 West
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

DRAWN BY:	S. HUNTON
APPR. BY:	DRW
H. SCALE:	1"=200'
V. SCALE:	N/A
DATE:	JUNE 2013
JOB NO:	70026

SHEET 1 OF 1

03577

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT SMITH, ARKANSAS AND THE ARKANSAS STATE POLICE INTERNET CRIMES AGAINST CHILDREN TASK FORCE, CONCERNING A SUBGRANT AGREEMENT

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

Section 1. The Memorandum of Understanding between the City of Fort Smith and the Arkansas State Police, which shall be substantially in the form attached hereto, is hereby approved and provides for the terms, conditions, and mutual understandings for the operations of the Internet Crimes Against Children Task Force between the two parties.

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

THIS RESOLUTION ADOPTED this _____ day of _____, 2014.

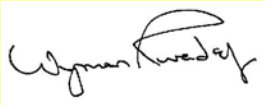
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr
City Attorney

Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: **Ray Gosack, City Administrator**

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

Subject: **A Resolution Authorizing the Execution of a Memorandum of Understanding between the City of Fort Smith, Arkansas and the Arkansas State Police Internet Crime Against Children Task Force concerning a Sub-grant Agreement**

Date: **February 24, 2014**

The Fort Smith Police Department strives to work with other departments in our region to bring the best possible protection to our citizens, businesses and infrastructure. In an attempt to continue this goal, the department has developed a partnership with the Arkansas State Police that will allow the Fort Smith Police Department to work with several agencies through the Arkansas State Police and the Internet Crimes Against Children (ICAC) Task Forcein an effort to prevent, interdict, investigate, and prosecute technology-facilitated crimes against children, child exploitation, and human trafficking. The department requests approval of the Resolution authorizing receipt of sub-grant funds in the amount of $10,769.86 and participation in the ICAC Task Force.

The Memorandum of Understanding agreed upon between the Fort Smith Police Department and the Arkansas State Police Internet Crime Against Children Task Force concerning the subgrant, stipulates that an officer with the Fort Smith Police Department must dedicate a minimum of 20 hours per week to prevent, interdict, investigate, and prosecute internet crimes against children. The Police Department will be able to fulfill this requirement with existing manpower. Approximately $4,400 will be spent on software/hardware expenses with the remaining balance utilized to pay personnel expenses.

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

Arkansas State Police
Internet Crimes Against Children Task Force
1 State Police Plaza Drive
Little Rock, Arkansas 72209

AFFILIATE AGENCY MEMORANDUM OF UNDERSTANDING

Section 1: Introduction

In 2008, Congress passed, and President Bush signed, the Providing Resources, Officers, and Technology to Eradicate Cyber Threats to Our Children Act of 2008 (the "PROTECT Our Children Act" or the "Act"). This Act requires the U.S. Department of Justice (DOJ) to formulate and implement a National Strategy to combat child exploitation.

To address the threat to our nation's children, the National Strategy focuses on the following types of child exploitation: (1) child pornography, often called images of child sexual abuse; (2) online enticement of children for sexual purposes; (3) commercial sexual exploitation of children, and (4) child sex tourism.

The Office of Juvenile Justice and Delinquency Prevention (OJJDP) within DOJ's Office of Justice Programs (OJP), oversees the disbursement of grants to federal, state, and local agencies to aid in the fight against child exploitation. OJJDP's efforts provide communication and coordination to the Internet Crimes Against Children (ICAC) Task Force Program; a fundamental component of our Nation's fight against child exploitation. Since 1998, OJJDP has funded the ICAC Task Force Program, a collection of 61 separate task forces throughout the country, to coordinate federal, state, and local investigative and prosecutorial response to child exploitation. The Arkansas ICAC (ARICAC) is a part of the national ICAC Task Force Program.

The *Fort Smith Police Department* recognizes the need for interagency communication and coordination of efforts to prevent, interdict, investigate, and prosecute internet crimes against children and technology-facilitated child exploitation. Toward that end, this Memorandum of Understanding (MOU), dated December 19, 2013, is entered into by and between the Arkansas State Police (ASP), the sponsoring agency of ARICAC, and the *Fort Smith Police Department,* who, upon acceptance of all terms and conditions contained herein, will become an ARICAC affiliate agency. This MOU shall remain in full force and effect beginning on the date of signature by the Director of the ASP and continuing until the expiration of Award Number 2013-MC-FX-K026. However, this MOU may be terminated for any reason and at any time by the ASP. In addition, the head of the *Fort Smith Police Department* may terminate

the MOU and withdraw from the ARICAC Task Force at any time by providing written notification of such intent to the ARICAC Commander and/or the Director of the ASP.

Section 2: Purpose

The purpose of this MOU is to provide a communication and coordination structure for the ***Fort Smith Police Department,*** an ARICAC affiliate agency, to enhance its efforts to prevent, interdict, investigate, and prosecute internet crimes against children and technology-facilitated child exploitation. And because internet crimes against children and technology-facilitated child exploitation transcend traditionally recognized geographical boundaries, the ***Fort Smith Police Department*** *authorizes* its commissioned officers assigned to ARICAC to travel and work ICAC crimes, as necessary, originating and/or terminating inside or outside their normal geographical areas of responsibility (AOR).

Section 3: Policies and Procedures

The ***Fort Smith Police Department,*** as an ARICAC affiliate agency, agrees to comply fully with all Operational and Investigative Standards[1] promulgated by the DOJ for the ICAC Program. The most updated copy of the Operational and Investigative Standards, updated May 31, 2011, are attached to this MOU as Appendix A. Specifically, the ***Fort Smith Police Department,*** as an ARICAC affiliate agency, agrees to follow Operational and Investigative Standard 2 in selecting suitable commissioned officers for assignment to the ARICAC Task Force. Once suitable commissioned officers have been selected[2] for assignment to the ARICAC Task Force, those selected shall be required to read and comply with all Operational and Investigative Standards.[3]

The ***Fort Smith Police Department,*** as an ARICAC affiliate agency, agrees to select and identify one of its commissioned officers as its ICAC coordinator. The affiliate agency ICAC coordinator serves as the primary point-of-contact by and between the ASP, the ARICAC Task Force, the affiliate agency, and the

[1] The Operational and Investigative Standards were developed through a national ICAC Working Group and are considered best practices for the ICAC program. While nationally recognized and widely copied for law enforcement use both inside and outside the ICAC program, the Operational and Investigative Standards are Law Enforcement Sensitive (LES).

[2] The affiliate agency is responsible to provide commissioned officers selected for assignment to the ARICAC Task Force vehicles, pagers, radios, weapons, body armor, cellular telephones, notebook computers for report writing, etc. The ARICAC Task Force will provide investigative and forensic preview tools and software commensurate with the commissioned officers level of training and experience.

[3] See Operational and Investigative Standard 3.1.

community within the ICAC coordinator's AOR[4]. One of the most important duties of the affiliate agency ICAC coordinator is the compiling of the performance measures of the affiliate agency's ICAC related operations each month. Once compiled by the affiliate agency ICAC coordinator, the performance measures for the month being reported should be submitted by the affiliate agency ICAC coordinator to the ARICAC Task Force Senior Intelligence Analyst at ASP Headquarters in Little Rock before the 10th day of the next month.[5] (For example, the affiliate agency's performance measures collected from March 1st through March 31st should be compiled and submitted using the ICAC Monthly Performance Measures Report no later than April 10th.) Finally, the affiliate agency ICAC coordinator may be required, on an infrequent basis, to submit other ancillary statistical information and/or reports by the ASP, the ARICAC Task Force, or the OJJDP.

The ***Fort Smith Police Department*** , as an ARICAC affiliate agency, is eligible to have its commissioned officers assigned to the ARICAC Task Force participate in ICAC sponsored training both in-state and out-of-state hosted by the OJJDP, the National White Collar Crime Center (NW3C), and other federal partners. Costs for travel, lodging, meals, and training are generally covered by ICAC funding and are reimbursable to either the affiliate agency or to the commissioned officer in accordance with federal, state, and ASP travel and meal reimbursement statutes, policies, and procedures. All other expenses are the sole responsibility of the affiliate agency and/or the commissioned officer.

The ***Fort Smith Police Department,*** as an ARICAC affiliate agency, is entitled to access to ARICAC information and data systems for case deconfliction, information sharing, assistance requests, data archival/retrieval, and for other ICAC related purposes. This access is coordinated and managed by the ASP Cyber Crimes Unit (of which the ARICAC Task Force is a part) Supervisor.

The ***Fort Smith Police Department,*** as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force will, at a minimum, conduct reactive investigations in response to: citizen complaints, CyberTipline Reports from the National Center for Missing and Exploited Children (NCMEC), referrals from the ASP or other intra-state or inter-state ICAC Task Force affiliate agencies, and referrals from other law enforcement agencies who may not be an affiliate agency. Reactive investigations must be conducted in compliance with Operational and Investigative Standard 4.3.

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[4] As the point-of-contact to the community, the ICAC coordinator represents the state and national ICAC program within the community by providing prevention education activities to children, parents, educators, and others concerned about child safety issues. See Operational and Investigative Standard 7.1 – 7.2.

[5] See Operational and Investigative Standard 4.2.2.

The ***Fort Smith Police Department,*** as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force may, based upon investigative need, conduct proactive investigations (i.e. online chat cases, Peer-2-Peer (P2P) cases, and classified advertisement cases). Proactive investigations must be conducted in compliance with Operational and Investigative Standard 4.3.

The ***Fort Smith Police Department,*** as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force shall fully participate in any and all nationally coordinated ICAC investigations.

The ***Fort Smith Police Department,*** as an ARICAC affiliate agency, understands and agrees that the ASP and/or another ARICAC affiliate agency may provide forensic support for any and all of the affiliate agency's ICAC investigations. All forensic support services provided by the ASP and/or another ARICAC affiliate agency conforms to national ICAC best practices. Should the ***Fort Smith Police Department,*** as an ARICAC affiliate agency, offer forensic support services to other law enforcement agencies, regardless of whether or not the other law enforcement agency is an ARICAC affiliate agency, the ***Fort Smith Police Department*** also agrees to offer such services in conformance with national ICAC best practices.

The ***Fort Smith Police Department,*** as an ARICAC affiliate agency, agrees that identifying child victims is a critical element of the ICAC Program and understands that the DOJ and the OJJDP requires all affiliate agencies to submit child victim images, graphics, video files, etc., to NCMEC's Child Victim Identification Program (CVIP). Should the ***Fort Smith Police Department*** , as an ARICAC affiliate agency, offer forensic support services to other law enforcement agencies, regardless of whether or not the other law enforcement agency is an ARICAC affiliate agency, the ***Fort Smith Police Department*** agrees to submit all child victim images, graphics, video files, etc., discovered to NCMEC's CVIP.[6]

The ***Fort Smith Police Department*** , as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force, to be fully effective in their ICAC investigative efforts, must work either full-time (a minimum of 40 hours per week) or half-time (a minimum of 20 hours per week) to prevent, interdict, investigate, and prosecute internet crimes against children. All commissioned officers from affiliate agencies located within the federally designated Western District of Arkansas and Eastern District of Arkansas work ICAC related crimes under the direction and guidance of federal partners and an ASP special agent designated as the Task Group Leader. The Western District of Arkansas Task Group Leader is operationally located in

[6] See Operational and Investigative Standard 6.

Springdale. The Eastern District of Arkansas Task Group Leader is operationally located in Little Rock.

The ***Fort Smith Police Department,*** as an ARICAC affiliate agency, is eligible to apply as a subrecipient to the ASP for federal ICAC grant funding made available by OJJDP when such monies are available and when invited to do so.

The ***Fort Smith Police Department,*** as an ARICAC affiliate agency, agrees to comply fully with all rules, regulations, and requirements contained within the 2013 Financial Guide [7] promulgated by the DOJ, OJP's Office of the Chief Financial Officer. The 2013 Financial Guide is attached to this MOU as Appendix B. The 2013 Financial Guide serves as a primary reference manual to assist award recipients (ARICAC and all ARICAC affiliate agencies) in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. More specifically, the 2013 Financial Guide contains specific procedures ARICAC affiliate agencies must follow in the acquisition, retention, use, and disposal of property and equipment that subrecipients obtain with federal monies. In addition, the 2013 Financial Guide requires subrecipients (ARICAC affiliate agencies) to adhere to all applicable financial management laws within the State of Arkansas.

Therefore, the ***Fort Smith Police Department*** , as an ARICAC affiliate agency, also agrees to comply fully with all laws, policies, regulations, and procedures contained within the State of Arkansas, Department of Finance and Administration (DFA), Office of Accounting (OA) Financial Management Guide (Effective August 8, 2013)[8] published by the DFA. The Financial Management Guide (Effective August 8, 2013) contains specific statutes, policies, and procedures ARICAC affiliate agencies must follow with respect to travel regulations [9] , property and equipment inventory [10] , and purchasing and contracts[11].

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[7] The 2013 Financial Guide is provided for the use of all recipients (ASP) and all subrecipients (ARICAC affiliate agencies) of federal grant programs administered by the OJP. The guide serves as a compilation of various laws and regulations governing DOJ grants financial management and administration.

[8] The Financial Management Guide (Effective August 8, 2013) is published by the DFA Director to comply with Ark. Code Ann. § 19-1-209(a) and resides on the DFA web site at: http://www.dfa.arkansas.gov/offices/accounting/financialManagementGuide/Pages/default.aspx.

[9] See Ark. Code Ann. § 19-4-901 and Policies/Regulations (R) 1-19-4-901 - R9-19-4-904 (pp. 98-113).

[10] See Ark. Code Ann. § 19-4-1501 – 19-4-1503, R1-19-4-1503, and Appendices P1-19-4-1503 – P2-19-4-1503 (pp. 156 – 163).

Section 4: Updates to the MOU

This MOU may be modified at any time by written consent of the ASP and the *Fort Smith Police Department*, as an ARICAC affiliate agency. However, updates to this MOU have no force or effect until such updates are reduced to writing and signed by both the head of the affiliate agency and the Director of the ASP.

Section 5: Signatures

Approved Stan Witt

Colonel Stan Witt, Director
Arkansas State Police

Date 1/10/14

Approved Kevin D. Lindsey

Chief Kevin D. Lindsey
Fort Smith Police Department

Date December 20, 2013

[11] See Ark. Code Ann. § 19-11-217, R1-19-11-217, Ark. Code Ann. § 19-11-238, R1-19-11-238, Ark. Code Ann. § 19-11-243, and R1-19-11-243 (pp. 241 – 253).

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

Mike Beebe
Governor

Stan Witt
Director

ARKANSAS STATE POLICE COMMISSION

Daniel "Woody" Futrell
Chairman
Nashville

Wallace Fowler
Vice-Chairman
Jonesboro

Frank Guinn, Jr
Secretary
Paragould

Dr. Lewis Shepherd
Arkadelphia

John Allison
Conway

Bob Burns
Little Rock

Jane Dunlap Christenson
Harrison

February 14, 2014

Fort Smith Police Department
Anthony Bowers
100 South 10th Street
Fort Smith, AR 72901

Re: Subgrant Award Notification

Dear Mr. Bowers:

It is my pleasure to inform you that portions of your application for funding under award number 2013-MC-FX-K026 have been approved.
Subgrant Award Number: ICAC13-05
Award Period: February 12, 2014 – June 30, 2014
Amount of Award: $ 10,769.86

Please note, this award is subject to all special conditions outlined in your Memorandum of Understanding and Subgrant Agreement.

Any questions regarding this award should be addressed to me or Ronda Barentine. Ronda can be reached at 501-618-8373.

Congratulations and we look forward to working with you.

Sincerely,

Capt. Steven A. Coppinger

Captain Steven A. Coppinger
Assistant Division Commander
Criminal Investigation Division
Arkansas State Police

Enclosures: Subgrant Agreement
Subgrant Budget Detail
Memorandum of Understanding

ARKANSAS STATE POLICE
SUBGRANT AGREEMENT

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

Mike Beebe
Governor

Stan Witt
Director

Sub Grant Agreement

Sub Grant Number ICAC13-05 is entered into between the Arkansas State Police herein after referred to as the ASP and the Recipient as indicated below.

I. RECIPIENT INFORMATION:

Name: Fort Smith Police Department

Address: 100 South 10th Street

City: Fort Smith **State:** AR **Zip Code:** 72901

Employer Identification Number or Social Security Number: 71-6003637

AASIS Vendor # 100093968 **Purchase Order #(s)**

Recipient Contact Name, Title, & Phone: Anthony Bowers (479) 709-5129

ASP Division/Office Contact Name, Title, & Phone: Ronda Barentine, (501) 618-8373

II. GRANT PERIOD:

This agreement will begin on February 12, 2014 and will end on June 30, 2014

In no event shall the initial term of the grant extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

III. AMOUNT AND SOURCE OF FUNDS:

Regardless of any other provision of this grant, or any costs or obligations of the Recipient, the liability of payment by the ASP to the Recipient under this grant shall be subject to the limits specified below:

FUND	FUND CENTER	COMMITMENT ITEM	COST CENTER	GENERAL LEDGER	WBS	INTERNAL ORDER	AMOUNT
FLA8401	521	501:00:04	456869	5130030300	F.0960.ICAC-13-S		$10,769.86

Total Grant Amount: $10,769.86

Method of Payment: Reimbursement – Payment for allowable costs that have been paid for by the Recipient during the above grant period.

Invoice forms and backup documentation are to be submitted to the ASP by the 10th of the subsequent month in which activities are completed and expenditures are incurred.

ARKANSAS STATE POLICE
SUBGRANT AGREEMENT

IV. OBJECTIVE AND SCOPE:

CFDA Number 16.543

Title of Grant Arkansas Internet Crimes Against Children Outreach

Grant Status: ☐ **Discretionary** ☒ **Discretionary, but exempt** ☐ **Non-Discretionary**

If Discretionary but exempt, indicate reason for exemption State Agency

Purpose of Grant: To enhance investigative and forensic efforts in support of the Arkansas Internet Crimes Against Children (ICAC) Task Force.

All parties agree that the following attachments contain the objective and scope and are hereby made a part of this grant. These attachments may not be altered or modified without a written amendment signed by all parties.

Attachment No.	Description
1	Memorandum of Agreement
2	Detailed Budget

V. CANCELLATION:

A. The ASP and the Recipient agree that either party may cancel this agreement with or without cause at any time by giving the other party 30 calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Cancellation notices to the Arkansas State Police must be sent to the Fiscal Officer or the authorized representative designated herein.

VI. PROGRAM COMPLIANCE:

A. STATE AND FEDERAL LAWS: Performance of this grant by the Recipient and the ASP must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this grant, the Recipient will receive notification of the required changes. This grant shall then be amended according to the procedures outlined in Section X.

B. FORCE MAJEURE: Neither party will be held responsible for any delay or failure to perform any part of this grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.

C. COMPLIANCE WITH NONDISCRIMINATION LAWS: It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Sub grantee is required to notify Arkansas State Police of any violations to the above.

D. CERTIFICATION REGARDING LOBBYING: The Recipient shall comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement for an award in excess of $100,000.00.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with this grant.

E. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Recipient, as a lower tier recipient of federal funds, shall comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

VII. PROGRAM OPERATION:

A. **PURPOSE AND SCOPE:** The Recipient shall comply with the purpose and scope of this grant as specified in Attachment one (1).

B. **STATISTICAL AND FINANCIAL INFORMATION:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.

C. **SUBCONTRACTING:** The Recipient shall be responsible for the performance of all obligations under this grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

VIII. INFORMATION AND RECORDS:

A. **ACCESS TO RECORDS:** The Recipient shall grant access to its records upon request by duly authorized representatives of state or federal government entities. Access shall be given to any books, documents, papers or records of the Recipient which are related to any services performed under this agreement. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.

B. **RECORD RETENTION:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this grant for a period of three years from the date this grant expires, or if an audit is pending at the end of the three-year period, until resolution of the audit..

C. **CONFIDENTIALITY OF CLIENT RECORDS:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.

D. **FREEDOM OF INFORMATION:** The Recipient shall comply with the Freedom of Information Act.

IX. FISCAL PRACTICES

A. **CLAIMS:** Only those claims for costs and services specifically authorized under this grant will be allowed by the ASP. Any work performed, material furnished, or costs incurred not covered by this grant shall be solely the responsibility of the Recipient.

B. **NON-DUPLICATION OF PAYMENT:** Services provided or costs incurred under this grant shall not be allocated to or included as a cost of any other state or federally financed program.

C. **BILLING:** Billing under this Agreement shall be in accordance with established ASP procedures. Payment method shall be as stated in Section III of this agreement.

D. **LIMITATION OF THE ASP OBLIGATION TO PAY:** The ASP is not obligated to make payment under this grant if the ASP does not receive sufficient monies from the funding source(s) designated in this grant to fund said obligations and other obligations of the ASP, or is not given legal authority from the Arkansas Legislature to expend these funds. The ASP is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.

E. **PAYMENT FROM ASP CONSIDERED PAYMENT IN FULL:** Payment received from the ASP under this grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

F. **AUDIT REQUIREMENT:** Recipient shall send two copies of the audit to the following address:

Arkansas State Police
Fiscal Section
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

G. **RECOVERY OF FUNDS:** The ASP shall seek to recover funds not utilized in accordance with the terms and conditions of this grant.

X. AMENDMENT:

Any amendment to this agreement shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the ASP. Recipient and ASP acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this Agreement and that this writing constitutes their entire Agreement.

XI. CERTIFICATION AND SIGNATURE:

A. SIGNATURES:

Signature of Subgrant Agreement Recipient Authorized Representative

_____ _____
Signature of Recipient Authorized Representative Date

_____ _____
Printed Name of Recipient Authorized Representative Title

In signing this document, I attest that I am authorized by the board of Directors or other governing authority to sign this grant on behalf of the Recipient.

Signature of ASP Agency Authorized Representative

_____ _____
Signature of ASP Authorized Representative Date

_____ _____
Printed Name of ASP Authorized Representative Title

Program Agency (ASP)
Program Contact Person: Captain Steven A. Coppinger Phone: (501) 618-8850
Fiscal Contact Person: John Tidwell Phone: (501) 618-8335

FORT SMITH POLICE DEPARTMENT

APPROVED BUDGET DETAIL WORKSHEET

Subgrant Award # ICAC13-05

Award Period: February 12, 2014 - June 30, 2014

Character 02 - Maintenance and Operations (any single item less than $5K)

	Supplies and Items	Quantity		Estimated Cost Per Item	Number of Months				Total Estimated Cost	
1	Internet Evidence Finder	1		2,200.00					2,200.00	
			Estimated Sales Tax	$0.09					198.00	
									2,398.00	**Maintenance and Operations Net Total**

Character 03 - Fringe Benefits

	Name/Position			Computation	FICA Rate	Worker's Compensation Rate	Retirement Rate	Unemployment Insurance (Hourly Rate)		
1	Sgt. Anthony Bowers / ICAC Coordinator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	142.47	
2	Sgt. Dawn Sprayberry / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	137.88	
2	Sgt. Chris Harris / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	133.07	
4	Cpl.Jeffery Taylor / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	115.24	
5	Cpl. Michael McCoy / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	121.62	
6	Cpl. Kristine Deason / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	130.32	
7	Cpl. Michael Warren / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	126.47	
8	Cpl. Anthony Rice / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	118.53	
9	Cpl. Kathy Wall / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	211.55	
10	Det. Richard Wright / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	189.56	
11	Det. Johnny Bolinger / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	203.67	
12	Det. Billy Hardin / ICAC Investigator			Based on FICA, Worker's Comp, Retirement, and Unemployment rates provided by the department.	1.45%	1.81%	31.36%	1.89	194.31	
									1,824.71	**Fringe Total**

Character 06 - Overtime

	Name/Position			Computation	Hourly Rate	Number of Hours				
1	Sgt. Anthony Bowers / ICAC Coordinator			Based on (Step 5) hourly wage, excluding fringe	45.98	8			367.86	
2	Sgt. Dawn Sprayberry / ICAC Investigator			Based on (Step 5) hourly wage, excluding fringe	44.32	8			354.59	
2	Sgt. Chris Harris / ICAC Investigator			Based on (Step 5) hourly wage, excluding fringe	42.59	8			340.69	
4	Cpl.Jeffery Taylor / ICAC Investigator			Based on (Step 19) hourly wage, excluding fringe	36.15	8			289.20	
5	Cpl. Michael McCoy / ICAC Investigator			Based on (Step 11) hourly wage, excluding fringe	33.57	9			302.16	
6	Cpl. Kristine Deason / ICAC Investigator			Based on (Step 19) hourly wage, excluding fringe	36.37	9			327.30	
7	Cpl. Michael Warren / ICAC Investigator			Based on (Step 13) hourly wage, excluding fringe	35.13	9			316.18	
8	Cpl. Anthony Rice / ICAC Investigator			Based on (Step 7) hourly wage, excluding fringe	32.58	9			293.25	
9	Cpl. Kathy Wall / ICAC Investigator			Based on (Step 8) hourly wage, excluding fringe	32.73	16			523.73	
10	Det. Richard Wright / ICAC Investigator			Based on (Grade 3) hourly wage, excluding fringe	28.78	16			460.21	
	Det. Johnny Bolinger / ICAC			Based on (Grade 3) hourly						

5	Cpl. Michael Moody / ICAC Investigator			Based on (Step 11) hourly wage, excluding fringe	33.57	9			302.16	
6	Cpl. Kristine Deason / ICAC Investigator			Based on (Step 19) hourly wage, excluding fringe	36.37	9			327.30	
7	Cpl. Michael Warren / ICAC Investigator			Based on (Step 13) hourly wage, excluding fringe	35.13	9			316.18	
8	Cpl. Anthony Rice / ICAC Investigator			Based on (Step 7) hourly wage, excluding fringe	32.58	9			293.25	
9	Cpl. Kathy Wall / ICAC Investigator			Based on (Step 8) hourly wage, excluding fringe	32.73	16			523.73	
10	Det. Richard Wright / ICAC Investigator			Based on (Grade 3) hourly wage, excluding fringe	28.76	16			460.21	
11	Det. Johnny Bolinger / ICAC Investigator			Based on (Grade 3) hourly wage, excluding fringe	31.31	16			500.96	
12	Det. Billy Hardin / ICAC Investigator			Based on (Grade 3) hourly wage, excluding fringe	29.62	16			473.93	
									4,550.05	**Overtime Total**
	Character 9 - Travel and Training									
	Purpose of Travel	**Location**	**Item**	**Estimated Cost Per Person**	**Number of Trips**	**Number of Days**		**Number of Travelers**	**Total Estimated Cost**	
1	May 2014 Guidance Software CEIC Conference	Las Vegas, NV	Airfare	500.00	1	0		1	500.00	
			Travel Day Meals	53.25	1	2		1	106.50	
			Standard Meal Rate	71.00	1	4		1	284.00	
			Other	58.98	2	0		1	117.96	
			Lodging	92.00	1	5		1	460.00	
			Total						1,468.46	
			Estimated Tax on Lodging	$0.18					264.32	
									1,732.78	**Trip 1 Net Total**
									1,997.11	**Travel and Training Net Total**
	Character 11 - Capital Equipment (any single item over $5K)									
	Item Description	**Quantity**		**Estimated Cost Per Item**					**Total Estimated Cost**	
									0.00	
			Estimated Sales Tax	$0.09					0.00	
									0.00	**Capital (Equipment) Net Total**
	Other Costs									
	Description	**Quantity**		**Estimated Cost Per Item**					**Total Estimated Cost**	
1									0.00	
2									0.00	
									0.00	**Other Costs Net Total**
									10,769.86	**Net Total (All Categories)**

RESOLUTION NO._____

RESOLUTION APPROVING AUTOMOBILE AND PROPERTY INSURANCE COVERAGE FOR THE CITY'S FLEET AND BUILDINGS for 2014-2015

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

SECTION 1: The renewal of the insurance agreement with Travelers Companies through Brown Hiller Clark and Associates for the insuring of property and automobiles owned by the City for the policy year of March 1, 2014, through March 1, 2015, is hereby approved.

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

This Resolution adopted this _____ day of March, 2014.

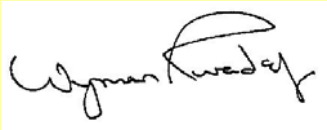
APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:



_____
No Publication Required

Interoffice Memorandum

TO: Ray Gosack, City Administrator

FROM: Alie Bahsoon, Purchasing Manager

SUBJECT: Auto & Property Insurance Renewal (2014-2015)

DATE: February 28, 2014

The City's equipment, auto, and property insurance policies are up for renewal (03-01-14 to 03-01-15) and enclosed for the board's consideration and approval of premiums is the resolution to renew our annual insurance agreement with Travelers Companies through Brown Hiller Clark and Associates (BHC).

As discussed with the Board at the February 25th study session, the renewal premiums are flat for this upcoming policy year and as noted in the attached "Renewal Premium Comparison" sheet. As always, BHC priced the market with other carriers and found the Travelers Insurance premiums to be very competitive.

The 2014-2015 rates will reflect the following premiums for a total of $871,163:

- Property $365,926 Rate of .1554
- Auto $437,423 Cost per unit: $665
- Equipment $67,814

As for the 2014-2015 deductibles, they have not changed from last year with the exception of the wind and hail storm as noted below:

Property

- $25,000 per occurrence (with a $50,000 wind/hail per occurrence deductible)

Auto

- Combined Single Limit: $100,000
- Uninsured Limit: $100,000
- Underinsured Motorist: $100,000

Equipment

- Deductible is 1% with a $1,000 Minimum / $5,000 Maximum)

It is my recommendation that we accept the renewal and adopt the resolution with the proposed premiums as noted in the attachment.

Renewal Premium Comparison

Named Insured **City of Fort Smith**
Renewal Date **03/01/2014**

Line	2014/2015 Renewal Premium	2013/2014 Prior Yr's Premium	Difference
TRAVELERS:			
Commercial Package			
Property	$365,926	$363,097	14/15 Prop Rate .1554
Equipment Breakdown	Included	Included	13/14 Prop Rate .1554
Computers / Radio Equipment	$1,739	$4,728	Computer coverage will be included in property effective 2014
Auto Liability	$345,836	$342,680	14/15 $665 **Liability** Cost Per Unit
Auto Physical Damage	$91,587	$105,368	13/14 $659 **Liability** Cost Per Unit
UNITED FIRE GROUP:			
Equipment	$36,511	$35,750	
Scheduled Equipment			14/15 Eqpt Rate .3135
Leased or Rented Eqpt			13/14 Eqpt Rate .3111
Fine Arts	$1,536	$1,536	
			14/15 Fine Art Rate .48
Misc. Property Floater (Signs, Mobile/Portable Radios, Ferris Wheel, Carousel etc.)	$13,363	$13,363	13/14 Fine Art Rate .48
			14/15 Misc. Rate .372
			13/14 Misc. Rate .372
Radio/Television & Broadcasting Equipment	$14,665	$14,665	
			14/15 Radio Rate .2898
			13/14 Radio Rate .2898
GRAND TOTAL	**$871,163**	**$881,187**	**$10,024 Decrease**

RESOLUTION NO. _____ 2D

RESOLUTION AUTHORIZING ACQUISITION OF EASEMENT IN CONNECTION
WITH THE LAKE FORT SMITH 48-INCH WATER TRANSMISSION LINE

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

SECTION 1: The following value for the acquisition of a water transmission line easement designated as 08-07-P, Tract 10-31-26-01, for the Lake Fort Smith 48-Inch Water Transmission Line, Project 08-07 is approved, and acquisition of the easement for the amount listed is hereby approved.

Tract No.	Owner	Appraised Value
10-31-26-01	Price Farms, LLC	$27,600.00

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easement for the above listed appraisal amount. All such actions previously taken for this project are hereby confirmed.

This Resolution adopted this _____ day of March 2014.

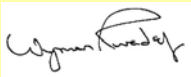
APPROVED:

_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** February 24, 2014

FROM: Steve Parke, Director of Utilities

SUBJECT: Lake Fort Smith 48-Inch Water Transmission Line
Phase II, Project Number 08-07

The corridor study and cultural resources work to identify the route for the new 48-inch diameter water transmission line from the recently expanded Lake Fort Smith water supply has been completed between the City of Mountainburg and Interstate 40. This northern portion of the transmission line routing was reviewed by the Corps of Engineers and they have granted the necessary permits to allow the transmission line construction to begin. An exhibit for the northern portion of the transmission line route is attached. Finalizing the route selection and cultural resources work south from Interstate 40 and into Fort Smith by crossing the Arkansas River, the southern portion, is not yet complete.

The northern portion of the new transmission line is planned to be constructed in two phases. Final design and easement acquisition for Phase 1, the first approximate 6.5 miles beginning from the water treatment plant, is now complete and is expected to be advertised for bids soon. Staff is currently acquiring easements for Phase 2, the approximate 12 mile balance of the northern portion to interconnect with the existing water transmission lines near Interstate 40.

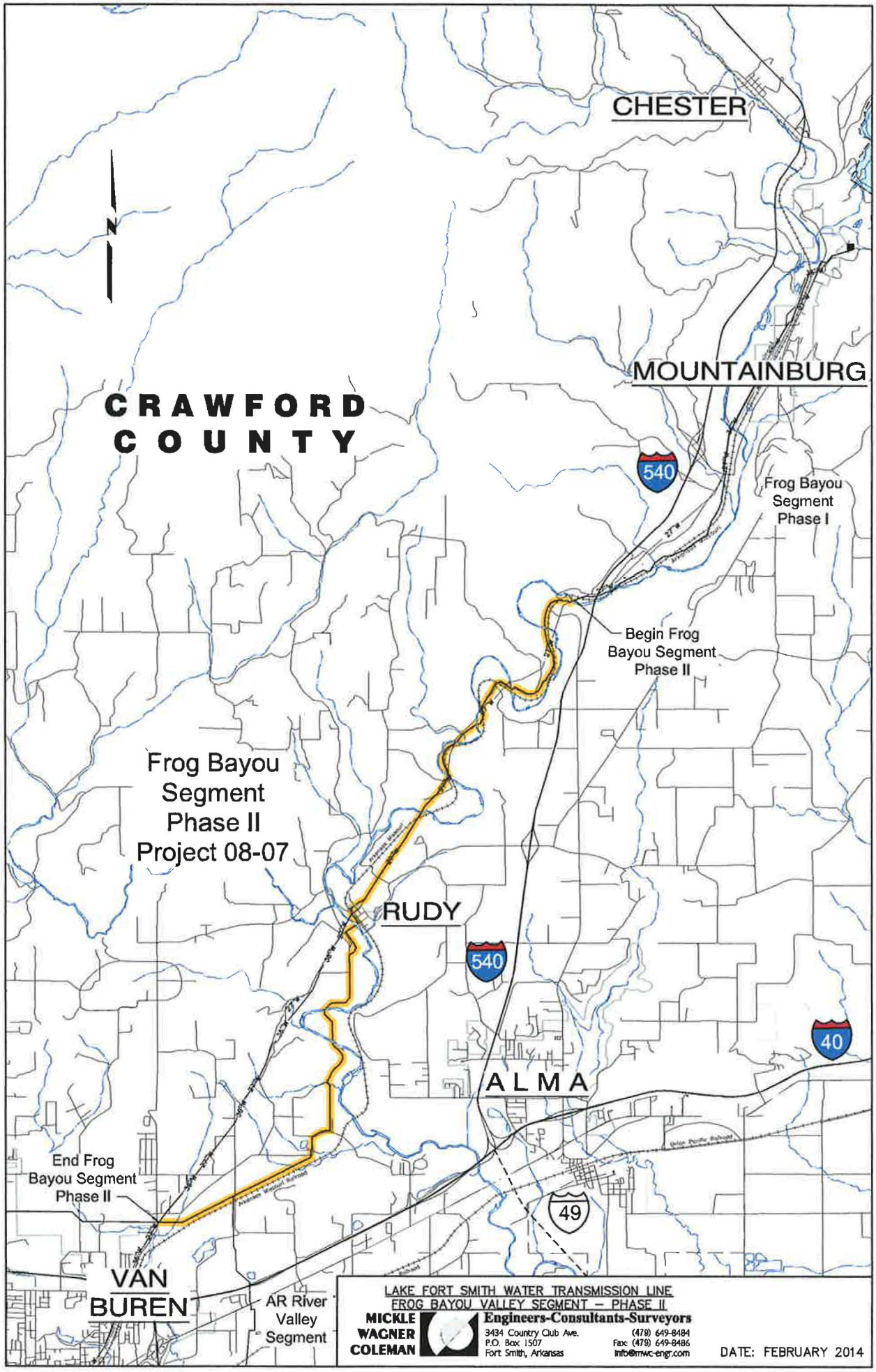
Phase 2 requires the acquisition of easements from an estimated 56 landowners. To date, 7 of the needed easements are being acquired for the appraised value as authorized by the city's property acquisition policy. The easement across Price Farms, LLC, consisting of approximately 10.35 acres, was appraised by Matthews and Associates and valued at $27,600.00. The appraised value exceeds the authorization limit granted to staff so the Board must approve extending an offer to purchase the easement for that amount. An exhibit showing the easement area across Price Farms is attached.

Staff recommends that the Board approve this Resolution authorizing the City Administrator to acquire the easement for the appraisal value of $27,600.00. Funding for this project is available from the 2012 and 2014 sales and use tax bonds issued for water transmission system improvements.

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

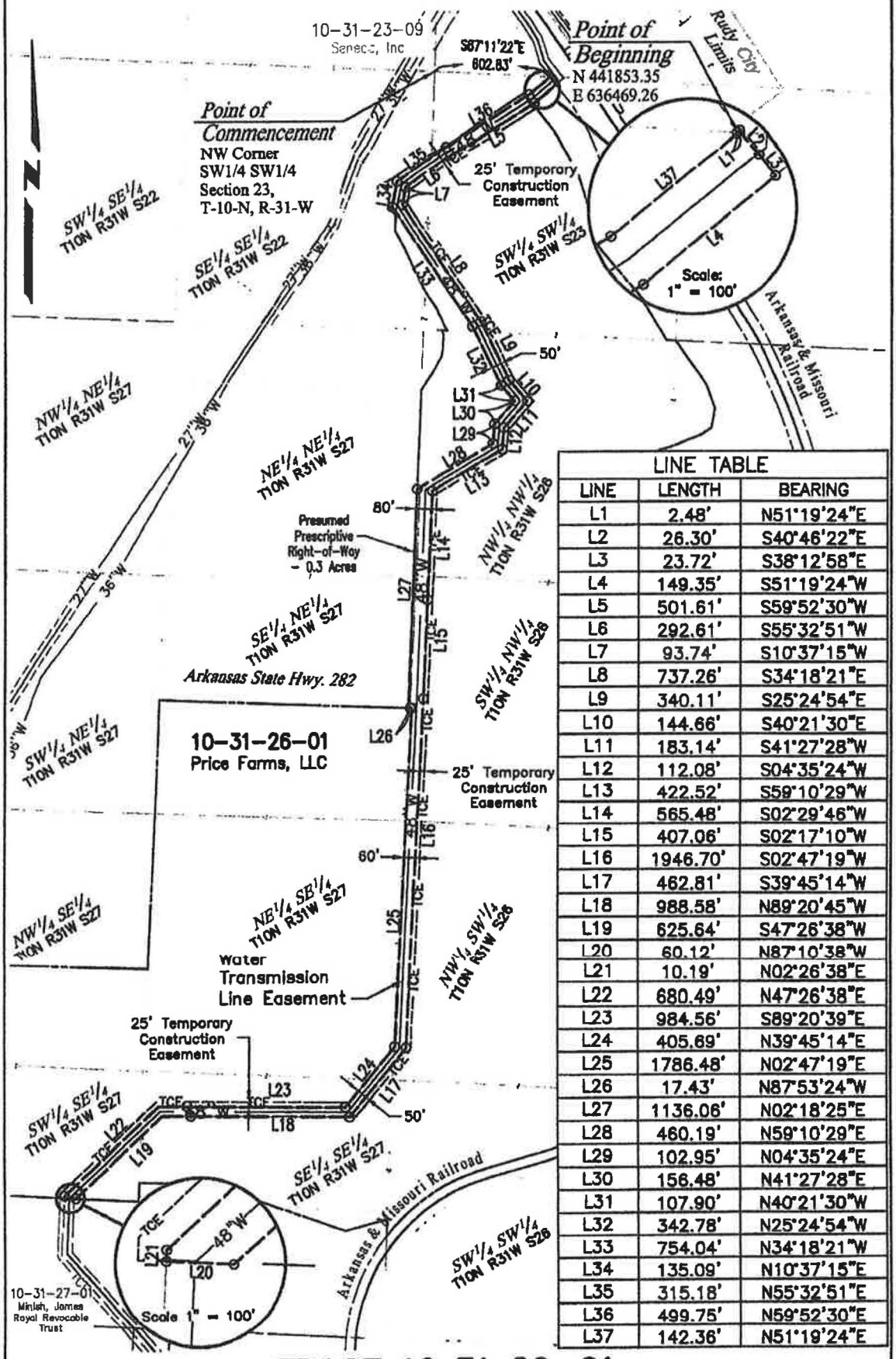
attachment

pc: Jeff Dingman


CHESTER
MOUNTAINBURG
CRAWFORD COUNTY
540
Frog Bayou Segment Phase I
Begin Frog Bayou Segment Phase II
Frog Bayou Segment Phase II Project 08-07
RUDY
540
40
ALMA
49
End Frog Bayou Segment Phase II
VAN BUREN
AR River Valley Segment
LAKE FORT SMITH WATER TRANSMISSION LINE
FROG BAYOU VALLEY SEGMENT – PHASE II
MICKLE WAGNER COLEMAN
Engineers-Consultants-Surveyors
3434 Country Club Ave.
P.O. Box 1507
Fort Smith, Arkansas
(479) 649-8484
Fax: (479) 649-8486
info@mwc-engr.com
DATE: FEBRUARY 2014

MICKLE-WAGNER-COLEMAN, INC.
Engineers Consultants Surveyors

3434 Country Club Avenue
P.O. Box 1507
Fort Smith, Arkansas 72902



LINE TABLE		
LINE	LENGTH	BEARING
L1	2.48'	N51°19'24"E
L2	26.30'	S40°46'22"E
L3	23.72'	S38°12'58"E
L4	149.35'	S51°19'24"W
L5	501.61'	S59°52'30"W
L6	292.61'	S55°32'51"W
L7	93.74'	S10°37'15"W
L8	737.26'	S34°18'21"E
L9	340.11'	S25°24'54"E
L10	144.66'	S40°21'30"E
L11	183.14'	S41°27'28"W
L12	112.08'	S04°35'24"W
L13	422.52'	S59°10'29"W
L14	565.48'	S02°29'46"W
L15	407.06'	S02°17'10"W
L16	1946.70'	S02°47'19"W
L17	462.81'	S39°45'14"W
L18	988.58'	N89°20'45"W
L19	625.64'	S47°26'38"W
L20	60.12'	N87°10'38"W
L21	10.19'	N02°26'38"E
L22	680.49'	N47°26'38"E
L23	984.56'	S89°20'39"E
L24	405.69'	N39°45'14"E
L25	1786.48'	N02°47'19"E
L26	17.43'	N87°53'24"W
L27	1136.06'	N02°18'25"E
L28	460.19'	N59°10'29"E
L29	102.95'	N04°35'24"E
L30	156.48'	N41°27'28"E
L31	107.90'	N40°21'30"W
L32	342.78'	N25°24'54"W
L33	754.04'	N34°18'21"W
L34	135.09'	N10°37'15"E
L35	315.18'	N55°32'51"E
L36	499.75'	N59°52'30"E
L37	142.36'	N51°19'24"E

TRACT 10-31-26-01

Scale 1" = 600'

LAKE FORT SMITH WATER TRANSMISSION LINE - EASEMENT

February 26, 2014

TO: Members of the Board of Directors
Members of the Housing Assistance Board

RE: Appointments:

The terms of Karen Wuthrich, Jim Harris and Sara Edmiston of the Housing Assistance Board will expire April 30, 2014. In accordance with Ordinance No. 2926 applications for these prospective vacancies are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on March 26th, 2014. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

Ray Gosack

Ray Gosack
City Administrator

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

Printed on 100% Recycled Paper

The City of Fort Smith ARKANSAS

February 26, 2014

TO: Members of the Board of Directors
Members of the Planning Commission

RE: Appointments:

The terms of Michelle Hood, Vicki Newton and Thomas E. Howard Jr. of the Planning Commission will expire April 30, 2014. In accordance with Ordinance No. 2926 applications for these prospective vacancies are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on March 26th, 2014. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

Ray Gosack

Ray Gosack
City Administrator

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

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March 2014

March 2014

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2014

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 23 - Mar 1	**Feb 23**	**24**	**25**	**26**	**27**	**28**	**Mar 1**
Mar 2 - 8	**2**	**3**	**4**	**5**	**6**	**7**	**8**
			11:30am Planning Com. S.S. (Creekmore) 6:00pm Bd. of Directors (FSM Public School Serv. Cntr.)		12:00pm Housing Asst. Bd. (Main Library) 12:00pm Transit Advisory Com. (6821 Jenny Lind 5:00pm Fire Station 11 De 6:00pm Historic Dist. Com.		
Mar 9 - 15	**9**	**10**	**11**	**12**	**13**	**14**	**15**
		11:00am Property Owners Appeal Bd. (623 Garrison Avenue)	12:00pm Bd. of Directors S.S. (Library) 5:30pm Planning Com. (Creekmore)	12:00pm Parks Com. (Creekmore)	12:00pm Oak Cemetery Com. (Creekmore)		
Mar 16 - 22	**16**	**17**	**18**	**19**	**20**	**21**	**22**
			12:00pm Bd. of Directors S.S. (Library) 6:00pm Library Bd. of Trustees (FSM Public School Serv. Cntr.)				
Mar 23 - 29	**23**	**24**	**25**	**26**	**27**	**28**	**29**
			12:00pm NO STUDY SESSION (Library) 4:00pm A & P Com. (Miss Laura's) 5:30pm Airport Com. (Airport Adm. Conf. Rm.		11:30am Housing Authority Com. (Beckman Cntr.) 5:30pm Historic District S.S. (220 North 7 Street)		
Mar 30 - Apr 5	**30**	**31**	**Apr 1**	**2**	**3**	**4**	**5**