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
October 21, 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 OCTOBER 7, 2014 REGULAR MEETING

ITEMS OF BUSINESS:

1. Resolution authorizing the Mayor to execute a consulting and pre-opening development agreement with American Resort Management, LLC for the aquatics center at Ben Geren Regional Park *($88,000.00 / Parks Department / Budgeted - 1/8% Sales and Use Tax)*

2. Public hearing and resolution approving the issuance of Health and Educational Facilities Authority of the State of Missouri Health Facilities Revenue Bonds

3. 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 *(2400 North 29th Street)*

4. Consent Agenda

A. Resolution granting a temporary revocable license for the placement of a monument sign within a water line easement and authorizing the Mayor to execute agreement *(St. Edward Mercy Health System, Inc. – 3501 W.E. Knight Drive)*

B. Resolution authorizing a time extension for the construction of Drainage Improvements, Project No. 12-06-A *(151 days)*

C. Resolution accepting completion of and authorizing final payment for the construction of Drainage Improvements, Project No. 12-06-A *($6,449.27 / Engineering Department / Budgeted – Sales Tax Program)*

D. Resolution authorizing Change Order No. 1 with Goodwin & Goodwin, Inc. for the Massard Interceptor Access Improvements *($6,692.50 / Utility Department / Budgeted – 2012 Sales Tax 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

EXECUTIVE SESSION

Appointments: Internal Auditor, Mechanical Board of Adjustments and Appeals (1) & Parks and Recreation Commission (1)

5. Resolution confirming the appointment of an internal auditor for the City of Fort Smith

ADJOURN

1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING AND PRE-OPENING DEVELOPMENT AGREEMENT WITH AMERICAN RESORT MANAGEMENT LLC FOR THE AQUATIC CENTER AT BEN GEREN REGIONAL PARK

_____

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

The Mayor is hereby authorized to execute a Consulting and Pre-Opening Development Agreement with American Resort Management, LLC for the aquatics center at Ben Geren Regional Park. The Consulting and Pre-Opening Development Agreement will be for an amount of $88,000.00 shared equitably between the County and the City.

This Resolution adopted this _____ day of October, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____npr

Memo:

October 17, 2014

To: Ray Gosack, City Administrator
From: Mike Alsup, Director of Parks and Recreation Mike Alsup
Re: Ben Geren Aquatic Center, Consulting and Pre-Opening Development Agreement with American Resort Management, Leisure

Ben Geren Aquatic Center is a collaborative project with the City of Fort Smith and Sebastian County. The project is under construction and is proceeding well. It is on schedule at this time for opening Memorial Day weekend, 2015.

It was decided that the best method of managing this facility was through a management company that is experienced and specializes in aquatic facility operations. A Request for Qualifications (RFQ) was advertised, and Parks Department staff sent the RFQ to management companies who are members of the World Waterpark Association and others found in an internet search. Three (3) companies responded to the RFQ; all of the responding companies are well qualified with much experience. American Resort Management (ARM), Amusement Aquatic Management Group, and USA Management are the responding companies.

County and City Administration interviewed and evaluated the companies based on the RFQ, the interview, additional information supplied, and references. All of the companies are well qualified, have much experience, and had good references. ARM is recommended because of their strength in customer service and emphasis on creating a positive employee to guest experience as one would expect in a well-run theme park or resort hotel. Their staff training is designed to promote this type of positive interaction.

The long term success of the aquatic center will rely on many factors. We are building an exceptional facility which is anticipated to provide a short term success. Long term success will be achieved as patrons know that a safe and clean environment is present every time they visit. Emphasizing an exceptional guest experience through extraordinary customer service with outstanding interaction between guests and staff is a key component of the long term success at Ben Geren Aquatic Center as we stand out and above other aquatic experiences. It is believed that ARM will provide this level of customer service.

ARM's Consulting and Pre-Opening Development Agreement will move the City and County toward approval of the Management Agreement to operate the facility. It is recommended that the Management Agreement be approved at a later date when the budget and fee structure have been developed and submitted for approval of the Board of Directors and Quorum Court. This is expected by the first of the year. Through the consulting process, we will receive guidance on the organization and operation of the park. A business plan, sales and marketing plan, operational budget, fee structure, concessions menu and operation, and Standard Operating Procedures for all aspects of the park will be provided within this agreement.

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

Attachment

Consulting and Pre-Opening Development Agreement

This Agreement made and entered into this 21 day of October, 2014, by and between American Resort Management, LLC, hereinafter ARM, and Sebastian County, Arkansas and City of Fort Smith, Arkansas, Arkansas municipal entities hereinafter jointly referred to as the Owners. ARM and the Owners are sometimes referred to collectively as the "Parties."

WHEREAS, the Parties desire to enter into this Agreement for the purpose of ARM providing consulting services to the Owners in the development of an outdoor water park (the "Project");

WHEREAS, the Owners recognize that ARM does not provide architectural, engineering, technical or other professional services requiring a license or permit, and, likewise, ARM shall not act as a general contractor or project manager for the purpose of performing or managing construction work on the Project;

NOW, THEREFORE, in exchange of the mutual undertakings set forth in this Agreement, which the Parties acknowledge to be good, valuable and sufficient to support their respective undertakings under the Agreement, it is agreed as follows:

1. ARM shall perform the consulting duties and functions described in this Agreement commencing on the date of execution of the Agreement and continuing for a period ending thirty (30) days subsequent to the public opening of the Project, which the Parties currently anticipate to occur on or about May 23, 2015. The Parties acknowledge that circumstances might warrant a time extension, and the Parties agree to discuss and jointly determine whether there should be a time extension to this Agreement in the future and, if so, agree to place in writing the extension, the duties to be performed during the extended time and the compensation to be paid for the extended duties.

2. For the duties described in paragraph 3 and otherwise in this Agreement, the Owners agree to pay a consideration to ARM in the amount of $88,000.00 subject to the following conditions.

a. Any travel related expenses of representatives of ARM incurred after written notice to the Owners will be billed to the Owners and paid by the Owners based on the actual incurred cost demonstrated by appropriate invoices or other payment records;

b. Within 30 days of full execution of this Agreement, the Owners shall make a $15,000.00 deposit payment to ARM, which deposit payment shall be applied against the total contract fee of $88,000.00.

c. On a monthly basis thereafter, ARM shall bill the Owners and the Owners shall pay a pro rata monthly part of the remaining contract fee ($88,000.00 less $15,000.00 = $73,000.00), based upon the anticipated eight (8) monthly periods in which services will be provided. Each monthly payment shall be paid by the Owners within fifteen (15) days of receipt of the monthly billing from ARM.

d. If the Owners entered into a comprehensive management agreement with ARM prior to January 30, 2015, the Owners shall be entitled to a twenty percent (20%) reduction in the consulting fee of $88,000.00. The parties will discuss appropriate payment reductions or rebates as is necessary depending on the remaining contract sum due at the time of entry into the Project management agreement.

3. ARM shall use its best efforts and provide, in good faith and in accordance with accepted industry standards, the following consulting services with reference to the Project:

Administrative and General

1.) Communication – Consultant will make sure key members of ARM staff are available as needed. Phone communications to key members of ARM is 24 hours a day. Emails are addressed and answered with sensitivity to time as called for or speculated. Scheduling of conference calls and site

visits will be scheduled with as advance notice as possible but Consultant commits to making necessary arrangements as needed.

Communication is Key to a successful relationship between Consultant and Client. Consultant will participate in any routine communications as requested and at a minimum will produce a weekly update advising on status of Consultants efforts.

2.) Develop multi-year financial projections. Consultant will work with designated CFO/Accounting department to provide guidance and assist in producing financial projections for Water Park (to include other ancillary revenue centers).

Within the financial projections that will be provided by the consultant will be projected operating costs. All financial projections will be supported by narrative(s) describing/demonstrating the calculations, formulas and theories used regarding same.

3.) Assist with the development, and or refinement of chart of accounts and Profit and Loss format regarding the addition of new revenue centers.

4.) Develop and deliver to ownership:

a. Organizational Charts –Consultant will develop and submit for approval organizational structure starting at senior management level to include recommendations for all areas under consultant review (Water Park, Food & Beverage, Reservation Center, Sales & Marketing, concessions).
    i. Along with the organizational chart structure consultant will provide recommendations for timing in staffing the organizational chart.
b. Senior Management / Key Personnel – Consultant will search, recruit and prescreen candidates for key positions including: (titles of positions/actual positions will based upon approved Organizational Chart) Park Manager, Aquatics Manager, Director of Engineering, Director of Food and Beverage and or other positions as determined. Consultant will follow procedures agreed to with Client regarding all steps of the process. CLIENT HAS SHARED FINAL APPROVAL. Consultant will provide documentation to entire process.
c. Additional HR Activities – The following tasks / functions are recapped here but may additionally be listed under each department:
    i. Job Descriptions – Consultant will provide job descriptions for each new position created from water park development.
    ii. Training Guidelines/Checklists – Provide training guidelines & checklists for any positions that have been newly created.
    iii. Advise on working with aquatic life safety – Consultant will work with HR department to develop policies and procedures for hiring life guards including reviewing employee handbook, minor tracking etc….

5.) Consultant will develop initial Business Plan and Sales and Marketing Plan(s) for the Project.

6.) Consultant will be on site as required throughout engagement. As needed, Consultant may bring additional staff during the time of large staff training or during the "launch" of the Water Park. Consultant will have representation on site for up to seven (7) days after opening. Additional days of operational assistance and line level support are available at an additional cost. After the seven days of on-site post opening coverage consultant will be available as needed to discuss park operations for up to 30 days post opening.

DEPARTMENTAL SERVICES RECAP:

Review and Consultation, Aquatic Areas

Duties of Consultant

1.) Review and analyze plans for the facility. Provide comments regarding any concerns regarding same and propose operational "solutions".

2.) Draft Performance Projections (See Administrative and General)

3.) Package and pricing – Provide recommendation for packaging and pricing for water park components as well as participate in general discussions regarding packaging and pricing with other attractions and area lodging.

4.) Review attraction locations, capacity, traffic flow, public space layout, safety and security and guest access points. Develop operational strategies and discuss with Client regarding impact on financial projections.

5.) Review architectural design plans for back of house functionality and storage. Provide feedback on space and accommodations proposed for the money room, proportionate ratio of storage space, sales and marketing staff and management offices.

6.) Analyze accommodations for citizens with disabilities.

7.) Participate in discussions regarding thematic designs making recommendations as to functionality and its effects on the overall guest experience as well as potential operating costs.

8.) If requested, assist in the procurement FF& E for the aquatics floor and public spaces.

9.) Discuss and review with engineer, mechanical engineering specifications in regards to the filtration and other mechanical systems analyze projected economical impact.

10.) Discuss review with engineer proposed attraction plumbing schematics ensuring a redundancy system for ease of serviceability and to minimize attraction down time.

11.) Review all proposed control systems using historical performance as a benchmark in any necessary discussions with relevant vendors etc...

12.) Consultant to work with owner, engineers and others to develop preventative and routine maintenance programs as well as develop strategies to maximize life cycles of all equipment.

13.) Review proposed mix and placement of revenue centers including lockers, kiosks, food and beverage, retail etc.

14.) Identify and make recommendations as to revenue centers having a high level of profitability and guest satisfaction making sure demographics and operational functionality are considered.

15.) Review gate admission areas from a safety, security and loss control standpoint.

16.) Analyze the guest experience in regards to traffic flow and control.

17.) Review and make recommendations regarding Information Technology (I.T.), Point of Sale (POS) and telecommunication systems, appropriate space and environmental is created for computer servers as

well as to cabling needs for current configuration as well as for future expansion. Recommendations will also be made regarding proposed fire and security panels including monitoring contracts.

18.) Provide written reports and comments after reviewing each set of prints and other documents.

19.) Keep open lines of communication with the architects and contractors.

20.) Make regular site visits and attend project meetings as requested during the term of the contract.

Aquatics Operations Development

Duties of Consultant

1.) During the park operations development phase we focus our efforts on pre-opening activities of the aquatics and public space areas.

2.) Efforts include the development and staffing of aquatics areas, including coordination of certification of life safety systems.

3.) Develop operational strategies based on volumes for all attractions and operational areas of Water Park / Food and Beverage, Retail etc…

4.) Implementation of Aquatics safety program.

5.) Recruitment and prescreening of key management positions and key staff.

6.) Creation and implementation of guest service experiences training programs.

7.) Design of zone validation and verification of insurance/regulatory requirements.

8.) Assist in development of all Orientation and training programs for all operational area(s).

9.) Implementation of I.T. systems and P.O.S. systems.

10.) Writing of all operational policies and procedures specific to the needs of your development.

11.) Creation of operational S.O.P.

12.) Assist as requested in the development of signage package for aquatic and public space areas.

13.) Development of all cash control and reporting procedures.

14.) Assist the HR department in the creation of Water Park Associate Handbook.

15.) Provide Initial training of all water park, concession and other management staff.

16.) Assist in the commissioning and trial periods of all attractions.

17.) Establish operating standards for all mechanical areas.

18.) Set-up accounting procedures & financial reporting standards for onsite staff.

19.) Work with owner's risk department in developing necessary reports and information needed to obtain required insurance.

20.) Available for regular site visits as needed during the term of the contract.

SALES AND MARKETING

Duties of Consultant

1.) Propose and develop Sales and Marketing team and organizational structure. Make recommendations and provide suggested organizational chart and job descriptions/scope of responsibility for positions within.

2.) Develop Sales and Marketing plan, submit for approval and assist on site team with implementation.

3.) Assist in developing all goals and standards for Sales staff members including reporting standards for same.

4.) Assist in the pre-opening coordination of a marketing campaign developing budget and placement of advertising.

5.) Assist in creating an advertising campaign to appeal to targeted demographics and that promotes the theme of the water park.

6.) Assist with recruiting and prescreening for an agreed upon sales staff based on the size and direction of the water park and assist with targeting key accounts and high impact audiences.

7.) Assist as requested with selection and be the owner's representative to the Ad Agency, facilitating all pre-opening buys, coordination of media placement, planning the Opening Gala, solicit and recruit, when possible, free publicity.

8.) Identify and recommend sources of "most impact advertising".

9.) Develop S.O.P. Manuals for the sales and marketing office.

10.) Develop strategy and assist in securing corporate sponsorships and make recommendations regarding long term sponsorship goals.

11.) Assist as requested in developing logos and collateral graphic materials (we can provide full graphic development for an additional fee).

12.) Assist in website design (we can provide full website design services and Hosting for an additional fee).

Retail Consultation and Development Aquatic Area Only

Duties of Consultant

1.) Analyze site plans for retail space(s).

2.) Make recommendations for additional revenue center opportunities

3.) Produce to scale Plan-O-Grams that detail the traffic flow and merchandise equipment required in the operation of the retail space(s).

4.) Develop budget for suggested merchandising equipment.

5.) Assist in procuring equipment.

6.) Make recommendations regarding required I.T. / P.O.S. systems.

7.) Assist in the installation of I.T. / P.O.S. systems.

8.) Determine the most suitable and profitable merchandise to sell.

9.) Establish contacts with wholesale vendors.

10.) Develop par levels and ordering guides for all merchandise

11.) Develop and write a procedural S.O.P.

12.) Recruit, hire and train key staff members and assist with general staffing.

13.) Produce staffing and labor guidelines.

14.) Provide pricing suggestions that achieve desired gross profit margins.

15.) Assist in initial retail location(s) set up and stocking,

16.) Develop accounting and reporting standards.

Aquatic Food and Beverage Consultation and Development

Duties of Consultant

17.) Analyze site plans for food and beverage space(s).

18.) Make recommendations for additional revenue center opportunities.

19.) Assist in producing menu(s) that deliver a variety of quality offerings to the resort guests.

20.) Review and make comments regarding kitchen and equipment layouts.

21.) Review and make suggestions regarding budget for suggested equipment, F.F. & E. and small wares.

22.) Assist as requested in procuring equipment.

23.) Assist in setting up required I.T. / P.O.S. systems.

24.) Determine the most suitable and profitable items to sell.

25.) Assist in developing par levels and ordering guides for all ingredients.

26.) Review existing or assist in development of recipe cards and theoretical food and beverage costs.

27.) Review existing and or develop and procedural S.O.P.

28.) Recruit, prescreen and train key staff members and assist with general staffing.

29.) Assist HR in produce staffing and labor guidelines.

30.) Provide pricing suggestions that achieve desired gross profit margin.

31.) Assist in initial food and beverage location(s) set up and stocking,

32.) Assist in modifying or develop accounting and reporting standards.

4. Merger. All the negotiations regarding the Project 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.

5. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

6. Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the parties to this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Owner and Manager have executed this Agreement effective as of the Effective Date.

AMERICAN RESORT MANAGEMENT, LLC

Date: _____ By:_____
Richard Coleman, Senior Vice President
of Development and Operations

SEBASTIAN COUNTY, ARKANSAS

Date: _____ By:_____
David Hudson, County Judge

CITY OF FORT SMITH, ARKANSAS

Date: _____ By:_____
Sandy Sanders, Mayor

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ISSUANCE OF THE HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF THE STATE OF MISSOURI HEALTH FACILITIES REVENUE BONDS

WHEREAS, the Health and Educational Facilities Authority of the State of Missouri (the "Authority") has represented that it is authorized by Chapter 360 of the Revised Statutes of the State of Missouri to issue bonds the interest on which is tax-exempt in order to finance certain educational and health facilities both within and outside of the State of Missouri; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that, in order for the interest on such bonds to be tax-exempt, a properly-noticed public hearing with respect to the issuance of such bonds and the facilities to be financed or refinanced thereby be held in the jurisdiction in which the facilities being financed or refinanced are located and that approval be provided by the governing body or the chief elected representative of such jurisdiction; and

WHEREAS, the Authority intends to issue one or more series of its Health Facilities Revenue Bonds (Mercy Health) in a principal amount not to exceed $400,000,000 (the “Bonds”), and to loan the proceeds thereof to or for the benefit of Mercy Health, a Missouri nonprofit corporation, and its affiliates (collectively, “Mercy Health”), to finance, refinance, and reimburse the costs of health care facilities to be owned and operated by Mercy Health; and

WHEREAS, Mercy Health may use sale proceeds of the Bonds in an amount not to exceed $50,000,000 to pay or reimburse the costs of the acquisition, construction, renovation, installation and equipping of an orthopedic hospital, two primary care clinics, existing medical office buildings and additional capital improvements to health care facilities to be owned and operated by Mercy Hospital Fort Smith Communities, an Arkansas nonprofit corporation and affiliate of Mercy Health, subject to all applicable development and building codes, ordinances and approvals of the City of Ft. Smith (the “City”) with respect to construction projects in the City; and

WHEREAS, the Authority has requested the City to provide “Host Approval” under Section 147(f) of the Internal Revenue Code in connection with the use of the sale proceeds of the Bonds in the City; and

WHEREAS, the City has been assured that there will be no financial liability accruing to the City as a result of such approval and that this approval shall constitute approval solely for the purpose of permitting Mercy Health to proceed with the use of the sale proceeds of the Bonds in the City; and

WHEREAS, pursuant to the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), Mercy Health provided for the publication of notice of an open public hearing to permit the public to comment on the proposed use of the sale proceeds of the Bonds; and

WHEREAS, the notice was published on October 1, 2014, in the *Times Record*, the official newspaper of the City, which publication date is more than 14 days prior to today's date; and

WHEREAS, on today's date, the Board of Directors held an open public hearing permitting the public to comment on the proposed use of the sale proceeds of the Bonds;

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

The use by Mercy Health of the sale proceeds of the Bonds in the City as described in the notice of public hearing is hereby approved.

This Resolution passed this _____ day of _____, 2014.

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM

October 16, 2014

TO: Mayor and Board of Directors

FROM : Ray Gosack, City Administrator

SUBJECT: Mercy Health Projects

Mercy Health would like to finance some of its Fort Smith projects with proceeds from the issuance of tax-exempt bonds. The IRS requires that Mercy conduct a public hearing in Fort Smith and obtain approval prior to using bond proceeds to finance projects located in Fort Smith.

The purpose of the hearing is to give the public an opportunity to comment on Mercy's Fort Smith projects that will benefit from the issuance of the tax-exempt bonds. The Fort Smith projects include the orthopedic hospital on South 79th St., two primary care clinics, and existing medical office buildings. At the conclusion of the public hearing, Mercy will seek a resolution of approval from the city board to use the proceeds from the bond issuance for the Mercy projects in Fort Smith. The city isn't the issuer of the bonds, and is in no way liable for repayment of the bonds. The Missouri Health and Educational Facilities Authority is the issuer and Mercy Health is the borrower.

The public hearing and consideration of the resolution are scheduled for the October 21st board meeting. Attached is a letter which further explains the request. An attorney representing Mercy will be present at the board meeting to provide information and answer questions. In the meantime, please let me know if there's any questions or a need for more information.

Attachments

MISSOURI HEALTH AND EDUCATIONAL FACILITIES AUTHORITY

15450 S. OUTER FORTY ROAD
SUITE 230
CHESTERFIELD, MO 63017-2062

(636) 519-0700 phone
(636) 519-0792 fax

October 6, 2014

Mr. Ray Gosack, City Administrator
City of Fort Smith
P.O. Box 1908
Fort Smith, Arkansas 72902

Re: Request for Host Jurisdiction Public Hearing and Approval Under Section 147(f) of the Internal Revenue Code Regarding Tax-Exempt Bonds for Mercy Health

Dear Mr. Gosack:

The Missouri Health and Educational Facilities Authority (the "Missouri Authority") requests your assistance in providing "Host Approval" under Section 147(f) of the Internal Revenue Code in connection with the issuance of tax-exempt health facilities revenue bonds pursuant to Chapter 360 of the Revised Statutes of Missouri (the "Act") on behalf of Mercy Health, a Missouri nonprofit corporation headquartered in St. Louis, Missouri (the "Borrower"). The Missouri Authority is authorized by the Act to finance facilities for health care systems outside as well as inside the State of Missouri if the system maintains a national or regional headquarters in Missouri. The Borrower has advised the Missouri Authority that proceeds of the bonds in an amount not to exceed $50,000,000 initially may be used to finance health care facilities for Mercy Health Fort Smith Communities, an affiliate of the Borrower located in the City of Fort Smith, Arkansas (the "City').

Section 147(f) of the Internal Revenue Code requires that the Missouri Authority, as issuer of the bonds, obtain the approval of the governing body or chief elected representative of each state or local government jurisdiction in which the financed facilities are to be located following a public hearing by an authorized representative of the state or local jurisdiction. Accordingly, the Missouri Authority requests your assistance in this financing by conducting the public hearing and obtaining the host jurisdiction approval in accordance with the requirements of Section 147(f) of the Internal Revenue Code.

Enclosed is a copy, prepared by bond counsel, of the proposed Notice of Public Hearing that was published in the *Times Record* at least 14 days before the hearing date and a Resolution of the Board of Directors of the City approving the use of a portion of the proceeds of the bonds for capital projects located in the City. This approval does not impose any liability on the City, or in any way involve the City in the issuance of the bonds or the proposed project, but is an accommodation by the City to satisfy the requirements of the Internal Revenue Code.

I appreciate your assistance in this matter on behalf of the Missouri Authority and the Borrower. If I can answer any questions or provide any additional information please call me at (636) 519-0700.

Very truly yours,

Michael J. Stanard
Executive Director

cc: Tracy Shafton
Meghan McKernan
Jill Grimsley Drewyor
Stephanie King

3

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: **2400 NORTH 29TH STREET - LOT 8, BLOCK 1; MCLOUDS 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:

_____

Publish One Time

MEMORANDUM

Building Safety Division

TO: Ray Gosack, City Administrator

FROM: Jimmie Deer, Building Official

DATE: October 10, 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:

2400 N. 29th Street – Lot 8, Block 1; Mclouds Addition

Owners: Bobby White
2400 N. 29th Street
Fort Smith, AR 72904

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.

2400 N. 29th Street – The water was turned off March, 2006. Spoke with mark Jones son of Bobby White and he stated that he did not have funds to demolish the structure and for City to continue the unsafe action. Due to the condition of the structure and failure of the owners to repair the damaged structure unsafe notices were sent out on September 10, 2014 and were signed for on September 17, 2014 by Mark Jones. 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.

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2014/10/15

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2014/10/15

THIS BUILDING
IS UNSAFE
THIS NOTICE SHALL REMAIN UNTIL THE REQUIRED
REPAIRS ARE MADE OR DEMOLITION IS COMPLETED.
8-12-14
R Roth
Post & Take Pics
2014/09/11

2014/09/11

2014/08/12

2014/08/12

2014/08/12

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2014/08/12

2014/08/12

2014/08/12

4A.

RESOLUTION NO. _____

A RESOLUTION GRANTING A TEMPORARY REVOCABLE LICENSE FOR THE PLACEMENT OF A MONUMENT SIGN WITHIN A WATER LINE EASEMENT AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT

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

SECTION 1: A Temporary Revocable License is hereby granted to St. Edward Mercy Health System, Inc., its successors or assigns for the placement and maintenance of a monument sign within a water line easement as shown on Exhibit "A" and within the following described property:

Part of Lot A, Hillsboro Estate, an addition to the City of Fort Smith (filed for record February 22, 2008), Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the SW corner of said Lot A, at the right of way intersection of Phoenix Avenue and South 79th Street; thence N02°54'07"E along the west line of said Lot A, 7.42'; thence S87°05'53"E 13.47' to the Point of Beginning; thence S74°58'57"E 5.06'; thence S47°56'15"W 2.63'; thence N43°45'52"W 4.25' to the Point of Beginning, containing 5.6 square feet, more or less.

Also, commencing at said SW corner of Lot A; thence N02°54'07"E along the west line of said Lot A, 13.40'; thence S87°05'53"E 7.12' to the Point of Beginning, thence N44°06'30"E 4.37'; thence S02°54'07"W 6.00'; thence N43°45'52"W 3.96' to the Point of Beginning, containing 8.6 square feet more or less.

Containing a total of 14.2 square feet more or less.

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

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____ 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form

_____
No Publication Required

Memo

To: Ray Gosack, City Administrator

From: Wally Bailey, Director of Development Services

Date: October 15, 2014

Subject: Temporary Revocable License for the Placement of a Monument Sign within a Water Line Easement at South 79th Street and Phoenix Avenue (Mercy Orthopedic Hospital – 3501 W.E. Knight Drive)

Ryan Bader, Regional Director, on behalf of the Mercy Orthopedic Hospital at 3501 W.E. Knight Drive has requested a Temporary Revocable License to allow the placement of a monument sign in a water line easement at the corner of South 79th Street and Phoenix Avenue. The approximate 6' x 8' monument sign will be placed on an angle and encroach the water line easement 2.5 feet on one end of the sign and 3 feet on the other end. Please see Exhibits A and B, which show the location of the monument sign in relation to the water line easement and the sign facade.

The city's utility department reviewed the application and had no opposition to the request. Mr. Bader has agreed to the terms of the Temporary Revocable License and has executed the enclosed agreement. (See Exhibit C.)

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

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

Enc.

CITY OF FORT SMITH, ARKANSAS
REQUEST FOR TEMPORARY REVOCABLE LICENSE

APPLICATION:

Indicate one contact person for application: _____ Applicant __X__ Representative

Applicant (owner)

Name: Ryan Bader, Regional Director

Address: Mercy Planning, Design, & Const.
4200 W. Memorial Road, Suite. LL8A
Oklahoma City, OK 73120

Telephone Number: 405-752-3533

E-Mail: Ryan.Bader@Mercy.net

Representative (engineer, attorney, realtor, etc)

Name: Barry K. McCormick, P.E.

Address: Hawkins-Weir Engineers, Inc.
P.O. Box 648
Van Buren, AR 72957

Telephone Number: 479-474-1227

E-Mail: Barry.Mccormick@hawkins-weir.com

Site Address/Location: Mercy Orthopedic Hospital, 3501 W.E. Knight Drive
Fort Smith, AR 72903

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

Reason for Request: Proposed Monument Sign 17 will encroach into existing waterline easement at the corner of South 79th Street and Phoenix Avenue.

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

Name: (printed) Ryan Bader, Mercy Regional Director, West Region

Signature: _____ Date: 10/8/14

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

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

AUTHORIZATION OF AGENT

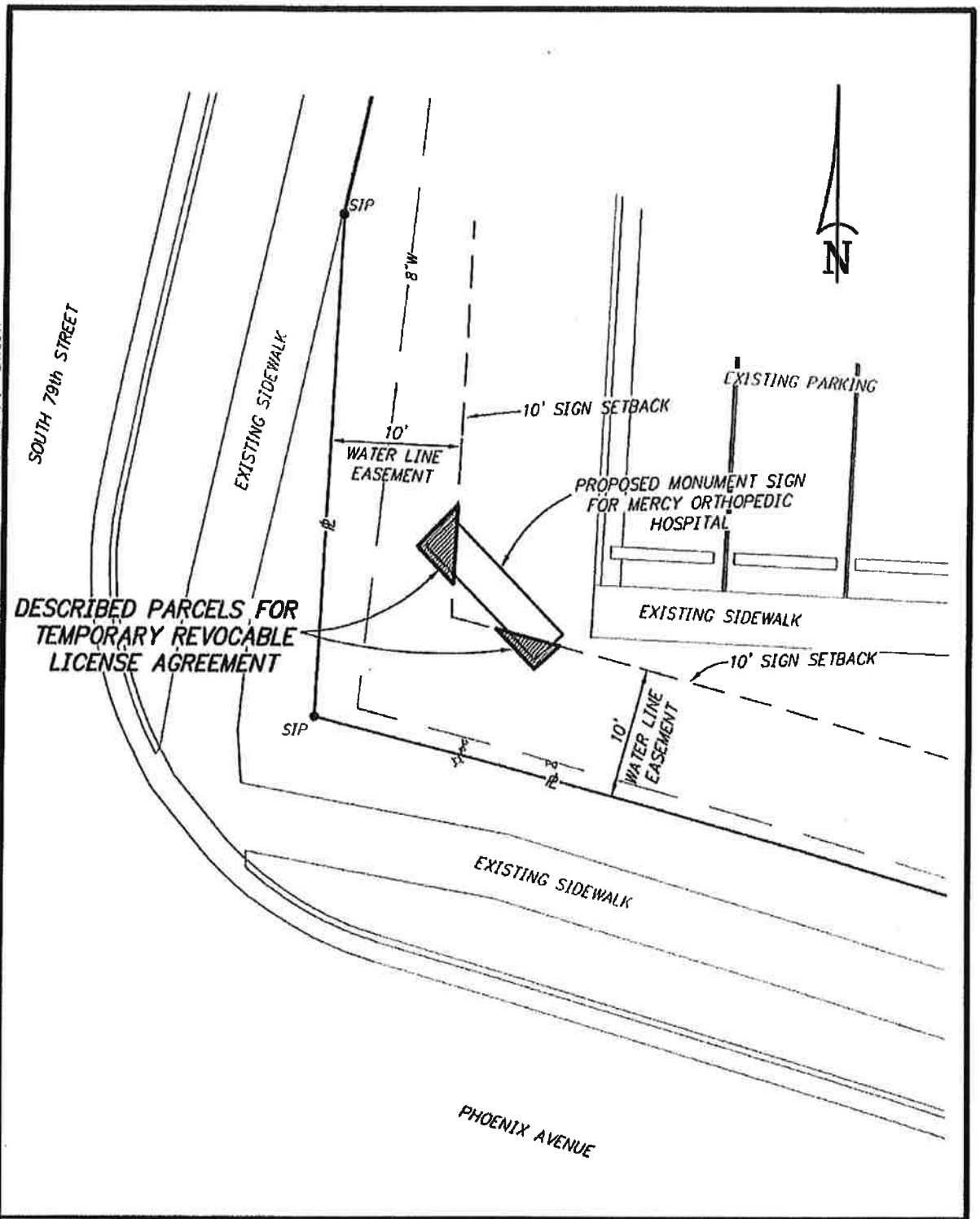
If an agent is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, authorize Hawkins-Weir Engineers, Inc. to act as our agent.
(Print Name of Agent)

(Type or clearly print)

NAME & ADDRESS OF ALL OWNERS.	SIGNATURE OF ALL OWNERS.
1. Ryan Bader, Mercy Regional Director	
2.	
3.	
4.	

Exhibit A



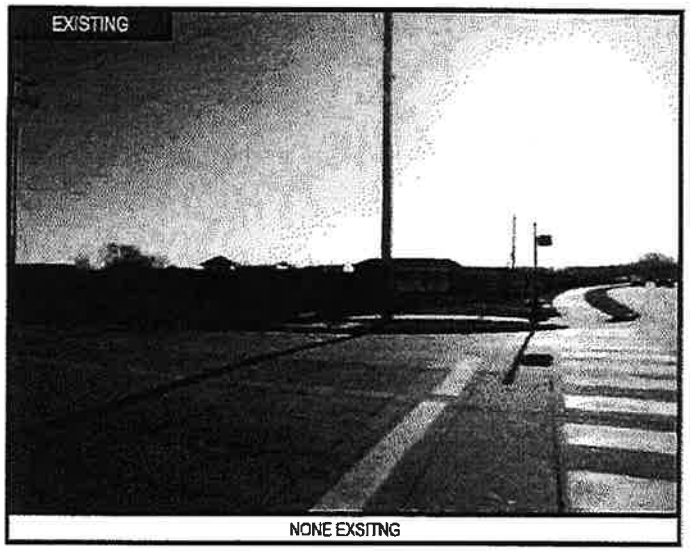
U:\DRAWINGS\PROJECTS\2014\2014071 MERCY ORTHOPEDIC SIGN VARIANCE\EXHIBIT REVOCABLE LICENSE.DWG, 10/9/2014 7:41 AM, STEVE HENDRIX, LAYOUT1

HAWKINS•WEIR ENGINEERS, INC.

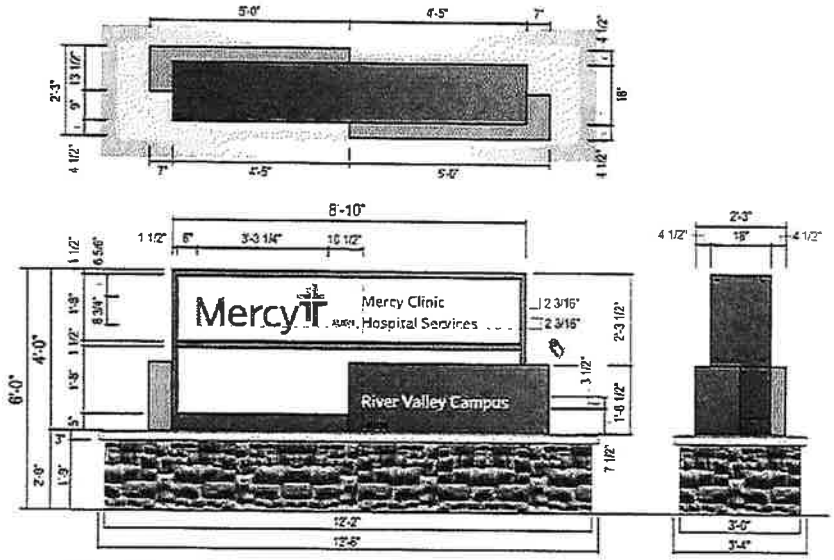
110 South 7th Street • Van Buren, Arkansas 72956 • (479) 474-1227
211 Natural Resources Drive • Little Rock, Arkansas 72205 • (501) 374-4846
www.hawkins-weir.com

FORT SMITH, ARKANSAS
SITE EXHIBIT FOR TEMPORARY REVOCABLE LICENSE
LOT A, HILLSBORO ESTATE
FOR: MERCY ORTHOPEDIC HOSPITAL

DATE: 10/08/14	SCALE: 1"= 10'	JOB NO. 2014071



SIGN 17



CUSTOM B2 4'-0" MONUMENT @ 6'-0" OAH

Qty. 1

STONE BASE TO MATCH BUILDING FACADE.

INTERNAL ILLUMINATION IS NOT ALLOWED PER CODE, SIGN WILL NEED TO BE EXTERNALLY ILLUMINATED.

Mercy

RECOMMENDATIONS

ADDRESS: 3501 W.E. Knight Drive
CITY/STATE: Ft. Smith, AR
ZIP: 72903

PROJECT #: 3702	SCALE: As Noted	Rev 1	TVS	03/25/13	Rev 8	JF	03/14/14	Rev 15	XXX	00/00/00
		Rev 2	TVS	05/01/13	Rev 9	JF	03/07/14	Rev 16	XXX	00/00/00
LOCATION #: 984	DRAWN BY: TVS	Rev 3	TVS	05/14/13	Rev 10	TI	05/16/14	Rev 17	XXX	00/00/00
		Rev 4	BV	05/14/13	Rev 11	CR	05/19/14	Rev 18	XXX	00/00/00
DATE 03/13/13	PAGE #: 20	Rev 5	KL	07/15/13	Rev 12	BV	06/30/14	Rev 19	XXX	00/00/00
		Rev 6	KL	07/18/13	Rev 13	KL	07/11/14	Rev 20	XXX	00/00/00
		Rev 7	ASP	07/25/13	Rev 14	BV	08/22/14	Rev 21	XXX	00/00/00

FILE PATH: Active-ACCOUNTS\M\Mercy Health System\L... ocations\Project 3702\3702, 984_Ft Smith, AR

ICON

Exhibit B

TEMPORARY REVOCABLE LICENSE AGREEMENT

SECTION 1: On _____ the Board of Directors passed Resolution No. _____ granting a temporary revocable license to St. Edward Mercy Health System, Inc., its successors or assigns, which, subject to the terms and conditions expressed in this Agreement, temporarily allows the placement and maintenance of a monument sign as shown on Exhibit "A" and Exhibit "B" within a water line easement and adjacent to South 79th Street and Phoenix Avenue and within the following described property:

Part of Lot A, Hillsboro Estate, an addition to the City of Fort Smith (filed for record February 22, 2008), Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the SW corner of said Lot A, at the right of way intersection of Phoenix Avenue and South 79th Street; thence N02°54'07"E along the west line of said Lot A, 7.42'; thence S87°05'53"E 13.47' to the Point of Beginning; thence S74°58'57"E 5.06'; thence S47°56'15"W 2.63'; thence N43°45'52"W 4.25' to the Point of Beginning, containing 5.6 square feet, more or less.

Also, commencing at said SW corner of Lot A; thence N02°54'07"E along the west line of said Lot A, 13.40'; thence S87°05'53"E 7.12' to the Point of Beginning, thence N44°06'30"E 4.37'; thence S02°54'07"W 6.00'; thence N43°45'52"W 3.96' to the Point of Beginning, containing 8.6 square feet more or less.

Containing a total of 14.2 square feet more or less.

Section 2: It is agreed that the City shall have no responsibility for the maintenance of the monument sign. If the monument sign is damaged in any manner, same shall be removed by the licensee, or any successor or assignee, at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) in a manner meeting the approval of the City Administrator. Additionally, at

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

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

In witness whereof, this document is executed this ____ day of _____, 2014.

CITY OF FORT SMITH, ARKANSAS

BY: _____

Sandy Sanders, Mayor of Fort Smith

Attest:

_____

City Clerk

ST. EDWARD MERCY HEALTH SYSTEM, INC.

BY: _____

RYAN BADER

REGIONAL DIRECTOR PLANNING, DESIGN AND CONSTRUCTION

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

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

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

_____

Notary Public

My Commission Expires:

_____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 14TH day of OCTOBER, 2014, before me, a Notary Public within and for the aforesaid county and state, duly commissioned and acting, appeared, RYAN BADER, to me personally well known as, or proven to be, the person whose name appears upon the within and foregoing document and stated that he is the REG. DIRECTOR PLANNING, DESIGN, CONSTRUCTION of St. Edward Mercy Health System, Inc. and is duly authorized to execute the foregoing conveyance for and on its behalf and he respectively acknowledged to me that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office as such Notary Public at the County and State aforesaid on this 14 day of OCTOBER 2014.

Notary Public

My Commission Expires:
06/13/16

NOTARY PUBLIC SEAL
DOUG SPEAKES
Notary Public
State of Oklahoma
Commission # 12006645 Expires 06/13/16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A TIME EXTENSION
FOR THE CONSTRUCTION OF
DRAINAGE IMPROVEMENTS
PROJECT NO. 12-06-A

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

SECTION 1: A time extension with N.E.C. Inc., Drainage Improvements, Project No. 12-06-A, which increases the contract time by 151 calendar days, is hereby approved.

This Resolution adopted this _____ day of October, 2014.

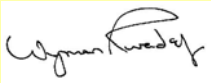
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____
No Publication Required

RESOLUTION NO. _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS
PROJECT NO. 12-06-A

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the Drainage Improvements, Project 12-06-A, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $6,449.27 to the contractor, N.E.C., Inc., for the Drainage Improvements, Project 12-06-A.

This resolution adopted this _____ day of October, 2014.

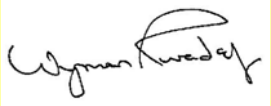
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____
No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

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

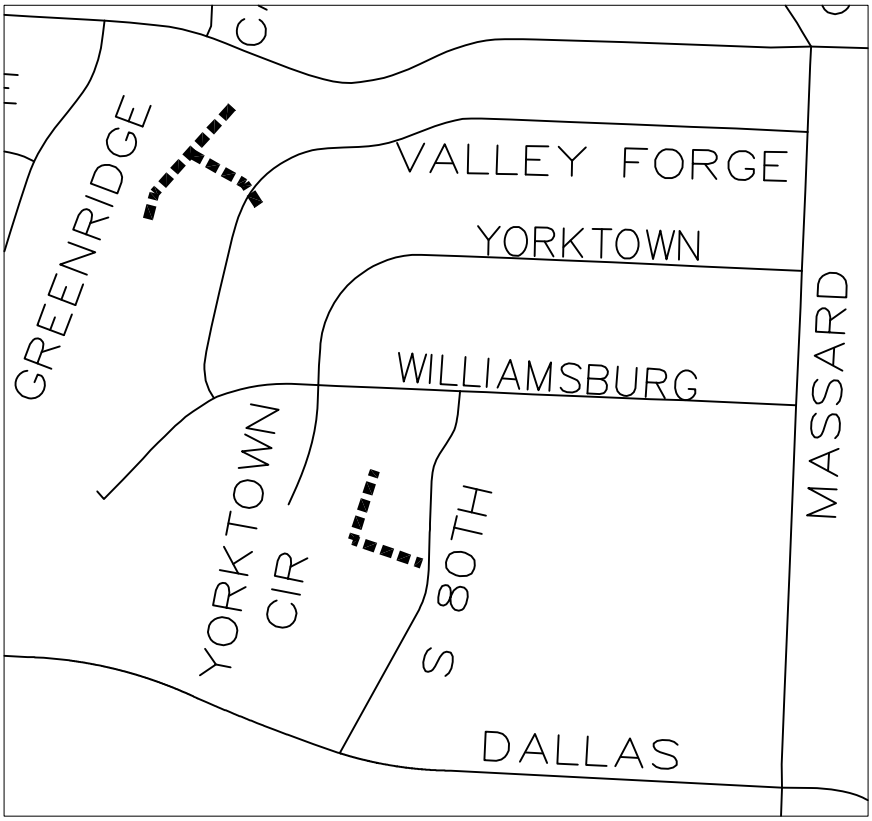
DATE: October 16, 2014

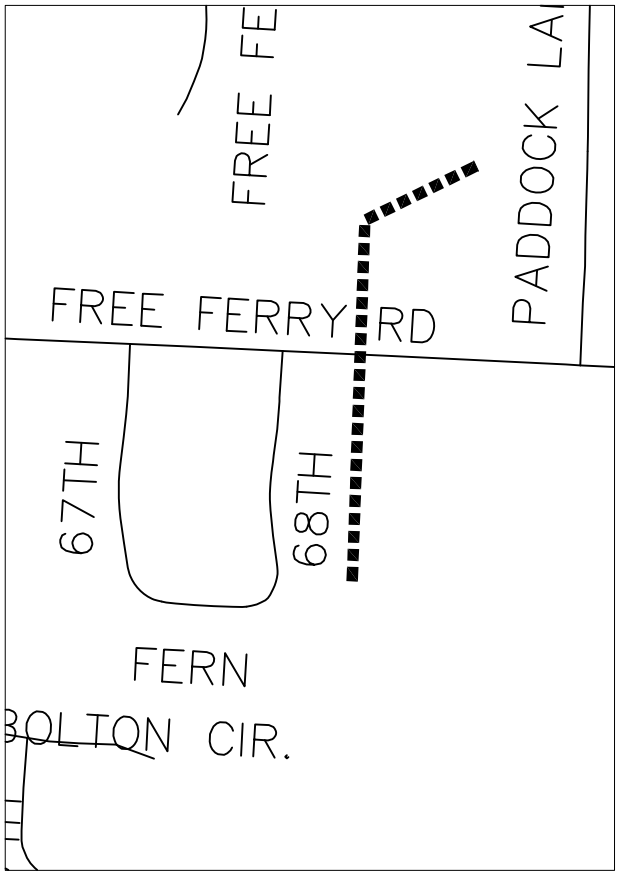
SUBJECT: Drainage Improvements
Project No. 12-06-A

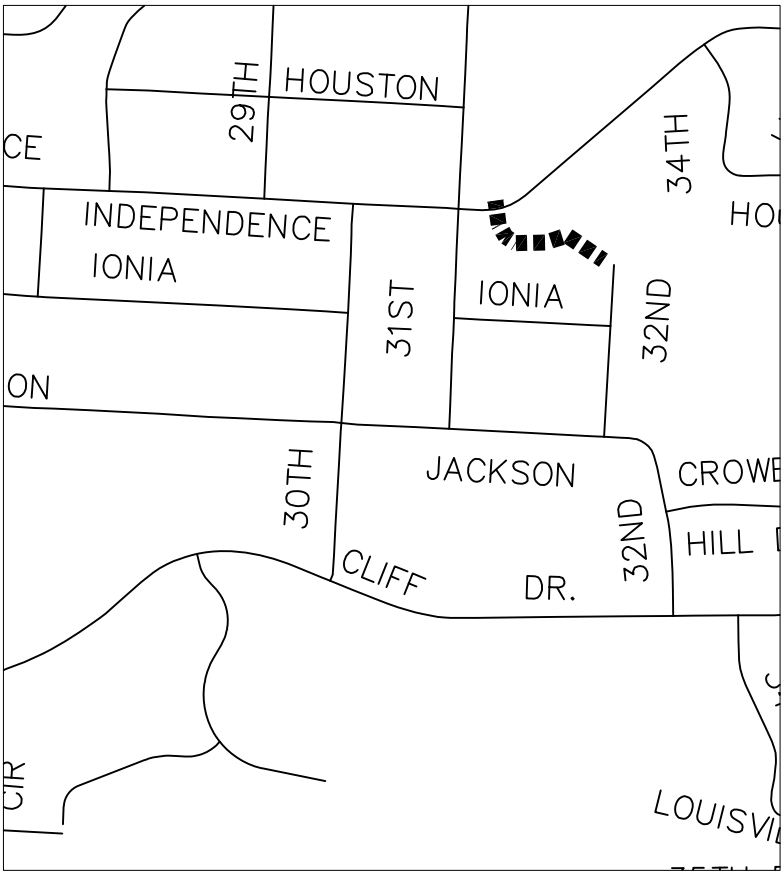
This project consisted of drainage improvements to reduce structure flooding that occurred during the heavy rains in spring 2011. The project included improvements in five areas: Free Ferry Lane, Valley Forge, South 80th Street, Free Ferry Road and Independence Street. The locations of the improvements are shown on the attached exhibit. A project summary sheet is also attached.

The project was substantially complete on July 28, 2014 which is 151 days beyond the February 27, 2014 contract completion date. The additional time beyond the contract completion date is due to weather delays, 85 days; franchise utility relocation delays, 45 days; and additional/field modified work items, 21 days.

Attached are Resolutions to authorize a time extension, accept the project as complete and authorize final payment to the contractor. I recommend that these Resolutions be accepted by the Board at the next regular meeting.







2012 CAPITAL IMPROVEMENTS PROGRAM

NEIGHBORHOOD DRAINAGE

The City of Fort Smith ARKANSAS

Project:	12-06-A
Date:	OCT. 2011
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2012\CIPALL 2012 PROJECTS.DWG 02/28/13-14:34 RBR 12-06-A

SUMMARY SHEET

City of Fort Smith			
Project Status	Complete	Project Name:	2012 Drainage Improvements
Today's Date:	10/7/2014	Project Number:	12-06-A
Staff contact name:	Stan Snodgrass	Consultant Engineer:	Atkins Engineering Co.
Staff contact phone:	784-2225	Project Contractor:	N.E.C., Inc.
Contract time (no of days):	270		
Notice to proceed issued:	6/3/2013		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$675,530.85	2/26/2013	2/27/2014
Contract Revisions:			
1			
2			
3			
Adjusted contract amount	$675,530.85		
Payments to date (as negative):	$600,120.34		
Amount of this payment	$6,449.27		
Contract balance remaining	$68,961.24		
Retainage held	0%		
Final payment	$6,449.27		
Amount under original as a percentage	10.2%		

Final Comments:

The project was substantially complete on July 28, 2014 which is 151 days beyond the February 27, 2014 contract completion date. The additional time beyond the contract completion date is due to weather delays, 85 days; franchise utility relocation delays, 45 days; and additional/field modified work items, 21 days.

RESOLUTION NO. _____ 4 D

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER
ONE WITH GOODWIN & GOODWIN, INC., FOR THE
MASSARD INTERCEPTOR ACCESS IMPROVEMENTS

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

Change Order Number One in the amount of $6,692.50 to the contract with Goodwin & Goodwin, Inc., for the Massard Interceptor Access Improvements, Project Number 13-03-C1, adjusting the contract amount to $204,252.50, and adding five calendar days to the contract completion time, is hereby approved.

This Resolution adopted this _____ day of October 2014.

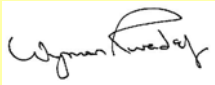
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** October 14, 2014

FROM: Steve Parke, Director of Utilities

SUBJECT: Massard Interceptor Access Road Improvements
Project Number 13-03-C1

On August 5, 2014, the Board authorized a contract with Goodwin & Goodwin, Inc., to construct an access road to allow city maintenance crews the ability to provide maintenance to a portion of the 48-inch interceptor sewer serving the Massard wastewater treatment plant. The route of the sewer crosses through a low-lying area of land along Massard Creek and the saturated soils not support equipment in addition to having become an overgrown thicket.

After the initial grading of the road in the area leaving the treatment plant grounds it was determined that the first 50 feet of gravel surface should be changed to a concrete drive to prevent the possibility of erosion due to storm water runoff from the adjacent area. Additionally, a sewer service line from the adjacent property was found to be much shallower than anticipated and had to be lowered. Goodwin & Goodwin has submitted a change order for this work in the amount of $6,692.50. The change order also adds five days to the contract due to delays due to rain events.

A Resolution approving Change Order Number One with Goodwin & Goodwin in the amount of $6,692.50, adjusting the contract amount to $204,252.50, and adding five days to the contract time is attached. A project summary is also attached for your review. Funds for this change order are available from the project budget made part of the 2012 sales and use tax bonds. It is my recommendation that this change order be approved.

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

attachment

pc: Jeff Dingman

Project status: under construction

Project name: Massard Interceptor Access Improvements

Today's date: October 14, 2014

Project number: 13-03-C1

Staff contact name: Steve Parke

Project engineer: Hawkins-Weir Engineers, Inc.

Staff contact phone: 784-2231

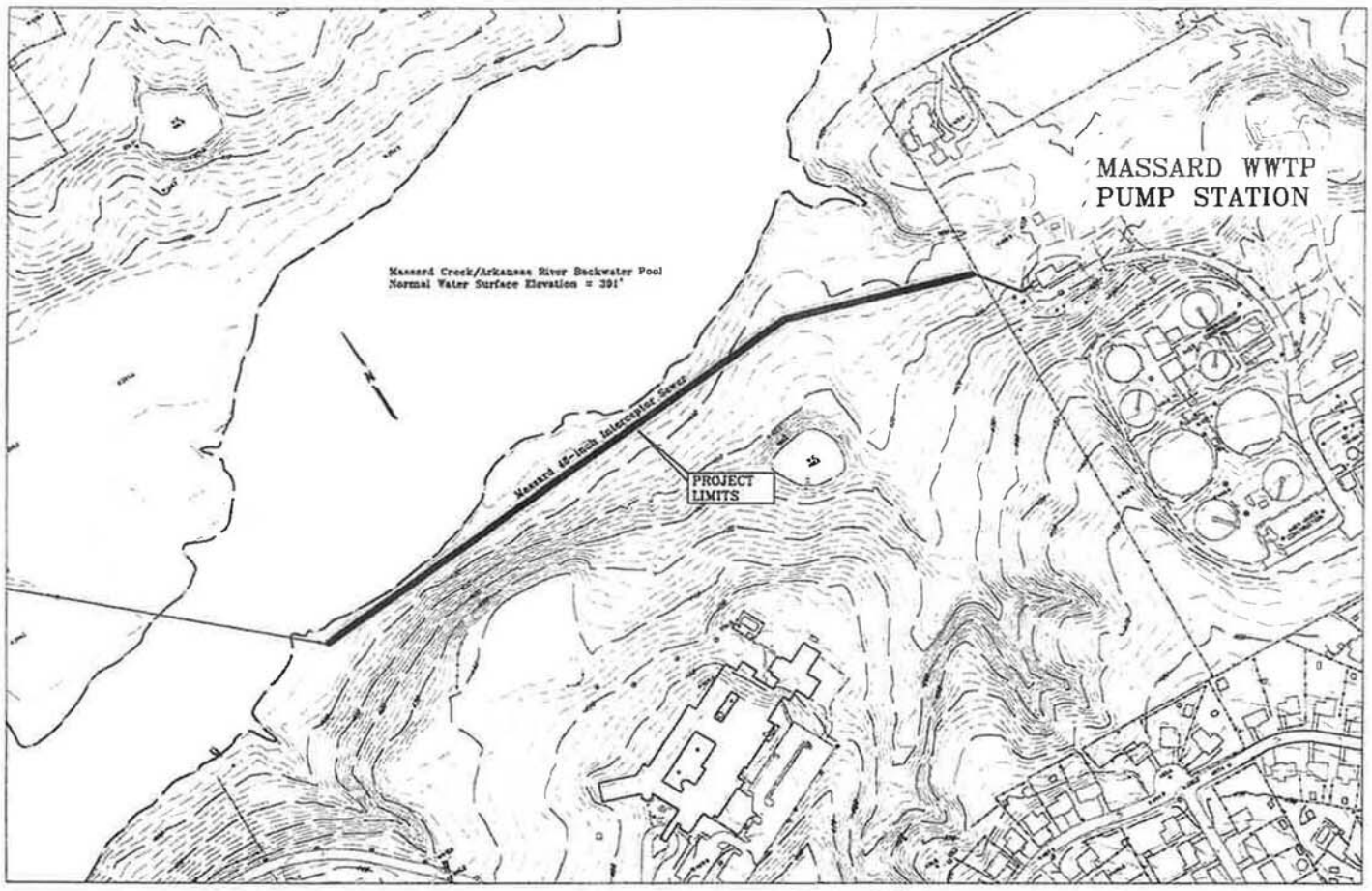
Project contractor: Goodwin & Goodwin, Inc.

Notice to proceed issued: August 25, 2014

Completion date: October 30, 2014

	Dollar Amount		Contract Time (Days)
Original contract	$ 197,560.00		60
Change orders:			
Change Order #1 pending	$ 6,692.50		5
Total change orders	$ 6,692.50		65
Adjusted contract amount:	$ 210,945.00		
Payments to date (as negative):	$ (118,322.50)	59.8%	
Amount of this payment			
Contract balance remaining	$ 92,622.50	43.5%	
Amount over original as a percentage	3.39%		

Final comment:



Massard Interceptor Access Improvements

Project 13-03

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: October 15, 2014

SUBJECT: Mechanical Board of Adjustments and Appeals

The term of Andy Brown of the Mechanical Board of Adjustments and Appeals has expired July 31st, 2014. Mr. Brown does not want to be reappointed at this time.

The applicant available is:

Thomas Franklin 905 North 48 Street

Appointments are **by the Board of Directors,** one appointment is needed. The term will expire July 31st, 2019.

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

Mechanical Board of Adjustments and Appeals

The Mechanical Board of Adjustments and Appeals has the authority to hear appeals of decisions and interpretations of the administrative authority relating to the 1997 Arkansas Mechanical Code.

The Board consists of five members who have knowledge and experience in the mechanical code, such as design professionals, contractors or industry representatives. The Board, following initial staggered terms, will serve five-year terms. In addition, there are two alternate members (one member-at-large from the industry and one member-at-large from the public) who serve one-year terms. A member shall not act in a case in which he had a personal or financial interest. Appointments are made by the Board of Directors.

The Board meets on call.

	Date Appointed	Term Expires
Industry Members:		
Andy Brown Civil Engineer 6703 Deerfield Drive (16) 648-0991 (h) 649-8484 (w) abrown@mwc-engr.com	10/20/09	07/31/14
Ron B. Smith (Owner) Air Pro Heating & Air 3221 Cliff Drive (03) 646-4478 (h) 646-9699 (w) airproarron@sbcglobal.net	07/19/11	07/31/16
Michael Blaylock Blaylock Heating & Air 1530 North Greenwood (01) 783-3420 (h) 782-8940 (w) blaylock@blaylockhvac.com	07/17/07	07/31/17

Ted Neal Ted's Air Conditioning, Inc. 2215 Bluff Avenue(1) 785-3287 (h) 783-7857 (w) 883-2529 © tedneal@sbcglobal.net	07/20/99	07/31/18
Buford Martin Owner of Martin's Heating and Air 4015 South T Street (03) 462-9918 (h) 785-4444 (w) bufordmartin@cox.net	09/16/14	07/31/19

Alternate - Member-At-Large From Public:

Greg Williams General Manager of Markham Restaurant Supply 2315 Hendrick Blvd. (01) 434-6012 (h) 782-3233 (w) greg@markhamrs.com	07/19/11	07/31/18

Alternate - Member-at-large from industry:

Mike Locknar Sanders Supply 9817 Meandering Way (03) 484-1140 (h) 648-8747 (w) mlocknar@sanderssupply.net	06/18/13	07/31/18

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

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

Date: 10/9/14

Name: THOMAS FRANKLIN

Home Telephone: 479 207 2454

Home Address: 905 N. 48TH

Work Telephone: 479 452 8922

Zip: 72903

Email: tFRANKLIN@HSACONSULTANTS.com

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

Education: Bachlors - MECH ENGINEERING

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes___ No X
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from
consideration.
Drivers License Date of B
information will back ground check of all applica

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

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

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: October 16, 2014

SUBJECT: Parks and Recreation Commission

The term of Chris Chaney of the Parks and Recreation Commission has expired August 31st, 2014. Mr. Chaney wants to be reappointed to this commission.

The applicant available is:

Chris Raible 5206 Twin Hills Drive

Appointments are **by the Board of Directors,** one appointment is needed. The term will expire August 31st, 2019.

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

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Parks and Recreation Commission

The Parks and Recreation Commission acts in an advisory capacity to the Board of Directors of the City of Fort Smith and Director of Parks & Recreation in the promotion, planning, maintenance, development and operation of all recreation areas and facilities owned, controlled or leased by the City. The members of the Parks and Recreations Commission shall be qualified electors of the City. Members are appointed by the Board of Directors for five year terms. The commission meets at 11:30 on the second Wednesday of each month at the Creekmore Community Center.

	Date Appointed	Term Expires
Chris Chaney 1306A Jacobs Avenue (08) 653-1792 (c) iamfortsmith@yahoo.com	08/18/09	08/31/14
Madeline Marquette 7818 Valley Forge Rd (03) 478-7021 (h) madgs@sbcglobal.net	07/20/10	08/31/15
Billy Bob Williams Self Employed 9701 Painter Dr (03) 452-4133 (h)	07/22/03	08/31/16
Bryan Merry 2636 Enid Place (01) 926-0423 (h) Bryan@farrisinsurance.com	07/19/11	08/31/16
Lorie Robertson Marketing Executive 3301 South 96 Street (03) 452-6985 (h) 242-2167 (w) lorie@chaffeecrossing.com	07/17/12	08/31/17
Sherry Toliver Executive Director 3201 South 93rd Circle (03) 434-4854 (h) 420-1162 (w) stoliv44@gmail.com	07/16/13	08/31/18

Casey Millspaugh 2511 Oakview Road #10 (817) 676-4104 (h) 459-4017 (w) cmillspaugh@ups.com	10/15/13	08/31/19

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

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

Date: July 8, 2014

Name: Chris Chaney

Home Telephone: 479-653-1792

Home Address: 1306A Jacobs Ave

Work Telephone: _____

Zip: 72908

Email: iamfortsmith@yahoo.com

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

Education: Highschool graduate

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes ✓ No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO ✓
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.
Drivers Licen _____ Date of This
information wil al back ground check of all appli

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

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

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

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Date: 9/4/14

Name: Chris Raible

Home Telephone: (479)649-9937

Home Address: 5206 Twin Hills Dr.

Work Telephone: (479)709-8830

Zip: 72916

Email: c_raible@hotmail.com

Occupation: Arvest Business Resource Center Manager
(If retired, please indicate former occupation or profession)

Education: Northside H.S., BBA Degree (Marketing) U of A @ Little Rock

Professional and/or Community Activities: First Baptist Church, Gideon's International, Chaffin & Southside Bands, United Way Volunteer

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from
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( ) Parking Authority
(X) Parks & Recreation Commission
( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board
( ) Comprehensive Plan Steering Committee

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RESOLUTION NO. _____

A RESOLUTION CONFIRMING THE APPOINTMENT OF
AN INTERNAL AUDITOR FOR THE CITY OF FORT SMITH

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

The City Administrator's recommendation that _____ be appointed an Internal Auditor for the City of Fort Smith, effective _____, at an annual salary of $_____, is hereby confirmed.

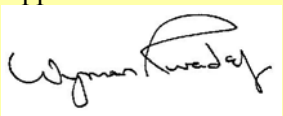
This Resolution adopted this _____ day of October, 2014.

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:



_____
NPR