

MAYOR
George B McGill

CITY ADMINISTRATOR
Carl E Geffken

CITY CLERK
Sherri Gard

BOARD OF DIRECTORS
Ward 1 - Jarred Rego
Ward 2 - Andre' Good
Ward 3 - Lavon Morton
Ward 4 - George Catsavis
At-Large Position 5 - Christina Catsavis
At-Large Position 6 - Kevin Settle
At-Large Position 7 - Neal Martin

AGENDA

Fort Smith Board of Directors REGULAR MEETING July 23, 2024 ~ 6:00 p.m. Blue Lion 101 North 2nd Street Fort Smith, Arkansas

***THIS MEETING IS BEING TELECAST LIVE ON THE
CITY OF FORT SMITH GOVERNMENT ACCESS CHANNEL (COX CHANNEL 214)
AND ONLINE AT THE FOLLOWING LINK:
https://fortsmithar.granicus.com/ViewPublisher.php?view_id=1***

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

APPROVE MINUTES OF THE JULY 9, 2024 REGULAR MEETING; JULY 11, 2024 SPECIAL MEETING; AND, JULY 16, 2024 SPECIAL MEETING

ITEMS OF BUSINESS

1. Ordinance amending Section 2-182 of the Fort Smith Municipal Code regarding professional services (*Finance*)
2. Resolution accepting and filing the external auditor's report on the City's financial statements, Uniform Guidance Audit, and report on the City's compliance with certain State Acts for the year ended December 31, 2023 (*Finance*)
3. Resolution accepting third-party review of the internal audit of Fort Smith Animal Haven ~ *Morton/Settle placed on agenda at the July 16, 2024 study session ~ (Finance)*

4. Ordinance amending the 2024 Operating Budget and appropriating funds for 2024 personnel and capital recommendations ~ *Settle/Good placed on agenda at the July 16, 2024 study session ~ (Finance)*
5. Ordinance amending the 2024 Budget and authorizing the appropriation of funds from the unobligated General Fund balance to purchase 18 acres of specific real property (*Massard Business Park*) (*Finance*)
6. Items regarding the MakeMyMove Program: (*Communications*)
 - 6A. Ordinance amending the 2024 Operating Budget and authorizing the appropriation of funds from the unobligated General Fund balance to support monetary incentives to MakeMyMove participants (*Finance*)
 - 6B. Resolution authorizing the City of Fort Smith to provide a monetary incentive to each participant who relocates to the city of Fort Smith through the MakeMyMove Program (*Communications*)
7. Ordinance authorizing the appropriation of insurance proceeds & sales of surplus property for various City Departments and amending the 2024 Operating Budget (*Finance*)
8. Ordinance declaring an exceptional situation and waiving the requirements of competitive bidding and authorizing the Mayor to execute an agreement with Dale Crampton Company to furnish repairs to various hail damaged roofs (*Not to exceed \$8,000,000.00 / Not Budgeted / Various Departments - Insurance Settlements*) (*Finance*)
9. Resolution to establish a Partner City relationship with the Town of Ridgway, Colorado (*Communications*)
10. Resolution accepting the project as complete and authorizing final payment to Goodwin and Goodwin, Inc. for the Pump Station No. 6 Dry Pit Submersible Pump, Project No. 21-03-C1 (\$61,325.31 / *Budgeted / Water Utilities - 6505 Capital Improvement Fund*) (*Water Utilities*) ●
11. Resolution authorizing acquisition of temporary construction easement and right of entry for construction in connection with the FL-01 Capacity Improvements, Project No. 23-15 (\$600.00 / *Budgeted / Water Utilities - 6505 Capital Improvement Funds*) (*Water Utilities*)
 - ◆ ●
12. Consent Agenda
 - 12A. Resolution approving participation in the Kroger Settlement national opioid action via the Arkansas Municipal League; and authorizing the Mayor to execute required documents for participation (*City Administrator*)
 - 12B. Resolution authorizing Amendment No. 1 to the professional services agreement for project engineering services, Project No. 24-90-A (\$172,224.00 / *Budgeted / Engineering - Sales Tax Program*) (*Engineering*)

- 12C. Resolution accepting the proposal of GSM Engineered Fabrics, LLC for repairs to the filter press at the Massard Water Reclamation Facility (\$256,741.00 / Budgeted / Water Utilities - 2024 Operating Budget 56560300-527200) (Water Utilities) ♦
- 12D. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with SRK Waste, LLC (Solid Waste Services)
- 12E. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with MSG Waste & Refuse, LLC (Solid Waste Services)

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments:

- Fort Smith Municipal Employees Benevolent Fund Board of Advisors (1)
- Historic District Commission (1)
- Mechanical Board of Adjustments and Appeals (1)
- Property Owners Appeal Board (1)

ADJOURN



MEMORANDUM

TO: Carl Geffken, City Administrator
CC: Andrew Richards, Chief Financial Officer
FROM: Alie Bahsoon, Purchasing Manager
DATE: July 16, 2024
SUBJECT: Amendment of Professional Services Definition

SUMMARY

While making revisions to the City's Purchasing Policies and Procedures Manual which will be presented to the Board at the August 6th meeting, it was evident that a common service frequently used by the city is not included in the list of services as outlined in *Section 2-182- Procedures for purchase of supplies, service (d)*. (Copy attached)

As permissible by Ark. Code Ann. Section 19-11-802(c)(2) (copy attached), the Code allows the governing body to add other professional services by a 2/3 vote and I am recommending the addition of staffing services to the city's list of professional services.

The City has continued to rely heavily on staffing agencies to provide human resources to meet the city's labor demands. They also act as a recruiting agency to hire temporary to permanent workers by providing qualified staff for various positions. The dynamics of the staffing industry has changed in that some agencies are more geared toward temporary to part time employment while others seek out professional recruits with specific talents or rare skill sets, of which the city has benefited from both.

By adding staffing services to the list of professional services, this will enable the city to seek out statements of qualifications annually from firms capable of providing such services and allow the city to seek out the best option available for specific types of labor/service we are looking for. In doing so, we can enter into an agreement with the agency to meet the city's needs.

Authorizing this change by the Board to include staffing services is necessary prior to approving the revised Purchasing Manual and I am therefore recommending approval of this ordinance.

Please let me know if you should have any questions.

ATTACHMENTS

1. [7-23-24 Item 1 Ordinance.pdf](#)
2. [AR Code 19-11-802c2.pdf](#)
3. [COFS Code 2-182.pdf](#)

ORDINANCE NO. _____

**ORDINANCE AMENDING SECTION 2-182 OF THE FORT SMITH MUNICIPAL CODE
REGARDING PROFESSIONAL SERVICES**

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

SECTION 1: The initial sentence of Section 2-182(d) of Chapter 2, Article V, of the Fort Smith Municipal Code is hereby amended to read as follows:

- (d) In keeping with A.C.A. § 19-11-801 et seq., it is determined to be the policy of the city that the city shall authorize contracts for external accounting; legal; financial advisory; architectural; consulting; engineering; construction management; land surveying; title search and insurance services; graphic design; advertising and video production services; software and website development services; land acquisition and appraisal services; aquatic park management and marketing services; and staffing services to be provided to the city on a negotiated basis, and the city shall negotiate contracts for any other professional services when directed by state law.

SECTION 2: Emergency Clause. In recognition of filling temporary, urgent, or professional roles, the City of Fort Smith frequently needs the services of a staffing agency to fill key positions with individuals who are best suited for open job positions and such agencies have the ability to expeditiously recruit talent and skills to fill these positions and thus can help curate an expert staff and save time in the hiring process. The Board of Directors determines that there is an immediate need for the implementation of the addition of staffing services to the professional services list in Municipal Code Section 2-182(d), and thus an emergency is declared to exist and this Ordinance will be in full force and effect from this date.

PASSED AND APPROVED THIS 23RD DAY OF JULY, 2024.

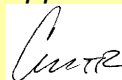
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



Publish One Time

19-11-802. Annual statements of qualifications and performance data — Restrictions on competitive bidding.

- (a) In the procurement of professional services, a state agency or political subdivision which utilizes these services may encourage firms engaged in the lawful practice of these professions to submit annual statements of qualifications and performance data to the political subdivision or may request such information as needed for a particular public project.
- (b) The state agency or political subdivision shall evaluate current statements of qualifications and performance data of firms on file or may request such information as needed for a particular public project whenever a project requiring professional services is proposed.
- (c) (1) The political subdivision shall not use competitive bidding for the procurement of legal, financial advisory, architectural, engineering, construction management, and land surveying professional consulting services.

(2) A political subdivision shall not use competitive bidding for the procurement of other professional services with a two-thirds (2/3) vote of its governing body.

(d) (1) A public school district that utilizes construction management services shall encourage construction management firms to submit to the school district annual statements of qualifications and performance data or may request such information as needed for a particular public project.

(2) The public school district shall evaluate current statements of qualifications and performance data on file with the school district or when submitted as requested whenever a project requiring professional services of a construction manager is proposed.

(3) The public school district shall not use competitive bidding for the procurement of professional services of a construction manager.

History. Acts 1989, No. 616, § 2; 1995, No. 429, § 2; 1995, No. 1331, § 2; 2003, No. 1315, § 9; 2005, No. 2171, § 2.

R1:19-11-802 Request for Qualifications (RFQ) Procurement Method Used in the Establishment of Professional and Consultant Service Contracts

Request for Qualifications (RFQ): The Request for Qualifications is, in the absence of sole source justification, the procurement method recommended when contracting for architectural, engineering, land surveying, legal, and interior design services. It may also be used, with prior approval from the Office of State Procurement, as the selection method for other PCS contracts when it is determined to be the most suitable method of contracting. The RFQ is sent to those vendors whose work resume' indicates they are best suited to perform the work specified. Notification to the public shall be in accordance with the provisions of Arkansas Code Annotated §19-11-229 (d). The agency makes its initial selection based upon the respondent's qualifications. Only after the most qualified respondent is identified does cost become a factor in determining the award. Discussions may be conducted with responsible offerors who, based upon qualifications submitted, are determined to be reasonably susceptible of being selected for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, and to obtain best and final offers.

Sec. 2-182. - Procedures for purchase of supplies, services.

- (a) In exercising his authority as set forth in section 2-181, the city administrator, or his designated representative, shall conform to the procedures in this section.
- (b) Following procedures shall apply to purchases of or contracts for any supplies, materials or equipment for the various offices, departments and agencies of city government (purchases) or for the construction of municipal improvements (contracts):
 - (1) All purchases or contracts where the expenditure therefor is less than \$1,000.00 may be made by the city administrator, or designated representative, without securing oral or written competitive quotes.
 - (2) All purchases or contracts where the expenditure is \$1,000.00 or more but less than \$7,500.00 may be made by the city administrator, or his designated representative, after securing oral competitive quotes therefor.
 - (3) All purchases where the expenditure therefor is \$7,500.00 or more, but less than \$75,000.00 may be made by the city administrator, or designated representative, after the securing of three or more written competitive quotes, if possible. Said written quotes must be submitted via the city's vendor self-service system. If three written competitive quotes are not obtained, the purchase request form must show the names of at least three suppliers contacted in attempting to obtain competition or note the reason three suppliers were not contacted.
 - (4) All purchases where the expenditure is \$75,000.00 or more may be made after the securing of competitive written bids and with the approval of the bid by the city administrator and board of directors. Said written bids must be submitted via the city's vendor self-service system.
 - (5) All contracts where the expenditure therefor is \$7,500.00 but less than \$35,000.00 may be made by the city administrator, or his designated representative, after the securing of three or more written bids. Said written bids must be submitted via the city's vendor self-service system. If three written bids are not obtained, the purchase request form must show the names of at least three firms contacted in attempting to obtain competition or note the reason three firms were not contacted.
 - (6) All contracts where the expenditure is \$35,000.00 or more may be made with the approval of the board of directors after securing of competitive bids. Said bids must be submitted via the city's vendor self-service system.
- (c) The following procedures shall apply to all contracts for services, other than those expressly provided for in subsection (d) of this section, to be rendered to the city:
 - (1) Utilizing budgeted funds, the city administrator is authorized to enter into any such contract for services where the expenditure therefor is not more than \$75,000.00 after soliciting and reviewing written proposals from interested and qualified providers of such services. Such

written proposals shall include a statement of the scope of services to be provided, qualifications of the providers of the services, fees and charges, and any other information the city administrator may require.

- (2) Utilizing budgeted funds, the city administrator is authorized to enter into any such contract for services where the expenditure is \$75,000.00 or more but less than \$300,000.00 after soliciting and reviewing written proposals from interested and qualified providers of such services. Such written proposal shall include a statement of the scope of services to be provided, qualifications of the providers of the services, fees and charges, and any other information the city administrator may require. With reference to those contracts described in this subsection, before execution of any such contract for services on behalf of the city, the city administrator shall notify the board of directors in writing of the execution of the contract for services, the designation of the budgeted fund from which such contract for services will be paid and the date on which execution of the contract will be made.
- (3) The city administrator is authorized to secure competitive bids for any such contract for services where the expenditure is \$300,000.00 or more. Such written bids shall include a statement of the scope of services to be provided, qualifications of the providers of the services, fees and charges, and any other information the city administrator may require. The selected bid shall require approval of the city administrator and the board of directors.
- (d) In keeping with A.C.A. § 19-11-801 et seq., it is determined to be the policy of the city that the city shall authorize contracts for external accounting; legal; financial advisory; architectural; consulting; engineering; construction management; land surveying; title search and insurance services; graphic design; advertising and video production services; software and website development services; land acquisition and appraisal services; and aquatic park management and marketing services to be provided to the city on a negotiated basis, and the city shall negotiate contracts for any other professional services when directed by state law. The following procedure shall apply to the procurement of such contracts:
 - (1) The term "city administrator" shall refer to the city administrator or the administrator's designated agent. The term "firm" shall refer to any professional person or a firm of professionals.
 - (2) Such contracts shall be negotiated based on demonstrated competence and qualifications and at fair and reasonable prices.
 - (3) Utilizing budgeted funds, all contracts providing for total compensation for services and expenses to be supplied to the city of \$75,000.00 or less shall be entered into by the city administrator. All contracts for services in excess of \$75,000.00 shall be authorized by the board of directors.
 - (4)

The city administrator shall cause to be published in a newspaper having general circulation in the city a notice indicating that the city will receive, for a 15-day period including the date of notice, statements of qualifications and performance data from all firms who provide professional services such as lawyers, architects, engineers or land surveyors or other professional services designated in the notice. Submitted statements of qualifications and performance data shall be utilized in the procurement process for service contracts. On or before September 15 of each calendar year, a notice shall be so published indicating that such professionals may submit statements of qualifications and performance data by November 15 of the year of publication, which submitted information will be used in the procurement of service contracts by the city during the one-year period commencing with the first calendar day of the year following the year of publication. At any time the city enters into the procurement of any contract for such professional services, all then-current statements of qualification and performance data on file with the city and all additional statements of qualification and performance data obtained by or submitted to the city, whether as a result of a published notice or otherwise, shall be evaluated as a part of the contract procurement process.

- (5) From the available statements of qualifications and performance data, the city shall select three qualified firms for consideration with reference to the anticipated issuance of a contract for services. From the three qualified firms, there shall be selected the firm considered the best qualified and capable of performing the desired work. Both in the selection of the three qualified firms and in the selection of the firm considered the best qualified and capable, consideration shall be given to the following factors:
 - a. The specialized experience and technical competence of the firm with respect to the type of professional services required.
 - b. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.
 - c. The past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines.
 - d. The firm's proximity to and familiarity with the area in which the project is located.
- (6) After the selection of the firm most qualified and capable of performing the desired work, the city administrator shall, jointly with the selected firm, prepare a detailed, written description of the scope of proposed services. Such written description shall be used as the basis for the negotiation of the contract for services. The city administrator shall then enter into negotiations with the selected firm. If the administrator is unable to negotiate a satisfactory contract with such firm, the unsuccessful negotiations shall be terminated and negotiations shall commence with another of the selected qualified firms. If negotiations are again unsuccessful, negotiations shall be conducted with the third qualified firm. If the administrator is unable to negotiate a contract with any of the selected firms, the city

administrator shall reevaluate the necessary professional services, including the scope and reasonable fee requirements anticipated by the contract, and, after completing that process, proceed in accordance with the provisions of this division.

- (7) If at the time of commencement of procurement of a professional services contract there is available from all sources less than three statements of qualifications and performance data, the procedures outlined above shall take place with reference to the then-available statements of qualifications and performance data.

(Code 1976, § 2-141; Code 1992, § 2-182; Ord. No. 65-89, §§ 1, 2, 8-1-1989; Ord. No. 89-90, § 3, 12-18-1990; Ord. No. 59-97, §§ 1—3, 10-21-1997; Ord. No. 64-98, §§ 1—3, 9-1-1998; Ord. No. 36-01, §§ 2—4, 6-19-2001; Ord. No. 65-04, §§ 1, 2, 10-19-2004; Ord. No. 92-05, 12-6-2005; Ord. No. 97-05, 12-20-2005; Ord. No. 71-06, 8-1-2006; Ord. No. 93-12, § 2, 12-4-2012; Ord. No. 4-13, 1-15-2013; Ord. No. 26-14, 5-6-2014; Ord. No. 70-17, § 1, 12-5-2017)

State Law reference— Board to establish maximum amount for which administrator may contract without bids, A.C.A. § 14-48-117(5)(A)(i).



MEMORANDUM

TO: Carl Geffken, City Administrator
CC: Jeff Dingman, Deputy City Administrator
FROM: Andrew Richards, Chief Financial Officer
DATE: July 17, 2024
SUBJECT: Resolution to Accept the Final 2023 Annual Audit Report

SUMMARY

The proposed resolution for the Board to accept the 2023 Annual Comprehensive Financial Report (ACFR). The Audit Advisory Committee met June 20, 2024, to review the draft of the report and discuss the audit with the City's external audit firm. The audit firm is currently finalizing its engagement quality review of the audit. A final version will be distributed to the Board once available.

One of the reporting requirements which the ACFR fulfills is the City's annual financial disclosure requirements due June 30, 2024 via electronic submission through the Municipal Securities Rulemaking Boards' EMMA website. City staff submitted a draft including the annual operating data as required by the continuing disclosure agreements from the bond issues on June 28, 2024. The final ACFR will be submitted to the EMMA website and to other required agencies once the Board of Directors accepts the final 2023 audit.

George Moschner, Audit & Advisory Committee Chairman, will present the results of the 2023 Audit to the Board of Directors at the meeting.

Please call with any questions.

ATTACHMENTS

1. [7-23-24_Item_ID_1104_Finance.pdf](#)

RESOLUTION ACCEPTING AND FILING THE EXTERNAL AUDITOR'S REPORT ON THE CITY'S FINANCIAL STATEMENTS, UNIFORM GUIDANCE AUDIT, AND REPORT ON THE CITY'S COMPLIANCE WITH CERTAIN STATE ACTS FOR THE YEAR ENDED DECEMBER 31, 2023

WHEREAS, the City of Fort Smith, Arkansas ("City") is a public corporation created in 1842, operating since 1967 under the City Administrator Form of Municipal Government, as authorized in Title 14, Chapter 48 of the Arkansas Code of 1987 Annotated; and

WHEREAS, § 14-48-123 of the Arkansas Code of 1987 Annotated, states, "The board of directors shall have the financial affairs of the city audited annually by the Division of Legislative Audit of the State of Arkansas or by an independent certified public accountant who is not otherwise in the service of the city"; and

WHEREAS, the City's External Auditor, Forvis Mazars, is finalizing the audit and is prepared to issue its Audit Report on the City's Financial Statements for the year ended December 31, 2023 ("Audit Report"), its report on the City's compliance with requirements for each of the City's major federal programs ("Uniform Guidance Audit"), and its report on the City's compliance with certain state acts for the year ended December 31, 2023 ("State Compliance Report"); and

WHEREAS, on June 20, 2024, the Audit Advisory Committee ("Committee") met, reviewed, accepted, and recommended that the Board accept and file the External Auditor's Audit Report either in draft or final; and

WHEREAS, staff recommends the Board accept and file the External Auditor's Audit Report, the Uniform Guidance Audit, and the State Compliance Report.

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

That the Board of Directors of the City of Fort Smith, Arkansas, hereby accepts and files the External Auditor's Audit Report, the Uniform Guidance Audit, and the State Compliance Report, copies of which are on file with the Office of the City Clerk.

THIS RESOLUTION ADOPTED THIS ____ DAY OF JULY 2024.

APPROVED:

Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:



City Attorney



MEMORANDUM

TO: Carl Geffken, City Administrator
CC: Jeff Dingman, Deputy City Administrator
FROM: Andrew Richards, Chief Financial Officer
DATE: July 17, 2024
SUBJECT: Resolution accepting third-party review of the internal audit of Fort Smith Animal Haven

SUMMARY

The Board of Directors of the City of Fort Smith, Arkansas requested a third-party review of specific disputed findings in the City Internal Auditor's audit report on the performance of the service contract between the City and Fort Smith Animal Haven. The City engaged Baker Tilly, a financial services advisory firm, to perform the review and Baker Tilly performed the review and submitted its result of the review in a report dated March 22, 2024. The Board discussed the report during the study session on July 16, 2024 and placed an item on the Board's agenda to approve a resolution accepting the report from Baker Tilly.

City staff recommend the Board accept the report issued by Baker Tilly.

ATTACHMENTS

1. [7-23-24_Item_ID_1127_Finance.pdf](#)

RESOLUTION ACCEPTING THIRD-PARTY REVIEW OF THE INTERNAL AUDIT OF
FORT SMITH ANIMAL HAVEN

WHEREAS, the Board of Directors of the City of Fort Smith, Arkansas requested a third-party review of specific disputed findings in the City Internal Auditor’s audit report on the performance of the service contract between the City and Fort Smith Animal Haven; and

WHEREAS, the City engaged Baker Tilly, a financial services advisory firm, to perform the review; and

WHEREAS, Baker Tilly performed the review and submitted its result of the review in a report dated March 22, 2024; and

WHEREAS, staff recommend the Board accept the report issued by Baker Tilly.

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

That the Board of Directors of the City of Fort Smith, Arkansas, hereby accepts the report dated March 22, 2024, from Baker Tilly of its review of specific disputed findings in the City Internal Auditor’s audit report on the performance of the service contract between the City and Fort Smith Animal Haven, copies of which are on file with the Office of the City Clerk.

THIS RESOLUTION ADOPTED THIS ____ DAY OF JULY 2024.

APPROVED:

Mayor

ATTEST: _____

City Clerk

APPROVED AS TO FORM:



City Attorney



MEMORANDUM

TO: Honorable Mayor and Board of Directors
FROM: Carl E. Geffken, City Administrator
DATE: July 18, 2024
SUBJECT: Remaining new needs for 2024

SUMMARY

The entire new needs package for the 2024 budget was submitted along with the 2024 base budget. Several of the new needs were given a higher priority for consideration and the Board of Directors considered the prioritized list at the March 18 Special Study Session. The Board approved the prioritized new needs at the March 26 meeting.

The remaining 2024 new needs were reviewed at the July 16 Study Session and placed on the July 23 agenda. With some minor changes and corrections made per the July 16 Study Session, the remaining new needs list and appropriation to fund such, are attached. The impact on the four operating funds is \$1,344,394. When considering all allocated funds, noted in budget documents as funds other than, the total is \$1,374,894.

ATTACHMENTS

1. [7-23-24_Item_4_Ordinance.pdf](#)
2. [1_Remaining 2024 New Need Recommendations with Funding Allocation.pdf](#)
3. [2_Final 2024 Remaining New Need Recommendations.pdf](#)

ORDINANCE NO. _____

ORDINANCE AMENDING THE 2024 OPERATING BUDGET AND APPROPRIATING FUNDS FOR 2024 PERSONNEL AND CAPITAL RECOMMENDATIONS

WHEREAS, the Board of Directors approved the 2024 Operating Budget with Ordinance 104-23; and

WHEREAS, the City of Fort Smith Finance Department finds it necessary to amend the budget to fund seven regrades/reclasses and 12 additional personnel totaling \$919,494; and

WHEREAS, the City of Fort Smith Finance Department finds it necessary to amend the budget adding \$424,900 in Capital Expenditures.

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

There is hereby authorized an amendment to the 2024 Operating Budget to appropriate funds, as follows:

Account		Current Budget	Adjustment	Revised Budget
Expenditures				
41020101-500000	Salaries - Misc Regular	\$ 564,987	\$ 29,453	\$ 594,440
41030101-531100	Cap Outlay - Vehicles	124,306	37,700	162,006
41060101-500000	Salaries - Misc Regular	764,937	83,262	848,199
41060101-506000	Retirement - Misc	52,996	4,163	57,159
41060101-510100	Social Security	48,777	5,162	53,939
41060101-510200	SS - Medicare	11,412	1,207	12,619
41060101-511100	Health Insurance	100,823	13,761	114,584
41060101-511200	Dental Insurance	6,897	825	7,722
41060101-511300	Vision Insurance	1,127	139	1,266
41060101-512100	LT Disability	3,256	408	3,664
41060101-512500	Life Insurance	808	70	878
41060101-515000	Workers Compensation	3,111	250	3,361
41060101-527500	Small Equipment	5,000	2,000	7,000
42010000-500000	Salaries - Misc Regular	963,806	16,550	980,356
44010101-531100	Cap Outlay - Vehicles	10,050	47,200	57,250
Appropriation of General Fund Balance		\$ 242,150		

Account		Current Budget	Adjustment	Revised Budget
Expenditures				
63012104-500000	Salaries - Misc Regular	\$ 503,481	\$ 140,264	\$ 643,745
63012104-506000	Retirement - Misc	38,685	6,775	45,460
63012104-510100	Social Security	31,312	8,401	39,713
63012104-510200	SS - Medicare	7,326	1,965	9,291
63012104-511100	Health Insurance	51,295	27,519	78,814
63012104-511200	Dental Insurance	3,030	1,650	4,680
63012104-511300	Vision Insurance	576	278	854
63012104-512100	LT Disability	2,099	664	2,763
63012104-512500	Life Insurance	657	140	797
63012104-515000	Workers Compensation	16,113	3,530	19,643
63032104-500000	Salaries - Misc Regular	510,030	49,257	559,287
63032104-506000	Retirement - Misc	37,088	2,091	39,179
63032104-510100	Social Security	30,454	2,593	33,047
63032104-510200	SS - Medicare	7,126	607	7,733
63032104-511100	Health Insurance	59,190	13,760	72,950

<u>Account</u>		<u>Current Budget</u>	<u>Adjustment</u>	<u>Revised Budget</u>
Expenditures				
63032104-511200	Dental Insurance	\$ 3,856	\$ 825	\$ 4,681
63032104-511300	Vision Insurance	854	139	993
63032104-512100	LT Disability	2,218	205	2,423
63032104-512500	Life Insurance	803	70	873
63032104-515000	Workers Compensation	19,546	1,765	21,311
63052104-500000	Salaries - Misc Regular	762,112	150,344	912,456
63052104-506000	Retirement - Misc	54,809	7,516	62,325
63052104-510100	Social Security	44,848	9,320	54,168
63052104-510200	SS - Medicare	10,494	2,180	12,674
63052104-511100	Health Insurance	129,194	55,040	184,234
63052104-511200	Dental Insurance	8,804	3,300	12,104
63052104-511300	Vision Insurance	1,451	556	2,007
63052104-512100	LT Disability	3,028	736	3,764
63052104-512500	Life Insurance	1,168	280	1,448
63052104-515000	Workers Compensation	31,937	7,060	38,997
63052104-531100	Cap Outlay - Vehicles	1	50,000	50,001
Appropriation of Solid Waste Fund Balance		\$ 548,830		

<u>Account</u>		<u>Current Budget</u>	<u>Adjustment</u>	<u>Revised Budget</u>
Expenditures				
56100000-531600	Cap Outlay - Other Equipment	\$ 235,003	\$ 90,000	\$ 325,003
Appropriation of Water and Sewer Operations Fund		\$ 90,000		

<u>Account</u>		<u>Current Budget</u>	<u>Adjustment</u>	<u>Revised Budget</u>
Expenditures				
53031101-500000	Salaries - Misc Regular	\$ 785,014	\$ 112,758	\$ 897,772
53031101-506000	Retirement - Misc	48,260	5,637	53,897
53031101-510100	Social Security	46,851	6,990	53,841
53031101-510200	SS - Medicare	10,961	1,635	12,596
53031101-511100	Health Insurance	79,360	41,280	120,640
53031101-511200	Dental Insurance	5,782	2,475	8,257
53031101-511300	Vision Insurance	854	417	1,271
53031101-512100	LT Disability	2,893	552	3,445
53031101-512500	Life Insurance	1,095	210	1,305
53031101-515000	Workers Compensation	30,805	5,400	36,205
53031101-531200	Cap Outlay-Heavy Equipment	395,000	200,000	595,000
54011101-500000	Salaries - Misc Regular	642,528	9,560	652,088
54011101-531100	Cap Outlay - Vehicles	280,000	76,500	356,500
Appropriation of Street Maintenance Fund		\$ 463,414		

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

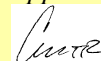
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



No Publication Required

**City of Fort Smith
Recommendation for the 2024 Budget**

	<u>Total</u>	<u>General Fund</u>	<u>Street Fund</u>	<u>Water/Sewer</u>	<u>Solid Waste</u>
1) Personnel Request:					
Policy & Administrative Services*	(43,941)	(21,852)	(2,356)	(13,843)	(5,891)
Management Services*	-	-	-	-	-
Development Services *	(94,560)	(72,311)	-	(22,249)	-
Police Department	-	-	-	-	-
Fire Department	-	-	-	-	-
Streets & Traffic Control	(263,414)	-	(263,414)	-	-
Water & Sewer	-	-	-	-	-
Parks and Community Services Department	-	-	-	-	-
Solid Waste	(498,830)	-	-	-	(498,830)
Sub-Total Personnel Request	<u>(900,745)</u>	<u>(94,162)</u>	<u>(265,770)</u>	<u>(36,092)</u>	<u>(504,721)</u>
2) Capital Request:					
Policy & Administrative Services*	-	-	-	-	-
Management Services *	(43,424)	(17,464)	(4,720)	(14,160)	(7,080)
Development Services *	(5,655)	(754)	(1,885)	(3,016)	-
Fire Department	-	-	-	-	-
Streets and Traffic Control Department	(200,000)	-	(200,000)	-	-
Parks and Community Services Department	-	-	-	-	-
Water/Sewer Department	(90,000)	-	-	(90,000)	-
Solid Waste Department	(50,000)	-	-	-	(50,000)
Sub-Total Capital Request	<u>(389,079)</u>	<u>(18,218)</u>	<u>(206,605)</u>	<u>(107,176)</u>	<u>(57,080)</u>
Total of Expense Changes: *	<u>(1,289,824)</u>	<u>(112,380)</u>	<u>(472,375)</u>	<u>(143,268)</u>	<u>(561,801)</u>
5) New Revenues and Offsets:					
Supplemental Alcohol Tax - General	-	-	-	-	-
Sub-Total of New Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Appropriation of Fund Balance	(1,289,824)	(112,380)	(472,375)	(143,268)	(561,801)

Red - year over year annual revenue or cost to the budget

Blue- one-time revenue or cost to the 2024 budget

Note * - difference in totals is the amount allocated to the funds other than the four budgeted operating funds

City of Fort Smith
Final Remaining New Need Recommendations for the 2024 Budget

		<u>Remaining 2024 Budget Recommendations</u>		
<u>ITEM #</u>	<u>EXPENSES</u>	<u>FULL TIME HEADCOUNT</u>	<u>FUNDING SOURCE</u>	<u>COST</u>
1) Personnel/Operating Requests:				
1	City Administrator - Deputy City Administrator (reclassified Planning Director) (part of reorganization plan)		General	(29,453)
2	District Court - Deputy Clerk - Specialty Court and Recovery Support Coordinator (reclass of P/T position)	1	General	(16,550)
3	Planning - Deputy Director (new) (part of reorganization plan)	1	General	(109,247)
	Deputy Director one-time costs			(2,000)
4	Streets & Traffic Control - Street Drainage Equipment Operators (new)	3	Streets	(177,354)
5	Streets & Traffic Control - Traffic Control Traffic Signal Technician (position regrade)		Streets	(9,560)
	Traffic Control Traffic Signal Technician one-time costs			(76,500)
6	Solid Waste - Deputy Director (new)	1	Solid Waste	(122,540)
7	Solid Waste - Administrative Manager (position regrade)		Solid Waste	0
8	Solid Waste - Scale House Attendant (new)	1	Solid Waste	(63,884)
9	Solid Waste - Senior Scale House Attendant (position regrade)		Solid Waste	(2,390)
10	Solid Waste - Senior Accounting Technician (position regrade)		Solid Waste	(2,372)
11	Solid Waste - Commercial Collections - Commercial & Industrial Collection Supervisor (position regrade)		Solid Waste	(7,428)
12	Solid Waste - Commercial Collections - Commercial Collections Equipment Operator (new)	1	Solid Waste	(63,884)
13	Solid Waste - Sanitary Landfill - Landfill Heavy Equipment Operators (new)	4	Solid Waste	(236,332)
TOTAL PERSONNEL AND OPERATIONS (Includes one-time costs)		12		(\$919,494)
			General Fund Allocated	(\$157,250)
			Streets Fund Only	(\$263,414)
			Utilities Fund Only	\$0
			Solid Waste Fund Only	(\$498,830)
2) Capital Requests:				
1	Information Technology - 3/4 ton 2WD truck (replacement) (critically needed)		General	(47,200)
2	Engineering - SUV 4WD (replacement)		Streets, Bridges, Drainage	(37,700)
3	Neighborhood Services - 1/2 ton pickup (replacement)		Clean-up & Demolition	(30,500)
	Streets - Tri-Axle Dump Truck		Streets	(200,000)
4	Water Utilities - Water Line Maintenance 3" and larger water meters (replacement)		Utilities	(90,000)
5	Solid Waste - Landfill 1/2 ton pickup (replacement)		Solid Waste	(50,000)
TOTAL CAPITAL REQUESTS				(\$455,400)
			General Fund Allocated	(\$47,200)
			Streets, Bridges, & Drainage Fund Only	(\$37,700)
			Clean-up & Demolition Fund Only (from Solid Waste)	(\$30,500)
			Streets Fund Only	\$0
			Utilities Fund Only	(\$90,000)
			Solid Waste Fund Only	(\$50,000)
TOTAL EXPENSE CHANGES				(1,374,894)
			General Fund Allocated	(204,450)
			Streets, Bridges, & Drainage Fund Only	(37,700)
			Clean-up & Demolition Fund Only (from Solid Waste)	(30,500)
			Streets Fund Only	(263,414)
			Utilities Fund Only	(90,000)
			Solid Waste Fund Only	(548,830)

7/19/2024 14:47



MEMORANDUM

TO: Carl E. Geffken, City Administrator
FROM: Jeff Dingman, Deputy City Administrator
DATE: July 16, 2024
SUBJECT: Appropriation for the purchase of the Massard Business Park property

SUMMARY

The Board of Directors authorized the City Administrator to negotiate and purchase the Massard Business Park Property (aka the Cliff Cabaness property) via Resolution No. 67-24 at the April 16, 2024 regular meeting.

The purchase agreement has been finalized and ready to move to closing. Included on the July 23, 2024 regular meeting agenda is an appropriation ordinance allocating the \$2 million purchase price for this property from the General Fund Unobligated Balance.

Please contact me with questions related to this agenda item.

ATTACHMENTS

1. [07-23-24_Item_ID_1114_Finance - Ordinance.pdf](#)
2. [R-67-24 Memo-1.pdf](#)
3. [R-67-24-1.pdf](#)

ORDINANCE NO. _____

ORDINANCE AMENDING THE 2024 OPERATING BUDGET AND AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNOBLIGATED GENERAL FUND BALANCE TO PURCHASE 18 ACRES SPECIFIC REAL PROPERTY

WHEREAS, the Board of Directors approved the 2024 operating budget on December 19, 2023, by Ordinance No. 104-23; and

WHEREAS, the City of Fort Smith has identified property near Massard Road and in line with the end of the airport runway that is incompatible for the residential development purposes as intended by the property owner when considering the noise contours of the pending FMS flight training project,

WHEREAS, the Board of Directors approved the City Administrator to enter into a contract for the purchase of the eastern portion of Parcel No. 18883-0000-03086-00,

WHEREAS, the purchase will allow the city to evaluate potential street and infrastructure improvements and then market opportunities for commercial development on this property,

WHEREAS, the City of Fort Smith Finance Department finds it necessary to amend the operating budget for the purchase of 18 acres of specific real property,

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

There is hereby authorized an amendment to the 2024 Operating Budget to appropriate unobligated General Funds as follows:

<u>Account</u>	<u>Current Budget</u>	<u>Adjustment</u>	<u>Revised Budget</u>
Expenditures			
01010170-564100 Massard Business Park Property	\$ -	\$ 2,000,000	\$ 2,000,000
Appropriation of General Fund Balance		\$ 2,000,000	

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



CITY ATTORNEY



MEMORANDUM

TO: Carl E. Geffken, City Administrator
FROM: Jeff Dingman, Deputy City Administrator
DATE: April 11, 2024
SUBJECT: Authorizing purchase of real property

SUMMARY

An ongoing discussion over the last two years has been the potential for the city purchasing approximately 18 acres of property near Massard Road from Cliff Cabaness, who had intended a residential development on the property. This property is across Massard Road from the end of the airport runway, and in close enough proximity that it is not suitable for the 40 duplex residential development the owner planned for that property due to the noise profile area for the FMS project that surrounds the airport.

The residential project on this property was put on hold when the moratorium on residential projects was put in place. The property owner and the City have explored alternative (commercial) uses of the property, or a potential land swap that would allow residential development similar to that planned for this property.

The property owner and City Administration have recently discussed the City's purchase of the property for \$2 million. The city would evaluate potential street & infrastructure improvements on the property, and then work through the Chamber of Commerce to market opportunities of commercial development for this property. The sale of this property to the City will allow the seller to pursue development of a residential project elsewhere and the City to have some measure of control over how it develops.

Included on the April 16 regular meeting agenda is a resolution authorizing the City Administrator to enter into agreement for the City to purchase the property for an amount not to exceed \$2 million, and to execute any documents necessary to effect the transaction.

Please contact me with questions on this agenda item.

ATTACHMENTS

1. [20240416_Resolution_-_Authorize_purchase_of_Cabaness_property_on_Massard_Rd.pdf](#)
2. [20240411 Exhibit A Map - Cliff Cabaness 18 Acres.pdf](#)
3. [Appraisal - 9759 - East of Massard Rd FS.pdf](#)

FISCAL IMPACT: \$2 million

RESOLUTION NO. R-67-24

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO PURCHASE AGREEMENT FOR THE ACQUISITION OF SPECIFIC REAL PROPERTY AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT SUCH PURCHASE

WHEREAS, the City of Fort Smith has identified property near Massard Road and in line with the end of the airport runway that is incompatible for the residential development purposes as intended by the property owner when considering the noise contours of the pending FMS flight training project ; and

WHEREAS, purchasing this certain real property from the developer, evaluating street extension projects, and re-marketing it for commercial purposes and economic development is of interest to the City of Fort Smith; and

WHEREAS, the City of Fort Smith Board of Directors wishes to authorize the City Administrator to negotiate for the purchase of this property.

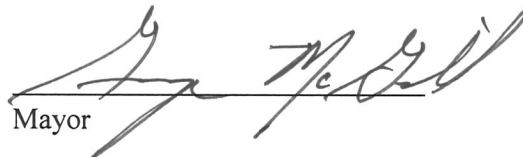
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas that:


Section 1. The City Administrator is hereby authorized to enter into contract for the purchase of the eastern portion of Parcel No. 18883-0000-03086-00, comprising approximately eighteen acres as depicted on the attached Exhibit A, near Massard Road and within the city’s corporate limits for the purpose of commercial economic development.

Section 2. The City Administrator is hereby authorized to offer an amount not to exceed Two Million (\$2,000,000.00) dollars for such property.

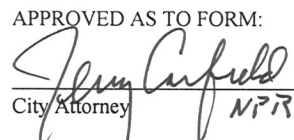
Section 3. The Board determines that the City Administrator is hereby authorized sign documents and work with the City Attorney to facilitate completion of the property purchase transaction.

This Resolution adopted this 16th day of April, 2024.


Mayor

ATTEST:


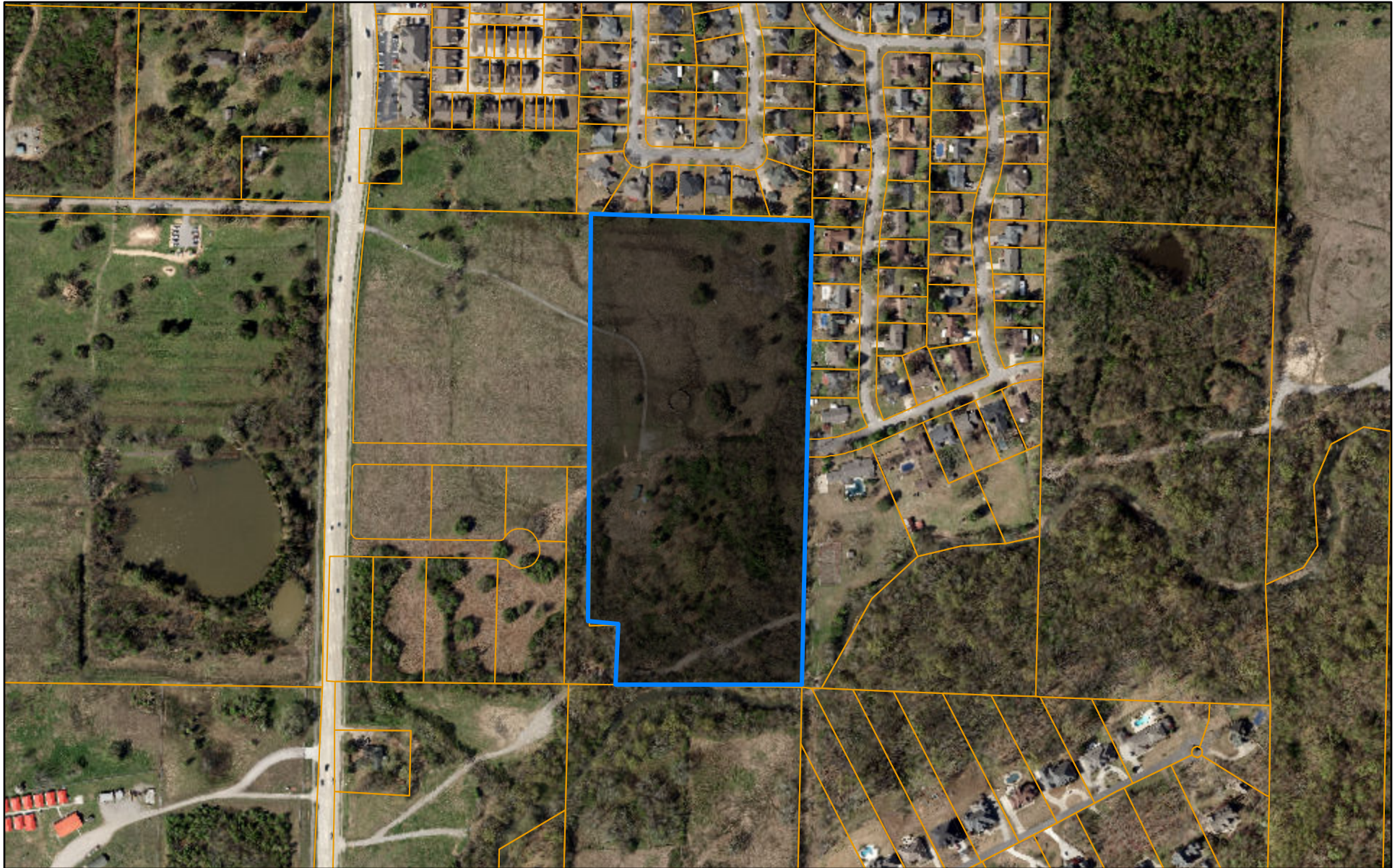
City Clerk

APPROVED AS TO FORM:




City Attorney

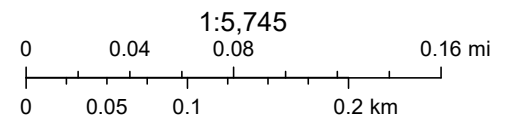
Cliff Cabaness 18 Acres

Exhibit A



11/20/2023, 4:44:38 PM

-  Fort Smith City Limits
-  Assessor Parcels





MEMORANDUM

TO: Carl Geffken, City Administrator
CC: Jeff Dingman, Deputy City Administrator
FROM: Josh Buchfink, Public Relations Manager
DATE: July 15, 2024
SUBJECT: Appropriation and Approval for Monetary Incentives for MakeMyMove Program

SUMMARY

The MakeMyMove program is an initiative designed to attract remote workers and new residents to our community. By offering a variety of incentives, we aim to showcase the numerous benefits of relocating to Fort Smith and provide support throughout the moving process. Currently, the program includes several non-cash incentives, such as:

- 4 season passes to Parrot Island Waterpark
- 1-year memberships to the Fort Smith Museum of History and the U.S. Marshals Museum
- 50% off membership to The Mill co-working space
- A 1-year membership to Deer Trails Golf Course
- Season tickets to University of Arkansas Fort Smith Athletics

To make the MakeMyMove program even more attractive, we propose the introduction of cash incentives for twenty-five (25) participants. Specifically, we recommend the following:

- **\$10,000** per participant - Fort Smith home purchase
- **\$5,000** per participant - Fort Smith home rental

These monetary incentives will assist with moving expenses, closing costs, deposits, and other relocation-related expenses, making the transition smoother and more financially feasible for new residents.

The addition of cash incentives will boost the appeal of Fort Smith and will put us on par with other Arkansas cities that are currently participating in the MakeMyMove program. By providing direct financial support, we can attract remote workers and new residents more easily. This investment will likely yield substantial returns in the form of increased local spending and more economic activity.

In light of the above, we respectfully request an appropriation of \$250,000 to fund the proposed cash incentives. We believe this appropriation is an investment in the future growth and prosperity of Fort Smith. Your support is greatly appreciated.

ORDINANCE NO. _____

ORDINANCE AMENDING THE 2024 OPERATING BUDGET AND AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNOBLIGATED GENERAL FUND BALANCE TO SUPPORT MONETARY INCENTIVES TO MAKEMYMOVE PARTICIPANTS

WHEREAS, the Board of Directors approved the 2024 operating budget on December 19, 2023, by Ordinance No. 104-23; and

WHEREAS, the Board of Directors approved the execution of a Remote Worker Recruiting Program agreement with TMAP, LLC d/b/a/ MakeMyMove via Resolution No. R-47-24,

WHEREAS, the program currently includes several non-cash incentives to showcase numerous benefits of Fort Smith and attract remote workers,

WHEREAS, monetary incentives of \$5,000 and \$10,000 will be provided to 25 participants to aid in making the transition smoother and more financially feasible,

WHEREAS, the City of Fort Smith Finance Department finds it necessary to amend the operating budget for monetary incentives to future MakeMyMove participants,

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

There is hereby authorized an amendment to the 2024 Operating Budget to appropriate unobligated General Funds as follows:

<u>Account</u>	<u>Current Budget</u>	<u>Adjustment</u>	<u>Revised Budget</u>
Expenditures			
01010170-560030 MakeMyMove	\$ -	\$ <u>250,000</u>	\$ 250,000
		Appropriation of General Fund Balance \$ <u>250,000</u>	

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

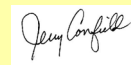
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



CITY ATTORNEY

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF FORT SMITH TO PROVIDE MONETARY INCENTIVES TO PARTICIPANTS WHO RELOCATE TO FORT SMITH VIA THE MAKEMYMOVE PROGRAM

WHEREAS, the MakeMyMove program aims to attract remote workers and new residents to Fort Smith by offering various incentives showcasing the benefits of relocating to our community; and

WHEREAS, the program currently offers several non-cash incentives, including passes to local attractions, memberships, and discounts; and

WHEREAS, to make the program more attractive, Fort Smith will introduce monetary incentives for future participants: \$10,000 per participant who buys a home and \$5,000 per participant who rents a property in Fort Smith; and

WHEREAS, these monetary incentives will assist with relocation-related expenses, making the transition smoother and more financially feasible for new residents; and

WHEREAS, the proposed appropriation of \$250,000 to fund the cash incentives is viewed as an investment in the future growth and prosperity of Fort Smith, anticipated to yield returns in the form of increased local spending and economic activity;

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

Section 1: The City of Fort Smith MakeMyMove program is supplemented to provide monetary incentives to participants who relocate to Fort Smith. The monetary incentives shall be as follows: for future MakeMyMove participants, \$10,000 per participant who buys a home in Fort Smith and \$5,000 per participant who rents a personal residence in Fort Smith.

Section 2: The City Administrator is authorized to take all necessary actions to implement the provisions of this resolution

PASSED AND APPROVED THIS 23rd DAY OF JULY, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to Form:

Jessy Confield

No Publication Required



Remote Worker Relocation Program | Memorandum of Understanding

We are pleased to extend to you a formal invitation to join the Fort Smith Remote Worker Relocation program. This unique program brings people from all over the country to live, work, and grow in the city. Space in the program is limited. To secure your seat, please complete and sign this memorandum of understanding (MOU) no later than 14 days from receiving it.

Program Benefits

- 50% Off a 6 Month Membership to The Mill Coworking Space
• 1 Year Membership to Deer Trails Golf Course
• 1 Year "Special Deputy" Membership to the US Marshals Museum
• 4 Season Passes to Parrot Island Water Park
• Season Tickets to University of Arkansas Fort Smith Athletics

*See program benefits details on the attached addendum

Program Requirements (please initial each line and sign)

- ☐ My current permanent residence is outside the State of Arkansas.
☐ I will make Fort Smith, AR, as defined in this city limits boundary map, my primary permanent residence for no less than 12 months from my relocation date.
☐ I confirm that I am employed full-time by and have an annual household income of. I further confirm that I am able to continue working remotely for my current employer and at my current compensation (or higher) after I relocate to Fort Smith, AR.
☐ I give permission for the program to conduct a criminal background check on me. I further understand that eligibility for the program is contingent upon passing the background check, as defined in the included terms and conditions.
☐ I give permission to the program to use my name, likeness and statements to promote the program.

Printed Name: _____

Date: _____

Signature***: _____

Target Move Date: _____

***By signing this document, I attest that my answers are truthful, and accurate. I further understand that my eligibility for the program and its corresponding benefits is contingent upon my continued adherence to the program requirements.

Terms & Conditions:

1. Fort Smith, AR, MakeMyMove, or their agents are not responsible for moving logistics to Fort Smith, AR. The signer is responsible for securing arrangements for the relocation, including movers, storage, housing, and moving trucks.
2. Fort Smith, AR, MakeMyMove, or their agents are not responsible for securing, providing, or maintaining housing for participants.
3. If, by any circumstances, the candidate does not move to Fort Smith, AR within 6 months of signing this Memorandum of Understanding, the candidate will be required to re-apply for consideration. If approved, the candidate will be required to sign a new Memorandum of Understanding and agree to the terms and conditions that are in place during that time.
4. Fort Smith, AR and MakeMyMove agents may request your residence information for two years after your move date to Fort Smith, AR.
5. Many non-monetary benefits come from volunteers and third-party donors that may be subject to change. Fort Smith, AR will take reasonable steps to ensure participants can have access to these resources, it cannot guarantee the delivery of all non-monetary benefits.
6. Participation in the program is subject to the sole discretion of Fort Smith, AR. Fort Smith, AR reserves the right to rescind an offer at any time for any reason.
7. The following background check results constitute ineligibility for this offer:

<p style="text-align: center;">Last 10 Years</p> <p style="text-align: center;"><i>Will refer to the date of last action</i></p> <p style="text-align: center;"><i>In-progress charges will require a decision before determining eligibility.</i></p>	<p style="text-align: center;">Any Point</p> <p style="text-align: center;"><i>In-progress charges will require a decision before determining eligibility.</i></p>
<p>Arson</p> <p>Lewd and Lascivious Behavior</p> <p>Burglary</p> <p>Disorderly Conduct</p> <p>Drug Possession</p> <p>DUI</p> <p>Solicitation / Prostitution / Indecent Exposure</p> <p>Theft</p> <p>Trespassing</p> <p>Vandalism</p> <p>Credit/Debit Card Fraud</p> <p>Forgery</p> <p>Identity Theft</p> <p>Wire Fraud</p> <p>Insurance Fraud</p> <p>Embezzlement</p> <p>Tax Evasion</p> <p>Bribery</p> <p>Money Laundering</p> <p>Counterfeiting</p> <p>Impersonation</p> <p>Falsifying Business Records</p>	<p>Assault and Battery / Aggravated Assault</p> <p>Manslaughter</p> <p>Murder / Homicide</p> <p>Robbery / Carjacking</p> <p>Vehicular Homicide / Vehicular Manslaughter</p> <p>Child Abuse</p> <p>Domestic Abuse</p> <p>Intimidation / Terrorist Threats / Wanton Endangerment</p> <p>Kidnapping</p> <p>Rape and Statutory Rape / Incest</p> <p>Sex Offender Registry</p> <p>Child Pornography</p>

Program Benefits Details:

- [50% Off a 6 Month Membership to The Mill Coworking Space](#)
- [1 Year Membership to Deer Trails Golf Course](#)
- [1 Year "Special Deputy" Membership to the US Marshals Museum](#)
 - Which includes:
 - Free admission to the US Marshals Museum for the member and 2 guests
 - 10% discount to Outpost Store
 - Monthly electronic newsletter
 - Access to member-exclusive exhibition previews
 - Complimentary admissions to museum programming and events (excludes special ticketed events)
 - Early registration to educational camps and events
 - USMM member window cling
- [4 Season Passes to Parrot Island Water Park](#)
- [Season Tickets to University of Arkansas Fort Smith Athletics](#)



MEMORANDUM

TO: Carl Geffken, City Administrator
CC: Andrew Richards, Chief Financial Officer
FROM: Alie Bahsoon, Purchasing Manager
DATE: July 16, 2024
SUBJECT: Request for Appropriation of Insurance Funds

SUMMARY

The enclosed ordinance is to request the appropriation of insurance proceeds for \$132,118 from the Insurance Proceeds Revenue Accounts to the operating accounts identified on the attached spreadsheet.

Additionally provided is a list of reimbursements received from various insurance carriers for fleet vehicles and property that was damaged in accidents. These funds will be used to repair damaged vehicles and property. There is also check for the sale of surplus property for lighting fixtures sold on GovDeals.

The negative variance of \$22,233 is for funds received from Travelers Insurance for the October of 2022 hard freeze that caused substantial damage at Parrot Island. These funds were appropriated for in February of 2024 per Ordinance 18-24.

Please let me know if you should have any questions.

ATTACHMENTS

1. [07-23-24_Item_ID_1120_Finance.pdf](#)
2. [July Appropriation_Insurance Detail.pdf](#)
3. [July Appropriation_Insurance Spread.pdf](#)

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE APPROPRIATION OF INSURANCE PROCEEDS &
 SALE OF SURPLUS PROPERTY FOR VARIOUS CITY DEPARTMENTS AND
 AMENDING THE 2024 OPERATING BUDGET

WHEREAS, the Board of Directors approved the 2024 operating budget on December 19, 2023, by Ordinance No. 104-23; and

WHEREAS, the City of Fort Smith Fire, Parks, Police, Street, Transit, Solid Waste, and Utilities Departments find it necessary to repair buildings and equipment due to various accidents and weather-related damages, totaling \$127,055; and

WHEREAS, the City of Fort Smith Administration received proceeds for the sale of surplus property in the amount \$5,063 which Administration requests those funds be used for replacement of equipment.

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

There is hereby authorized an amendment to the 2024 Operating Budget to appropriate proceeds and fund balances as follows:

Account	Current Budget	Adjustment	Revised Budget
Revenue			
0101-464000 Insurance Proceeds	\$ 26,418	\$ 87,605	\$ 114,023
0101-464500 Sale of Surplus Property	-	5,063	5,063
		<u>92,668</u>	
Expenditures			
01016550-527100 Maintenance-Buildings	105,000	11,925	116,925
01016550-527200 Maintenance-Equipment	90,898	11,256	102,154
41010101-527500 Small Equipment	33,712	5,063	38,775
47030101-527200 Maintenance-Equipment	111,457	12,109	123,566
47040101-527200 Maintenance-Equipment	255,401	22,557	277,958
47050101-527200 Maintenance-Equipment	15,000	1,746	16,746
48010101-527200 Maintenance-Equipment	20,160	3,331	23,491
48020101-527200 Maintenance-Equipment	325,100	1,553	326,653
48040101-527200 Maintenance-Equipment	3,000	895	3,895
		<u>70,435</u>	
Appropriation of General Fund Balance	\$	<u>(22,233)</u>	

Revenue
 1101-464000 Insurance Proceeds \$ - \$ 8,634 \$ 8,634

Expenditures
 54011101-527200 Maintenance-Equipment 35,000 8,634 43,634
 Appropriation of Street Maintenance Fund Balance \$ -

Revenue
 2101-464000 Insurance Proceeds \$ - \$ 28,130 \$ 28,130

Expenditures
 55222101-527200 Maintenance-Equipment \$ 10,430 \$ 12,575 \$ 23,005
 55232101-527200 Maintenance-Equipment 73,037 14,119 87,156
 56110000-527200 Maintenance-Equipment 503,854 1,436 505,290
28,130
 Appropriation of Water & Sewer Operating Fund Balance \$ -

Revenue
 2104-464000 Insurance Proceeds \$ - \$ 24,919 \$ 24,919

Expenditures
 63042104-527200 Maintenance-Equipment \$ 75,000 522 \$ 75,522
 63052104-527200 Maintenance-Equipment 787,813 24,397 812,210
24,919
 Appropriation of Solid Waste Operating Fund Balance \$ -

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.


APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



CITY ATTORNEY

**INSURANCE REIMBURSEMENTS FOR VARIOUS CITY DEPARTMENTS
JULY 23, 2024 BOARD MEETING**

Carrier	Date of Loss	Check No.	Reclass From	Reclass to	Amount	Asset	Purpose	Department
AML	6/3/2024	67857	0101-464000	47030101-527200	\$ 3,078	261	Auto Accident Settlement	4703-Police
AML	6/14/2024	67849	0101-464000	48010101-527200	\$ 3,331	295	Auto Accident Settlement	4801-Fire
AML	6/26/2024	67854	0101-464000	47050101-527200	\$ 1,746	750	Auto Accident Settlement	4705-Police
AML	5/24/2024	67491	0101-464000	47040101-527200	\$ 565	661	Auto Accident Settlement	4704-Police
AML	5/24/2024	67489	0101-464000	47040101-527200	\$ 492	661	Auto Accident Settlement	4704-Police
AML	5/4/2024	67275	0101-464000	48020101-527200	\$ 1,553	498	Auto Accident Settlement	4802-Fire
AML	5/11/2024	67278	0101-464000	47030101-527200	\$ 9,031	819	Auto Accident Settlement	4703-Police
AML	4/21/2024	67070	0101-464000	47040101-527200	\$ 21,500	479	Auto Accident Settlement	4704-Police
AML	4/8/2024	66872	0101-464000	01016550-527200	\$ 549	997	Auto Accident Settlement	6550-Transit
AML	4/3/2024	66835	0101-464000	01016550-527200	\$ 10,706	969	Auto Accident Settlement	6550-Transit
AML	3/15/2024	66642	0101-464000	48040101-527200	\$ 895	704	Auto Accident Settlement	4804-Fire
Travelers Ins.	4/14/2024	200062833	0101-464000	01016550-527100	\$ 11,925	N/A	Bus Shelter Damages	6550-Transit
Travelers Ins.	12/25/2022	93958327	0101-464000	01010170-560300	\$ 22,234	N/A	Pipe freeze	Parrot Island
GovDeals	N/A	120066	0101-464500	41010101-527500	\$ 5,063	N/A	Sale of surplus items	4101-BOD
Dairyland	6/29/2023	36790051	1101-464000	54011101-527200	\$ 8,634	N/A	Traffic Control Box	5401-Street
AML	2/14/2024	67324	2101-464000	55222101-527200	\$ 12,575	878	Auto Accident Settlement	5522-Utilities
AML	5/7/2024	67273	2101-464000	56110000-527200	\$ 1,436	325	Auto Accident Settlement	5611-Utilities
Mercury Ins.	2/20/2024	3100181511	2101-464000	55232101-527200	\$ 14,119	906	Auto Accident Settlement	5523-Utilities
AML	3/7/2024	66751	2104-464000	63052104-527200	\$ 24,397	4018	Auto Accident Settlement	6305-Solid Waste
State Farm	4/19/2024	938559	2104-464000	63042104-527200	\$ 522	N/A	Settlement-kiosk damage	6304-Solid Waste

Total \$ 154,351

0101-464000	Revenue Total	\$ 87,605
0101-464500	Revenue Total	\$ 5,063
1101-464000	Revenue Total	\$ 8,634
2101-464000	Revenue Total	\$ 28,130
2104-464000	Revenue Total	\$ 24,919

Total \$ 154,351

<u>Account</u>	<u>Program</u>	<u>Description</u>	<u>Amount</u>
General Fund			
01010170-560300	Non-Departmental	Parrot Island Water Park	
01016550-527100	Transit	Maintenance-Buildings	\$ 11,925
01016550-527200	Transit	Maintenance-Equipment	11,256
41010101-527500	Board of Directors	Maintenance-Equipment	5,063
47030101-527200	Police CID	Maintenance-Equipment	12,109
47040101-527200	Patrol Operations	Maintenance-Equipment	22,557
47050101-527200	Special Operations	Maintenance-Equipment	1,746
48010101-527200	Fire Administration	Maintenance-Equipment	3,331
48020101-527200	Fire Suppression & Res.	Maintenance-Equipment	1,553
48040101-527200	Fire Training	Maintenance-Equipment	895
			<u>\$ 70,435</u>
Street Maintenance Fund			
54011101-527200	Traffic Control	Maintenance-Equipment	\$ 8,634
			<u>\$ 8,634</u>
Water & Sewer Operating Fund			
55222101-527200	Comm. & Training	Maintenance-Equipment	\$ 12,575
55232101-527200	Engineering & Eng. Tech	Maintenance-Equipment	14,119
56110000-527200	Business & Finance	Maintenance-Equipment	1,436
			<u>\$ 28,130</u>
Sanitation Operating Fund			
63042104-527200	Fleet & Grounds Maint.	Maintenance-Equipment	\$ 522
63052104-527200	Sanitary Landfill	Maintenance-Equipment	24,397
			<u>\$ 24,919</u>
		Total	<u>\$ 132,118</u>



MEMORANDUM

TO: Carl Geffken, City Administrator
CC: Andrew Richards, Chief Financial Officer
FROM: Alie Bahsoon, Purchasing Manager
DATE: July 16, 2024
SUBJECT: Hail Damaged Roof Repairs

SUMMARY

The hailstorm of April 15, 2023 had a huge impact on the city's infrastructure in that it caused extensive damage at various city facilities throughout the city.

Upon filing a claim with the Arkansas Municipal League (AML), Garner Hill, Ltd. was hired to begin inspections of the affected facilities. Inspections began in early May of 2023. Our goal was to begin repairs immediately upon receipt of the insurance settlements. As due diligence, we reached out to Dale Crampton Company to inspect the roofs and review the adjuster's estimates to ensure we were getting a fair and equitable repair estimate. We compared repair estimates provided by Dale Crampton Co. and those of the AML and found the estimates of AML were well undervalued with numerous price discrepancies. This became a repetitive occurrence with many of the estimates provided by the AML adjusters and we realized the settlements received were not sufficient to cover the cost of the repairs.

After expressing our dissatisfaction to the AML with the Garner Hill adjusters, the claim was reassigned to McLarens, a global claims provider who acts on behalf of the AML as one of its key reinsurance carriers. Mr. Britt Ross, National General Adjuster was assigned to the claim and began working closely with Dale Crampton and conducted inspections of all of the damaged facilities in order to come up with the enclosed values as noted in the Hail Damage Master List-Exhibit B.

Mr. Klay Fairfield, General Manager and Vice President and Mr. Colt Rainwater, Vice President and Project Manager of Dale Crampton Company have worked tirelessly with the AML, Garner Hill, and McLerans for the past 14 months assisting the city with this claim and I would like to acknowledge their time, dedication, and professionalism to this project. Additionally, they are committed to getting the repairs finished in the next 12-14 months and are ready to begin once the contract is approved and signed.

Many of the hail damaged roofs are currently experiencing leaks and we have continued to temporarily patch them in hopes of finalizing the settlement with the AML. A large portion of our roofs require premium modified bitumen products and Dale Crampton Company is the authorized regional contractor for Siplast Roofing materials. Their familiarity with our facilities (over 90%), the availability of roof plans and details and their long-time history with the city

(since 1950) is the reason I am requesting the board to waive the competitive bid requirements and allow Dale Crampton Company to conduct the necessary and much needed repairs in the amount of \$7,902,106.15 to the list of facilities noted on Exhibit B.

Please let me know if you should have any questions.

ATTACHMENTS

1. [Repairs_to_Hail_Damaged_Roofs_Ordinance.pdf](#)
2. [7-23-24 Item 8 Contract.pdf](#)
3. [COFS -Hail Damage Master List - EXHIBIT A.pdf](#)
4. [SCOPE OF WORK with AIA Contract.pdf](#)
5. [D Crampton-Recommendation Letter.pdf](#)

FISCAL IMPACT: Not to exceed \$8,000,000.00

BUDGET INFORMATION: Not Budgeted / Various Departments - Insurance Settlements

ORDINANCE DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DALE CRAMPTON COMPANY TO FURNISH REPAIRS TO VARIOUS HAIL DAMAGED ROOFS

WHEREAS, the City of Fort Smith is in need of repairing essential buildings that are utilized daily in the City of Fort Smith; and,

WHEREAS, Dale Crampton Company of Fort Smith, Arkansas is the only approved contractor in the River Valley to install premium modified bitumen and is able to provide the roof repairs and upgrades necessary to the city owned buildings damaged by the April 15, 2023 hail storm, so that competitive bidding is not feasible;

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

Section 1: An exceptional situation, arising in part from the fact that there is a sole provider of certified repair services making competitive bidding not feasible, is hereby declared so that the requirements of competitive bidding for the roofing contract approved by Section 2 of the Ordinance, are hereby waived. Roof repairs and upgrades to various city buildings by Dale Crampton Company in the amount not to exceed \$7,902,106.15 are hereby approved.

Section 2: The attached roofing contract with Quality Roofing Contractors of Southeast Missouri, Inc., dba Dale Crampton Company to provide roofing repair services for each of the City of Fort Smith structures identified on the Exhibit A to the contract, at the costs identified on the attached contract Exhibit A (in the total cost of \$7,902,106.15), with contract work to be completed in a time period ending 365 calendar days from date of Notice to Proceed is hereby approved.

Section 3: The Mayor, his signature being attached by the City Clerk, is hereby authorized to execute the roofing contract approved by Section 2.

PASSED AND APPROVED THIS _____ DAY OF JULY, 2024.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No Publication Required

 **AIA**® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighteenth day of July in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Fort Smith
623 Garrison Ave.
Fort Smith, AR 72901

and the Contractor:
(Name, legal status, address and other information)

Quality Roofing Contractors of Southeast Missouri, Inc
DBA Dale Crampton Company
710 Division St.
Fort Smith, AR 72901

for the following Project:
(Name, location and detailed description)

Reroof multiple buildings - see Exhibit A and attached Scope of Work

The Architect:
(Name, legal status, address and other information)

N/A

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org**

041211ACD-08

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Upon receipt of Notice to Proceed and Signed Contract

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

2

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (TBD) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ 7,902,106.15), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage will be released per Building after completion, inspection, warranty received, and consent of surety for release of bond.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

5

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information)

Alie Bahsoon - Purchasing Manager
City of Fort Smith
623 Garrison Ave.
Fort Smith, AR 72901

§ 8.4 The Contractor's representative:
(Name, address and other information)

Klay Fairfield
Colt Rainwater
Quality Roofing Contractors of Southeast Missouri, Inc.
DBA Dale Crampton Company
210 Division St.
Fort Smith, AR 72901

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org

EXHIBIT A

CITY OF FORT SMITH - Property Damage - Hail Storm 4/15/2023										Updated:	7/18/2024
Claim#	2300399									Created by:	C Rainwater
Dept.	AML Unit	Unit Claim#	Building	Address	Initial AML Check Amount	Recoverable Dep. Amount	Total Insurance Payment	Dale Crampton Estimates	DIFFERENCE OF	Scope of Work Category	
6203	3		Convention Center - Mod bit & Metal	55 S. 7th Street				\$ 2,700,072.00		Modified Bitumen	
			Convention Center - Standing Seam Metal Roof					\$ 1,200,000.00		Metal Roof	
			Convention Center TOTALS	AML ACTUAL ESTIMATES???	Per meeting verbally 1,100,000	\$ -	\$ -	\$ 2,100,000.00	\$ 3,900,072.00	\$ 1,800,072.00	Convention Center Total
4801	6	2300399-004	Fire Station #1	200 North 5th Street	\$ 22,148.73	\$ 37,950.84	\$ 60,099.57	\$ 146,352.00	\$ 86,252.43	Modified Bitumen	
4801	11	2300399-006	Fire Station #3	2020 N. 6th Street	\$ 20,021.86	\$ 27,776.07	\$ 47,797.93	\$ 136,957.00	\$ 89,159.07	Modified Bitumen	
4801	13	2300399-007	Fire Station #5	4123 Spradling	\$ 18,687.64	\$ 26,022.60	\$ 44,710.24	\$ 147,808.00	\$ 103,097.76	Modified Bitumen	
4401 & 5501	408-409	2300399-023	Carnall Bldg.	801 Carnall Ave.	\$ 72,345.07	\$ 23,137.54	\$ 95,482.61	\$ 403,136.00	\$ 307,653.39	Modified Bitumen	
6201	167	2300399-008	Darby Center	220 N 7th Street	\$ 13,558.04	\$ 7,055.31	\$ 20,613.35	\$ 89,777.93	\$ 69,164.58	Shingle	
6550	67	2300399-009	Transit Transfer Station	200 Wheeler Ave.	\$ 55,540.42	\$ 11,547.24	\$ 67,087.66	\$ 138,230.00	\$ 71,142.34	Metal Roof	
6201	193	23-00399-011	Glass Pavilion	100 North B St.	\$ 56,752.96	\$ 25,683.62	\$ 82,436.58	\$ 120,727.20	\$ 38,290.62	Metal Roof	
6201	394	2300399-012	Compass Splash Pad Pumphouse	100 North A St.	\$ 5,030.23	\$ 1,697.79	\$ 6,728.02	\$ 18,625.20	\$ 11,897.18	Metal Roof	
6201	44	2300399-019	Elm Grove Center @MLK	1901 N. Greenwood Ave.	\$ 29,153.51	\$ 24,652.81	\$ 53,806.32	\$ 52,832.56	\$ (973.76)	Shingle	
6201	47	2300399-022	Elm Grove - Pavilion @ MLK Park	1901 N. Greenwood Ave.	\$ 2,091.30	\$ 726.58	\$ 2,817.88	\$ 2,815.41	\$ (2.47)	Shingle	
6201	177	2300399-056	MLK Park - Restroom Bldg. #2	2100 N R Street	\$ 2,304.87	\$ 3,492.84	\$ 5,797.71	\$ 5,597.00	\$ (200.71)	Shingle	
6201	80	2300399-001	Harry E. Kelley Park - Arch metal panel	121 Riverfront Dr.	\$ 72,865.95	\$ 29,131.80	\$ 101,997.75	\$ 223,053.60	\$ 121,055.85	Metal Roof	
		ADDED - 7/11/24	Harry E. Kelley Park - Mod Bit	121 Riverfront Dr.	\$ -	\$ -	\$ -	\$ 78,760.00	\$ 78,760.00	Modified Bitumen	
6201	65	2300399-014	Ross Pendergraft Park	199 Garrison Ave.	\$ 18,845.28	\$ 6,592.44	\$ 25,437.72	\$ 39,068.00	\$ 13,630.28	Shingle	
4701	200	2300399-015	Police Dept. - Mod Bit	100 S. 10th St				\$ 623,200.00		Modified Bitumen	
			Police Dept. - Metal Panels					\$ 129,815.40		Metal Roof	
			Police Department TOTAL		\$ 221,786.24	\$ 85,514.36	\$ 307,300.60	\$ 753,015.40	\$ 445,714.80	Police Dept. TOTAL	
4102	1	2300399-002	Blue Lion	101 N. 2nd St.	\$ 41,091.01	\$ 32,276.36	\$ 73,367.37	\$ 269,567.00	\$ 196,199.63	Modified Bitumen	
6870	64	2300399-017	Miss Laura's	2 North B St.	\$ 38,339.73	\$ 32,932.68	\$ 71,272.41	\$ 160,685.26	\$ 89,412.85	Modified Bitumen + Shingles	
4306	24	2300399-018	Coast Guard Building	3800 Grand Ave.	\$ 15,505.52	\$ 8,424.60	\$ 23,930.12	\$ 56,816.00	\$ 32,885.88	Modified Bitumen	
	411	2300399-033	Kelley Hwy - Water Equip. Building	3900 Kelley Hwy	\$ 4,908.47	\$ 3,766.84	\$ 8,675.31	\$ 11,867.83	\$ 3,192.52	Metal Roof	
	412	2300399-001	Kelley Hwy Maintenance Utility bldg	er Hill Xactimate includes awnings &	\$ 119,766.88	\$ 118,680.03	\$ 238,446.91	\$ 216,168.25	\$ (22,278.66)	Modified Bitumen	
	416	2300399-037	Kelley Hwy - Metal Bldg. East	3900 Kelley Hwy	\$ 15,553.81	\$ 13,220.26	\$ 28,774.07	\$ 29,308.06	\$ 533.99	Metal Roof	
	417	2300399-038	Kelley Hwy - Metal Bldg. West	3900 Kelley Hwy	\$ 26,950.99	\$ 22,071.81	\$ 49,022.80	\$ 63,339.00	\$ 14,316.20	Metal Roof	
	418	2300399-039	Kelley Hwy - Stationary Equip. Building	3900 Kelley Hwy	\$ 6,595.60	\$ 5,557.48	\$ 12,153.08	\$ 12,865.41	\$ 712.33	Metal Roof	

6201	198	2300399-061	Tilles Park Concession Stand	3700 Grand. Ave.	\$ 2,750.65	\$ 1,754.43	\$ 4,505.08	\$ 9,715.17	\$ 5,210.09	Shingle
6201	170	2300399-053	Fort Smith Park Pavillions	5301 River Front Dr.	\$ 7,941.50	\$ 7,542.02	\$ 15,483.52	\$ 15,203.50	\$ (280.02)	Metal Roof
5656	307	2300399-064	Sewage Handling "Bldg. D"	13 North P Street	\$ 4,103.61	\$ 7,189.47	\$ 11,293.08	\$ 15,034.00	\$ 3,740.92	Low Slope Metal ONLY
5656	308	2300399-065	Operations/Maintenance "Bldg. E"	13 North P Street	\$ 55,596.07	\$ 51,858.00	\$ 107,454.07	\$ 108,762.00	\$ 1,307.93	Modified Bitumen
5656	310	2300399-063	Blower Bldg "Bldg. F"	13 North P Street	\$ 25,519.91	\$ 17,229.90	\$ 42,749.81	\$ 112,807.00	\$ 70,057.19	Modified Bitumen
5656	314	2300399-066	Chlorine Storage "Bldg. C"	13 North P Street	\$ 15,839.66	\$ 17,472.41	\$ 33,312.07	\$ 84,369.00	\$ 51,056.93	Modified Bitumen
5656	315	2300399-067	Effluent Pump Station "Bldg. H"	13 North P Street	\$ 4,049.25	\$ 3,467.57	\$ 7,516.82	\$ 9,220.00	\$ 1,703.18	Modified Bitumen
5656	316	2300399-068	Peak Flow Floccula "Bldg. A"	13 North P Street	\$ 8,659.94	\$ 6,637.48	\$ 15,297.42	\$ 19,000.00	\$ 3,702.58	Modified Bitumen
		ADDED - 7/11/24	Chemicals Bldg "Bldg B"	13 North P Street	\$ -	\$ -	\$ -	\$ 62,948.00	\$ 62,948.00	Modified Bitumen
5656	347	2300399-072	Dechlorination Bldg "Bldg. G"	13 North P Street	\$ 8,171.05	\$ 7,337.62	\$ 15,508.67	\$ 19,223.94	\$ 3,715.27	Modified Bitumen
	364	23-00399-028	Pump Station #12	5 N. P St.	\$ 13,136.17	\$ 7,939.55	\$ 21,075.72	\$ 29,731.00	\$ 8,655.28	Modified Bitumen
	362	23-00399-029	Pump Station #10	5757 Plum St.	\$ 1,310.31	\$ 145.68	\$ 1,455.99	\$ 1,500.00	\$ 44.01	Metal Roof
		ADDED - 7/11/24	Mayor Baker Senior Citizens Center	3600 Albert Pike	\$ -	\$ -	\$ -	\$ 106,990.00	\$ 106,990.00	Modified Bitumen
							\$ 3,803,408.26	\$7,671,947.72	\$ 3,868,539.46	
Payment and Performance Bond Valuation: 1% of total Dale Crampton Estiamtes								\$76,719.48		
Contingency for increase of materials prices (since time of estimate) or unforeseeable instances: 2% of total Dale Crampton Estimates								\$153,438.95		
TOTAL CONTRACT AMOUNT								\$7,902,106.15		

SCOPE OF WORK PER CATEGORY

1) Modified Bitumen Roofs:

Remove all existing (2) ply modified bitumen roof systems down to the decking. When incurred, install all required insulation base layers and tapered insulation. Install ¼” dens deck prime cover board, attaching all to the existing decking/lightweight concrete/structural concrete substrates whichever is applicable. Over all buildings included, install Siplast 2 ply modified bitumen roof system in cold adhesive. Install walk pad at all existing locations. Install all new penetration flashings where they now occur.

Install new shop fabricated prefinished 24-gauge metal coping, receiver, counter flashing, eave, gutter, fascia, downspouts and metal expansion. Install new 24-gauge galvanized metal coping cleat, HVAC counter flashing and scuppers.

Includes 2-year personal guarantee as well as 20-year manufacturers NDL (no dollar limit) warranty.

2) Shingle Roofs:

Remove all existing shingles and underlayment down to the existing decking. Install (1) ply of synthetic underlayment attaching to the existing wood decking. Install new architectural shingles with new penetration flashings where they now occur. Install new shingle starter, and any occurred chimney flashing or counter flashing.

Includes 2-year personal guarantee and 30-year manufacturer’s warranty

3) Metal Panel Roofs:

Remove and dispose all existing metal panels, flashings, and underlayment’s down to the existing decking. Install new tile and metal underlayment. Install all new 24 GA flashing and metal panels to match existing type and style of what is currently on the buildings. Install new prefinished 24-gauge architectural metal panels, with the require screws with washers, mastic and sealant. Install all new prefinished 24-gauge metal valley’s, rake trim, ridge cap, gutter, downspouts and counter flashing. Install new premanufactured pipe boots where they now occur.

Includes 2-year personal guarantee and 20-year weather tightness warranty & 20-year metal finish warranty.

Bahsoon, Alie

Subject: FW: [Warning: External Email] RE: Letter of Recommendation

From: crainwater@dalecrampton.com <crainwater@dalecrampton.com>
Sent: Monday, July 1, 2024 10:36 AM
To: Bahsoon, Alie <abahsoon@FortSmithAR.gov>; Ann Creekiller <Ann.Creekiller@FortSmithAR.gov>
Cc: kfairfield@dalecrampton.com; 'Bob Cates' <Bob.Cates@halliwellglobal.com>
Subject: [Warning: External Email] RE: Letter of Recommendation

Alie,

Please see the email below from Mr. Bob Cates regarding the Letter of Recommendation from Halliwell Global. I have included him on this email should you have any questions.

Colt Rainwater
Cell: 479.504.5485
Office: 479.782.7251
dalecramptonroofing.com



710 Division St.
Fort Smith, AR 72904

From: Bob Cates <Bob.Cates@halliwellglobal.com>
Sent: Monday, July 1, 2024 10:21 AM
To: crainwater@dalecrampton.com
Subject: Letter of Recommendation

All,

It has been asked of me to give a letter of recommendation for the roofing contractor pertaining to this loss. Normally I don't give my recommendations unless I'm 100% sure that the company that I am recommending meet my expectations of professionalism.

I've been working with Colt Rainwater and others of Dale Crampton company on the above-mentioned loss. Not only am I OK with giving a recommendation I want to be clear that I have dealt with hundreds of roofing contractors and all types of losses and locations all over the country. I'm honored to write this letter and let whoever is reading it know that the professionalism, knowledge work ethics are all superior To most other roofing contractors that I've dealt with. The process that we have gone through on this file has gone very smooth because of all the knowledgeable people that work for the company and The honesty set forth.

If there are any questions or concerns, please do not hesitate into calling me personally on my cell phone for any more information needed. But at the end of the day, I highly recommend Dale Crampton Company.

Bob Cates | Halliwell
Bob.Cates@heainc.com
+1 405.774.3971 | mobile
+1 401.438.5020 | office
www.halliwellglobal.com



MEMORANDUM

TO: Carl E Geffken, City Administrator
CC: Jeff Dingman, Deputy City Administrator
FROM: Josh Buchfink, Public Relations Manager
DATE: July 15, 2024
SUBJECT: Resolution to establish a Partner City relationship with Ridgway, Colorado

SUMMARY

Presented for your consideration is an exciting opportunity for the City of Fort Smith to establish a Partner City relationship with Ridgway, Colorado. This initiative aims to connect our communities through the shared heritage of Charles Portis's "True Grit." Fort Smith is the primary backdrop in this iconic novel about Mattie Ross and U.S. Marshal "Rooster" Cogburn, and Ridgway is the setting for the 1969 film adaptation of the story. Moreover, Ridgway has a long history of capitalizing on "True Grit" tourism, so this partnership would be advantageous to both communities.

Initial ideas to foster this partnership are:

- **Exchanging Proclamations:** Formal proclamations to solidify our status as partner cities.
- **Promoting Shared Heritage:** Joint efforts to promote tourism and heritage through various media channels.
- **Installing Signage:** Installation of signage welcoming visitors and celebrating our "True Grit Partner City" status.

Tom Shay from True Grit Trail has been instrumental in making this partnership happen. His efforts in promoting the cultural significance of "True Grit" have greatly contributed to this opportunity.

I recommend we move forward with this proposal to formally establish ties between Fort Smith and Ridgway.

ATTACHMENTS

1. [7-23-34 Item ID 1079 Communications True Grit Partner City Resolution - FINAL DRAFT 1.pdf](#)
2. [7-23-34 Item ID 1079 Communications - True Grit Partner City Ridgway - ProclamationProclamation.pdf](#)

RESOLUTION NO. _____

**RESOLUTION TO ESTABLISH A PARTNER CITY RELATIONSHIP
WITH THE TOWN OF RIDGWAY, COLORADO**

WHEREAS, the City of Fort Smith, Arkansas, is historically recognized as the home of Judge Isaac Parker and the backdrop for the iconic story of "True Grit" by Charles Portis; and

WHEREAS, the Town of Ridgway, Colorado, has been recognized as Fort Smith in the 1969 movie adaptation of "True Grit"; and

WHEREAS, communities along the 250-mile True Grit Trail in Western Arkansas and Southeastern Oklahoma are embracing the growing interest in the story of Mattie Ross and Marshal Reuben J. "Rooster" Cogburn; and

WHEREAS, businesses within these communities are incorporating "True Grit" into their names and products, further promoting tourism and cultural interest; and

WHEREAS, there is a mutual benefit in forming a partnership to promote shared heritage and tourism for enthusiasts of Charles Portis and "True Grit";

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

The City of Fort Smith, Arkansas is hereby proclaimed to be a Partner City to Ridgway, Colorado. Together, both cities will continue to embrace the cultural significance of Charles Portis's work for future generations and will conceive ways to collaborate on promoting "True Grit" tourism.

PASSED AND APPROVED THIS 23rd DAY OF JULY, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to Form:



No Publication Required

City of Fort Smith

A PROCLAMATION CELEBRATING RIDGWAY, COLORADO DAY

*On the occasion of the establishment of a True Grit Partner City relationship with Ridgway, Colorado; **FOR***

WHEREAS, *the City of Fort Smith, Arkansas, is historically recognized as the home of Judge Isaac Parker and the backdrop for the iconic story of "True Grit" by Charles Portis; **AND***

WHEREAS, *the Town of Ridgway, Colorado, has been recognized as Fort Smith in the 1969 movie adaptation of "True Grit"; **AND***

WHEREAS, *communities along the 250-mile True Grit Trail in Western Arkansas and Southeastern Oklahoma are embracing the growing interest in the story of Mattie Ross and Marshal Reuben J. "Rooster" Cogburn; and; **AND***

WHEREAS, *businesses within these communities are incorporating "True Grit" into their names and products, further promoting tourism and cultural interest; **AND***

WHEREAS, *there is a mutual benefit in forming a partnership to promote shared heritage and tourism for enthusiasts of Charles Portis and "True Grit"; **AND***

NOW, THEREFORE, I, *George B. McGill, Mayor of the City of Fort Smith, do hereby proclaim July 23, 2024, as*

"RIDGWAY DAY"

in Fort Smith. On this day, we celebrate the shared heritage between Fort Smith and Ridgway, and we continue to embrace the cultural significance of Charles Portis's work for future generations as we conceive ways to collaborate on promoting "True Grit" tourism.

IN WITNESS WHEREOF, I *have hereunto set forth my hand and caused the Seal of the City of Fort Smith, Arkansas to be affixed this 23rd day of July, 2024.*

George B. McGill, Mayor



MEMORANDUM



TO: Carl E. Geffken, City Administrator
CC: Jeff Dingman, Deputy City Administrator
FROM: Lance A. McAvoy, Director of Water Utilities
DATE: July 15, 2024
SUBJECT: Pump Station No. 6 Dry Pit Submersible Pump Installation-Project 21-03-C1
 Final Payment Goodwin & Goodwin

SUMMARY

Pump Station No.6 needed to be modernized and the capacity increased to be in compliance with the Consent Decree. The Board approved Project Number 21-03-C1 on August 3, 2021, and awarded the contract to Goodwin & Goodwin Inc., in the amount of \$2,218,000.00. Additionally, in October 2022 the Board approved Change Order 2 adding \$448,506.12 to the contract making the total contract \$2,666,506.12. Change order one had previously added 84 days to the contract time.

Due to being 144 days late in completing the Project, \$72,000.00 of Liquidated damages were incurred. The final cost for completing the Project was \$2,594,504.62. The final payment will be \$61,325.31 after deduction of the liquidated damages. Attached is a resolution accepting the Project as complete and authorizing the final payment for Pump Station #6 Dry Pit Submersible Pump Installation, Project # 21-03-C1.

Please contact me if you or the Board of Directors have any questions or need additional information.

ATTACHMENTS

1. [7-23-24_Item_ID_1067_Uilities - Resolution.pdf](#)
2. [7-23-24_Item_ID_1067_Uilities.pdf](#)

FISCAL IMPACT: \$61,325.31
BUDGET INFORMATION: Budgeted / Water Utilities - 6505 Capital Improvement Fund

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO GOODWIN AND GOODWIN, FOR THE PUMP STATION NO. 6 DRY PIT SUBMERSIBLE PUMP-PROJECT 21-03-C1

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

SECTION 1: The construction of Pump Station No. 6 Dry Pit Submersible Pump, Project 21-03-Construction (C1), is hereby accepted as complete.

SECTION 2: Final payment to Goodwin and Goodwin in the amount of \$61,325.31, is hereby approved.

This Resolution adopted this _____ day of July 2024.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



_____ npr

Project Summary

Project Name:
PS 6 Dry Pit Submersible Pump
Installation

Project Number:
21-03-C1

Project Engineer:
Hawkins-Weir engineers, Inc.

Project Contractor:
Goodwin & Goodwin Inc.

Notice to Proceed Issued:

Project Status:
Award

Today's Date:
November 16, 2021

Staff Contact Name:
Lance McAvoy

Staff Contact Phone:
479-784-2401

October, 14 2021

	Dollar Amount	Contract Time (Days)
Original Contract Amount:	\$2,218,000.00	240
Change Order 1:	\$0.00	84
Change Order: 2	\$448,506.12	0
Adjusted Contract:	\$2,666,506.12	324
Payments to date (as negative):	-\$2,533,180.81	
Retainage Held	\$0.00	
Liquidated Damages	-\$72,000.00	
Final Payment	\$61,325.31	
Contract Balance Remaining	\$0.00	

Final Comments:

Contractor over ran contract time by 144 days resulting in the \$72,000.00 in LDs.

**PERIODIC PAYMENT REQUEST NUMBER 8 (FINAL)
PS 6 DRY PIT SUBMERSIBLE PUMP INSTALLATION
PROJECT NUMBER 21-03-C1**

DATE: June 18, 2024
PERIOD: 1/01/24 to 6/17/24

OWNER: CITY OF FORT SMITH, ARKANSAS
801 CARNALL AVENUE, SUITE 500
FORT SMITH, ARKANSAS 72901
479.494.3900

CONTRACTOR: GOODWIN & GOODWIN, INC.
3503 FREE FERRY ROAD
FORT SMITH, AR 72903

ENGINEER: HAWKINS-WEIR ENGINEERS, INC.
P.O. BOX 648
VAN BUREN, ARKANSAS 72957-0648
479.474.1227

ITEM NO	DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT BID	PERIOD	TO DATE	AMOUNT EARNED	UNUSED BALANCE
A.	Construction of Improvements for Pump Station 6 (PS 6) Riverfront (as shown in the Plans and stated in the Specifications, except for Item B-C)	1	LS	\$2,138,000.00	\$2,138,000.00	8.42%	100%	\$2,138,000.00	\$0.00
B.	Cost for Trench and Excavation Safety System for Pump Station 6 (PS 6) Riverfront (Specification 01665): In compliance with Act 291 of the General Assembly of the State of Arkansas requiring the inclusion in all bids for public works projects a separate pay item for Trench and/or Excavation Safety Systems	1	LS	\$50,000.00	\$50,000.00	20.00%	100%	\$50,000.00	\$0.00
C.	Performance and Payment Bond for Pump Station 6 (PS 6) Riverfront	1	LS	\$30,000.00	\$30,000.00	0%	100%	\$30,000.00	\$0.00
TOTAL					\$2,218,000.00	100%	\$2,218,000.00	\$0.00	

TOTAL CONTRACT	\$2,218,000.00
TOTAL CHANGE ORDERS TO DATE	\$448,506.12
ADJUSTED CONTRACT AMOUNT	\$2,666,506.12
COST OF CONTRACT PERFORMED TO DATE	\$2,218,000.00
COST OF CHANGE ORDERS PERFORMED TO DATE	\$448,506.12
TOTAL WORK TO DATE	\$2,666,506.12
MATERIALS STORED	\$0.00
RETAINAGE, 5% OF WORK COMPLETED	\$0.00
TOTAL DUE TO DATE	\$2,666,506.12
LESS PREVIOUS PAYMENTS	\$2,533,180.81
LESS LIQUIDATED DAMAGES TO DATE	(\$72,000.00)

BALANCE DUE THIS ESTIMATE **\$61,325.31**

PERCENT OF CONTRACT COMPLETE 100%
PERCENT OF TIME EXPENDED TO DATE 127%

RECOMMENDED BY: ENGINEER  DATE 6/21/24

APPROVED BY: CONTRACTOR  DATE 6/21/24

APPROVED BY: OWNER CITY OF FORT SMITH, ARKANSAS DATE

CHANGE ORDERS									
CHANGE ORDER NO. 2									
The following items are added to the Project:									
ITEM NO	DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT BID	PERIOD	TO DATE	AMOUNT EARNED	UNUSED BALANCE
Item 1	Additional Bypass Pumping	1	LS	\$82,439.10	\$82,439.10	0%	100%	\$82,439.10	\$0.00
Item 2	RFP No. 1 - Additional 42" diameter sewer	1	LS	\$328,667.02	\$328,667.02	14.81%	100%	\$328,667.02	\$0.00
Item 3	RFP No. 2 - Wet Well Concrete Rehabilitation	1	LS	\$23,000.00	\$23,000.00	0%	100%	\$23,000.00	\$0.00
Item 4	RFP No. 3 - Revise potable water piping	1	LS	\$14,400.00	\$14,400.00	0%	100%	\$14,400.00	\$0.00
SUB-TOTAL CHANGE ORDER NO. 2					ADD		100%	\$448,506.12	\$0.00

WORK ORDER DATE	10/11/2021
DATE OF THIS PAY ESTIMATE OR SUBSTANTIAL COMPLETION DATE IF ESTABLISHED	8/31/2023
DAYS UTILIZED TO DATE	686
DAYS ALLOWED, CONTRACT PLUS EXTENSIONS UNTIL COMPLETION (210 + 84 (CO No.1) + 248 (CO No. 2) = 542)	542
PER DAY LIQUIDATED DAMAGES ESTABLISHED BY CONTRACT UNTIL SUBSTANTIAL COMPLETION	\$500.00
DAYS REMAINING OR DAYS OVER (-)	-144
LIQUIDATED DAMAGES TO DATE	(\$72,000.00)

**CERTIFICATE OF
SUBSTANTIAL COMPLETION
PUMP STATION 6 DRY PIT SUBMERSIBLE PUMP INSTALLATION**

PROJECT: Pump Station 6 Dry Pit Submersible Pump Installation

PROJECT NO.: 21-03-C1

CONTRACT DATE: October 12, 2021

OWNER: City of Fort Smith

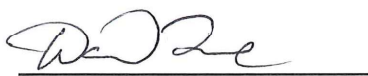
CONTRACTOR: Goodwin & Goodwin, Inc.

DATE OF ISSUANCE: June 18, 2024

The Work performed under this Contract has been reviewed and found, to the ENGINEER's best knowledge, information, and belief to be Substantially Complete. Substantial Completion represents that the progress of the Work is sufficiently complete in accordance with the Contract Documents so that the OWNER can occupy and utilize the Work for its intended use. The date of the Substantial Completion of the project is hereby established as August 31, 2023, which is also the date of commencement of applicable warranties required by the Contract Documents.

A punch list of items is attached hereto. The failure to include any items on this punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Hawkins-Weir Engineers, Inc.  6/21/24
By Date

Goodwin & Goodwin, Inc.  6/21/24
By Date



Punch List
Riverfront Drive Utilities Extension
HWEI Project No. 21-03-C1
March 12, 2024

1. Remove construction debris located around the site (north of fence, plug south of fence, and end of access road).
2. Light pack located on the south wall has faulted
3. Relocate cooling water flow switches to horizontal position
4. Remove protective film from doors
5. Pump #3- PVC union on air release has a drip
6. Pump #3- access hatch hinges need adjustment
7. Clean-up debris in basement
8. Door closure rods on the west door is not attached
9. Nut missing on stem coupling for wet well gate
10. Tighten nuts on wet well gate operator



MEMORANDUM



TO: Carl E. Geffken, City Administrator
CC: Jeff Dingman, Deputy City Administrator
FROM: Lance A. McAvoy, Director of Water Utilities
DATE: July 16, 2024
SUBJECT: Acquisition of Easements-Project 23-15 FL01 Capacity Improvements

SUMMARY

The City of Fort Smith is currently undergoing a complete examination of its Wastewater Collection and Transmission System. The City, and its contractors, are performing SSA (Sanitary Sewer Assessment) activities and repairs in various sub-basins throughout the City. These SSA activities are necessary to assess the condition of the pipe and repair pipes in the City’s sub-basins to determine if repair or replacement is needed.

As part of the project, the Utilities Department need to acquire Temporary Construction Easement and Temporary Right of Entry for the following property:

Parcel 18883-0000-02173-00 will need a Temporary Right of Entry (\$100.00) and this parcel will also have a Temporary Construction Easement (\$500.00).

In the event the named landowner declines to grant the easements, staff recommends that the city attorney be allowed to move forward under eminent domain to obtain the needed easements.

Because of the project's scheduling, staff recommends that the attached Resolution, which includes authorizing the city administrator and city attorney to proceed with eminent domain actions to acquire the needed wastewater line easements if the landowner declines to accept the city's offer, be submitted to the Board for approval. As always, representatives of the city will continue to negotiate with the property owners in an effort to reach a mutually agreeable settlement. Please contact me should you or members of the Board have any questions or desire additional information.

ATTACHMENTS

1. [7-23-2024_Item_ID_1125_Uilities - Resolution.pdf](#)
2. [7-23-2024_Item ID 1125 Utilities.pdf](#)

FISCAL IMPACT: \$600.00
BUDGET INFORMATION: Budgeted / Water Utilities - 6505 Capital Improvement Funds

CONSENT DECREE

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT AND RIGHT OF ENTRY FOR CONSTRUCTION IN CONNECTION WITH THE FL-01 CAPACITY IMPROVEMENTS PROJECT 23-15

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

SECTION 1: The following values for the acquisition of temporary construction easements and temporary right of entry for construction purposes for the FL-01 Capacity Improvement, Project Number 23-15 are approved, and acquisition of the easements for the amounts listed are hereby authorized:

<u>TRACT</u>	<u>PARCEL NUMBER</u>	<u>VALUE</u>
23-15-T1	18883-0000-02173-00 (Right of Entry)	\$100.00
23-15-T1	18883-0000-02173-00 (Temporary Construction)	\$500.00

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above-listed amounts.

CONSENT DECREE

SECTION 3: In the event the easements described herein cannot be acquired by negotiation, the City Administrator and the City Attorney are hereby authorized to commence eminent domain proceedings to obtain the necessary easements herein described and make deposits of just compensation of the values of the easements listed herein. All such actions previously taken for this project are hereby confirmed.

This Resolution adopted this _____ day of July 2024.

APPROVED:

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:



npr

FL-01 Capacity Improvements
Project No. 23-15
Property Owner: Bordelon Construction, LLC
City Tract No. 1
Date: July 16, 2024

**TEMPORARY RIGHT OF ENTRY EASEMENT FOR SURVEYING, EXPLORATION
AND APPRAISAL**

For and in consideration of the sum of \$1.00 dollar and other good and valuable consideration, the undersigned owner(s), (herein "Owner" whether one or more) of the following described property, do(es) hereby grant to the City of Fort Smith, Arkansas, a municipal corporation, its agents, contractors, successors and assigns (herein "the City"), a temporary right of entry easement and right of ingress and egress onto the following property lying in Sebastian County, State of Arkansas, to wit:

The property being Parcel Number 18883-0000-02173-00 as contained in the Sebastian County Assessor's Real Property Records.

With the right of ingress and egress to and from the same and across adjoining lands of the Owner, for the purpose of evaluating said property, including, but not limited to, surveying, soil testing by hand shoveling, boring or pits, pot holing, staking, and appraising in connection with the design of proposed water and sewer facilities as part of the FL01 Capacity Improvements.

Soil test bore or pit sites will be cleaned up and smoothed out by the contractor at the completion of this work. It is not anticipated that bore or pit sites will be left open overnight, however if that event happens, then the hole or pit will be protected by a plastic safety fence.

This Temporary Right of Entry Easement for Surveying, Exploration and Appraisal will expire twelve (12) months after the date of execution by the undersigned, or, upon completion of the survey, exploration and appraisal activities by the City, whichever is longer. In no event will this Temporary Right of Entry Easement for Surveying, Exploration and Appraisal be valid beyond eighteen (18) months after the date of its execution by the undersigned.

OWNER(S):

Signature

Date

Print Name

Title

Physical Mailing Address, City, State and Zip Code

Daytime Telephone Number(s): _____

Evening Telephone Number(s): _____

COMMENTS:

Check one of the following options. Please indicate if you would like to meet with us before our visit, if you would like to accompany us during our visit, or a list of times that are optimal for us to enter your property:

- Call Before Visit
- Leave Note on Door/Gate When Visit
- Calling, and/or, Leaving a Note Is Not Necessary

Project Name: FL-01 Capacity Improvements
Project No: 23-15
Tract No: T1
April 25, 2024

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

I, _____ of **Bordelon Construction, LLC**, their heirs, successors, and/or assigns, (hereinafter referred to as “GRANTOR”, whether one or more) for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Fort Smith, Arkansas, a municipal corporation, its agents, successors, and/or assigns, (hereinafter referred to as “GRANTEE”), a temporary easement for the construction of

TEMPORARY CONSTRUCTION EASEMENT 1

Part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter, all in Section 27, Township 9 North, Range 32 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Northeast Corner of said Northeast Quarter of the Southeast Quarter; Thence along the east line of said Section 27, S02°48'44"W, 126.94 feet to northerly right-of-way line of Riverfront Drive; Thence along said northerly right-of-way line the following courses: N77°13'39"W, 126.59 feet; N82°50'23"W, 199.88 feet; N82°20'29"W, 220.21 feet; Thence leaving said right-of-way line, N08°31'00"E, 3.18 feet; Thence N60°06'03"E, 204.68 feet to the Point of Beginning; Thence continuing N60°06'03"E, 82.82 feet; Thence S54°59'26"E, 50.00 feet; Thence S35°00'34"W, 75.00 feet; Thence N54°59'26"W, 85.12 feet to the Point of Beginning. Containing 0.116 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT 2

Part of the Southeast Quarter of the Northeast Quarter of Section 27, Township 9 North, Range 32 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter of the Northeast Quarter; Thence along the east line of said Section 27, S02°48'44"W, 126.94 feet to northerly right-of-way line of Riverfront Drive; Thence along said northerly right-of-way line the following courses: N77°13'39"W, 126.59 feet; N82°50'23"W, 199.88 feet; N82°20'29"W, 250.21 feet; Thence leaving said right-of-way line, N08°31'00"E, 18.13 feet; Thence N60°06'03"E, 232.74 feet to the Point of Beginning; Thence N54°59'26"W, 17.30 feet; Thence 16.11 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of N73°26'52"W and a distance of 15.83 feet; Thence S88°05'42"W, 12.98 feet; Thence 53.66 feet along the arc of a curve to the right, said curve having a radius of 75.00 feet and being subtended by a chord having a bearing of N71°24'27"W and a distance of 52.52 feet; Thence N50°54'37"W, 27.83 feet; Thence N39°05'23"E, 50.00 feet; Thence S50°54'37"E, 27.83 feet; Thence 17.89 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of S71°24'27"E and a distance of 17.51 feet; Thence N88°05'42"E, 12.98 feet; Thence 48.32 feet along the arc of a curve to the right, said curve having a radius of 75.00 feet and being subtended by a chord having a bearing of S73°26'52"E and a distance of 47.49 feet; Thence S54°59'26"E, 40.72 feet; Thence S60°06'03"W, 55.21 feet to the Point of Beginning. Containing 0.158 acres, more or less.

With the right of ingress and egress to and from the same.

See Easement Exhibit attached hereto and hereby made a part of this instrument.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

The consideration paid by GRANTEE is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

WITNESS our hands and seals on this ____ day of _____, 20____.

Bordelon Construction, LLC

Print: _____

Sign: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who signed the foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed and in the capacity therein stated, for the uses and purposes therein set forth, on behalf of said Grantor.

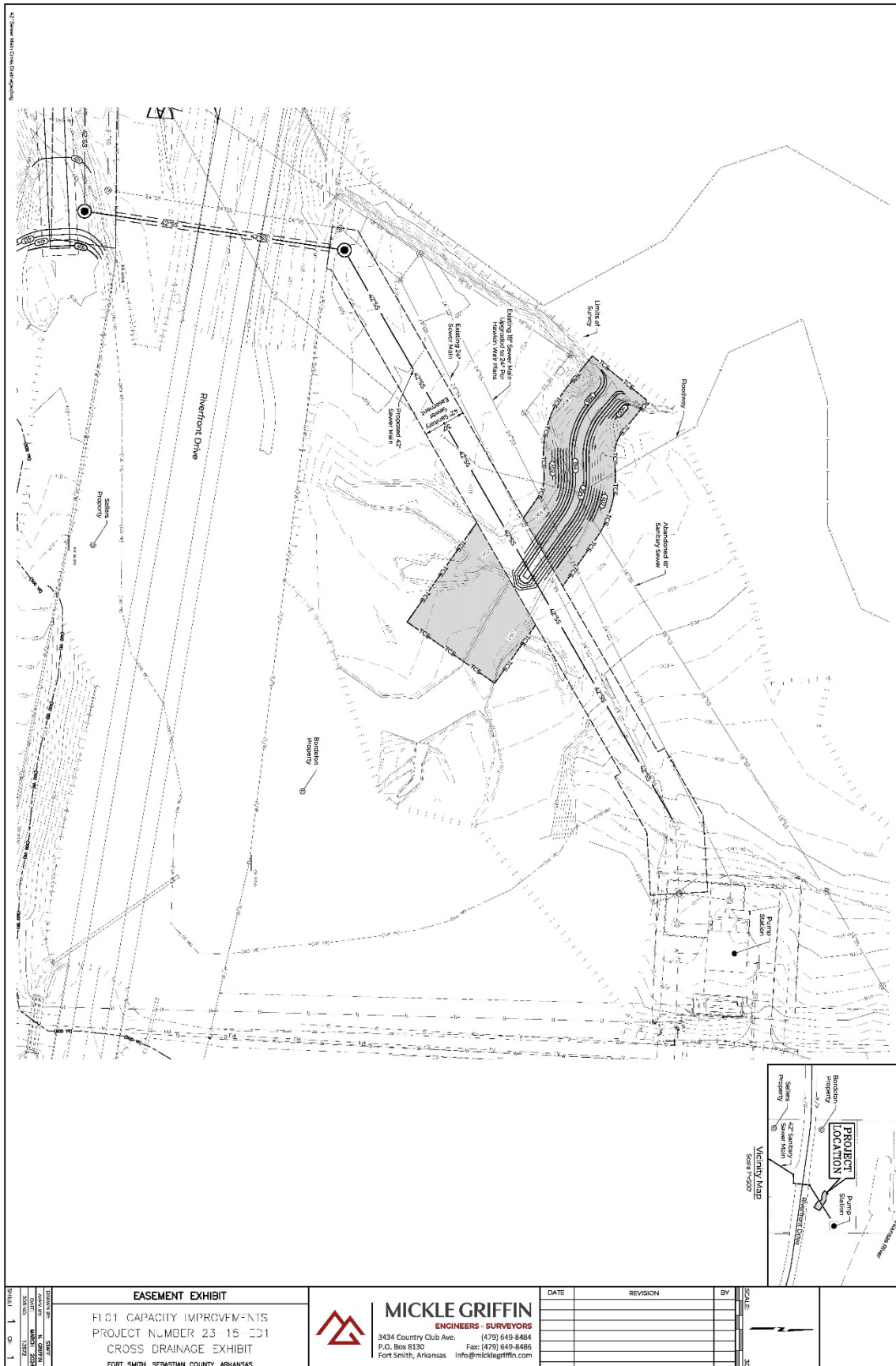
Witness my hand and official seal.

Notary Public, State of _____

My Commission Expires: _____

(Seal)

My Commission Number: _____



EASEMENT EXHIBIT	
PROJECT NO.	23-15-01
DATE	NOVEMBER 2023
SCALE	AS SHOWN
<p>FIG 01 CAPACITY IMPROVEMENTS PROJECT NUMBER 23-15-01 CROSS DRAINAGE EXHIBIT FORT SMITH, SEBASTIAN COUNTY, ARKANSAS</p>	

MICKLE GRIFFIN
ENGINEERS - SURVEYORS
3434 Country Club Ave. (479) 649-8484
P.O. Box 8130 Fax: (479) 649-8486
Fort Smith, Arkansas Info@micklegriffin.com

DATE	REVISION	BY

SCALE
30'



Tuesday, July 16, 2024

Bordelon Construction, LLC
4133 Riverfront Drive
FORT SMITH, AR 72904

Re: FL-01 Capacity Improvements
Project No. 23-15
Temporary Right of Entry for Surveying, Exploration and Appraisal
Tract No. 1

Dear Property Owner:

The City is in the process of making sewer repairs and upgrades to comply with the Consent Decree. In the coming months, the City and its contractors will be performing construction along the proposed route. The City and its contractors are requesting access to your property (**PARCEL# 18883-0000-02173-00**) for these purposes.

The City of Fort Smith is asking for a permanent Temporary Construction Easement on your property at **3701 Riverfront Drive, Fort Smith, AR**. An exhibit showing the easement area across your property is enclosed. The consideration being offered by the City is **\$500.00**.

Please find enclosed for your consideration, a Temporary Construction Easement, Direction of Payment, W-9 Form, A return envelope, and copies of all documents for your files.

If satisfactory, please sign and date the Easement as well as the Direction of Payment form in front of a notary public. Sign the W9 forms (notary not needed), then return the executed documents in the prepaid, self-addressed return envelope provided for your convenience. The remainder of the documents (marked COPY) are for you to keep for your records. Your response to this letter is needed within seven (7) days from letter date. If no response is given within the seven (7) day period we will assume that you have rejected this offer and the City of Fort Smith will proceed with condemnation action to acquire the Easements needed.

Should you have any problems finding a notary, or with having the document notarized, please contact me and arrangements will be made.

If you have any questions or concerns, please feel free to contact me at (479) 522-7246 or by email at cbethel@fortsmithar.gov.

Your earliest attention to this matter is greatly appreciated.

Sincerely,

Chad Bethel
Property Manager
Enclosures

Property Valuation Report

Property Owner(s): Bordelon Construction, LLC

Property Address: 3701 Riverfront Dr
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: See attached note. Total calculated value rounded to nearest hundred.


Calculation of Value

of Easement: A. Easement: 0.274 acres 6000.00 per acre @
25% value equals \$ 411.00

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items:

To be replaced by contractor

Total Calculation of Value to be paid to Property Owner: \$ **500.00 Permanent Access Easement**



Lance McAvoy
Director of Water Utilities



Chad Bethel
Property Manager

*Attach copy of appraisal document cover page and other pertinent pages used to determine value. Typically, easements appraise at 50% of the full value of the land and when encumbered by an existing prescriptive easement of any type, appraise at 25% of the full value of the land, except for drainage which typically appraise at 100%. Temporary Construction Easements are typically appraised at 10% of the fee value of land and represent a prorated rental payment based on one year. **Other damages, if any, to improvements should be estimated and paid in addition to the value of the easement, unless replaced by contractor as part of the contract. Trees and landscaping removed inside of existing easements are typically not paid for or replaced as the city has the right to remove them pursuant to the terms and conditions of most written recorded easements.

NOTE

Property Valuation Report Calculation

Last sale of property was on 4/3/2023 for \$150,000.00. Property has 29.66 acres. Real Estate Transfer Tax form attached at bottom of page.

$$150,000 / 29.66 = 5,057.32$$

\$5,057.32 was then rounded to an even \$6,000.00 per acre.

Size of take in Temporary Construction Easement (TCE), both 1 and 2, is 0.274 acres.

$$\$6,000.00 * 0.274 \text{ acres} = \$1,644$$

\$1,644.00 was then rounded to an even \$2,000.00.

Percentage paid for TCE acquisition is 10% - 25%. Not being an appraiser I went with 25%.

$$\$2,000.00 * 0.25 = \$500.00$$

Total offer for TCE 1 & 2 together will be \$500.00

Chad Bethel 5/10/2024



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 2206474-111

Grantee: BORDELON CONSTRUCTION, LLC
Mailing Address: 4133 RIVERFRONT DR
FORT SMITH AR 729041713

Grantor: LISA SELLERS
Mailing Address: 6001 FORT LN
FORT SMITH AR 729041606

Property Purchase Price: \$150,000.00
Tax Amount: \$495.00

County: SEBASTIAN
Date Issued: 04/03/2023
Stamp ID: 870963200

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): WACO TITLE

Grantee or Agent Name (signature): Waco Title [Signature] Date: 4/3/23

Address: 4133 Riverfront Dr

City/State/Zip: Fort Smith AR 72904

NOTE

Property Valuation Report Calculation

Last sale of property was on 4/3/2023 for \$150,000.00. Property has 29.66 acres. Real Estate Transfer Tax form attached at bottom of page.

$$150,000 / 29.66 = 5,057.32$$

\$5,057.32 was then rounded to an even \$6,000.00 per acre.

Size of take in Temporary Construction Easement (TCE), both 1 and 2, is 0.274 acres.

$$\$6,000.00 * 0.274 \text{ acres} = \$1,644$$

\$1,644.00 was then rounded to an even \$2,000.00.

Percentage paid for TCE acquisition is 10% - 25%. Not being an appraiser I went with 25%.

$$\$2,000.00 * 0.25 = \$500.00$$

Total offer for TCE 1 & 2 together will be \$500.00

Chad Bethel 5/10/2024

Grantor:
Mailing Address:



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Property Purchase
Tax Amount:

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 2206474-111

County:
Date Issued:
Stamp ID:

Grantee:
Mailing Address:

BORDELON CONSTRUCTION, LLC
4133 RIVERFRONT DR
FORT SMITH AR 729041713

Grantor:
Mailing Address:

LISA SELLERS
6001 FORT LN
FORT SMITH AR 729041606

Property Purchase Price: \$150,000.00
Tax Amount: \$495.00

County: SEBASTIAN
Date Issued: 04/03/2023
Stamp ID: 870963200

Address:

City/State/Zip:

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): WACO TITLE

Grantee or Agent Name (signature): Waco Title Doc Date: 4/3/23

Address: 4133 Riverfront Dr

City/State/Zip: Fort Smith AR 72904



MEMORANDUM

TO: Carl E. Geffken, City Administrator
FROM: Jeff Dingman, Deputy City Administrator
DATE: July 16, 2024
SUBJECT: Participation & Release form related to the Kroger Settlement

SUMMARY

Through the Arkansas Municipal League, the City may participate in national class action opioid litigation including action against Kroger, Co. via settlement agreement. The AML's legal team requires that the City provide a "Subdivision Participation and Release Form" for continued participation in the settlement action. In order to obtain and in consideration for the benefits provided to the City of Fort Smith pursuant to the Settlement Agreement dated March 22, 2024 (the "Kroger Settlement"), the City must affirmatively elect to participate the action.

A Resolution authorizing the Mayor to execute a "Subdivision Participation and Release Form" on behalf of the City to indicate affirmative participation in the Kroger Settlement is included for the Board's consideration at its July 23, 2024 regular meeting.

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

ATTACHMENTS

1. [20240723_Resolution_-_Authorizing_Kroger_Settlement_Participation.pdf](#)
2. [20240723 Kroger Settlement Participation Form - Mayor.pdf](#)

RESOLUTION NO. _____

RESOLUTION APPROVING PARTICIPATION IN THE KROGER SETTLEMENT NATIONAL OPIOID ACTION VIA THE ARKANSAS MUNICIPAL LEAGUE; AND AUTHORIZING THE MAYOR TO EXECUTE REQUIRED DOCUMENTS FOR PARTICIPATION

WHEREAS, the City of Fort Smith opted in for representation by the Arkansas Municipal League in the matters of national opioid class action matters; and

WHEREAS, the AML recommends that the City specifically opt-in to the “Kroger Settlement” action by designating and authorizing execution of a “Subdivision Participation and Release Form”.

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

Section 1. The City of Fort Smith hereby elects to participate in the “Kroger Settlement” national opioid action via legal representation provided by the Arkansas Municipal League; and

Section 2. The Mayor is hereby authorized to execute a “Subdivision Participation and Release Form” and any other documents related to the Kroger Settlement action and submit the same to the Arkansas Municipal League on behalf of the City of Fort Smith.

This Resolution adopted this _____ day of July, 2024.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release

Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



MEMORANDUM

TO: Carl Geffken, City Administrator
CC: Jeff Dingman, Deputy City Administrator
FROM: Stan Snodgrass, Director of Engineering
DATE: July 16, 2024
SUBJECT: Amendment No. 1 with Burns and McDonnell Engineering
 Project Engineering Services (Project No. 24-90-A)

SUMMARY

In February of this year, an initial agreement was approved with Burns and McDonnell Engineering (BME) to provide Project Engineering services. These services with BME are provided on an as-needed basis to fill the role of a Project Engineer in the department. This work is needed due to the ongoing staffing shortage of Project Engineers in the City's Engineering Department. We currently have filled zero of four Project Engineer positions in the department.

The work provided by BME primarily includes the review and administration of public infrastructure projects which are part of the one cent sales tax program for streets, bridges and associated drainage. The work also includes other services as noted in Exhibit A, Scope of Services, on attached Amendment No. 1.

In order to continue these services with BME, the attached amendment is needed. With the preparations of the 2025 budget and capital improvement program quickly approaching, we anticipate expending more time for these services throughout the remainder of 2024.

A Resolution authorizing the Mayor to execute Amendment Number 1 with Burns and McDonnell Engineering is attached. I recommend that this Resolution be accepted by the Board at the next regular meeting.

ATTACHMENTS

1. [07232024_Item_ID_1119_ENGR__24-90-A_Amendment_1_Resolution.pdf](#)
2. [07232024_Item_ID_1119_ENGR_24-90-A_Amendment_1_Attachment.pdf](#)

FISCAL IMPACT: \$172,224.00
BUDGET INFORMATION: Budgeted / Engineering - Sales Tax Program

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AMENDMENT NUMBER 1 TO THE
PROFESSIONAL SERVICES AGREEMENT FOR THE
PROJECT ENGINEERING SERVICES
PROJECT NO. 24-90-A**

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

SECTION 1: Amendment No. 1 to the professional services agreement with Burns & McDonnell Engineering Company, Inc. for the Project Engineering Services (Project 24-90-A), which increases the contract amount by \$172,224.00 to an adjusted contract amount of \$242,424.00, is hereby approved.

SECTION 2: Payment for engineering services authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this _____ day of July, 2024.

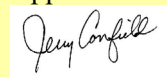
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

**AMENDMENT NUMBER ONE
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

In accordance with the **AGREEMENT** for **PROFESSIONAL SERVICES** dated February 9th, 2024, (hereinafter called **AGREEMENT**) between the City of Fort Smith, Arkansas (hereinafter called **OWNER**) and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

(hereinafter called **ENGINEER**) in connection with the **Project Engineering Services (Project Number 24-90-A)** (hereinafter called **PROJECT**) **OWNER** hereby authorizes **ENGINEER** to proceed with the following services:

SECTION 1 – SCOPE

Amendment #1 allows for the continuation of professional services provided by the **ENGINEER** for the **PROJECT**. The professional services are detailed in the attached **Exhibit A, Scope of Services**.

OWNER shall pay **ENGINEER** for services rendered an amount equal to the cumulative hours charged to the **Project** for each class of **ENGINEER**'s employees multiplied by **ENGINEER**'s Hourly Rates as shown on the attached **Exhibit B, Engineer's Hourly Rates**, plus approved reimbursable expenses, and **ENGINEER**'s Consultant charges, if any. **ENGINEER**'s charges for this Amendment shall be as provided as shown on the attached **Exhibit C, Fee Schedule**.

SECTION 2 – COMPENSATION

OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of the AGREEMENT. Total compensation shall be increased with this Amendment by **One Hundred Seventy Two Thousand Two Hundred Twenty Four Dollars and Zero Cents (\$172,224.00)**. The total compensation from the original AGREEMENT plus Amendment Number One described herein shall not exceed **Two Hundred Forty Two Thousand Four Hundred Twenty Four Dollars and Zero Cents (\$242,424.00)** without written approval of OWNER.

It is acknowledged that ENGINEER may choose to update their Hourly Rates on an annual basis. If ENGINEER proposes an update of the Hourly Rates in attached **Exhibit B, "Engineer's Hourly Rates"**, or of the Consultant charges in attached **Exhibit C, "Fee Schedule"**, ENGINEER will provide those updates for signature approval by the Director of Engineering prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in Section 3 shall not be exceeded without written approval of the Owner.

SECTION 3 - EXECUTION

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the

signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST:

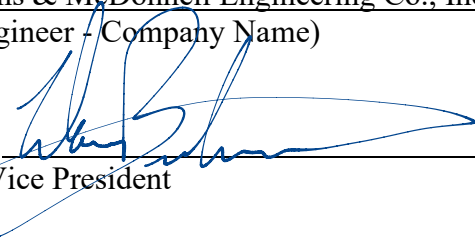
(City Clerk), Sherri Gard

City of Fort Smith, Arkansas
(Owner)

By: _____
George McGill, Mayor

Date Signed: _____

Burns & McDonnell Engineering Co., Inc.
(Engineer - Company Name)

By:  _____
Vice President

Darin Brickman
(Printed Name)

9400 Ward Parkway
(Mailing Address)

Kansas City Missouri 64114
(City) (State) (Zip)

Engineer License or Certificate No. 17

State of: Arkansas

END OF AMENDMENT

**AMENDMENT #1
EXHIBIT A
SCOPE OF SERVICES
PROJECT ENGINEER SERVICES
Project No. 24-90-A**

BACKGROUND INFORMATION

The City of Fort Smith Engineering Department is currently experiencing a staff shortage of Project Engineers. Burns & McDonnell recognizes and understands the importance of the City's continued efforts to identify and recruit candidates with appropriate experience and technical abilities. In support of the City's efforts during the staffing shortage, Burns & McDonnell will provide engineering services as defined below.

This agreement shall generally consist of providing engineering services with a specific focus on providing staff to fill a Project Engineer role for the City of Fort Smith (OWNER). The following scope of services is to be provided by Burns & McDonnell Engineering Company, Inc. (ENGINEER) and/or their sub-consultants.

TASK SERIES 100 – PROJECT COORDINATION, COMMUNICATION, AND MANAGEMENT

Task 101 - Project Management/Administration

Provide the management functions required to successfully complete the scope of work. Tasks include:

- A. Correspondence with the City of Fort Smith, AR (OWNER)
- B. Supervision and coordination of services
- C. Scheduling and assignment of personnel resources
- D. Monitoring of scope of services work progress
- E. Invoicing for work performed
- F. Providing project status updates to OWNER

TASK SERIES 200 – PROJECT ENGINEER SERVICES

Task 201 – Duration of Services

Project Engineer Services shall be provided on an as-needed basis. It is the intent of this agreement to complete the services set forth herein with a normal weekly work schedule of approximately 32 hours per week for approximately 23 weeks, until the contract is exhausted, or services are no longer needed.

Task 202 – Responsibilities

Project Engineer tasks may include the following:

- A. Review studies, plans, specifications, and design data for City projects prepared by others to confirm compliance with City design criteria, standards, and ordinances.
- B. Prepare preliminary studies, project cost estimates, and project schedules for improvements designed by others.

- C. Prepare draft scope of work and design criteria for engineering services contracts; review consultant qualifications and proposals and negotiate fees for services, and obtain City review and approval. Administer engineering contracts executed by City.
- D. Serve as the City's Project Engineer on assigned public infrastructure projects working collaboratively with design consultants and construction contractors, review design documents prepared by others including plans, specifications, contract documents, cost estimates and schedules for construction projects; supervise or coordinate field surveys, subsurface investigations, material testing and drafting by others. Perform field investigations and observe construction progress as needed. Prepare design standards, standard construction specifications, ordinances and other documents for review and approval by City to be used on City projects.

Estimates, schedules, forecasts and projections prepared by ENGINEER relating to financial analysis parameters, construction costs, construction schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Engineer's experience, qualifications and judgment as a professional. Engineer does not guarantee that any such parameters, costs, schedules, quantities, performance, results, etc., included in estimates and projections prepared by Engineer, except estimates of the Engineer's own fees and expenses, will not vary significantly from those actually experienced or realized by Owner.

Furnishing of project representatives and performing project site visits to investigate, observe or monitor the project, whether or not during any period when construction or equipment installation is underway, shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or any construction contractor(s') failure to perform its work in accordance with any contract documents.

- E. Review legal descriptions, easements and other documents prepared by others. Coordinate with City appraisers and attorneys, develop cost data and other information regarding right-of-way acquisition. Contact property owners, review project impact and assist City with obtaining easements.
- F. Administer construction contracts, review and analyze bids, coordinate utility relocations, review quality control reports, review pay applications, change orders and related construction documents.
- G. Assist other city departments and/or programs in review and analysis of data, public infrastructure projects, project development, programming, scheduling and contract administration.
- H. Consult and provide information to consulting engineers, surveyors, agencies, contractors, 3rd party project representatives and general public regarding the use of City design standards, material technical specifications and standard construction

specifications, and project administrator guidelines. Investigate citizen complaints and provide findings to City for review and approval of recommended restoration.

END OF EXHIBIT A

AMENDMENT #1
EXHIBIT B - ENGINEER'S HOURLY RATES

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$71.00
Technician*	6	\$86.00
Assistant*	7	\$102.00
	8	\$140.00
	9	\$165.00
Staff*	10	\$189.00
	11	\$205.00
Senior	12	\$234.00
	13	\$252.00
Associate	14	\$262.00
	15	\$268.00
	16	\$274.00
	17	\$278.00

<u>Description</u>	<u>Unit Cost</u>
Flow Monitoring	\$65/meter-day (includes meter)
Rain Gauge Monitoring	\$25/gauge-day
Confined Space Equipment	\$100/day (meter installation)

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at Level 17 rate plus 25%.
4. For services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 7%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2023, and are subject to revision thereafter.

AMENDMENT #1
EXHIBIT C - FEE SCHEDULE

Task #	Tasks	Hours	Total Cost
1	Professional Services as needed and as described in Tasks 101, 201, and 202 of Exhibit A	736	\$172,224
Total			\$172,224



MEMORANDUM



TO: Carl E. Geffken, City Administrator
CC: Jeff Dingman, Deputy City Administrator
FROM: Lance A. McAvoy, Director of Water Utilities
DATE: July 16, 2024
SUBJECT: Massard Water Reclamation Facility Repairs

SUMMARY

The existing filter press at Massard Water Reclamation Facility was installed in 2002 to dewater solids prior to landfill disposal. Having surpassed its expected useful life, the filter press now necessitates extensive repairs to ensure continued functionality, especially crucial for meeting regulatory requirements.

Utility Staff obtained quotes from two vendors, Andritz and GSM Engineered Fabrics, LLC (GSM), to address these pressing repair needs. Andritz, the original manufacturer, proposes a refurbishment cost of \$237,913. Their approach involves disassembling the press on-site and shipping components to their factory for refurbishment, a process expected to span 12-14 weeks. During this time, sludge accumulation will require transport to P St. for processing, incurring approximately \$250,000 in additional costs.

To explore alternatives to higher repair expenses, staff also sought a quote from GSM, which provided a proposal totaling \$256,741. Although GSM has higher repair costs, their strategy promises a much shorter downtime of less than 2 weeks, eliminating the need for sludge hauling. This streamlined approach not only avoids additional expenses but also includes site-work that Andritz's proposal overlooks, necessitating the Utility Staff to handle these tasks separately.

Given these advantages associated with GSM's rehabilitation plan, the Utility Staff recommends proceeding with GSM for the repairs. A Resolution accepting the proposal of GSM and approving the purchase for equipment repairs in the amount of \$256,741 (excluding taxes) is attached. The funding for this project is available through 2024 Utilities Operations Budget for 56560300 - 527200 (Maintenance – Equipment). The budget originally allocated \$570,000 for both press repairs and sludge hauling, and by selecting GSM, the project is expected to save close to \$250,000, barring any unforeseen circumstances experienced during actual repairs.

Please contact me should you or members of the Board have any questions or desire additional information.

ATTACHMENTS

1. [7-23-2024_Item_ID_1124_Utilities - Resolution .pdf](#)
2. [7-23-2024 Item ID 1124 Utilities.pdf](#)

FISCAL IMPACT: \$256,741.00
BUDGET INFORMATION: Budgeted / Water Utilities - 2024 Operating Budget
56560300-527200

RESOLUTION NO. _____

AN RESOLUTION ACCEPTING THE PROPOSAL OF GSM ENGINEERED FABRICS,
LLC FOR REPAIRS TO THE FILTER PRESS AT THE
MASSARD WATER RECLAMATION FACILITY

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

The proposal from GSM Engineered Fabrics, LLC in the amount of \$256,741.00
plus applicable taxes, for parts and repairs required for the filter press at the Massard
Water Reclamation Facility is hereby accepted and the purchase is approved.

PASSED AND APPROVED this _____ day of July 2024.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr



GSM Engineered Fabrics LLC
 2015 Gateway Park Court
 Kingsport TN 37663
 United States
 (423) 348-0954

Quote
 #QUO3281
 3/7/2024

Terms Net 30
Lead Time 12-16 weeks
Incoterm FOB
Location Customer's Site
Sales Rep Mark Duncan
Email mark@gsmfiltration.com
Shipping Best Way

Notes
Belt Press Refurbishment with new Stainless-steel clad replacement rollers

Bill To
City of Fort Smith/ Massard WWTP 1609 9th St. Barling AR 72923 United States

Ship To
City of Fort Smith/ Massard WWTP 1609 9th St. Barling AR 72923 United States

Item	Quantity	Rate	Amount
------	----------	------	--------

This quote is to refurbish Ft. Smith's existing belt press with the exception of re-galvanizing the frame. Rollers will all be replaced with NEW stainless-steel clad rollers and BUNA covered where necessary along new bearing assemblies. All the wearable components will be replaced. If the customer elects to stick with the standard thermoplastic roller coverings the price will be reduced by \$8,000 dollars. GSM will also offer a credit for used exchanged rollers based on their condition up to \$ 10,000. GSM has also included new drive units, if replacing the existing units is not elected the existing units will be drained and filled with new fluids. Belt press will be stripped down completely and reassembled with whatever new components the customer elects to purchase in a 7-day time frame.

New 24" Stainless-Steel Perforated Roller, new mounted SKF bearing assemblies. Ref. Part # : DMM20247-XL or 300878427 or 300878980	1	\$27,895.00	\$27,895.00
New 16" Diameter S-Pressure Roller, stainless-steel cladding coverings, new mounted SKF bearing assemblies. Ref. Part # : DMM20277 or 300879414	1	\$20,338.00	\$20,338.00
New 12.75" Diameter S-Pressure Roller, stainless-steel cladding coverings, new mounted SKF bearing assemblies. Ref. Part # : DMM19541 or 300878429	4	\$12,529.00	\$50,116.00
New 8-5/8" Diameter Tension Roller, stainless-steel cladding coverings, new mounted SKF bearing assemblies. Ref. Part # : DMM19587 or 300185402	2	\$10,868.00	\$21,736.00
New 8-5/8" Diameter Deflection Roller, stainless-steel cladding covering, new mounted SKF bearing assemblies. Ref. Part # : DMM19598 or 300878805	1	\$10,712.00	\$10,712.00
New 13.25" Diameter Drive Rollers, BUNA Nitrile covering, new mounted SKF bearing assemblies. Ref. Part # : DMM19607 or 300179646	2	\$13,361.00	\$26,722.00
New 7" Diameter Tracking Roller, BUNA Nitrile covering, new mounted SKF bearing assemblies. Ref. Part # : DMM19602 or 300878806	2	\$8,639.00	\$17,278.00
New 6-1/2" Diameter Deflection Roller, stainless-steel cladding covering, new mounted SKF bearing assemblies. Ref. Part # : DMM19611 or 300878807	1	\$8,864.00	\$8,864.00

Quotes are valid for 30 days. Major credit cards accepted with a 4% transaction fee. This order is subject to and shall be governed exclusively by GSM's Standard Terms and Conditions, which can be viewed by contacting sales@gsmfiltration.com.



GSM Engineered Fabrics LLC
 2015 Gateway Park Court
 Kingsport TN 37663
 United States
 (423) 348-0954

Quote
 #QUO3281
 3/7/2024

Item	Quantity	Rate	Amount

Other Components required for refurbishment: 4 ea. Tension Air Bellows, 4 ea. Tracking / Steering Air Bellows, 64 ea. Gravity & Wedge Section Wear strips, 52 ea. Molded Plow Chicanes with wear shoes, 2 ea. Tracking / Steering Stainless Steel Control Valves, 2 ea. Tracking / Steering Belt Paddles / Arms, 8 ea. Shower Box Seals "BUNA", 4 ea. Doctor Suspension Units, 4 ea. Doctor Suspension Brackets, 2 ea. Doctor Blades, 1 ea. Distribution Chute Seal, 1 ea. Transverse Seal, 1 ea. Headbox Wall Seal, 42 ea. Shower Nozzles, 1 set of New Belts (84" x 633"Lg. & 84" x 652" Lg.)			
SEW Eurodrive Gearbox with motors	2	\$4,881.00	\$9,762.00
Air Bellows# GSMAB6910	4	\$415.00	\$1,660.00
Air Bellows, Single Convolution	4	\$299.00	\$1,196.00
Wear Strip - EP625, J-Leg .25"W x 1.00H x 91"L	70	\$58.00	\$4,060.00
Holder, Left Hand Plow, Part# 60118515	26	\$37.55	\$976.30
GSM 50007 - Left Handed Plow Sole Yellow	26	\$22.50	\$585.00
Holder, Right Hand, Plow,	26	\$37.55	\$976.30
GSM 50006 - Right Handed Plow Sole Yellow	26	\$22.50	\$585.00
SLB-XXX1.25C-FF-X 1-1/4" Rubber Flap Seal for Gravity sidewall seals Minimum Order 150FT. Purchase in quantities of 150FT.	150	\$2.10	\$315.00
GSMSV0090 - Steering Valve, Pneumatic, Stainless Steel	2	\$1,358.00	\$2,716.00
Assembly, 6.00 LG Steering Paddle - with Ceramic Wear Pad	2	\$105.00	\$210.00
Shower Box Seal - 3"H x 90.5"L, Buna, GSM# SLB-90-503BS-FF-X	8	\$112.00	\$896.00
2.5mm Shower Nozzle Assembly	42	\$21.25	\$892.50
Shower Brush Assembly, 1.5" header	2	\$1,849.00	\$3,698.00
Block, Shower Header, Side Support	4	\$38.00	\$152.00
Shower Valve Spare Parts Kit - Standard Seals	2	\$145.70	\$291.40
Suspension Unit for Doctor Blade, GSM# DB-SU2740 - Use with bracket DB-SUBR2740	4	\$68.00	\$272.00
Bracket for Suspension Unit, GSM# DB-SUBR2740	4	\$28.00	\$112.00
Doctor/Scraper Blade, 4"W x 86"L GSM# DBU-864A-D45-CFEX	2	\$124.00	\$248.00
Tension Rack Shaft Bushings 3"	8	\$75.00	\$600.00
Tensioning Assembly Pinion Cross-shaft Bushings	4	\$65.00	\$260.00
SEAL, DISTRIBUTION CHUTE Ref Part# 131406353	1	\$129.00	\$129.00
Backwall/Transversal Seal, 10"H x 82"L, Buna, GSM# SLB-8210BS-FF-X	1	\$123.00	\$123.00
4" Headbox Splash Seal 89.50" Lg.	1	\$110.00	\$110.00
GSM 62-350P - 84" wide by 633" long with heat sealed and doped edges. 8 clips/ in.	1	\$1,788.00	\$1,788.00

Quotes are valid for 30 days. Major credit cards accepted with a 4% transaction fee. This order is subject to and shall be governed exclusively by GSM's Standard Terms and Conditions, which can be viewed by contacting sales@gsmfiltration.com.



GSM Engineered Fabrics LLC
 2015 Gateway Park Court
 Kingsport TN 37663
 United States
 (423) 348-0954

Quote
 #QUO3281
 3/7/2024

Item	Quantity	Rate	Amount
GSM 62-350P - 84" wide by 652" long with heat sealed and doped edges. 8 clips/in.	1	\$1,841.00	\$1,841.00

Labor Rate In Transit- \$103/hr, Two Man crew traveling from Kingsport, TN. to Ft. Smith, AR. and then traveling back to Kingsport, TN.	46	\$103.00	\$4,738.00
Mileage rate for Service - \$1.25/mi. This includes mileage from Kingsport, TN to Ft. Smith, AR. with truck and trailer both ways.	1,550	\$1.25	\$1,937.50
Standard Labor Rate - \$140/hr, Two member crew working 10 hour days, for 7 working days	140	\$140.00	\$19,600.00
Overnight Per Diem - \$275 per crew member, two-member crew, 7 days total	14	\$275.00	\$3,850.00
Per Diem - Full Day (No Overnight)	2	\$200.00	\$400.00
Rental Forklift or telehandler & Rigging	1	\$2,500.00	\$2,500.00
Optional cost to remove and replace platform, stairs, grating to have access to belt press. Cost would consist of two-member crew working 8 hours one day to remove and 8 hours one day to put back in place the platform at the standard labor rate - \$140/hr., two extra days of per diems for each crew member	32	\$175.00	\$5,600.00
Subtotal			\$256,741.00
Total			\$256,741.00

Quotes are valid for 30 days. Major credit cards accepted with a 4% transaction fee. This order is subject to and shall be governed exclusively by GSM's Standard Terms and Conditions, which can be viewed by contacting sales@gsmfiltration.com.

Fort Smith, AR – WWTP

Andritz 2.0m Belt Filter Press Refurbishment Proposal

Proposal: Budgetary BFP Refurb
Date: May 22, 2024

By: Todd Pratt
Tel: (214) 886-4056
E-mail: todd.pratt@andritz.com



ANDRITZ SEPARATION INC.

1010 Commercial Blvd S.
Arlington, Texas 76001, USA
Phone: +1 800 433 5161
Fax: +1 817 468 3961
separation.us@ANDRITZ.com

www.ANDRITZ.com

Confidential document. All rights reserved. No duplication or disclosure to third parties permitted without the written consent of ANDRITZ AG.

5/22/2024

TO: Fort Smith, AR – WWTP

PROJECT: Belt Filter Press Refurbishment

PROJECT LOCATION: Fort Smith, AR

Reference: Andritz 2.0m Belt Filter Press Refurbishment

Mr. Jones,

We are pleased to submit the attached Belt Filter Press Budgetary Proposal / Scope of Supply for the above referenced equipment.

ANDRITZ is a world leader in liquids/solids separation, and takes a great deal of pride in the experience, quality, performance, and customer satisfaction that we supply to our many clients. We trust that our quality, service and value will enable ANDRITZ to be the belt press refurbishment supplier of choice for this project.

Your consideration is appreciated.

Sincerely,

Todd Pratt
Area Sales Manager
ANDRITZ Separation Inc.
Cell: (214) 886-4056
Email: todd.pratt@andritz.com

ATTACHMENT

City of Fort Smith

Project# 1135

2.0M SMX-S8

Scope of Supply

Refurbished parts:

- All Rolls will have existing coating stripped and then recoated to OEM specifications.
- Perforated Rolls will be inspected and sandblasted.
- Bearing housings will have existing coating stripped and then recoated to OEM specifications.
- Rolls and housings will have new bearings installed on the rolls and bearing housing seals installed.

New Parts:

The following new items would be supplied during the refurbishment.

- New roll bearings and bearing seals
- Distribution chute seal
- Side wall seals
- Splash guard end seals
- Splash guard side seals
- Wear strips (gravity zone and wedge zone)
- Air bellows for tracking and tension assemblies
- Tracking control valves and ceramic lined paddles
- Shower box seals
- Shower pipe nozzles and brushes
- Doctor blades (1 upper roll and 1 lower roll)
- Doctor blade tensioning rosta and clamp
- Upper and lower dewatering belts
- Limit and e-stop switches
- Gearboxes

Attachment Page 1 of 3

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel: +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Finland PLC
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

Site Work:

- Press will be disassembled in place and rolls shipped to factory for refurbishment. Rolls will then be returned and reassembled complete back into original positions.
- ANDRITZ will supply transportation of components from the customer site to our service center and then back to the customer site.
- ANDRITZ to provide 2 service technicians for 5 days (12hr) shifts to remove components.
- ANDRITZ to provide 2 service technicians for 10 days (12hr) shifts including weekend to install rolls and parts and confirm machine installation and startup.
- Additional time required due to delays outside of ANDRITZ control or request for additional work will be charged per the attached service rate sheet.
- ANDRITZ will provide forklift to preform scope of work.

Not in Scope:

- No work will be done to the grid structure.
- No work will be done to the frame.
- No work will be done to the pneumatic panel.
- Rollers will be inspected by ANDRITZ. Rollers found needing additional repair (such as machining of roller journals) will be photographed, documented, and pricing for additional costing due to repairs will be provided.
- Customer will be responsible for power washing and cleaning of the equipment prior to work.
- Customer will be responsible for disconnecting (and reconnection) of all utilities and walkways from the machine as needed. Such as sludge, water, compressed air and electrical service.
- Customer will be responsible for removal of any walkways, platforms, barriers, or other interferences to provide access to the machine if needed.
- Grease lines will be reused as is.

Terms and Conditions:

This proposal is based on the attached ANDRITZ Separation, Inc. "Standard Terms and Conditions of Sale".

Special Provisions:

- All prices quoted in US Dollars,
- Pricing quoted is FOB Jobsite.
- Pricing does not include any local, state or federal taxes, permits, duties or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer.
- Bonding is not included.

Validity:

This proposal is valid for 30 days.

The quoted price in this proposal has been calculated based on the current market prices required to manufacture the quoted equipment and services pursuant to regulations, duties and law in effect as of the date of this proposal. The quoted price shall remain firm for a period of thirty (30) days, except and subject to the following. In the event that the introduction of new tariffs, levies, duties, regulations, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted equipment or services, Andritz reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or in any of the applicable contractual documentation shall be construed as a waiver of this right.

Terms of Payment

ANDRITZ Separation agrees to the following payment terms (on a net 30 day basis):

- 30% of Order Value upon submittal of Approval Drawings
- 70% of Order Value upon Shipment

Delivery:

Equipment readiness for delivery is anticipated to be 20 - 24 weeks from receipt of Approved Purchase Order.

Budgetary Price for BFP Refurbishment per above Scope: \$237,913.00.

“The crisis in Russia/Ukraine has increased and is still expected to increase the pressure on global supply chains, resulting in various impacts/restrictions, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport, shipping by land, sea and air, lack of dock lighterage or loading or unloading facilities, lack of manufacturing facilities, lack or restricted availability of labour etc., as well as unforeseeable price increases. The Supplier is unable to receive fixed prices and/or delivery times from its sub-suppliers, as the further developments in Russia/Ukraine and the global impact resulting therefrom are still unforeseeable. The price and delivery times in this proposal are therefore indicative only, and the Supplier reserves its right to adapt the price and/or the delivery times to reflect the impact of further developments after the date of this proposal. Nothing in this proposal can be construed as a waiver of such right.”

TERMS AND CONDITIONS OF SALE AND/OR SERVICE

1. TERMS APPLICABLE

(a) These Terms and Conditions of Sale and/or Service are the only terms which govern the sale of the products, equipment, or parts and/or the provision of services ("Products" and "Services") pursuant to the quotation or acknowledgement of the Andritz entity supplying the same ("Seller") or Buyer's purchase order or other written document issued by Buyer. These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Buyer's authorization for Seller to commence work under the Agreement or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's acceptance of these Terms and Conditions of Sale and/or Service. The term "Agreement" as used herein means (1) these Terms and Conditions of Sale and/or Service, (2) Seller's quotation or acknowledgment together with any attachment thereto and any documents expressly incorporated by reference, and (3) Buyer's purchase order or other written document issued by Buyer, together with any attachment thereto and any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference). In the event of a conflict between any documents forming the Agreement, such documents shall be construed in the above-listed order of precedence.

(b) Prior to Buyer's acceptance of any Seller quotation in which these Terms and Conditions of Sale and/or Service are incorporated, in the event that the introduction of new tariffs, levies, duties, taxes, regulation, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted Products and/or Services, Seller reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or any of the applicable contractual documentation shall be construed as a waiver of this right.

2. DELIVERY OR PERFORMANCE; RISK OF LOSS AND TITLE

(a) Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. If the parties have agreed to liquidated damages in this Agreement for Seller's delay in achieving certain milestones, (i) the parties acknowledge and agree that Buyer's damages for Seller's delay are difficult to predict with any certainty, and such liquidated damages are not a penalty but a reasonable estimate of Buyer's delay damages; (ii) such liquidated damages shall not exceed an aggregate value of five percent (5%) of the Agreement price and shall be Buyer's exclusive remedy for any delay by Seller in performing any of its obligations under this Agreement; and (iii) Buyer agrees Seller shall not be liable for liquidated damages if Seller's delay in achieving a milestone subject to liquidated damages has not delayed Buyer's ability to use the applicable Products, Software and/or Services.

(b) Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2020. If no delivery term is agreed elsewhere in the Agreement, delivery of the Products will be made FCA shipping point (INCOTERMS 2020). Title to the Products shall transfer to Buyer upon final payment therefor.

3. WARRANTY

(a) Product Warranty. Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2020, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Services provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) **THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(d) The remedies provided in Paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

(e) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

4. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products or Software, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

5. CHANGES, DELETIONS AND EXTRA WORK.

Seller will not be required to make changes in the Products or Services unless Buyer and Seller have executed a written change order for such change. Any such change order will include an appropriate adjustment to the Agreement price and/or schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the change order will include appropriate modifications to this Agreement. Seller shall be entitled to a change order adjusting the Agreement price, schedule and/or any affected obligations of Seller if after the effective date of this Agreement (a) a change in applicable law, tariffs, levies, duties, taxes, regulations or ordinances or (b) any act or omission of Buyer or any other party for whom Buyer is responsible, or any error or change in Buyer-provided information should require a change in the Products or Services or cause an increase in the cost or change in the schedule to supply the Products or Services.

6. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products, Software or Services shall be billed to and paid

by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

7. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

8. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

9. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications or instructions and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing or modified by Buyer without the written consent of Seller, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a patent issued as of the effective date of this Agreement in the country in which the Product will be operated, and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the Agreement price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

10. SOFTWARE LICENSE, WARRANTY, FEES

If Buyer and Seller have not entered into a separate license agreement, the following Software Terms and Conditions apply to any embedded software produced by Seller and furnished by Seller hereunder:

(a) The Software, as described in the Agreement ("Software"), and all written materials or graphic files that are fixed in any tangible medium and that relate to and support the Software ("Documentation"), and all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and other proprietary rights recognized by the laws of any country inherent therein, including all changes and improvements requested or suggested by Buyer in the support and maintenance of the Software are the exclusive property of Seller ("Seller's Intellectual Property Rights"). All rights in and to the Software not expressly granted to Buyer in the Agreement are reserved by Seller. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Seller's existing or future patents. Software will not include any upgrades, new versions, releases, enhancements, or updates to the Software, unless agreed to by Seller in writing and at its sole discretion. To the extent any upgrades, new versions, releases, enhancements, or updates to the Software are provided by Seller, the term "Software" shall be deemed to include such upgrades, new versions or releases, enhancements or updates. To the extent any ownership right arises in Buyer with respect to the above, Buyer hereby assigns all of its right, title, and interest in and to any intellectual property embodied in in the Seller's Intellectual Property Rights, including enforcement rights, to Seller without the payment of any additional consideration thereof either to Buyer, or its employees, agents, or customers and agrees to execute any documents Seller deems necessary to effect such assignment.

(b) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable, revocable license to install, run, and use the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the Documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the Documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller, or deleted from Buyer's computer systems, with written confirmation after termination.

(c) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation. In no event does Seller warrant that the Software is error free or that Buyer will be able to operate the Software without impairments or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks,

Seller does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.

(d) If within 12 months from the date of delivery of the Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the Agreement price or license fee paid.

(e) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by modifying the Software or replacing it with a functional equivalent (in which case, Buyer shall immediately stop use of the allegedly infringing Software), or (c) take back such Software and refund to Buyer all payments on the Agreement price that Seller has received. However, Seller's obligations under this Paragraph 10 shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party not approved in writing by Seller; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5.

THE FOREGOING PROVISIONS OF THIS SECTION 10(e) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER, WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS UNDER SECTION 10, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS, BY THE SOFTWARE OR ANY PART THEREOF.

(f) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. **SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

(g) Buyer and its successors are limited to the remedies specified in this Paragraph 10.

(h) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

11. SITE RISKS

(a) Site Conditions. The parties acknowledge and agree that as to conditions at the project site, Seller is relying upon information provided by Buyer. If Seller becomes aware of any subsurface, concealed, or differing condition, environmental hazard or violation of any environmental law or regulation, Seller will immediately suspend performance of the work in the affected area and notify Buyer. Buyer acknowledges that it will assume the risk of any increased costs and changes to the schedule that may result from such conditions. If Buyer does not immediately remediate such conditions, Seller may either suspend performance of all work or terminate this Agreement.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

12. TERMINATION

(a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.

(b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller, overhead, and an appropriate profit. In case of such termination, the licenses granted in Paragraphs 10 and 13 hereof shall terminate.

(c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

13. INTELLECTUAL PROPERTY; CONFIDENTIALITY

(a) All intellectual property embodied in the Products, Services and Software provided to Buyer is the property of Seller, and any intellectual property developed, at least in part, by Seller under this Agreement is and remains the sole and exclusive property of Seller. Further, Seller shall have the right to collect and use data generated by the Products, Software or Services supplied hereunder.

(b) Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof is Seller's confidential and proprietary information. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, non-transferrable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject of this Agreement only; provided, however, that Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products or any parts thereof, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph 13, or in case of Buyer's termination pursuant to Paragraph 12(b).

14. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

15. FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, blockage, slowdown, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a change order containing an appropriate adjustment in the Agreement price and delivery schedule.

16. INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall

be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

17. EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE

(a) Buyer recognizes that any Products and Software that are the subject of this Agreement and originate in the U.S. remain subject to U.S. export control and economic sanctions laws and regulations even after such Products are exported from the U.S. (if applicable), and even though such Products and Software have been purchased in and, if applicable, exported from Canada. Buyer certifies that such Products and Software will not be diverted, transshipped, re-exported, or otherwise transferred in contravention of any applicable export control and economic sanctions laws and regulations, nor will it allow the Products or Software to be incorporated into other products or used to make direct products thereof that are exported, re-exported, used, or transferred in violation of U.S. export control and economic sanctions laws and regulations. Buyer further affirms that such Products and Software will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation. Without limiting the foregoing, Buyer will not, nor will it allow third parties to, export, re-export, or transfer any Products or Software to any person or entity that is the target of U.S. sanctions or is in Crimea, Cuba, Iran, North Korea, or Syria, or any other country or territory in violation of U.S. sanctions.

(b) Buyer shall be responsible for any breach of this provision by it, and its successors and permitted assigns, as well as its parents, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors ("Buyer Parties") and shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost, damages, and penalties arising out of or relating to any non-compliance with U.S. export control and economic sanctions laws and regulations by any Buyer Party.

(c) Buyer shall, upon request of Seller, promptly provide all information necessary for Seller to ensure compliance with U.S. export control and economic sanctions laws and regulations, including but not limited to information related to end-users, end-uses, and destination countries.

18. SPECIAL CONDITIONS FOR PRESSURE VESSELS

For installation, repair, or maintenance Services on existing pressure vessels, piping and equipment, the following shall apply:

(a) Unless otherwise agreed and stated in the Agreement, Buyer shall be responsible for: (i) physically disconnecting and isolating vessels and equipment being repaired from existing piping and electrical power before Seller or any of its subcontractors start the Services, and take adequate precautions that re-connection and resumption of use does not take place until the Services are completed, and (ii) emptying the vessels and piping and freeing them from any toxic or harmful substances before the Services begin so that the vessels and piping are safe for Services to begin. Buyer shall maintain the area entirely free of combustible, toxic and asphyxiant substances and provide fire protection service until the Services are completed;

(b) If the Services are on an existing vessel or existing piping, the Buyer is responsible for determining the prior condition of the portion of the vessel or piping not involved in the Services, and its ability to withstand the Services and any tests that may be necessary;

(c) Buyer shall also be responsible for evaluating the effects of prior use of the vessel or piping upon structural adequacy, and the suitability of the vessel or piping for the service intended when the Services are completed;

(d) Seller has no obligation to provide any inspections or tests, and Buyer takes full responsibility for all necessary inspections and tests, including but not limited to, selection of testing personnel, type, location, frequency, and severity of any inspections and tests and all test results at any stage of the Services;

(e) Upon request of Seller, Buyer shall provide Seller with the history of the vessel, a statement of the tests to be performed and a statement of the proposed use of the vessel after completion of the Services, and

(f) If repairs are required: (i) Buyer will provide an Authorized Inspector ("AI") who will determine the scope of the Services to be done; (ii) Seller will provide Buyer with a proposed Quality Control ("QC") package specifying the methods and procedures that Seller will follow in performing the Services specified by the Buyer; (iii) the proposed QC package is subject to approval by the Buyer, and such approval must be provided before Services commence; (iv) after approval of the QC package, the Services shall be done in accordance with the QC package. At the option of the AI, hold points may be established for inspection during the course of the Services; and (v) upon completion of the Services, the AI shall inspect the

Services and provide a signed acceptance that they have been completed in accordance with the QC package. Such acceptance by the AI shall establish completion of the Services.

19. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products and/or Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement, including, but not limited to, Paragraphs 4, 13, 17 and 19, shall survive and remain fully enforceable after any cancellation, completion or termination hereof.

(f)(i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia.

(ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick...

(g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.

(ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.



Solids Handling Building

Equipment Wear







MEMORANDUM

TO: Carl E. Geffken, City Administrator
CC: Jeff Dingman, Deputy City Administrator
FROM: Nicole Riley, Director of Solid Waste Services
DATE: July 18, 2024
SUBJECT: Non-Residential Solid Waste Collection and Disposal Permit and Agreement

SUMMARY

SRK Waste LLC desires to obtain a non-residential solid waste collection and disposal permit and agreement with the City of Fort Smith, in order to comply with the City of Fort Smith Municipal Code and continue hauling non-residential solid waste within Fort Smith. This agreement is a two-year permit for the period of August 1, 2024 through July 31, 2026. This agreement includes the 5% franchise fee, which the Board of Directors voted and approved in December 2020 per Ordinance No. 111-20.

Staff recommends this agreement be accepted and approved. Please contact me should you have any questions.

ATTACHMENTS

1. [07-23-24_Item_ID_1076_Solid_Waste_Services - Resolution.pdf](#)
2. [07-23-24 Item ID 1076 Solid Waste Services.pdf](#)

RESOLUTION NO. _____

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

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the attached two (2) year Non-Residential Solid Waste Collection and Disposal Permit and Agreement with SRK Waste LLC for the period of August 1, 2024 through July 31, 2026.

This Resolution adopted this _____ day of July, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



NPR

NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

1. Definitions

- a. **"Solid Waste,"** when used in this Agreement, shall have the meaning given to it in Section 25-261 of the Fort Smith Code of Ordinances.
- b. **"Residential Customers,"** when used in this Agreement, shall have the meaning given in Section 25-261 of the Fort Smith Code of Ordinances.
- c. **"Non-residential Customers,"** when used in this Agreement, shall refer to all solid waste customers who are not residential customers as defined by Section 25-261 of the Fort Smith Code of Ordinances.

2. Disposal of Waste Generated Within the City

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

all waste haulers servicing Non-Residential customers within the City and delivering solid waste to the Facility shall be charged the same disposal rates.

- c. **Franchise Fee:** An annual fee shall be five (5) percent of gross revenues for service provided by the franchisee inside the City of Fort Smith city limits. This includes, servicing dumpsters, roll-off containers, compactor containers, collection in refuse vehicles or collecting and hauling refuse in open top trucks, owned or not owned by the franchisee, that is serviced by the franchisee used in the City of Fort Smith.
 - i. The calculation of gross revenues generated from operation within the city shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the franchisee from or in connection with its operation within the city. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing franchisee's name or a company owned or controlled by franchisee but operating under a different name.
 - ii. That portion of the annual fee attributable to subsection C above must be paid in a manner and on a schedule approved by the Solid Waste Services Director.
 - iii. The annual fee shall be paid quarterly, no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Fort Smith Finance Department. No refund of a fee will be made.
 - iv. Fee payments received after the due date shall be subject to interest at the rate of 10% until the fees are paid in full.
 - v. This agreement will be subject to non-renewal by the City should the franchise fee NOT be paid by the franchisee when renewal is due. Non-renewal of agreement will mean that franchisee/hauler will NOT be able to collect and dispose of solid waste for non-residential customers within the corporate limits of the City.
 - d. **RFID Tags:** The city has recently installed RFID readers for quicker entrance and exit to the Landfill. These are available to haulers, however, it is not mandatory. The cost is \$20/tag/year. Haulers must submit a list of equipment to the city for our records.
 - i. The total for all RFID tags will be billed annually to the haulers account. Invoice will be Net 30 days from time of billing. Subject to a late fee of ten (10%) of amount owed should the invoice not be paid by the due date.
 - ii. One free replacement RFID tag, per tagged vehicle, annually. If more RFID tags are needed for same vehicle there will be an additional \$20 per tag. Billed at the next billing cycle to the haulers account.
3. **Disposal of Waste Generated Outside the City**
- a. **Rates for Disposal:** The base rates charged for solid waste generated outside the City "External Rate" and delivered to the Facility by SRK Waste LLC, shall be the Fort Smith published rates.
 - b. The rates may be adjusted on the anniversary of each year of the term provided for in this paragraph. On each anniversary date, the rates set forth in the Fort Smith Published Rates may be adjusted by the percentage that the Consumer Pricing Index for All Urban Areas ("CPI-U") for the first calendar month of the preceding contract year was exceeded by the CPI-U at the beginning of the next contract year. (The CPI-U is based on the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index for all urban customers in the U.S. city average, with all items having been computed based on 1982-84 = 100.0)

- c. The rates provided for in this paragraph 3 shall be subject to adjustment by the governing body of the City of Fort Smith upon determination of the governing body that federal or state regulatory agencies have adopted and implemented regulations which have a significant, adverse effect on the rates charged for waste disposal at the Facility (the percentage in change in the rates provided for in paragraph 3 of the Agreement shall not exceed the percentage of rate change published by the City of Fort Smith for waste generated within the City of Fort Smith).
4. **Permit:** This Agreement shall constitute a permit issued by the City to SRK Waste LLC, pursuant to Section 25-321 of the Fort Smith Code of Ordinances.
5. **Billing and Payment:** SRK Waste LLC shall be subject to the City's standard billing and payment terms and procedures for customers of the Facility.
6. **Compliance with Laws:** All waste provided by SRK Waste LLC to the Facility for disposal shall comply with all current and future applicable Arkansas Department of Environmental Quality Regulations, including Regulation 22 and Regulation 23; and all other applicable federal, state and local environmental requirements. In the event that SRK Waste LLC delivers waste to the Facility that does not conform to the identified regulations and requirements, SRK Waste LLC, shall be responsible for any cost incurred by the City in the treatment and handling of the non-conforming waste.
7. **Vehicles**
 - a. **License:** All vehicles utilized by SRK Waste LLC to deliver solid waste to the Facility pursuant to this Agreement shall have a hauler's license issued by the Sebastian County Regional Solid Waste Management District.
 - b. **Covered Loads:** All solid waste delivered by SRK Waste LLC to the Facility pursuant to this Agreement, shall be delivered in vehicles in which all loaded solid waste is covered and secured to prevent blowing or dropping on public rights-of-way or City-owned property from the point of location to the point of disposal at the Facility.
8. **Inspection of Records:** Both parties shall have access to the governmental and business records of the other party relevant to this Agreement, for the purpose of verifying any information pertinent to this Agreement. Any exercise of such right of inspection shall occur at the normal business office and during the normal business hours of the party who holds the information. SRK Waste LLC acknowledges that it will comply with reasonable requests of the City for information regarding the types and amounts of solid waste being disposed of at the Facility, as well as the location of the collection of the waste, as relevant to this Agreement.
9. **Dispute Resolution:** In the event that either party believes that the other party is in violation of any provision of this Agreement that party shall provide to the other party, in writing, a notice of the alleged breach. Within ten (10) days of receipt of notice, the notified party shall respond to the allegations. If the response does not resolve the issue, either party may request, in writing, that a meeting of the parties and/or their authorized representatives, be held. Such meeting shall be held within thirty (30) days of this request, at the Office of the Fort Smith City Administrator. Except in an emergency situation, neither party may initiate litigation regarding the alleged breach until the dispute resolution provisions, as set forth herein, have been completed. If this meeting does not result in a resolution of the dispute, either party may pursue any appropriate legal or equitable remedies, including rescission, with a court of competent jurisdiction.
10. **Term:** This permit and agreement shall have a term of two (2) years from August 1, 2024 to July 31, 2026.

11. **Choice of Law:** This Agreement shall be governed by the laws of the State of Arkansas.
12. **Assignment:** The provisions of this Agreement are not assignable by either party without the prior, written consent of the other party.
13. **Revocation of franchise:**
 - a. The board of directors may revoke any solid waste collection franchise if the franchisee:
 - i. Fails to comply with any provision of this article, any other city ordinance, or any state or federal law applicable to the collection and disposition of solid waste material
 - ii. Makes a false statement in the application or in a hearing concerning the solid waste collection franchise; or
 - iii. Fails to pay a fee required by the article at the time it was due
 - iv. Before revoking a franchise under subsection (a) above, the director shall notify the franchisee in writing that the franchisee is being considered for revocation. The notice must include the reason for the proposed revocation, and a statement that the franchisee has ten (10) days to comply with the notice.
 1. Franchise shall be revocable upon ten (10) days notice by the City when, in the opinion of the designated agent of the Fort Smith City Administrator, the work being performed by SRK Waste LLC is being performed in such a manner as to constitute a public menace or nuisance or to be detrimental to the health, safety, and welfare of the citizens of the City.
 - b. Should a franchisee have its franchise revoked, the franchisee may be granted a period of time, up to a maximum of six (6) months, by the director to conclude its solid waste business in the City of Fort Smith, as long as the franchisee continues paying the set franchise fee and maintains the required insurance requirements.
14. **Non-transferability:** A solid waste collection franchise issued to one (1) person may not be transferred to another person without authorization by the board of directors.
15. **Indemnification:** SRK Waste LLC agrees to indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees resulting from SRK Waste LLC operations hereunder. Provided, however, that SRK Waste LLC shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees solely caused by the willful or negligent acts or omissions of the City's employees.
16. **Insurance:** SRK Waste LLC shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. Before commencement of work under this Agreement, SRK Waste LLC agrees to furnish to the City certificates of insurance or other evidence to the effect that such insurance has been procured and is in force. For the purpose of this Agreement, SRK Waste LLC shall carry the following types of insurance in at least the amounts specified below:

Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability (except automobile)	\$ 500,000.00/occurrence \$ 1,000,000.00/aggregate
Property Damage Liability (except automobile)	\$ 500,000.00/occurrence \$ 1,000,000.00/aggregate
Automobile Bodily Injury Liability	\$ 500,000.00/person \$ 1,000,000.00/occurrence
Automobile Property Damage Liability	\$ 500,000.00/occurrence
Excess Umbrella Liability	\$ 2,000,000.00/occurrence

17. **Force Majeure:** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereunder. In the event any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of waste at the Facility or, (iii) limit the ability of or prohibit SRK Waste LLC, from delivering waste to the Facility, SRK Waste LLC shall have the right, at its option, to reduce, suspend or terminate delivery of waste to the Facility, as set forth hereunder, immediately, without prior notices and without any additional liabilities between the parties.
18. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
19. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and approved assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the City to SRK Waste LLC, or by SRK Waste LLC to the City, which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the other party and shall be of no effect.
20. **Counterparts and Electronic Signature:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.
21. **Notices:** Any notice required to be given pursuant to the provisions of this Agreement shall be considered to be validly delivered, if it is sent by U.S. Certified Mail or if it is hand delivered and a signed receipt is obtained. Such notice should give the following:

If to the City: City of Fort Smith – Solid Waste Services
Director of Solid Waste Services
5900 Commerce Rd
Fort Smith, AR 72916

If to: SRK Waste LLC
Attn: Scott Knight
16701 Liberty Hill Rd
Natural Dam, AR 72948

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

CITY OF FORT SMITH, ARKANSAS

By: _____
George B. McGill, Mayor

ATTEST:

City Clerk

By: 
SRK Waste LLC

Counterparts and Electronic Signature: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.



SRKWAST-01

CREED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The River Company PO Box 299 Clinton, AR 72031	CONTACT NAME: Krista Bonds PHONE (A/C, No, Ext): (501) 745-7100 FAX (A/C, No): (501) 745-6164 E-MAIL ADDRESS: krista.bonds@rvrcompany.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Trisura Specialty Ins Co	
INSURER B : Progressive 42919	
INSURER C : Kinsale Insurance Company 38920	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SRK WASTE LLC 16701 LIBERTY HILL RD Natural Dam, AR 72948	
--	--

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			NRG-DBG-GL02711	7/21/2023	7/21/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
B	AUTOMOBILE LIABILITY		X	03354685	3/16/2024	3/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			0100199497-1	7/21/2023	7/21/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is listed as additional insured in regards to the auto liability

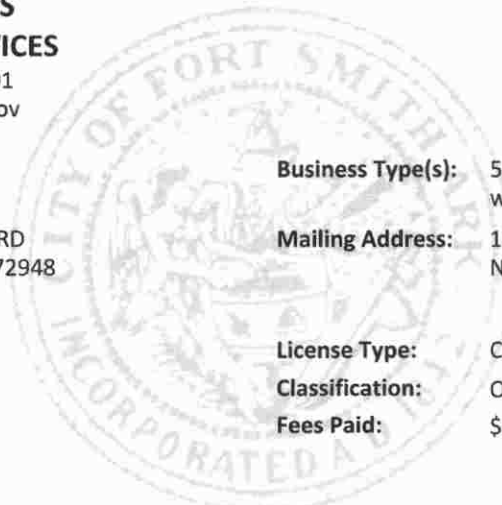
CERTIFICATE HOLDER**CANCELLATION**

City of Fort Smith Director of Solid Waste Services 5900 Commerce Rd Fort Smith, AR 72916	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

**CITY OF FORT SMITH, ARKANSAS
OFFICE OF DEVELOPMENT SERVICES**

623 Garrison Avenue, Fort Smith, AR 72901
(479) 784-2216 | planning@fortsmithar.gov

BUSINESS REGISTRATION



Business Name:	SRK WASTE	Business Type(s):	562111 Rubbish (i.e., nonhazardous solid waste) hauling, local
Business Location:	16701 LIBERTY HILL RD NATURAL DAM, AR 72948	Mailing Address:	16701 LIBERTY HILL RD NATURAL DAM, AR 72948
Owner:	SCOTT KNIGHT	License Type:	Contractor's Office
License Number:	006175-2022	Classification:	Occupational Business
Issued Date:	6/7/2024	Fees Paid:	\$100.00
Expiration Date:	6/7/2025		

- (1) Business Registrations are non-transferrable and must be posted in a conspicuous place in the licensed business location. To keep this registration valid as issues, it is your responsibility to keep it current.
- (2) This license does not authorize a business to operate in conflict with the laws of the City of Fort Smith (inclusive of zoning regulations) or the State of Arkansas.
- (3) A change in business location, classifications, or ownership will necessitate a new license application process.

TO BE POSTED IN A CONSPICUOUS PLACE

2024

SCR SWMD

000579

HAULERS PERMIT



MEMORANDUM

TO: Carl E. Geffken, City Administrator
CC: Jeff Dingman, Deputy City Administrator
FROM: Nicole Riley, Director of Solid Waste Services
DATE: July 18, 2024
SUBJECT: Non-Residential Solid Waste Collection and Disposal Permit and Agreement

SUMMARY

MSG Waste & Refuse, LLC desires to obtain a non-residential solid waste collection and disposal permit and agreement with the City of Fort Smith, in order to comply with the City of Fort Smith Municipal Code and continue hauling non-residential solid waste within Fort Smith. This agreement is a two-year permit for the period of August 1, 2024 through July 31, 2026. This agreement includes the 5% franchise fee, which the Board of Directors voted and approved in December 2020 per Ordinance No. 111-20.

Staff recommends this agreement be accepted and approved. Please contact me should you have any questions.

ATTACHMENTS

1. [07-23-24_Item_ID_1126_-_Solid_Waste_Services - Resolution.pdf](#)
2. [7-23-24 Item ID 1126 - Solid Waste Services.pdf](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH MSG WASTE & REFUSE, LLC

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the attached two (2) year Non-Residential Solid Waste Collection and Disposal Permit and Agreement with MSG Waste & Refuse, LLC for the period of August 1, 2024 through July 31, 2026.

This Resolution adopted this _____ day of July, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



NPR

NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

1. **Definitions**

- a. **"Solid Waste,"** when used in this Agreement, shall have the meaning given to it in Section 25-261 of the Fort Smith Code of Ordinances.
- b. **"Residential Customers,"** when used in this Agreement, shall have the meaning given in Section 25-261 of the Fort Smith Code of Ordinances.
- c. **"Non-residential Customers,"** when used in this Agreement, shall refer to all solid waste customers who are not residential customers as defined by Section 25-261 of the Fort Smith Code of Ordinances.

2. **Disposal of Waste Generated Within the City**

- a. **Solid Waste Disposal:** MSG Waste & Refuse, LLC agrees that all solid waste generated within the City and which is collected by MSG Waste & Refuse, LLC for disposal shall be hauled by MSG Waste & Refuse, LLC to the Facility, except as otherwise provided herein. Excepted from this requirement are: (i) any categories of solid waste that the City does not accept for disposal at the Facility; (ii) any customers to which the City may consent in writing executed by the Fort Smith City Administrator to allow to use alternative disposal facilities; and (iii) any recyclables as defined in Section 25-261 of the Fort Smith Code of Ordinances and any other recycling program identified in writing and approved as an exception by the Fort Smith City Administrator. The City will use reasonable efforts to enforce the designation of the Facility against all waste haulers.
- b. **Rates for Disposal:** The rates for disposal of solid waste generated within the City and disposed of at the Facility shall be those rates, established from time to time, by the City for the customers of the Facility (the "Fort Smith Published Rates"). The City agrees that

all waste haulers servicing Non-Residential customers within the City and delivering solid waste to the Facility shall be charged the same disposal rates.

- c. **Franchise Fee:** An annual fee shall be five (5) percent of gross revenues for service provided by the franchisee inside the City of Fort Smith city limits. This includes, servicing dumpsters, roll-off containers, compactor containers, collection in refuse vehicles or collecting and hauling refuse in open top trucks, owned or not owned by the franchisee, that is serviced by the franchisee used in the City of Fort Smith.
 - i. The calculation of gross revenues generated from operation within the city shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the franchisee from or in connection with its operation within the city. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing franchisee's name or a company owned or controlled by franchisee but operating under a different name.
 - ii. That portion of the annual fee attributable to subsection C above must be paid in a manner and on a schedule approved by the Solid Waste Services Director.
 - iii. The annual fee shall be paid quarterly, no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Fort Smith Finance Department. No refund of a fee will be made.
 - iv. Fee payments received after the due date shall be subject to interest at the rate of 10% until the fees are paid in full.
 - v. This agreement will be subject to non-renewal by the City should the franchise fee NOT be paid by the franchisee when renewal is due. Non-renewal of agreement will mean that franchisee/hauler will NOT be able to collect and dispose of solid waste for non-residential customers within the corporate limits of the City.
 - d. **RFID Tags:** The city has recently installed RFID readers for quicker entrance and exit to the Landfill. These are available to haulers, however, it is not mandatory. The cost is \$20/tag/year. Haulers must submit a list of equipment to the city for our records.
 - i. The total for all RFID tags will be billed annually to the haulers account. Invoice will be Net 30 days from time of billing. Subject to a late fee of ten (10%) of amount owed should the invoice not be paid by the due date.
 - ii. One free replacement RFID tag, per tagged vehicle, annually. If more RFID tags are needed for same vehicle there will be an additional \$20 per tag. Billed at the next billing cycle to the haulers account.
3. **Disposal of Waste Generated Outside the City**
- a. **Rates for Disposal:** The base rates charged for solid waste generated outside the City "External Rate" and delivered to the Facility by MSG Waste & Refuse, LLC, shall be the Fort Smith published rates.
 - b. The rates may be adjusted on the anniversary of each year of the term provided for in this paragraph. On each anniversary date, the rates set forth in the Fort Smith Published Rates may be adjusted by the percentage that the Consumer Pricing Index for All Urban Areas ("CPI-U") for the first calendar month of the preceding contract year was exceeded by the CPI-U at the beginning of the next contract year. (The CPI-U is based on the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index for all urban customers in the U.S. city average, with all items having been computed based on 1982- 84 = 100.0)

- c. The rates provided for in this paragraph 3 shall be subject to adjustment by the governing body of the City of Fort Smith upon determination of the governing body that federal or state regulatory agencies have adopted and implemented regulations which have a significant, adverse effect on the rates charged for waste disposal at the Facility (the percentage in change in the rates provided for in paragraph 3 of the Agreement shall not exceed the percentage of rate change published by the City of Fort Smith for waste generated within the City of Fort Smith).
4. **Permit:** This Agreement shall constitute a permit issued by the City to MSG Waste & Refuse, LLC, pursuant to Section 25-321 of the Fort Smith Code of Ordinances.
5. **Billing and Payment:** MSG Waste & Refuse, LLC shall be subject to the City's standard billing and payment terms and procedures for customers of the Facility.
6. **Compliance with Laws:** All waste provided by MSG Waste & Refuse, LLC to the Facility for disposal shall comply with all current and future applicable Arkansas Department of Environmental Quality Regulations, including Regulation 22 and Regulation 23; and all other applicable federal, state and local environmental requirements. In the event that MSG Waste & Refuse, LLC delivers waste to the Facility that does not conform to the identified regulations and requirements, MSG Waste & Refuse, LLC, shall be responsible for any cost incurred by the City in the treatment and handling of the non-conforming waste.
7. **Vehicles**
 - a. **License:** All vehicles utilized by MSG Waste & Refuse, LLC to deliver solid waste to the Facility pursuant to this Agreement shall have a hauler's license issued by the Sebastian County Regional Solid Waste Management District.
 - b. **Covered Loads:** All solid waste delivered by MSG Waste & Refuse, LLC to the Facility pursuant to this Agreement, shall be delivered in vehicles in which all loaded solid waste is covered and secured to prevent blowing or dropping on public rights-of-way or City-owned property from the point of location to the point of disposal at the Facility.
8. **Inspection of Records:** Both parties shall have access to the governmental and business records of the other party relevant to this Agreement, for the purpose of verifying any information pertinent to this Agreement. Any exercise of such right of inspection shall occur at the normal business office and during the normal business hours of the party who holds the information. MSG Waste & Refuse, LLC acknowledges that it will comply with reasonable requests of the City for information regarding the types and amounts of solid waste being disposed of at the Facility, as well as the location of the collection of the waste, as relevant to this Agreement.
9. **Dispute Resolution:** In the event that either party believes that the other party is in violation of any provision of this Agreement that party shall provide to the other party, in writing, a notice of the alleged breach. Within ten (10) days of receipt of notice, the notified party shall respond to the allegations. If the response does not resolve the issue, either party may request, in writing, that a meeting of the parties and/or their authorized representatives, be held. Such meeting shall be held within thirty (30) days of this request, at the Office of the Fort Smith City Administrator. Except in an emergency situation, neither party may initiate litigation regarding the alleged breach until the dispute resolution provisions, as set forth herein, have been completed. If this meeting does not result in a resolution of the dispute, either party may pursue any appropriate legal or equitable remedies, including rescission, with a court of competent jurisdiction.
10. **Term:** This permit and agreement shall have a term of two (2) years from August 1, 2024 to July 31, 2026.

11. **Choice of Law:** This Agreement shall be governed by the laws of the State of Arkansas.
12. **Assignment:** The provisions of this Agreement are not assignable by either party without the prior, written consent of the other party.
13. **Revocation of franchise:**
 - a. The board of directors may revoke any solid waste collection franchise if the franchisee:
 - i. Fails to comply with any provision of this article, any other city ordinance, or any state or federal law applicable to the collection and disposition of solid waste material
 - ii. Makes a false statement in the application or in a hearing concerning the solid waste collection franchise; or
 - iii. Fails to pay a fee required by the article at the time it was due
 - iv. Before revoking a franchise under subsection (a) above, the director shall notify the franchisee in writing that the franchisee is being considered for revocation. The notice must include the reason for the proposed revocation, and a statement that the franchisee has ten (10) days to comply with the notice.
 1. Franchise shall be revocable upon ten (10) days notice by the City when, in the opinion of the designated agent of the Fort Smith City Administrator, the work being performed by MSG Waste & Refuse, LLC is being performed in such a manner as to constitute a public menace or nuisance or to be detrimental to the health, safety, and welfare of the citizens of the City.
 - b. Should a franchisee have its franchise revoked, the franchisee may be granted a period of time, up to a maximum of six (6) months, by the director to conclude its solid waste business in the City of Fort Smith, as long as the franchisee continues paying the set franchise fee and maintains the required insurance requirements.
14. **Non-transferability:** A solid waste collection franchise issued to one (1) person may not be transferred to another person without authorization by the board of directors.
15. **Indemnification:** MSG Waste & Refuse, LLC agrees to indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees resulting from MSG Waste & Refuse, LLC operations hereunder. Provided, however, that MSG Waste & Refuse, LLC shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees solely caused by the willful or negligent acts or omissions of the City's employees.
16. **Insurance:** MSG Waste & Refuse, LLC shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. Before commencement of work under this Agreement, MSG Waste & Refuse, LLC agrees to furnish to the City certificates of insurance or other evidence to the effect that such insurance has been procured and is in force. For the purpose of this Agreement, MSG Waste & Refuse, LLC shall carry the following types of insurance in at least the amounts specified below:

Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability (except automobile)	\$ 500,000.00/occurrence \$ 1,000,000.00/aggregate
Property Damage Liability (except automobile)	\$ 500,000.00/occurrence \$ 1,000,000.00/aggregate
Automobile Bodily Injury Liability	\$ 500,000.00/person \$ 1,000,000.00/occurrence
Automobile Property Damage Liability	\$ 500,000.00/occurrence
Excess Umbrella Liability	\$ 2,000,000.00/occurrence

17. **Force Majeure:** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereunder. In the event any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of waste at the Facility or, (iii) limit the ability of or prohibit, MSG Waste & Refuse, LLC from delivering waste to the Facility, MSG Waste & Refuse, LLC shall have the right, at its option, to reduce, suspend or terminate delivery of waste to the Facility, as set forth hereunder, immediately, without prior notices and without any additional liabilities between the parties.
18. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
19. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and approved assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the City to MSG Waste & Refuse, LLC, or by MSG Waste & Refuse, LLC to the City, which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the other party and shall be of no effect.
20. **Counterparts and Electronic Signature:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.
21. **Notices:** Any notice required to be given pursuant to the provisions of this Agreement shall be considered to be validly delivered, if it is sent by U.S. Certified Mail or if it is hand delivered and a signed receipt is obtained. Such notice should give the following:

If to the City: City of Fort Smith – Solid Waste Services
Director of Solid Waste Services
5900 Commerce Rd
Fort Smith, AR 72916

If to: MSG Waste & Refuse, LLC
Attn: Heath Borum
PO Box 180181
Fort Smith, AR 72918

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

CITY OF FORT SMITH, ARKANSAS

By: _____
George B. McGill, Mayor

ATTEST:

City Clerk

By: 
MSG Waste & Refuse, LLC

Counterparts and Electronic Signature: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.



MSGWAST-02

JENNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529		CONTACT NAME: Kendra Coughran PHONE (A/C, No, Ext): (479) 343-9148 0148 FAX (A/C, No): E-MAIL ADDRESS: kendra@bhca.com	
INSURED MSG Waste & Refuse, LLC P.O. Box 180181 Fort Smith, AR 72918		INSURER(S) AFFORDING COVERAGE INSURER A : Crum & Forster Indemnity Company NAIC # 31348 INSURER B : Navigators Insurance Company INSURER C : Crum & Forster Specialty INSURER D : Bridgefield Casualty Ins. Co. 10335 INSURER E : Hanover Insurance Company 22292 INSURER F : Upland Specialty Insurance Company	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR/NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Pollution Liability		EPK146142	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG Occurrence \$ 2,000,000 Occurrence \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		GA23MOT02271800	12/8/2023	12/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EFX124262	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	196-59422	12/8/2023	12/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Motor Truck Cargo		IHTJ595310	12/8/2023	12/8/2024	Limit \$ 250,000
F	Excess Liability		USXTL0508923	12/8/2023	12/8/2024	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured in favor of certificate holder when required by written contract.

CERTIFICATE HOLDER City of Fort Smith 623 Garrison Ave Fort Smith, AR 72901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

**CITY OF FORT SMITH, ARKANSAS
OFFICE OF DEVELOPMENT SERVICES**

623 Garrison Avenue, Fort Smith, AR 72901
(479) 784-2216 | planning@fortsmithar.gov

BUSINESS REGISTRATION

Business Name:	MSG WASTE SERVICES DBA: MSG WASTE & REFUSE	Business Type(s):	562111 Waste hauling, local, nonhazardous solid
Business Location:	208 WARE RD GREENWOOD, AR 72936	Mailing Address:	PO BOX 180181 FORT SMITH, AR 72918
Owner:	JUSTIN BORUM	License Type:	Contractor's Office
License Number:	006276-2022	Classification:	Occupational Business
Issued Date:	7/17/2023	Fees Paid:	\$100.00
Expiration Date:	8/17/2024		

(1) Business Registrations are non-transferrable and must be posted in a conspicuous place in the licensed business location. To keep this registration valid as issues, it is your responsibility to keep it current.

(2) This license does not authorize a business to operate in conflict with the laws of the City of Fort Smith (inclusive of zoning regulations) or the State of Arkansas.

(3) A change in business location, classifications, or ownership will necessitate a new license application process.

TO BE POSTED IN A CONSPICUOUS PLACE

2024

SCRSWMD

000603

HAULERS PERMIT

2024

SCRSWMD

000604

HAULERS PERMIT

2024

SCRSWMD

000605

HAULERS PERMIT



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 18, 2024
SUBJECT: Appointment - Fort Smith Municipal Employees Benevolent Fund Board of Advisors

SUMMARY

Ryan Rains' term on the Fort Smith Municipal Employees Benevolent Fund Board of Advisors expired on June 30, 2024. He is interested in reappointment.

Appointments are made by the Board of Directors, one appointment is needed. The new term will expire on June 30, 2027.

ATTACHMENTS

1. [FS Benevolent Fund Appointment 07232024.pdf](#)

FORT SMITH MUNICIPAL EMPLOYEES BENEVOLENT FUND BOARD OF ADVISORS

The Fort Smith Municipal Employee’s Benevolent Fund Board of Advisors was established December 23, 1991. The fund provides for a trust fund to be used to provide emergency assistance to the employees of the city of Fort Smith and their immediate families, including immediate families of deceased employees of the various city departments whenever such employees or their immediate families sustain extraordinary expenses (including, but not limited to: housing, clothing, food, educational, medical and dental expenses). Distributions from the fund shall be at the discretion of the “Board of Advisors” of the fund.

The “Board of Advisors” consists of nine persons as follows: two members of the police department, two members of the fire department, two members of other city departments, and two other adults who are citizens of the city of Fort Smith. The Mayor serves as a member. Ex-officio, and presides at meetings of the “Board of Advisors.” Appointments are by the Board of Directors for three year terms.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
<u>Police Department Representatives</u>		
Dewey Young 3030 Edinburgh Drive (08) 709-5161 (w) deyoung@fortsmithpd.org	11/19/19	06/30/25
Bradley Marion 1216 Burnham Rd (03) 709-5134 Bradmarion1030@gmail.com	09/21/21	06/30/27
<u>Fire Department Representatives</u>		
Darrell Clark 1952 Kilgore Lane (72956) 629-4515 (h) 719-9156 (w) dclark@fortsmithar.gov	02/24/21	06/30/25

Ryan Rains 2409 South N Street (01) 883-7926 (h) 308-3350 (w) rrains@fortsmithar.gov	06/19/18	06/30/24
--	----------	----------

Other City Department Representatives

Maria Miller 6600 Fieldcrest Drive 784-2254 (w) Maria.miller@fortsmithar.gov	04/20/21	06/30/25
---	----------	----------

Patrick Geels 4420 Park Avenue (03) 783-0045 (h) 784-2473 (w) pgeels@fortsmithar.gov	05/20/14	06/30/26
--	----------	----------

Citizen Representatives

Mary Moore UAMS 618 Williams St (08) 479-285-1519 Maryspeaking2u@gmail.com	06/21/11	06/30/26
--	----------	----------

Rhonda Royal (Vacant) Sykes Enterprises 4200 North 6 Street #518 (04) 461-4041 (h) 784-8600 (w) royalfort@aol.com	07/15/14	06/30/23
---	----------	----------

CITY OF FORT SMITH

Application for Boards / Committees / Commissions

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: 06/30/2024

Name: Ryan Rains

Home Telephone: 479-831-7926

Home Address: 2409 S.W.

Work Telephone: 479-221-8912

Zip: 72901

Email: rrains@fortsmithar.gov

Occupation: Battalion Chief Fire Department
(If retired, please indicate former occupation or profession)

Education: High School

Professional and/or Community Activities: President Keep Fort Smith Beautiful

Additional Pertinent Information/References: _____

Do you reside within the corporate boundaries of the city of Fort Smith? Yes No _____

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

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes _____ No Note: "Yes" will not automatically preclude you from consideration.

If yes, please identify the offense and the approximate date.

Drivers License: _____ Date of Birth: _____

(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- Advertising & Promotion Commission
- Airport Commission
- Animal Services Advisory Board
- Arkansas Fair & Exhibition Facilities Board
- Audit Advisory Committee
- Building Board of Adjustment and Appeals
- Central Business Improvement District
- Civil Service Commission (3 year residency required)
- Community Development Advisory Committee
- County Equalization Board
- Electric Code Board of Appeal
- Fire Code Board of Appeals & Adjustments
- Fort Smith Municipal Employees Benevolent Fund Board of Advisors
- Future Fort Smith Committee
- Historic District Commission
- Housing Assistance Board
- Library Board of Trustees
- Mechanical Board of Adjustments and Appeals
- Parks & Recreation Commission
- Planning Commission
- Plumbing Advisory Board
- Port Authority
- Property Owners Appeals Board
- Public Facilities Board Advisory Committee
- Recycling Advisory Committee
- Sales Tax Review Committee
- Sebastian County Regional Solid Waste Management Board
- Transit Advisory Commission
- Water Advisory Committee

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 18, 2024
SUBJECT: Appointment - Historic District Commission

SUMMARY

Mr. Gary Duke's term on the Historic Commission expires on July 31, 2024. Mr. Duke is interested in reappointment.

Appointments are made by the Mayor, one appointment is needed. The new term will expire on July 31, 2027.

ATTACHMENTS

1. [Historic District Commission.pdf](#)

HISTORIC DISTRICT COMMISSION

The commission is authorized to make an investigation and report on the historic significance of the buildings, structures, features, sites or surroundings included in any proposed historic district. The commission is also authorized to recommend an area or areas to be included in a historic district or districts and from time to time recommend amendments to established districts or additional districts.

Fort Smith has been designated a Certified Local Government (CLG) by the United States Department of Interior. One of the benefits of being a CLG is to be eligible for various grant funds each year. CLG's are required to attempt to appoint preservation related professionals to their Historic District Commissions, to extent available in the community.

The commission has five members, who are electors of the city, appointed by the Mayor subject to confirmation by the Board of Directors and each serves alternate three year terms.

Members shall be electors of the city and hold no salaried or municipal office. Regular meetings are the first Thursday of each month at 6:00 p.m. at the Darby Community Center. The study sessions are held the last Thursday of each month at 5:30 p.m., at the Darby Community Center, 220 North 7 Street.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Debbie Kraus Executive Director 2230 South Y Street (01) 479-651-0544 (h) debs.kraus2019@gmail.com	07/19/22	07/31/25
Nathaniel (Nate) Deason Architect 6310 Maplefield Dr (16) 479-200-2962 (h) ndeason@mahgarch.com	09/20/22	07/31/26
Robert J. Clock CPA 2710 South 80 Street (03) (562)-213-7332 clockcpa@gmail.com	07/16/19	07/31/26

Gary Duke
Supervisor
1115 Garrison Ave. (01)
561-3853 (h)
gddukeme3185@yahoo.com

09/20/22

07/31/24

Mila Masur
Executive Director
414 North 7 Street (01)
717-386-1551 (h)
783-3000 (w)
Milaanddan@yahoo.com

07/24/18

07/31/24



CITY OF FORT SMITH

Application for Boards /Committees / Commissions

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: 06/06/2024

Name: Gary Duke

Home Telephone: (479)561-3853

Home Address: 415 N 5th St Fort Smith Ar

Work Telephone: (479)561-3853

Zip: 72901

Email: gddukeme3185@yahoo.com

Occupation: Property owner/operator
(If retired, please indicate former occupation or profession)

Education: Electrical trade

Professional and/or Community Activities: Board member of Fort Smith Museum of History

Additional Pertinent Information/References: _____

Do you reside within the corporate boundaries of the city of Fort Smith? Yes Yes No _____

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

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes _____ No No *Note: "Yes" will not automatically preclude you from consideration.*

If yes, please identify the offense and the approximate date.

Drivers License: [Redacted] Date of Birth: [Redacted]

(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- Advertising & Promotion Commission
- Airport Commission
- Animal Services Advisory Board
- Arkansas Fair & Exhibition Facilities Board
- Audit Advisory Committee
- Building Board of Adjustment and Appeals
- Central Business Improvement District
- Civil Service Commission *(3 year residency required)*
- Community Development Advisory Committee
- County Equalization Board
- Electric Code Board of Appeal
- Fire Code Board of Appeals & Adjustments
- Fort Smith Municipal Employees Benevolent Fund Board of Advisors
- Future Fort Smith Committee
- Historic District Commission
- Housing Assistance Board
- Library Board of Trustees
- Mechanical Board of Adjustments and Appeals
- Parks & Recreation Commission
- Planning Commission
- Plumbing Advisory Board
- Port Authority
- Property Owners Appeals Board
- Public Facilities Board Advisory Committee
- Recycling Advisory Committee
- Sales Tax Review Committee
- Sebastian County Regional Solid Waste Management Board
- Transit Advisory Commission
- Water Advisory Committee

**Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov**



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 16, 2024
SUBJECT: Appointment - Mechanical Board of Adjustments and Appeals

SUMMARY

Mr. Greg Williams and Mike Locknar's term on the Mechanical Board of Adjustments and Appeals expires July 31, 2024. Mr. Williams is interested in reappointment for the "Alternate - Member at Large - Public" position. Mr. Locknar is interested in reappointment for the "Alternate - Member at Large - Industry" position.

Appointments are made by the Board of Directors, two appointments are needed. The new terms will expire on July 31, 2025.

ATTACHMENTS

1. [Mechanical Board of Adjustments and Appeals.pdf](#)

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**.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
<u>INDUSTRY MEMBERS</u>		
Brianca Hollis Mechanical Engineer 7405 Ellis Street Fort Smith, AR 72916 479-452-8922 (w) bhollins@hsaconsultants.com	12/13/2022	07/31/27
Ted Neal Ted's Air Conditioning, Inc. 2215 Bluff Avenue (01) 783-7857 (w) 883-2529 © Tedneal40@gmail.com	07/20/99	07/31/28
Buford Martin Owner of Martin's Heating & Air 416 North 10 (01) 785-4444 (w) bmartin@martinshvac.com	09/16/14	07/31/24
Thomas Franklin Mechanical Engineer 905 North 48 Street (03) 207-2454 (h) 452-8922 (w) tfranklin@hsaconsultants.com	10/21/16	07/31/24

Ron B. Smith
(Owner) Air Pro Heating & Air
3221 Cliff Drive (03)
646-4478 (h)
646-9699 (w)
airproaaron@sbcglobal.net

07/19/11

07/31/26

Alternate – Member At Large – Public

Greg Williams
G.M. of Markham Restaurant Supply
2315 Hendrick Blvd. (01)
650-8929 (h)
782-3233 (w)
greg@markhamrs.com

07/19/11

07/31/24

Alternate – Member At Large – Industry

Mike Locknar
Sanders Supply
9817 Meandering Way (03)
484-1140 (h)
648-8747 (w)
mlocknar@sanderssupply.net

06/18/13

07/31/24

CITY OF FORT SMITH

Application for Boards / Committees / Commissions

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: 10-24-24
Name: Greg Williams Home Telephone: 479-650-8929
Home Address: 2315 Hendricks Blvd Work Telephone: same
Zip: 72903 Ft. Smith AR. Email: greg.c.markham@cs.com

Occupation: RESTAURANT EQUIP & SUPPLIES
(If retired, please indicate former occupation or profession)

Education: UNIV OF ARKANSAS CLASS 92
Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Do you reside within the corporate boundaries of the city of Fort Smith? Yes No _____

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

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes _____ No Note: "Yes" will not automatically preclude you from consideration.

If yes, please identify the offense and the approximate date.

Drivers License: _____ Date of Birth: _____
(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- | | |
|---|---|
| <input type="checkbox"/> Advertising & Promotion Commission | <input type="checkbox"/> Historic District Commission |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Housing Assistance Board |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Board | <input checked="" type="checkbox"/> Mechanical Board of Adjustments and Appeals |
| <input type="checkbox"/> Audit Advisory Committee | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Building Board of Adjustment and Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Civil Service Commission (3 year residency required) | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Community Development Advisory Committee | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Public Facilities Board Advisory Committee |
| <input type="checkbox"/> Electric Code Board of Appeal | <input type="checkbox"/> Recycling Advisory Committee |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Sales Tax Review Committee |
| <input type="checkbox"/> Fort Smith Municipal Employees Benevolent Fund Board of Advisors | <input type="checkbox"/> Sebastian County Regional Solid Waste Management Board |
| <input type="checkbox"/> Future Fort Smith Committee | <input type="checkbox"/> Transit Advisory Commission |
| | <input type="checkbox"/> Water Advisory Committee |

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov

CITY OF FORT SMITH
Application for Boards / Committees / Commissions

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: 6-6-2024
Name: MIKE LOCKNAR Home Telephone: 479-484-1140
Home Address: 9817 MEANDERING WAY Work Telephone: 479-648-8747
Zip: 72903 Email: mlocknar@sanderssupply.net

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

Education: _____

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Do you reside within the corporate boundaries of the city of Fort Smith? Yes No _____

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

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes _____ No *Note: "Yes" will not automatically preclude you from consideration.*

If yes, please identify the offense and the approximate date.

Drivers License: [REDACTED] Date of Birth: [REDACTED]

(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- | | |
|---|---|
| <input type="checkbox"/> Advertising & Promotion Commission | <input type="checkbox"/> Historic District Commission |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Housing Assistance Board |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Board | <input checked="" type="checkbox"/> Mechanical Board of Adjustments and Appeals |
| <input type="checkbox"/> Audit Advisory Committee | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Building Board of Adjustment and Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Civil Service Commission <i>(3 year residency required)</i> | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Community Development Advisory Committee | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Public Facilities Board Advisory Committee |
| <input type="checkbox"/> Electric Code Board of Appeal | <input type="checkbox"/> Recycling Advisory Committee |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Sales Tax Review Committee |
| <input type="checkbox"/> Fort Smith Municipal Employees Benevolent Fund Board of Advisors | <input type="checkbox"/> Sebastian County Regional Solid Waste Management Board |
| <input type="checkbox"/> Future Fort Smith Committee | <input type="checkbox"/> Transit Advisory Commission |
| | <input type="checkbox"/> Water Advisory Committee |

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 15, 2024
SUBJECT: Appointment - Property Owners Appeal Board

SUMMARY

Ms. Karen Lewis' term on the Property Owners Appeal Board expired on July 14, 2024. Ms. Lewis is interested in reappointment.

The appointment is made by the Board of Directors, one appointment is needed. The new term will expire on July 14, 2029.

ATTACHMENTS

1. [Property Owners Appeal Board.pdf](#)

PROPERTY OWNERS APPEAL BOARD

The Property Owners Appeals Board was established by the Board of Directors April 15, 1997 to review city ordinances relative to clean up lands for the purpose of making recommendations to the Board of Directors concerning amendments thereto, and to hear appeals of delinquent property owners charged by the city for abatement costs who feel themselves aggrieved by action of the city.

The board consist of five persons appointed by the **Board of Directors** who, following initial staggered terms, will serve five year terms of office. The board shall meet to hear appeals twice annually during the month of September, and may meet for other purposes as well. Meetings are scheduled for the second Monday of each month at 11:00 a.m. in the "Planning Conference Room" at 623 Garrison Avenue, room 326.

	<u>Date Appointed</u>	<u>Term Expires</u>
Justin Sparrow 7610 Oxford Place (03) 479-754-7475 Justinsparrow2000@yahoo.com	11/17/20	07/14/28
Bobbie Woodard Andrews 3216 Blair Ave #3 (04) 769-4813 shakeyJns1958@gmail.com	07/17/19	07/14/24
Karen Lewis Accountant 5620 Free Ferry Road (03) 629-7665 (h) klewis@hankinscpafirm.com	08/18/21	07/14/24
Megan Raynor 504 Lecta (01) 420-1910 (h) 782-8808 (w) mraynor@hannaoilandgas.com	06/15/10	07/14/25
Jack Swink 9816 Jenny Lind Road (08) 414-3200 Swinkinc1@gmail.com	07/21/20	07/14/25



Application for Boards, Commissions, and 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.

Today's Date

6/21/2024

Name

Karen Lewis

Home Address

5620 Free Ferry Road, Fort Smith, Arkansas 72903

Home Phone

(479) 629-7665

Work Phone

Occupation

Certified Public Accountant Retired

Education

BSE, BA, MPA

Professional and/or Community Activities:

Fort Smith Heritage Fdn. Treasurer-current
Fort Smith Montessori School Treasurer-current
Regional Art Museum-Treasurer-current
Fort Smith Historical Society Treasurer-current
Fort Smith Property Owners Appeals Board
I volunteer also for several other nonprofits in our community.

Additional Pertinent Information/References:

George Beattie
Sandy Sanders
Debbie Robinson

Upload additional files here (optional).

Do you reside within the corporate boundaries of the city of Fort Smith?

Yes

Are you a registered voter in the city of Fort Smith?

Yes

Attach a copy of your voter registration

928E5F74-E91A-4BC8-B9B6-DC59EFE16CF9.png

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

No