**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

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# AGENDA

**Fort Smith Board of Directors**

## **REGULAR MEETING**

**November 19, 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](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 NOVEMBER 6, 2024 REGULAR MEETING**

### **ITEMS OF BUSINESS**

1. Public hearing and ordinance certifying to the Sebastian County Tax Collector delinquent property cleanup liens ~ *Settle/G.Catsavis placed on agenda at the November 12, 2024 study session ~ (City Clerk)*
2. Ordinance setting the dates, time, and location for regular meetings of the Board of Directors for the year 2025 ~ *Settle/G. Catsavis placed on agenda at the November 12, 2024 study session ~ (City Clerk)*
3. Ordinance to provide for rates for services of the drinking water system and superseding ordinances in conflict herewith ~ *Rego/Morton placed on agenda at the November 12, 2024 study session ~ (Water Utilities) ♦*



4. Items regarding the Move Fort Smith Active Transportation Master Plan: *(Community Mobility)* ♦
  - 4A. Ordinance repealing the Trails and Greenways Master Plan and adopting the Move Fort Smith Active Transportation Master Plan ~ *Rego/Good placed on August 20, 2024 regular meeting at the August 13, 2024 study session / Tabled to the October 22, 2024 regular meeting at the August 20, 2024 regular meeting / Moved to November 19, 2024 regular meeting by unanimous vote at the October 8, 2024 regular meeting ~ (Community Mobility)*
  - 4B. Resolution adopting the Move Fort Smith Active Transportation Master Plan *(Community Mobility)* ♦
5. Resolution authorizing execution of lease agreement and agreement concerning aquatics facility at Ben Geren Regional Park between the City of Fort Smith and Sebastian County relative to Parrot Island Waterpark ~ *Tabled at the August 6, 2024 regular meeting / Tabled to the September 3, 2024 regular meeting at the August 20, 2024 regular meeting / Tabled to the November 19, 2024 regular meeting at the September 3, 2024 regular meeting ~ (City Administrator)*
6. Resolution authorizing the Mayor to execute the first amendment to the management agreement with OVG Facilities, LLC regarding off-site catering services ~ *G. Catsavis/Settle placed on the agenda at the October 29, 2024 study session; Tabled at the November 6, 2024 regular meeting ~ (City Administrator)*
7. Resolution ratifying and approving memorandums of agreement with Arkansas Department of Energy and Environment, Metroplan, and Northwest Arkansas Planning Commission and ratifying and approving actions related thereto *(Citizen & City Services)* ♦
8. Items regarding software license and services agreement (CityView): *(Planning & Zoning)*
  - 8A. Ordinance amending the 2024 Operating Budget and authorizing the appropriation of funds from Unobligated General Fund Balance for Phase 1 and 2 Change Orders to the CityView Service Agreement *(Finance)*
  - 8B. Resolution authorizing the Mayor to execute Phase 1 and 2 Change Orders to the CityView Services Agreement with N. Harris Computer Corporation (\$12,925.58 / *Not Budgeted / Information Technology*) *(Information Technology)*
9. Items regarding Racetrack Road Waterline Improvements, Project No. 24-15-ED1: *(Finance)*
  - 9A. Ordinance amending the 2024 Operating Budget and authorizing the appropriation of funds from the Unobligated General Fund balance for an Economic Development Project *(Racetrack Road Waterline Improvements)* *(Finance)*



- 9B. Resolution authorizing the Mayor to execute an agreement with Hawkins-Weir Engineers, Inc. for providing engineering services associated with the Racetrack Road Waterline Improvements, Project No. 24-15-ED1 (*not to exceed \$143,890.00 / Not Budgeted*) (*Water Utilities*) ♦
10. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Forsgren Incorporated for the 2016 SSA Remedial Measures, Sub-Basin S007, Project No.17-12-C1 (\$8,231,278.00 / *Budgeted / Water Utilities - 5/8% Sales Tax*) (*Water Utilities*) ♦ ●
11. Consent Agenda
- 11A. Resolution setting public hearing date on petition to vacate a portion of Chad Colley Boulevard right of way (*Planning & Zoning*)
- 11B. Resolution authorizing the Mayor to execute a 3rd lease agreement with the Arkansas Department of Transformation and Shared Services - Division of Building Authority related to the city's use of state-owned property at 801 Rogers Avenue for a public parking lot (*City Administrator*)
- 11C. Resolution approving mutual aid/interlocal agreement for the establishment of consolidated public safety answering point and dispatch center between the City of Fort Smith and Sebastian County (*City Administrator*)
- 11D. Resolution authorizing execution of a Quitclaim Deed and a Bill of Sale reconveying property to Gerber Products Company; and prescribing other matters pertaining thereto (*City Administrator*)
- 11E. Resolution authorizing the City Administrator to apply for grant funding through the United States Department of Transportation and the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program (*City Administrator*)
- 11F. Resolution authorizing the City Administrator to apply for grant funding through the United States Environmental Protection Agency and the Environmental and Climate Justice Community Change Grants Program (*City Administrator*)
- 11G. Resolution authorizing the execution of an agreement relative to the change in Bond Trustee (*Finance*)
- 11H. Resolution accepting bid authorizing the purchase and installation of playground equipment for Hillcrest Park and Woodlawn Park (\$522,214.59 / *Budgeted / Parks and Recreation - 1/8% Sales and Use Tax*) (*Parks & Recreation*) ♦
- 11I. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with In & Out Rolloff LLC (*Solid Waste Services*)

**OFFICIALS FORUM - presentation of information requiring no official action**

- Mayor
- Directors
- City Administrator



## EXECUTIVE SESSION

- Audit Advisory Committee (2)

## ADJOURN





## MEMORANDUM

**TO:** Carl E. Geffken, City Administrator  
**FROM:** Sherri Gard, City Clerk  
**DATE:** November 13, 2024  
**SUBJECT:** Certification of Delinquent Property Cleanup Liens

### **SUMMARY**

The attached ordinance certifies to the Sebastian County Tax Collector a total of \$137,220.45 in delinquent property cleanup liens associated with those properties abated or structures demolished by the City of Fort Smith. The aforementioned amount includes a 10% penalty, which will be assessed upon certification to the County. The ordinance contains 273 delinquent liens, consisting of 184 properties owned by 171 property owners. Of the 171 property owners, 52 have been included in previous year(s) ordinances to certify delinquent liens to the Sebastian County Tax Collector.

In 2023, the *proposed* ordinance included 252 delinquent liens totaling \$99,520.29 for certification to the Sebastian County Tax Collector. There were payments received on multiple liens after adoption of the ordinance at the November 14, 2023 regular meeting; therefore, 238 delinquent liens totaling \$95,272.91 were certified to the Sebastian County Tax Collector in 2023.

### **PROPERTY OWNERS APPEAL BOARD HEARINGS**

Hearings before the Property Owners Appeal Board (POAB) were held on Monday, September 9 and Wednesday, September 11, 2024 at the Blue Lion, 101 North 2nd Street. Notification of the hearings was by certified mail to the property owner(s) of record and publication in the River Valley Democrat Gazette. There were no property owners in attendance at the September 11, 2024 appeal hearing; however, there were two (2) property owners in attendance at the September 9, 2024 public hearing. One (1) property owner, Mr. Larry Smithson, simply addressed the POAB and did not formally appeal the lien. He merely addressed the POAB and extended a check for payment in full of the lien. The second property owner, Ms. Sharilyn Dobbins, extended a formal appeal, but the POAB did not grant any adjustment. Ms. Dobbins also extended payment in full at the Appeal Hearing. Regardless, below is a summary of action taken by the POAB:



PROPERTY OWNER	PROPERTY	CLEAN DATE	LIEN	ADJUSTED LIEN
Smithson, Larry G. *	625 Division	3/14/2024	\$338.36	NO ADJUSTMENT
Dobbins, Dennis L & Sharilyn H. *	819 South 19th	7/18/2023	\$324.27	NO ADJUSTMENT

\* Hearing Date - September 9, 2024    \*\* Hearing Date - September 11, 2023

### **NOVEMBER 19, 2024 BOARD OF DIRECTORS MEETING**

As required by law, notice of the public hearing was provided to the property owners either by certified mail or publication in the River Valley Democrat Gazette for four (4) consecutive weeks prior to the meeting.

As of this date, one (1) property owner has conveyed intent to attend the subject public hearing. Although the City Clerk's Office received confirmation via certified mail receipt that the property owner received Notice of the public hearings before the POAB in September, the property owner did not attend.

In the event the aforementioned property owner or any other property owner that did not attend the POAB public hearings in September, attends the November 19, 2024 regular meeting to appeal the delinquent lien(s), staff recommends the lien(s) be removed from the ordinance and the matter(s) be referred to the POAB for consideration at its next regularly scheduled meeting, which is set for 11:00 a.m., Monday, December 9, 2024. If the POAB determines the lien(s) should be adjusted or remain due in full, an additional ordinance certifying same to the Sebastian County Tax Collector will be presented to the Board for consideration at the December 17, 2024 regular meeting.

In the event a partial payment or payment in full is received for any lien on the attached ordinance, the motion for approval should include a provision to allow for adjustment or removal of said lien(s) from the ordinance prior to formal submission to the Sebastian County Tax Collector.

Upon approval of the ordinance, a copy will be forwarded to the Sebastian County Tax Collector and the liens will be placed on the tax records for the year 2024 (for collection in 2025).

For informational purposes, also attached is a spreadsheet identifying the monthly and year-to-date collections for delinquent property cleanup liens certified to the Sebastian County Tax Collector since 2007. With the November 2024 distribution (*payments made to the Tax Collector in October 2024*), such identifies 2024 as the highest collection year on record, i.e. \$143,370.84, which is a 61.43% collection rate for liens certified since 2007.

The report also provides the original lien amounts included on the annual ordinance presented to the Board for consideration and lien payments received prior to formal submission to the Sebastian County Tax Collector. As you can see, in 2023, the City received \$4,247.38 in payments from the time of ordinance presentation to formal submission of the 2023 ordinance to the Sebastian County Tax Collector.



Due to annual inquiry of addressing habitual offender property owners, Neighborhood Services Department has provided the attached memo that includes not only said information, but also updates regarding the department.

If you or members of the Board have any questions prior to the meeting, please let me know. Neighborhood Services staff will be present at the meeting to respond to any inquiry regarding delinquent cleanup liens. Multiple members of the POAB have indicated their intent to be in attendance as well.

**ATTACHMENTS**

1. [Ordinance\\_-\\_Property\\_Cleanup\\_2024 \(1\).pdf](#)
2. [Cleanup Lien Payments 2007 - Present.pdf](#)
3. [Board Memo November 2024.pdf](#)



# ORDINANCE NO. \_\_\_\_\_

## ORDINANCE CERTIFYING TO THE SEBASTIAN COUNTY TAX COLLECTOR DELINQUENT PROPERTY CLEANUP LIENS

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

**SECTION 1:** It is hereby determined by the Board of Directors that the hereinafter described properties and the amount of lien filed against each, shall be certified to the Sebastian County Tax Collector and placed on the tax books as delinquent taxes and collected accordingly. The amount of lien shown for each property shall be increased by ten percent (10%) as a penalty for collection. The amount, less three percent (3%) thereof, when so collected, shall be paid to the City by the Sebastian County Tax Collector, all in accordance with Section 16-11 of the Fort Smith Code of Ordinances:

Name	Address of Property Cleaned	LIEN	LIEN + 10%
616 North 19th, LLC	619 North 19	271.77	298.95
616 North 19th, LLC	619 North 19	231.57	254.73
African Methodist Epsicopal Church, Inc.	723 North 8	754.57	830.03
Alfaro, J. Blas & Basilisa Palabox	1528 North 29	204.10	224.51
Araujo, Monica	1819 North 12	246.10	270.71
ARCO Environmental Remediation, LLC	North 14 & North 18, lot on corner	311.57	342.73
AR-NM-0304-039, LLC	3632 Kinkead	244.70	269.17
AVS Properties	1417 Lyman	366.10	402.71
AVS Properties	1417 Lyman	251.57	276.73
Baker, John	1504 Belle	325.67	358.24
Balbino, Silomar	1906 North 6	231.57	254.73
Bell, Jonathan	2910 Russell	288.19	317.01
Bishop, Eboni Monique	3413 North Q	1,056.10	1,161.71
Black, Pathro "Pat"	1809 North 9	231.57	254.73
Blake Properties, LLC	2817 Glen Flora Way	428.15	470.97
Bledsoe, Loren Wayne	1006 North 13	286.10	314.71
Branson Homes, LLC	1622 -1624 South Z	284.10	312.51
Branson Homes, LLC	1622 -1624 South Z	231.57	254.73
Branson Homes, LLC	5211 South 32	320.63	352.69
Cain, Walter & WF.	3718 Allen	4,281.28	4,709.41
Cain, Walter & WF.	3718 Allen	251.57	276.73
Castillo, Juan Anthony	912 North D	231.57	254.73
Chance, Robert Earl	1448 North Greenwood	396.82	436.50
Christian, Rosie Mae	2116 May	300.88	330.97
Church of the Living God Temple #8	1733 North 13	211.57	232.73
Church, Samuel & Jillian	3101 Russell	211.57	232.73
Church, Samuel & Jillian	3101 Russell	211.57	232.73
Cole, Irma M.	5213 South 31	308.10	338.91
Collective Capital Partners, LLC	1216 North 35	189.57	208.53
Cope, John	3121 Emrich	231.57	254.73
Creekmore, Edwin	705 North 8, lot north of	231.57	254.73
Cripps, Bertha	1008 South 10	598.93	658.82
Cross, Terrance & Carlessa	920 North 8	226.27	248.90
Cross, Terrance & Carlessa	920 North 8	191.57	210.73
Davenport, Dale L. & Illa L.	622 South 18	231.57	254.73
Davenport, Dale L. & Illa L.	622 South 18	233.93	257.32
Dill, Larry Hugh	3717 Wirsing	460.69	506.76
Dumas, Isaiah S.	1108 North 9	205.67	226.24



<b>Name</b>	<b>Address of Property Cleaned</b>	<b>LIEN</b>	<b>LIEN + 10%</b>
Dumas, Isaiah S.	1108 North 9	231.57	254.73
Dupont, Andrea	1911 North Albert Pike	287.65	316.42
Elder, David P. & Melissa A. Revocable Trust	1211 South E	248.90	273.79
Elder, David P. & Melissa A. Revocable Trust	1211 South E	211.57	232.73
Estrada, Antonio & Mayra	2515 North 37	248.80	273.68
Estrada, Antonio & Mayra	3621 Kelley	270.41	297.45
F. Schuman - R Kaye Co., A Partner	2030 North 14, lot south of	266.86	293.55
First Missionary Baptist Church	3020 North J, lot west of	382.63	420.89
Flood, Tim	1619 North 8	206.10	226.71
Flores, Herbert L.	8128 Cypress	251.57	276.73
Flores, Herbert L.	8128 Cypress	251.57	276.73
Forshee, Mary E. & Ronald Ray & Mark	705 South 6	7,681.28	8,449.41
Fort Smith Cemeteries, Inc.	5001 Midland	3,864.57	4,251.03
Fort Smith Cemeteries, Inc.	5001 Midland	3,872.57	4,259.83
Fort Smith Cemeteries, Inc.	5001 Midland	3,874.57	4,262.03
Fort Smith Cemeteries, Inc.	5001 Midland	3,864.57	4,251.03
Fort Smith Cemeteries, Inc.	5403 North O	3,864.57	4,251.03
Fort Smith Cemeteries, Inc.	5403 North O	3,864.57	4,251.03
Fort Smith Cemeteries, Inc.	5403 North O	3,872.57	4,259.83
Fort Smith Cemeteries, Inc.	5403 North O	3,872.57	4,259.83
Fort Smith Cemeteries, Inc.	5403 North O	3,874.57	4,262.03
Fort Smith Cemeteries, Inc.	5403 North O	3,874.57	4,262.03
Fort Smith Cemeteries, Inc.	5403 North O	3,864.57	4,251.03
Fort Smith Cemeteries, Inc.	5403 North O	3,864.57	4,251.03
Galicia, Francisco & Miguel	3915 Rowe	270.80	297.88
Gathright, Jamie Lynn	3429 Carrizo	455.76	501.34
Gilkey, Charles	1717 North 8	288.03	316.83
Glass, William H. & Dorothy M.	3624 North 48	313.96	345.36
Hamrick, Michael & Robinson, Lashan	4404 Howell	308.80	339.68
Hardesty, A.	1710 North J	211.57	232.73
Hardesty, A.	1710 North J	229.26	252.19
Hardwood, Jerry B. & Carol L.	4700 North 29, lot south of	251.57	276.73
Harris, Kendall	7812 Joseph	371.16	408.28
Harris, Kendall	7812 Joseph	545.80	600.38
Harris, Kendall	7812 Joseph	291.57	320.73
Harris, Kendall	7812 Joseph	251.57	276.73
Hayman, Roy Leland	2914 North K	231.57	254.73
Hayman, Roy Leland	2914 North K	211.57	232.73
Hedges, Natalie	3720 South Boston	234.27	257.70
Henson, Jesse L. Jr.	3621 Coventry Lane, lot west of	287.67	316.44
Henson, Jesse L. Jr.	3621 Coventry Lane, lot west of	291.57	320.73
Henson, Jesse L. Jr.	3621 Coventry Lane, lot west of	271.57	298.73
Hirston, Joe	1801 Cavanaugh #20	279.88	307.87
Howell, Irene & John B.	1519 North 12	300.48	330.53
Izom Estates NA	1418 South 12	317.53	349.28
JGR Holdings, LLC	600 North 10	250.90	275.99
JGR Holdings, LLC	600 North 10	362.80	399.08
JMZ Holdings, LLC	1812 South Boston	231.57	254.73
Johnson, Charles R. & Kathy D.	3117 Spradling	231.57	254.73
Johnson, Jessica N.	3634 Barry	252.63	277.89
Jones, Clarence Jr.	2723 North Albert Pike	289.58	318.54
JSM Investments, LLC	423 North D	253.77	279.15
Kamal - U Properties	3008 Russell	251.57	276.73
Kamal - U Properties	3008 Russell	231.57	254.73
Kamal - U Properties	3008 Russell	487.27	536.00
Killian, Dana L.	902 South J	280.62	308.68
Legacy Leasing, LLC	1920 North C	230.90	253.99
Ljunghammar, Keith	1315 South 10	407.09	447.80
Ljunghammar, Keith	1317-1319 South 10	246.10	270.71
Maldonado, Jacqueline & Rodriguez-Reyes, Juan	1515 North 12	231.57	254.73
McClendon, Curtis	1631 North 8	211.57	232.73
McLaughlin, Janet	1710 Carthage	270.96	298.06
Merriweather, Birdie L.	4401 Armour	303.67	334.04
Merriweather, Birdie L.	4401 Armour	231.57	254.73
Merriweather, Birdie L.	4401 Armour	251.57	276.73



<b>Name</b>	<b>Address of Property Cleaned</b>	<b>LIEN</b>	<b>LIEN + 10%</b>
Merriweather, Birdie L.	4401 Armour	251.57	276.73
Minnis, John W. & Joyce A.	2420 South Independence	231.57	254.73
Moore, Ernest & Ruby Bernice	1000 North 7	289.62	318.58
Morgan, Sallee Jo	4527 North 30	293.98	323.38
Morris, Gracie Ann	1405 North 21	231.57	254.73
MRW, Inc.	1422 North 12, lot south of	251.57	276.73
MRW, Inc.	1422 North 12, lot south of	299.00	328.90
Ndalama, Camisha	701 North N	211.57	232.73
Ndalama, Camisha	701 North N	211.57	232.73
Neal, John H. & Frances	8607 Moody Road	341.77	375.95
Neal, John H. & Frances	8607 Moody Road	311.57	342.73
Nguyen, Amber Loc Ann	5005 South 33	251.57	276.73
Nita Kay Cox Revocable Trust	3022 Russell	313.16	344.48
Nita Kay Cox Revocable Trust	3815 North 31	250.90	275.99
Nunez, Sandy A.	1404 North 29	348.37	383.21
Off the Bench Consulting, LLC	1903 North 13	350.80	385.88
Ozark US Properties	4710 Mussett	191.57	210.73
Pierce, Bruce P.	104 Cindy Circle	402.77	443.05
Pineda, Citlaly Aquino	804 North 8	272.36	299.60
Pointer Bridge, Inc.	2615 Brockman	290.90	319.99
Price, James Miller & WF	4414 North Armour	244.10	268.51
Professional Housing & Land, LLC	1416 North 5	211.57	232.73
Professional Housing & Land, LLC	1416 North 5	211.57	232.73
Professional Housing & Land, LLC	1416 North 5	211.57	232.73
Professional Housing & Land, LLC	1801 Wirsing	251.57	276.73
Professional Housing & Land, LLC	3400 North Johnson	328.37	361.21
Professional Housing & Land, LLC	3400 North Johnson	211.57	232.73
Professional Housing & Land, LLC	3400 North Johnson	211.57	232.73
Professional Housing & Land, LLC	3400 North Johnson	191.57	210.73
Professional Housing & Land, LLC	3712 Spradling	211.57	232.73
Professional Housing & Land, LLC	400 North M, lot behind	330.90	363.99
Professional Housing & Land, LLC	400 North M, lot behind	272.96	300.26
Ramirez, Maria Dolores Navarrete	1222 North 5	246.10	270.71
Ramos, Mynor G.	4408 North L	244.10	268.51
Ray, John Matthew	1623 South 12	1,531.70	1,684.87
Regalado, Ramon L. & Antonia	1404 North 19	251.57	276.73
Rhumb Line Properties, LLC	215 North 43	279.93	307.92
Rhumb Line Properties, LLC	414 North 36	314.52	345.97
Rhumb Line Properties, LLC	414 North 36	244.70	269.17
Rico, Marlene Escobedo & Alan Giovanni Gallegos	1301 South 10	467.39	514.13
Rivera- Chavez, Jesus Daniel	2600 South 16, lot south of	392.04	431.24
Rivera- Chavez, Jesus Daniel	2612 South 16	292.63	321.89
Rivera- Chavez, Jesus Daniel	2612 South 16	231.57	254.73
Rivera- Chavez, Jesus Daniel	2612 South 16	250.80	275.88
Rodriguez, Moncaleano & Soledad, Maria	1000 North 11	211.57	232.73
Rodriguez, Moncaleano & Soledad, Maria	1000 North 11	211.57	232.73
Rodriguez, Pablo	1735 North 13	231.57	254.73
Rotenberry, Paul H. Jr.	7513 Cheryl	233.90	257.29
Royal Ridge Construction, LLC	3020 North 5, lot south of	271.57	298.73
Sandoval, Jocelyn	2223 North F	258.47	284.32
Santiago, Francisco	4105 North O	308.80	339.68
Sarvis, Arthur & Mary A.	1456 North 39	295.91	325.50
Sarvis, Arthur & Mary A.	1456 North 39	231.57	254.73
Savoy, Melanie R.	2605 Tulsa	255.19	280.71
Siemens, Taylor & Jacquelyn	700 North 12	239.00	262.90
Smithson Properties Arkansas, LLC	6001 Bolton	300.05	330.06
Somoz Home Solutions, LLC	7901 Joseph	808.87	889.76
Soriano, Diane Lynn	901 North 14	1,789.57	1,968.53
Soriano, Diane Lynn	901 North 14	6,298.26	6,928.09
Standridge, Scott & Dusti	609 South 21	257.00	282.70
Stewart, Phillip A. & Janice	3222 Blair	308.37	339.21
Stewart, Phillip A. & Janice	3222 Blair	211.57	232.73
Stewart, Phillip A. & Janice	3222 Blair	211.57	232.73
Stewart, Phillip A. & Janice	3222 Blair	211.57	232.73
Sullivan, Steve & Shelly Nash	1115 North 33	231.57	254.73



Name	Address of Property Cleaned	LIEN	LIEN + 10%
Sullivan, Steve & Shelly Nash	1115 North 33	369.64	406.60
Swilling Construction, LLC	2420 Jenny Lind, lot east of	312.63	343.89
Swilling Construction, LLC	Jenny Lind & South W, lot southeast corner of	332.63	365.89
Thomas, Kathryn	510 South K	254.37	279.81
Thomas, Kathryn	510 South K	737.67	811.44
Thompson, Marcus	1309 North 36	468.78	515.66
Tran, Hung Ngoc & Nguyen, Loan Thi Bao	7918-8000 Highway 271 South	376.10	413.71
Tran, Jessica	5012 Staples	313.77	345.15
Tran, Jessica	5012 Staples	271.57	298.73
Tran, Jessica	5012 Staples	251.57	276.73
Tuala, Lemalu & Elizabeth	2125 North 14, 4th lot North of	237.67	261.44
Tuala, Lemalu & Elizabeth	2125 North 14, 4th lot North of	211.57	232.73
Turner Family Trust	2917 Fairway Hamlet, lot north of	504.01	554.41
Turner, Johnny & Elizabeth Family Trust	2818 Oakview	248.96	273.86
Tyler, David & Delli	North 8 & North P, 2nd lot from southeast corner of	254.63	280.09
Vasiliki Investments, LLC	118 North 18	231.57	254.73
Vasiliki Investments, LLC	118 North 18	251.57	276.73
Vasiliki Investments, LLC	1514 Towson	244.10	268.51
Vasiliki Investments, LLC	2823 Towson	211.57	232.73
Vasiliki Investments, LLC	4700 Mussett	231.57	254.73
Vearrier, Lavonne	419 North 20	1,137.67	1,251.44
Vearrier, Lavonne	419 North 20	512.46	563.71
W.O.W Holdings, LLC	3112 North 46	257.33	283.06
Wilder, Ramone	2908 North L	243.67	268.04
Wilder, Ramone	2908 North L	211.57	232.73
Wilder, Ramone	2908 North L	211.57	232.73
Willard, Jeanie Jeanette	3417 Carrizo	231.57	254.73
WPT Investments, LLC	2509 North 21	231.57	254.73
WPT Investments, LLC	2509 North 21	231.57	254.73
Wright, William R. Jr.	4418 Howell	2,749.57	3,024.53
Wright, William R. Jr.	4418 Howell	296.27	325.90
Yassin, Mustafa M.	2420 Edwards, lot north of	231.57	254.73
Yassin, Mustafa M.	2420 Edwards, lot north of	263.57	289.93
Yates, Harold W. & Bonnie F.	4712 South 31	<u>312.63</u>	<u>343.89</u>
		\$124,745.86	\$137,220.45

**SECTION 2:** The provisions of this ordinance are hereby declared to be severable to the extent that a decision by any court of competent jurisdiction determining that any portion of this ordinance or any application thereof is unconstitutional, invalid or otherwise illegal shall not affect the constitutionality, validity or legality of the other provisions and/or applications of the ordinance.

**PASSED AND APPROVED this 19th day of November, 2024.**

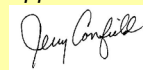
**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

*Approved as to form:*



\_\_\_\_\_  
*Publish one time*



DELINQUENT PROPERTY CLEANUP LIENS  
2007 - Present

	Liens Collected from Sebastian County Tax Collector																			
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Average	
January	\$0.00	\$551.36	\$4,580.30	\$522.43	\$137.68	\$277.94	\$0.00	\$2,192.02	\$1,377.35	\$ 1,277.22	\$ 2,000.02	\$ 935.66	\$ 842.74	\$ 2,402.49	\$ 5,876.59	\$ 3,989.19	\$ 4,822.77	\$ 9,382.15	\$2,287.11	
February	\$1,082.95	\$0.00	\$5,017.56	\$903.31	\$0.00	\$233.43	\$8,971.34	\$256.25	\$2,260.81	\$ 0.00	\$ 201.00	\$ 6,983.00	\$ 0.00	\$ 456.87	\$ 6,575.73	\$ 496.10	\$ 534.59	\$ 10,600.85	\$2,476.32	
March	\$200.00	\$19,155.91	\$295.13	\$4,533.26	\$2,819.71	\$5,505.47	\$2,628.55	\$9,896.24	\$281.33	\$ 5,948.52	\$ 1,576.76	\$ 550.71	\$ 257.70	\$ 3,644.03	\$ 3,669.98	\$ 1,508.06	\$ 10,652.66	\$ 403.22	\$4,084.85	
April	\$3,143.54	\$5,259.84	\$14,473.24	\$4,053.62	\$2,993.70	\$11,697.78	\$5,044.01	\$2,202.87	\$1,052.45	\$ 5,481.23	\$ 4,543.22	\$ 5,136.62	\$ 702.82	\$ 2,971.19	\$ 3,134.48	\$ 1,013.19	\$ 16,306.30	\$ 2,147.04	\$5,075.40	
May	\$5,703.94	\$705.45	\$3,724.35	\$6,969.59	\$7,706.98	\$15,400.92	\$13,480.24	\$21,612.41	\$13,937.51	\$ 17,596.30	\$ 11,335.43	\$ 17,550.29	\$ 12,559.61	\$ 22,385.74	\$ 5,205.65	\$ 7,537.19	\$ 4,013.43	\$ 12,018.29	\$11,080.18	
June	\$6,374.95	\$7,455.40	\$7,751.13	\$2,033.94	\$5,940.63	\$4,501.33	\$5,846.47	\$8,931.52	\$18,608.66	\$ 1,934.86	\$ 8,214.14	\$ 8,116.11	\$ 8,720.01	\$ 12,572.11	\$ 5,117.90	\$ 3,890.87	\$ 3,099.71	\$ 12,705.78	\$7,323.08	
July	\$3,323.71	\$757.56	\$2,280.96	\$665.34	\$971.67	\$1,277.07	\$1,435.94	\$2,296.68	\$2,345.32	\$ 3,210.76	\$ 1,669.71	\$ 10,030.06	\$ 9,780.41	\$ 451.49	\$ 70.60	\$ 6,551.18	\$ 2,738.78	\$ 9,244.93	\$3,283.45	
August	\$1,594.85	\$3,984.75	\$295.25	\$1,780.95	\$1,648.34	\$611.80	\$4,696.55	\$5,374.16	\$5,976.40	\$ 5,688.64	\$ 7,937.95	\$ 2,199.41	\$ 1,838.38	\$ 35,052.30	\$ 1,245.43	\$ 5,452.12	\$ 21,300.28	\$ 36,022.47	\$7,927.78	
September	\$900.17	\$1,073.97	\$2,512.22	\$957.78	\$2,988.46	\$0.00	\$13,352.53	\$2,167.96	\$3,073.06	\$ 10,696.95	\$ 698.51	\$ 10,560.01	\$ 9,022.63	\$ 1,361.13	\$ 8,711.71	\$ 6,128.76	\$ 9,967.27	\$ 14,699.23	\$5,492.91	
October	\$3,143.94	\$6,523.01	\$1,667.89	\$4,506.11	\$1,706.57	\$13,330.71	\$4,959.16	\$4,059.97	\$5,350.95	\$ 3,015.68	\$ 5,861.63	\$ 5,762.44	\$ 14,822.37	\$ 2,023.52	\$ 2,958.43	\$ 2,122.25	\$ 9,305.76	\$ 6,446.30	\$5,420.37	
November	\$10,149.06	\$7,213.41	\$8,375.18	\$10,190.13	\$11,490.28	\$18,688.08	\$18,555.85	\$16,225.05	\$27,616.10	\$ 15,787.06	\$ 15,072.31	\$ 13,125.43	\$ 34,351.92	\$ 13,571.21	\$ 11,490.36	\$ 17,329.96	\$ 27,148.64	\$ 29,700.58	\$17,004.48	
December	\$1,483.45	\$1,749.59	\$943.05	\$6,146.52	\$8,993.86	\$3,164.53	\$0.00	\$5,282.72	\$3,576.72	\$ 2,000.64	\$ 636.77	\$ 0.00	\$ 1,599.65	\$ 8,331.82	\$ 1,413.94	\$ 0.00	\$ 2,166.73	\$ 0.00	\$2,638.33	
TOTAL ANNUAL COLLECTION	\$37,100.56	\$54,430.25	\$51,916.26	\$43,262.98	\$47,397.88	\$74,689.06	\$78,970.64	\$80,497.85	\$85,456.66	\$72,637.86	\$59,747.45	\$80,949.74	\$94,498.24	\$105,223.90	\$55,470.80	\$56,018.87	\$112,056.92	\$143,370.84	\$74,094.26	
Collected since 2007	\$37,100.56	\$91,530.81	\$143,447.07	\$186,710.05	\$234,107.93	\$308,796.99	\$387,767.63	\$468,265.48	\$553,722.14	\$626,360.00	\$686,107.45	\$767,057.19	\$861,555.43	\$966,779.33	\$1,022,250.13	\$1,078,269.00	\$1,190,325.92	\$1,333,696.76		

Payments Received After Adoption and Before Submission to the Tax Collector																			Average (excludes 2024)
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	
Liens on Proposed Ordinance	\$83,619.79	\$101,053.53	\$154,290.17	\$167,269.41	\$159,698.42	\$166,109.92	\$163,848.87	\$161,441.25	\$146,911.88	\$166,574.52	\$140,753.78	\$105,495.10	\$128,014.18	\$93,588.56	\$77,938.56	\$143,095.14	\$99,520.29	\$137,220.45	\$133,135.77
Amount of Liens Certified	\$82,464.71	\$95,478.56	\$152,941.03	\$156,270.07	\$146,116.67	\$159,695.91	\$155,968.33	\$155,339.73	\$142,990.21	\$158,765.17	\$136,506.02	\$103,882.92	\$124,370.22	\$86,456.54	\$77,858.26	\$140,648.21	\$95,272.91		\$127,707.38
PYMTS REC'D AFTER ADOPTION AND BEFORE DELIVERY TO TAX COLLECTOR	\$1,155.08	\$5,574.97	\$1,349.14	\$10,999.34	\$13,581.75	\$6,414.01	\$7,880.54	\$6,101.52	\$3,921.67	\$7,809.35	\$4,247.76	\$1,612.18	\$3,643.96	\$7,132.02	\$80.30	\$2,446.93	\$4,247.38	\$137,220.45	\$12,523.24
Certified since 2007	\$82,464.71	\$177,943.27	\$330,884.30	\$487,154.37	\$633,271.04	\$792,966.95	\$948,935.28	\$1,104,275.01	\$1,247,265.22	\$1,406,030.39	\$1,542,536.41	\$1,646,419.33	\$1,770,789.55	\$1,857,246.09	\$1,935,104.35	\$2,075,752.56	\$2,171,025.47	\$2,171,025.47	
% Collected v. Certified since 2007	44.99%	51.44%	43.35%	38.33%	36.97%	38.94%	40.86%	42.40%	44.39%	44.55%	44.48%	46.59%	48.65%	52.05%	52.83%	51.95%	54.83%	61.43%	





## MEMORANDUM

To: Carl Geffken, City Administrator

Date: November 12, 2024

Subject: Property Cleanup – Enforcement Improvements

The number one strategic goal set by the Board of Directors for the year 2024 was to address blighted properties. The inspectors and staff of the Neighborhood Services Department took that to heart and has surpassed enforcement efforts on any year previous to date. Their dedication and hard work has resulted in many improved neighborhoods across the City of Fort Smith. We will continue to make this a priority as we begin to step into 2025 with enthusiasm.

### **2024 Projected Goals with Updates**

***2024 Projection - Continue to explore new methods and ways to address blighted properties within the city limits.***

- Growth in inner department collaboration with police, fire, streets, parks and utilities. Through these efforts, we have increased effectiveness in addressing blight on right-of-ways, vacant lands, and burnt structures as well as on residentially zoned properties.
- Increased networking of railroads, businesses and non-profits has proven beneficial in working together as we strive to combat homeless blight.
- Since the new formed Neighborhood Services Department, much work has been done to streamline the razing process for unsightly and dilapidated structures. Soon the board will be presented with structures that meet the criteria for razing on a more regular basis.
- Three target neighborhoods within the city were identified that reflected properties in need of general upkeep and maintenance. Received positive feedback from these areas and we have seen vast improvements on neglected properties and structures.

***2024 Projection - Projected implementation of City View Program replacing Blue Prince allowing for better tracking, searching and reporting of properties in the city.***

- City View will soon be entering into the validation phase for review, data conversion and configuration.



***2024 Projection - Review all codes, ordinances, policies and procedures and see what we can improve upon.***

- Neighborhood Services has instituted inspector tracking and performance to ensure assigned areas are being actively worked and blighted properties are being addressed.
- Nationwide research and review over homeless blight adopted codes to better strengthen Fort Smith's ability to address the growing concerns within the city.

***2024 Projection - Continue to expand on the use of GOV Delivery and media outlets to further educate the public on maintaining their properties in accordance with city codes and ordinances.***

- Continued use of the of GOV Delivery has proven beneficial in alerting citizens on seasonal changes when it involves property maintenance. Alerting the public on dates and dumpster locations for citywide cleanup. Safety tips for citizens during extreme heat conditions on how to remain safe and hydrated will doing yard upkeep.

### **2025 Projected Goals**

- Increased enforcement on vacant and abandoned structures within the city.
- Implementation of the City View enforcement program.
- Review of current nuisance codes and reinforce effectiveness where needed.

**NOTE:** Neighborhood Services continues to tackle habitual nuisance properties. Thus far, in 2024 we have stepped usage of the warning/citation ticket issuance, which has resulted in a 23% increase.

*The Neighborhood Code Enforcement Department will continue to work diligently and explore new methods to improve our efficiency and enforcement techniques. The inspectors as well as the office staff work hard for the citizens of Fort Smith to improve the safety, quality and appearance of all city neighborhoods.*

Submitted By:  
Shawn Gard  
Director of Neighborhood Services Department





## MEMORANDUM

**TO:** Carl E. Geffken, City Administrator  
**FROM:** Sherri Gard, City Clerk  
**DATE:** November 13, 2024  
**SUBJECT:** 2025 Regular Meetings of the Board of Directors

### **SUMMARY**

At the November 12, 2024 study session, the Board reviewed various meeting dates for 2025 whereby the Board concurred to the following:

**REGULAR MEETINGS:** 6:00 p.m., Blue Lion, 101 North 2nd Street, first and third Tuesday of each month with the exception of July and October whereby such will be held on Tuesdays, July 8 and 22, 2025 and October 14 and 21, 2025.

**STUDY SESSIONS:** 6:00 p.m., Blue Lion, 101 North 2nd Street, second and fourth Tuesday of each month with the exception of November whereby the first study session of the month is scheduled for Monday, November 10 due to City Offices being closed in observance of Veterans Day. No study session is scheduled for any fifth Tuesday, i.e. April 29, September 30, or December 30, 2025; however, the Blue Lion will be tentatively reserved in the event the Board opts to schedule a study session on said dates.

Below are the following exceptions to the aforementioned regular meeting and study session dates:

March 25, 2025	No study session (week of Fort Smith Public Schools spring break)
July 1, 2025	No regular meeting (week of Independence Day - alters all July meeting dates)
October 7, 2025	No regular meeting (week of National Night Out - alters all October meeting dates)
November 11, 2025	No study session (City Offices closed in observance of Veterans Day - changed to Monday, November 10)
November 25, 2025	No study session (week of Thanksgiving)
December 23, 2025	No study session (week of Christmas)

**BUDGET HEARING:** November 14, 2025 (recommended)

As required by law, the Board must set regular meetings by ordinance; therefore, the attached ordinance accomplishes such and formally sets the dates, time and location for all regular meetings in 2025 as noted above.



In 2021, the City Attorney drafted language establishing a procedure to address when inclement weather or other emergency arises that requires the cancelation and rescheduling of any meeting of the Board. Said verbiage is retained and included as Section 2 of the subject ordinance for 2025.

No formal action is required with regard to other meetings of the Board, i.e. study sessions, budget hearing, etc.

The 2025 Board Meeting Calendar has been updated with all of the above and is attached for reference.

**ATTACHMENTS**

1. [Ordinance\\_-\\_Set\\_Meeting\\_Dates\\_for\\_Year.pdf](#)
2. [2025 Board Meeting Calendar.pdf](#)



ORDINANCE NO. \_\_\_\_\_

**ORDINANCE SETTING THE DATES, TIME, AND LOCATION  
FOR REGULAR MEETINGS OF THE BOARD OF DIRECTORS  
FOR THE YEAR 2025**

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

**SECTION 1:** In 2025, all regular meetings of the Fort Smith Board of Directors shall be held at 6:00 p.m. on the first and third Tuesday of each month, with the exception of July and October in which months regular meetings will be held on Tuesdays, July 8 and 22; and, October 14 and 21, 2025.

**SECTION 2:** In the event of inclement weather or other emergency, the board of directors may cancel and reschedule any meeting of the board upon notice of at least four (4) directors to the city clerk. Notice may be given in writing or by phone, and notice to cancel shall include the date and time of the rescheduling of the meeting. Following notice by a least four (4) directors, the City Clerk shall promptly notify the board, city administrator, mayor, and news media of the cancelation and rescheduling of the meeting. The City Clerk shall reasonably attempt to notify all other persons or entities interested in all agenda items of the cancelled meeting. Prior to the rescheduled meeting, the City Clerk shall cause notice required by the Arkansas Freedom of Information Act to be given.

**SECTION 3:** All regular meetings of the Fort Smith Board of Directors shall be held at the structure currently known as the Blue Lion, 101 North 2<sup>nd</sup> Street.

**THIS ORDINANCE ADOPTED THIS 19<sup>th</sup> DAY OF November, 2024.**

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

*Approved as to form:*



\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
*Publish one time*



2025 BOARD MEETING CALENDAR  
Presented at the November 12, 2024 Study Session

~ January 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
			1 ~ CLOSED ~ NEW YEAR'S DAY	2	3	4
5	6	7 REGULAR MEETING	8	9	10	11
12	13	14 STUDY SESSION	15	16	17	18
19	20 ~ CLOSED ~ MARTIN L. KING JR DAY	21 REGULAR MEETING	22	23	24	25
26	27	28 STUDY SESSION	29	30	31	

~ February 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4 REGULAR MEETING	5	6	7	8
9	10	11 STUDY SESSION	12	13	14	15
16	17	18 REGULAR MEETING	19	20	21	22
23	24	25 STUDY SESSION	26	27	28	

~ March 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4 REGULAR MEETING	5	6	7	8
9	10	11 STUDY SESSION	12	13	14	15
16	17	18 REGULAR MEETING	19	20	21	22
23	24	25 NO STUDY SESSION	26	27	28	29
30	31	~ SPRING BREAK ~				

~ April 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1 REGULAR MEETING	2	3	4	5
6	7	8 STUDY SESSION	9	10	11	12
13	14	15 REGULAR MEETING	16	17	18 ~ CLOSED ~ GOOD FRIDAY	19
20	21	22 STUDY SESSION	23	24	25	26
27	28	29 NO STUDY SESSION ~TENTATIVE~	30			

~ May 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes: If needed, May 13 is the State identified date for a special election.				1	2	3
4	5	6 REGULAR MEETING	7	8	9	10
11	12	13 STUDY SESSION OPT. SPECIAL ELECTION	14	15	16	17
18	19	20 REGULAR MEETING	21	22	23	24
25	26 ~ CLOSED ~ MEMORIAL DAY	27 STUDY SESSION	28	29	30	31

~ June 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3 REGULAR MEETING	4	5	6	7
8	9	10 STUDY SESSION	11	12	13	14
15	16	17 REGULAR MEETING	18	19 ~ CLOSED ~ JUNETEENTH	20	21
22	23	24 STUDY SESSION	25	26	27	28
29	30	Notes:				

~ July 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1 NO REGULAR MEETING	2	3	4 ~ CLOSED ~ INDEPENDENCE DAY	5
6	7	8 REGULAR MEETING	9	10	11	12
13	14	15 STUDY SESSION	16	17	18	19
20	21	22 REGULAR MEETING	23	24	25	26
27	28	29 STUDY SESSION	30	31		

~ August 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes:					1	2
3	4	5 REGULAR MEETING	6	7	8	9
10	11	12 STUDY SESSION	13	14	15	16
17	18	19 REGULAR MEETING	20	21	22	23
24	25	26 STUDY SESSION	27	28	29	30
31						

~ September 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1 ~ CLOSED ~ LABOR DAY	2 REGULAR MEETING	3	4	5	6
7	8	9 STUDY SESSION	10	11	12	13
15	15	16 REGULAR MEETING	17	18	19	20
21	22	23 STUDY SESSION	24	25	26	27
28	29	30 NO STUDY SESSION ~TENTATIVE~				

~ October 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7 NO REGULAR MEETING NAT'L NIGHT OUT	8	9	10	11
13	13	14 REGULAR MEETING	15	16	17	18
19	20	21 REGULAR MEETING	22	23	24	25
26	27	28 STUDY SESSION	29	30	31	

~ November 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes: <sup>1</sup> Due to Veterans Day, study session recommended for Monday, November 10 <sup>2</sup> If needed, November 18 is the State identified date for a special election.						1
2	3	4 REGULAR MEETING	5	6	7	8
9	10 STUDY SESSION	11 ~ CLOSED ~ VETERANS DAY	12	13	14 BUDGET HEARING ~TENTATIVE~	15
16	17	18 REGULAR MEETING OPT. SPECIAL ELECTION	19	20	21	22
23	24	25 NO STUDY SESSION	26	27 ~ CLOSED ~ THANKSGIVING	28 ~ CLOSED ~ THANKSGIVING	30
31	BUDGET HEARING					

~ December 2025 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2 REGULAR MEETING	3	4	5	6
7	8	9 STUDY SESSION	10	11	12	13
14	15	16 REGULAR MEETING	17	18	19	20
21	22	23 NO STUDY SESSION	24 ~ CLOSED ~ CHRISTMAS	25 ~ CLOSED ~ CHRISTMAS	26	27
28	29	30 NO STUDY SESSION ~TENTATIVE~	31			





## MEMORANDUM



**TO:** Carl E. Geffken, City Administrator

**CC:** Jeff Dingman, Deputy City Administrator; Maggie Rice, Deputy City Administrator

**FROM:** Lance A. McAvoy, Director of Water Utilities

**DATE:** November 13, 2024

**SUBJECT:** Ordinance Amending Ordinance 62-24 Regarding the Forth Water Tier and Irrigation Water Rates

### SUMMARY

On November 12, 2024, Directors Rego and Morton placed on the November 19, 2024, Board of Directors' Meeting; a water rate ordinance that would remove the fourth residential water volume tier and set the irrigation rate to the same as the third tier, of \$5.26 per CCF.

If approved, the attached ordinance will replace Ordinance 62-24 that was passed on July 11, 2024. The only items that have changed are the fourth tier being removed and the irrigation rate being set to \$5.26. The remainder of the ordinance presented is the same.

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

### ATTACHMENTS

1. [Item\\_Uilities\\_Water\\_Rates.pdf](#)
2. [Ordinance - Water Rates Redline.docx](#)



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO PROVIDE FOR RATES FOR SERVICES  
OF THE DRINKING WATER SYSTEM AND SUPERSEDING  
ORDINANCES IN CONFLICT HEREWITH

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

SECTION 1: Ordinance No. 62-24 and all prior drinking water system rate ordinances are hereby repealed on the effective date of the rates established by this ordinance and replaced with the following:

Users of the drinking water system shall be and are hereby required to pay monthly drinking water user base charges and volume charges in accordance with the schedule set forth below. The user charge accrual shall commence on the date the customer makes the service connection or on the date the City's facilities are ready for use, whichever is later.

Rate Schedule  
Effective December 1, 2024

<u>Retail Base Charge</u>	<u>Per Account</u>	<u>Dollars</u>
5/8" or 3/4"	Meter	\$6.00
1"	Meter	\$12.05
1 1/4"	Meter	\$14.22
1 1/2"	Meter	\$25.64
2"	Meter	\$37.04
3"	Meter	\$111.91
4"	Meter	\$183.19
6"	Meter	\$265.32
8"	Meter	\$408.51
10"	Meter	\$542.31
<u>User Class</u>	<u>Unit</u>	<u>Dollars</u>
Retail Volume Charge		
Residential 1-3 CCF	CCF	\$2.66
Residential 4-7 CCF	CCF	\$3.86
Residential ≥8	CCF	\$5.26



Rate Schedule  
Effective December 1, 2024

<u>User Class</u>	<u>Unit</u>	<u>Dollars</u>
Retail Volume Charge		
Irrigation	CCF	\$5.26
Commercial	CCF	\$3.50
Industrial	CCF	\$3.50
<u>Wholesale Base Charge</u>	<u>Per Account</u>	<u>Dollars</u>
1 ½"	Meter	\$25.64
2"	Meter	\$37.04
3"	Meter	\$111.91
4"	Meter	\$183.19
6"	Meter	\$265.32
8"	Meter	\$408.51
10"	Meter	\$542.31
<u>User Class</u>	<u>Unit</u>	<u>Dollars</u>
<u>Wholesale Volume Charge</u>		
Contract Water Users North of the Arkansas River	CCF	\$2.52
Contract Water Users South of the Arkansas River	CCF	\$3.04

SECTION 2: The volumetric rate/charge for all direct retail users outside the corporate limits of the City of Fort Smith shall be 1.5 times the standard retail volumetric rate/charge of the applicable retail user class, as set forth in the rate schedules above.

SECTION 3: Low income residential users inside the corporate limits of the City of Fort Smith may apply for Project Concern. If the residential user meets the qualifications for Project Concern, base and volumetric rates for such user will be 0.5 times the standard base and volumetric residential rate.

SECTION 4: In addition to rates and charges established by this Ordinance, the City Administrator, through his/her authorized representative, is authorized and directed to cause the \$0.40 per active meter service per month charge mandated by Act 788 of 2019 (and any subsequent amended amount by subsequent legislation) to be collected and to cause the sum collected to be paid to the Arkansas Department of Health pursuant to Act 788 of 2019 and the subsequent legislation.



SECTION 5: This Ordinance shall not repeal the City's Water Conservation Code Codified at Section 25-136 to Section 25-143 of the Fort Smith Municipal Code.

SECTION 6: The codifier of the City's Ordinances may codify or not codify the provisions of this Ordinance at the codifier's discretion.

SECTION 7: Emergency Clause. It is hereby determined that the adoption of rates for services of the drinking water system of the City as set forth herein is essential to the proper operation and maintenance of the City's Water Utilities and Solid Waste Department. Therefore, an emergency is declared so that the provisions of this Ordinance shall be in full force and effect as of December 1, 2024.

PASSED AND APPROVED this \_\_\_\_\_ day of November 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Publish One Time



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO PROVIDE FOR RATES FOR SERVICES  
OF THE DRINKING WATER SYSTEM AND SUPERSEDING  
ORDINANCES IN CONFLICT HEREWITH

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

SECTION 1: Ordinance No. ~~68-1024-24~~ and all prior drinking water system rate ordinances  
are hereby repealed on the effective date of the rates established by this ordinance and replaced with  
the following:

Users of the drinking water system shall be and are hereby required to pay monthly  
drinking water user base charges and volume charges in accordance with the schedule  
set forth below. The user charge accrual shall commence on the date the customer  
makes the service connection or on the date the City's facilities are ready for use,  
whichever is later.

Rate Schedule  
Effective ~~August~~ December 1, 2024

<u>Retail Base Charge</u>	<u>Per Account</u>	<u>Dollars</u>
5/8" or 3/4"	Meter	\$6.00
1"	Meter	\$12.05
1 1/4"	Meter	\$14.22
1 1/2"	Meter	\$25.64
2"	Meter	\$37.04
3"	Meter	\$111.91
4"	Meter	\$183.19
6"	Meter	\$265.32
8"	Meter	\$408.51
10"	Meter	\$542.31
<u>User Class</u>	<u>Unit</u>	<u>Dollars</u>
Retail Volume Charge		
Residential 1-3 CCF	CCF	\$2.66
Residential 4-7 CCF	CCF	\$3.86
Residential <del>≥8-16 CCF</del>	CCF	\$5.26
<del>Residential ≥17 CCF</del>	<del>CCF</del>	<del>\$6.76</del>



Rate Schedule  
Effective ~~August~~ December 1, 2024

<u>User Class</u>	<u>Unit</u>	<u>Dollars</u>
Retail Volume Charge		
Irrigation	CCF	<del>\$6.765</del> .26
Commercial	CCF	\$3.50
Industrial	CCF	\$3.50
<u>Wholesale Base Charge</u>	<u>Per Account</u>	<u>Dollars</u>
1 ½"	Meter	\$25.64
2"	Meter	\$37.04
3"	Meter	\$111.91
4"	Meter	\$183.19
6"	Meter	\$265.32
8"	Meter	\$408.51
10"	Meter	\$542.31
<u>User Class</u>	<u>Unit</u>	<u>Dollars</u>
<u>Wholesale Volume Charge</u>		
Contract Water Users North of the Arkansas River	CCF	\$2.52
Contract Water Users South of the Arkansas River	CCF	\$3.04

SECTION 2: The volumetric rate/charge for all direct retail users outside the corporate limits of the City of Fort Smith shall be 1.5 times the standard retail volumetric rate/charge of the applicable retail user class, as set forth in the rate schedules above.

SECTION 3: Low income residential users inside the corporate limits of the City of Fort Smith may apply for Project Concern. If the residential user meets the qualifications for Project Concern, base and volumetric rates for such user will be 0.5 times the standard base and volumetric residential rate.

SECTION 4: In addition to rates and charges established by this Ordinance, the City Administrator, through his/her authorized representative, is authorized and directed to cause the \$0.40 per active meter service per month charge mandated by Act 788 of 2019 (and any subsequent amended amount by subsequent legislation) to be collected and to cause the sum collected to be paid to the Arkansas Department of Health pursuant to Act 788 of 2019 and the subsequent legislation.



SECTION 5: This Ordinance shall not repeal the City's Water Conservation Code Codified at Section 25-136 to Section 25-143 of the Fort Smith Municipal Code.

SECTION 6: The codifier of the City's Ordinances may codify or not codify the provisions of this Ordinance at the codifier's discretion.

SECTION 7: Emergency Clause. It is hereby determined that the adoption of rates for services of the drinking water system of the City as set forth herein is essential to the proper operation and maintenance of the City's Water Utilities and Solid Waste Department. Therefore, an emergency is declared so that the provisions of this Ordinance shall be in full force and effect as of ~~August~~ December 1, 2024.

PASSED AND APPROVED this \_\_\_\_ day of ~~July~~ November 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Publish One Time





## MEMORANDUM



**TO:** Carl E. Geffken, City Administrator

**CC:** Jeff Dingman, Deputy City Administrator and Maggie Rice, Deputy City Administrator

**FROM:** Michael Mings, Mobility Coordinator

**DATE:** November 13, 2024

**SUBJECT:** Move Fort Smith Active Transportation Master Plan

### SUMMARY

The Move Fort Smith Active Transportation Master Plan is a transportation planning document that was developed to serve as a roadmap to assist the City of Fort Smith in creating safe, comfortable, and connected active transportation infrastructure. The Move Fort Smith plan also provides recommendations for educational and safety programming, potential funding sources, and optional bike and pedestrian-friendly policies that the City of Fort Smith can choose to implement in the future.

The Move Fort Smith plan is the result of extensive public engagement, guidance from a diverse project steering committee, in-depth data analysis, and a thorough review of existing conditions and previous planning efforts. The Move Fort Smith Plan was developed in collaboration with the City of Fort Smith, the Frontier Metropolitan Planning Organization, Laneshift, Mickle Griffin Engineering, and the Trailblazers advocacy group. The Move Fort Smith plan and appendices have been revised since the plan was first introduced to the Board of Directors at the August 13, 2024 study session. A list of the revisions that were incorporated into the current version of the Move Fort Smith Active Transportation Master Plan is attached to this memo.

Adopting the Move Fort Smith plan by resolution will establish it as a policy document. This means the City of Fort Smith will not be legally obligated to implement any specific projects or policies outlined within. Instead, the plan is designed as a flexible guide to help city leaders make well-informed decisions, adapt to evolving community needs over time, and pursue strategic improvements based on available resources and opportunities.

The recent string of pedestrian and bicyclist incidents in Fort Smith—including the tragic fatality of a 13-year-old on Kelley Highway, the fatality of a 68-year-old man biking on Roberts



Boulevard, a child struck near Morrison Elementary, and a hit-and-run that left a 69-year-old woman hospitalized—emphasizes the urgent need for enhanced pedestrian and bicyclist safety measures across the city. The development of both the Safe Fort Smith and the Move Fort Smith plans are timely; when used together, the plans complement one another by informing city leaders and staff on how to best implement a holistic approach to improving transportation safety in Fort Smith.

By identifying and designating key pedestrian and bicycle routes for improvements to neighborhood connectivity and walkability, including access to service areas, the Move Fort Smith Plan addresses Goal TI-1.6.1 of the Future Fort Smith Comprehensive Plan. Further, the plan is one more way for the City of Fort Smith to live out its motto as “Arkansas’s Trailblazing City”. The success of this plan will depend on the collective effort and dedication of the entire community, including the ongoing support of the Board of Directors and all city departments. Working together, we can see active transportation become a safe, healthy, affordable, and efficient option for all Fort Smith residents.

**Due to the size of the originally proposed *Move Fort Smith Active Transportation Master Plan* and inclusion of a revised plan provided as a companion item on this agenda, the originally proposed plan presented at the August 20, 2024 regular meeting (Agenda Item No. 10E) is available via the following link:**

**[Agenda Board Packet - August 20, 2024](#)**



## ORDINANCE NO. \_\_\_\_\_

**ORDINANCE REPEALING THE TRAILS AND GREENWAYS MASTER PLAN  
AND ADOPTING THE  
MOVE FORT SMITH ACTIVE TRANSPORTATION MASTER PLAN**

---

**WHEREAS**, the City of Fort Smith recognizes the importance of promoting a safe, accessible, and connected transportation network for all residents, including pedestrians, bicyclists, and users of public transit; and

**WHEREAS**, the Move Fort Smith Active Transportation Plan has been developed through comprehensive public engagement, collaboration with local stakeholders, and analysis of current transportation conditions and needs within the city; and

**WHEREAS**, the Plan aligns with the City's Vision Zero goals, with the objective of reducing traffic-related fatalities and serious injuries by improving the safety and accessibility of Fort Smith's transportation infrastructure; and

**WHEREAS**, the Plan identifies key corridors as priorities for infrastructure improvements that promote equitable access to jobs, education, recreation, and essential services for all residents, especially those in historically underserved communities; and

**WHEREAS**, the Plan supports the creation of a more sustainable, livable, and healthy community by encouraging active transportation options that reduce vehicle dependency, lower transportation costs for residents, and promote public health through increased physical activity; and

**WHEREAS**, the Move Fort Smith Plan seeks to leverage federal and state funding opportunities to enhance and expand active transportation infrastructure;

**WHEREAS**, the Move Fort Smith Plan has received broad community support and is consistent with the city's long-term vision for a transportation system that is inclusive and accessible to residents and visitors of all ages and abilities; and,

**WHEREAS**, three (3) copies of the Move Fort Smith Active Transportation Plan have been on file in the Office of the City Clerk of the City of Fort Smith for inspection and review by the public prior to the passage of this Ordinance.

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

**Section 1.** The Trails and Greenways Master Plan, approved by Ordinance No. 67-04 and amended by Ordinances No. 68-09, 14-16, and 6-20, is hereby repealed.

**Section 2.** The Move Fort Smith Active Transportation Master Plan (2024) attached hereto is hereby adopted.



**Section 3:** The codified of the Municipal Code shall codify a reference to the adopted Move Fort Smith Active Transportation Master Plan (2024) but shall not codify the text of the Move Fort Smith Active Transportation Master Plan (2024) except as directed by the City Clerk.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

*Approved as to Form:*



\_\_\_\_\_*NPR*



RESOLUTION NO. \_\_\_\_\_

RESOLUTION ADOPTING THE MOVE FORT SMITH ACTIVE  
TRANSPORTATION MASTER PLAN

---

WHEREAS, in the interest of promoting health, wellness, safety, affordability, access, efficiency and mobility among the citizens of the City of Fort Smith, the city developed the Move Fort Smith Active Transportation Master Plan; and

WHEREAS, the Move Fort Smith Active Transportation Master Plan was developed through extensive public engagement, guidance from a diverse project steering committee, in-depth data analysis, collaboration with industry professionals and a thorough review of existing conditions and previous planning efforts related to transportation safety and infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT the Move Fort Smith Active Transportation Master Plan, incorporated herein by reference, is hereby adopted and approved.

Adopted and approved this \_\_\_\_\_ day of November, 2024.

APPROVED

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney



To Whom It May Concern:

The Move Fort Smith Active Transportation Master Plan represents our collective effort to enhance active transportation infrastructure, improve safety, and ensure access to recreational opportunities for all residents. Following the presentations of the Move Fort Smith plan at the August 13th Study Session and the August 20th Regular Meeting, we have received valuable feedback from the public, the Board of Directors, and City staff. We greatly appreciate this input and have taken careful steps to incorporate it, striving to build consensus and strengthen the plan for our community.

Revisions made to the Move Fort Smith Active Transportation Master Plan include:

1. **Added a Glossary of Terms** to improve accessibility and understanding of key concepts.
2. **Refined the Executive Summary**, including the "How to Use the Move Fort Smith Plan" section, to provide clearer guidance.
3. **Updated the "Project Purpose and Principles"** section on page 1 for improved clarity and alignment with our goals.
4. **Condensed and refined the narrative on Population Density** (page 11) to ensure concise and relevant content.
5. **Incorporated edits from City staff** on pages 13-15.
6. **Revised a proposed trail connection** based on feedback from a resident.
7. **Incorporated additional staff-recommended edits** on page 91.
8. **Removed an appendix section** formerly known as "Appendix D" in the earlier version of Move Fort Smith.

These revisions are a testament to our commitment to listening to our community and ensuring the plan reflects the needs of Fort Smith residents. We invite everyone to review the updated plan and continue sharing their perspectives as we work toward a safer, more connected, and vibrant community.

If you have any questions or additional feedback, please contact Michael Mings at [michael.mings@fortsmithar.gov](mailto:michael.mings@fortsmithar.gov).

Sincerely,

Michael Mings  
Mobility Coordinator  
The City of Fort Smith  
51 South 6 Street, Suite C  
Fort Smith, AR 72901  
(479) 459-7313





# WALK BIKE ROLL RUN

**MOVE**   
**FORT SMITH**

City of Fort Smith  
Active Transportation Master Plan  
November 2024



# Acknowledgments

## Frontier Metropolitan Planning Organization

Reese Brewer, Director  
Ashlie Ross, Transportation Planner

## City of Fort Smith

George McGill, Mayor  
Carl Geffken, City Administrator  
Jeff Dingman, Deputy City Administrator  
Michael Mings, Mobility Coordinator

## City of Fort Smith Board of Directors

Jarred Rego, Position 1/Ward 1/Vice Mayor  
André Good, Position 2/Ward 2  
Lavon Morton, Position 3/Ward 3  
George Catsavis, Position 4/ Ward 4  
Christina Catsavis, Position 5/ At-Large  
Kevin Settle, Position 6/ At-Large  
Neal Martin, Position 7/At-Large

## Project Steering Committee

Anne Thomas, University of Arkansas Fort Smith  
Brooke Jackson, ArcBest  
Cristina Olson, Fort Smith Glass Pickup  
Deano Traywick, City of Fort Smith  
Keley Simpson, First Presbyterian Church  
Sam Hanna, Hanna Oil & Gas Co  
Talia Richardson, 64.6 Downtown  
Weston Jones, Grand Avenue Baptist Church  
Zena Featherston, Fort Smith Public Schools

Prepared by:



**LANESHIFT**

**TRAILBLAZERS**



**MICKLE  
GRIFFIN**



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# Executive Summary



Active transportation—walking, cycling, and other human-powered modes—plays a pivotal role in shaping the character and vibrancy of cities by promoting physical and social well-being, reducing traffic congestion, and enhancing economic development efforts. The Move Fort Smith Plan is a collaborative effort between community stakeholders, city officials, urban planners, and residents. It is a roadmap towards a more accessible and livable Fort Smith one where streets are safe and inviting for people of all ages and abilities to walk, bike, roll, and run. This plan includes comprehensive strategies to enhance Fort Smith’s pedestrian and bicycling infrastructure and promote active transportation as a viable mode of travel in concert with all other modes of transportation. From expanding multi-use trails to implementing protected bike lanes and pedestrian-friendly streetscapes, the Move Fort Smith Plan seeks to provide additional transportation options for residents and visitors alike. The Move Fort Smith Plan is more than just a set of recommendations. It’s a commitment to building a healthier, more connected Fort Smith for generations to come. It’s about fostering a culture of movement and inclusivity whereby increasing options, everyone who chooses can enjoy the benefits of active living. The success of this plan depends on the collective effort and dedication of the entire community. Together, we can create a city where walking and biking are not just ways to get around but are integral features of a vibrant and active way of life.



**How to use the Move Fort Smith Plan:** This plan was developed to serve as a roadmap to assist the city and community stakeholders in creating safe, comfortable, and connected active transportation infrastructure and fostering a welcoming, encouraging, and inclusive culture for active transportation users. Creating active transportation infrastructure, such as bike lanes, sidewalks, and trails provides safer, more accessible alternatives for those who wish to walk or bike. The Move Fort Smith Plan does not discourage the use of personal vehicles or seek to restrict access to cars; the plan recognizes that in Fort Smith, cars are and will continue to be a primary mode of transportation for many residents. The plan includes recommendations for proposed network additions/improvements, programs to enhance the culture of biking and walking, and guidelines to inform the project design process. The recommendations in this plan are not intended to be rules. Rather, they are to serve as tools to guide the city's efforts.

The planning process employed a multi-faceted approach to developing these recommendations, including the following aspects.

### **A. Public engagement**

- Online survey with over 900 respondents
- Six community input sessions
- Three pop-up community events
- Project steering committee made up of residents representing diverse institutions and companies
- Informal meetings with individual residents
- Six focus group meetings





## **B. Data analysis**

- Socio-economic data (median household income, equity need, diversity index)
- Non-motorist crash data (utilizing Arkansas Crash Analytics Tool)
- Average Annual Daily Traffic (AADT) counts for the City of Fort Smith

## **C. Previous planning documents review**

- Review of state, regional, and local plans

## **D. Existing conditions review**

- In-field review

## **E. Proposed network mapping and prioritization**

- In-field review
- Development and visualization of proposed routes
- Prioritization of proposed projects is based on factors such as school-aged children living in poverty, access to parks and open space, project readiness, and proximity to schools, employment centers, and transit stops

## **F. Engagement with city staff and various departments**

- Meeting with department heads
- Streets & Engineering Department meetings
- Presentation to the Parks Commission
- Plan updates provided at the MPO Technical Committee meetings

This plan and associated documents are intended to be a living document that can and should be updated over many years as the city continues to grow and thrive.



Photo Courtesy of 64.6 Downtown





01

## Project Overview



# Project Purpose and Principles

## Project Purpose

Prioritize active transportation to empower people of all ages and abilities with the choice and opportunity to move freely and safely throughout our community.

## Guiding Principles

These guiding principles were developed in collaboration with the project steering committee and helped to focus and prioritize the planning process.



### SAFETY

The focus of the proposed active transportation network is to create a system designed for users of all ages and abilities. Increasing the real and felt safety of users helps to promote and expand usage of the network.



### INCLUSIVE DESIGN

The active transportation network will be designed to facilitate usage by a wide range of users of all ages and abilities with a particular focus on the most vulnerable.



### EQUITABLE CONNECTIVITY

Connecting residents to essential city destinations is key to increasing equity in the network. Safe and comfortable access to schools, neighborhoods, medical facilities, and parks helps reduce transportation-related stress and promotes an active, healthy lifestyle.



### COMMUNITY

Communities that embrace activity and movement are stronger, more resilient, and have higher reported levels of quality of life. The network is developed with a focus on creating physical connections that will help build and improve the community.



### PEOPLE-FIRST DESIGN

The Move Fort Smith Plan seeks to prioritize the safety of the city's most vulnerable road users, those who walk, bike, roll, and run. The plan focuses on developing infrastructure that can move people safely and efficiently, whether for transportation or recreation.





# Project Schedule



- Biweekly Progress Meetings
- Steering Committee Meeting #1
- NWA Study Tours (2) - Workshops focused on learning from the successes that have occurred in Northwest Arkansas
- Focus Group Meetings (6)



- Biweekly Progress Meetings
- Active Transportation Training Session
- Steering Committee Meeting #2
- Public Input Sessions #1 - 4
- Online Community Survey
- Project Website Launch
- Review of Existing Plans and Previous Planning Work
- Network Inventory and Mapping

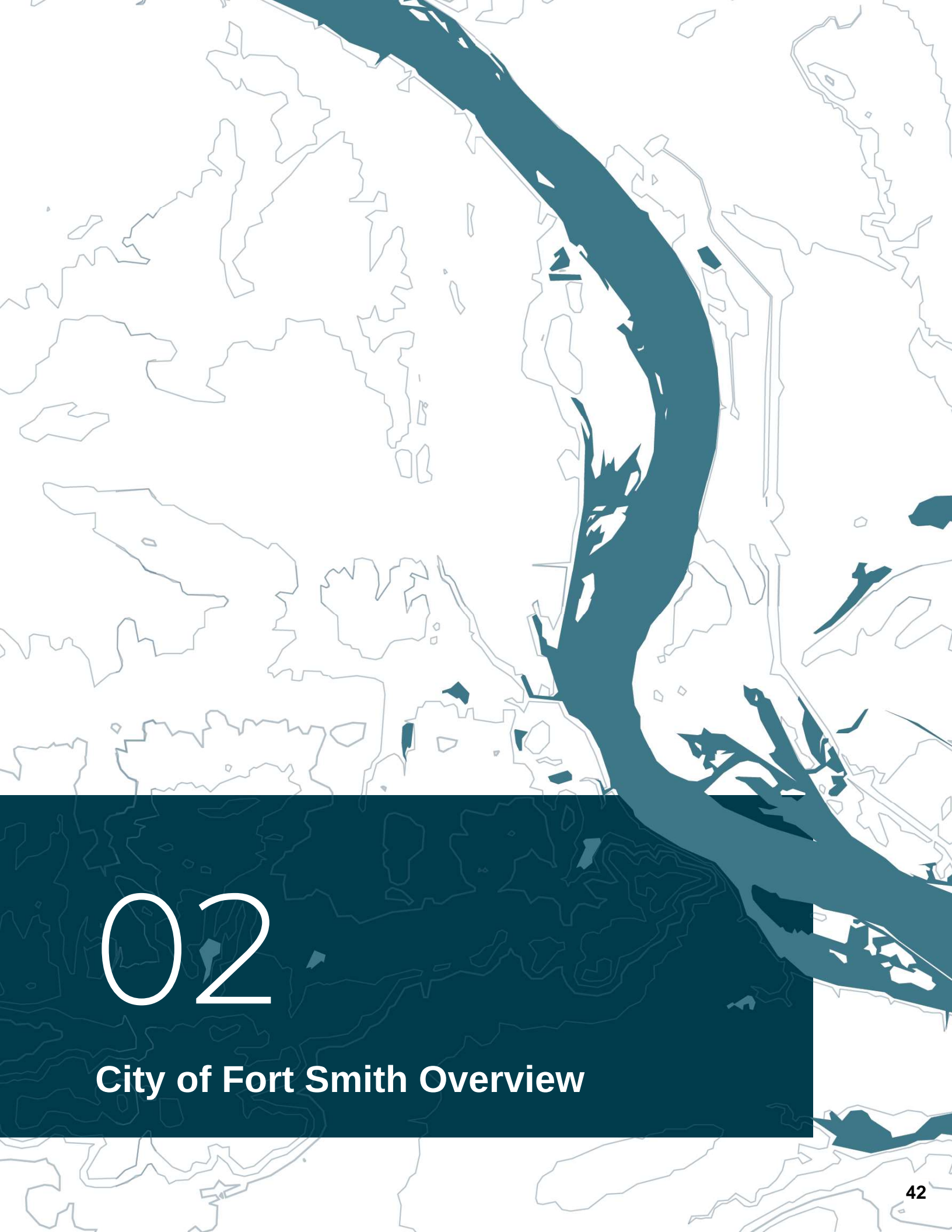


- Biweekly Progress Meetings
- Steering Committee Meeting #3
- Design Guidelines
- Equity Framework
- Network Inventory and Mapping



- Biweekly Progress Meetings
- Steering Committee Meeting #4
- Public Input Sessions #5 & #6
- Public Outreach at Community Events
- Network Inventory and Mapping
- Policies and Programs - Recommendations and Prioritization
- Bicycle and Pedestrian Network - Recommendations, Prioritization and Phasing, and Catalytic Projects





02

## City of Fort Smith Overview





**Fort Smith, AR**  
**Population: 89,992**

*2022 Census Bureau Data*

## **Project Location:** City of Fort Smith, Arkansas

Established in 1817 as a military post on the Arkansas-Oklahoma border and the shores of the Arkansas River, the City of Fort Smith is now the third-largest city in Arkansas. Over 11,000 companies choose to do business in Fort Smith, and many are headquartered in the city, such as OK Foods (Bachoco USA) and ArcBest. Fort Smith enables citizens and visitors to glimpse into the United States' Western heritage with its many museums, including the United States Marshals Museum and the Fort Smith National Historic Site. Several exceptional education institutions, such as the University of Arkansas at Fort Smith and Arkansas Colleges of Health Education, are located in the city. The city is also home to more than 20 recreational parks that enable citizens to enjoy the beautiful outdoors.



# Fort Smith Today (2024)



**Strong institutions and a thriving business community:** Fort Smith has many world-class institutions and companies dedicated to improving the local community, state, and nation. From the University of Arkansas at Fort Smith to ArcBest, OK Foods (Bachoco, USA), Mercy, Baptist Health, Rheem, ARCOM, Arkansas College of Osteopathic Medicine/Arkansas College of Health Education, and the Fort Chaffee Redevelopment Authority, these institutions are committed to positively impacting the Fort Smith community.

**Impactful programming:** Fort Smith continues to focus efforts to improve the lives and health of its residents through active transportation. A few notable investments and programs:

- The city hired a full-time **mobility director** in 2022 who, alongside the community, implements programs to improve active transportation culture and infrastructure.
- The **All Kids Bike** program has been launched in several local schools, helping to equip elementary-aged children with the skills and confidence to safely and confidently ride a bike.
- The grassroots **Bikes at the Bakery** event focuses on bringing together the city's biking community and individuals new to biking to connect and ride.
- The **National Interscholastic Cycling Association (NICA)** program provides a fun and inclusive environment where students can join a team and compete in mountain bike races.
- The city has invested in a bike share program called **Ride 4 Smilies**, strategically placing bikes throughout the city. This program includes geared cruiser bikes as well as electric assist bikes.

These initiatives are helping to offer connection and strengthen the active transportation culture.







### Investments in active transportation

**infrastructure:** Fort Smith has planned, funded, and constructed numerous active transportation projects, including on-street mixed traffic routes, signed bike routes, and shared-use paved paths.

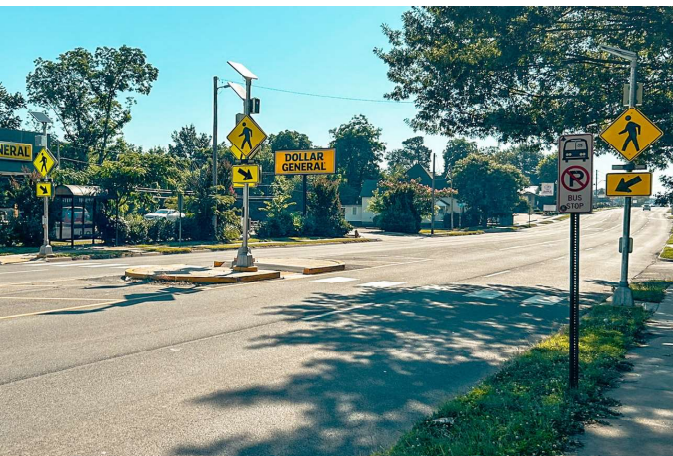
- The **Riverfront Trail** helps connect residents and visitors to downtown and the United States Marshalls Museum and allows users to ride in nature alongside the Arkansas River.
- In the Chaffee Crossing area, the **Fort Chaffee Redevelopment Authority (FCRA)** has developed a collaborative funding partnership, which has helped the city realize miles of high-quality, shared-use paved paths.
- The **Parks Department** has prioritized funding of essential projects such as the **Maybranch Trail** which, upon completion, will provide a key active transportation spine through the heart of the city. Additionally, the Parks Department maintains an array of essential walking trails within its park system, providing residents with opportunities to stay active and healthy.
- The **Blue Lion Bikeway** created a connection between downtown Fort Smith and the University of Arkansas Fort Smith (UAFS).

### An engaged and growing community of bike

**riders:** The Friends of Recreational Trails (FORT) group is an organized local group that supports biking-related initiatives and coordinates various rides and events.





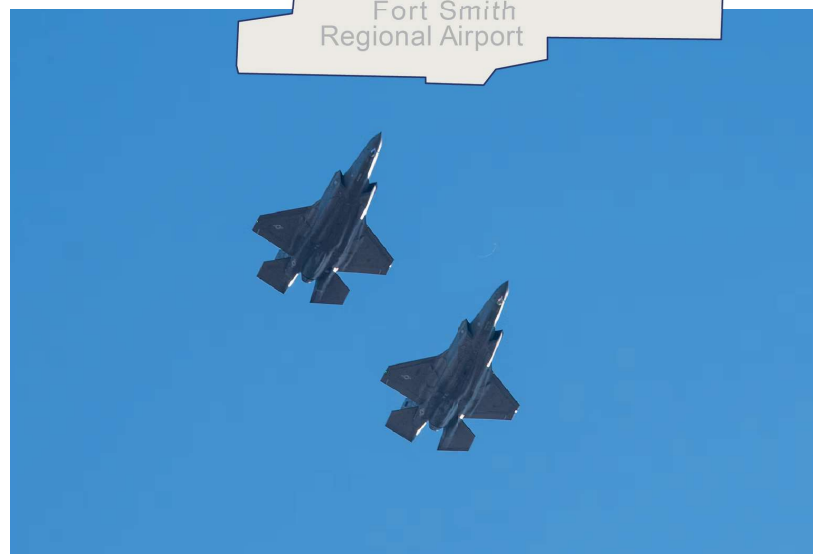


### 188th Air National Guard Base - F35 Training Center:

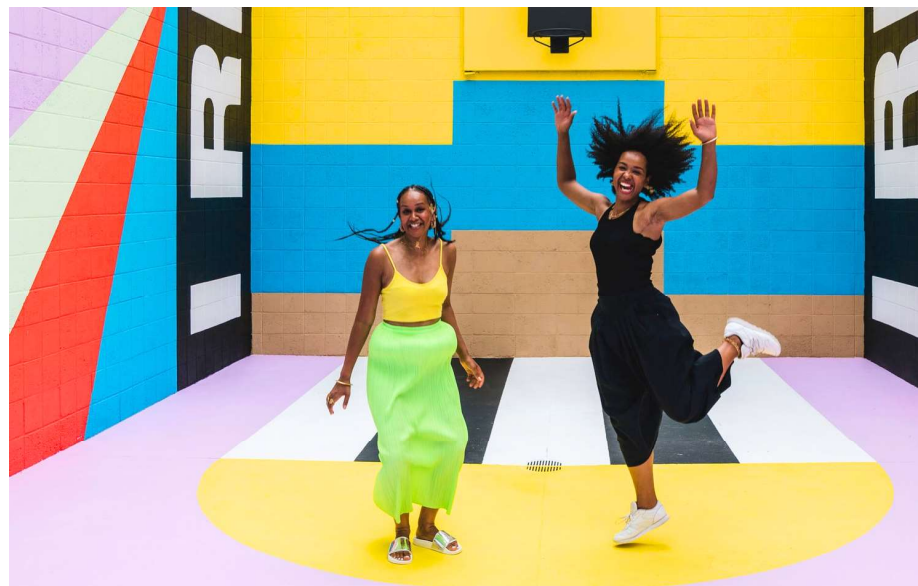
The 188th Air National Guard Base, also home to the Fort Smith Regional Airport, was recently selected by the United States Air Force to be the home of a new pilot training center for the F35. The training center will bring pilots from around the world to Fort Smith to train and hone their skills on the F35. The selection and location in Fort Smith is expected to have a significant economic impact on the city, region, and state.

**Investments to improve the safety of vulnerable road users (VRU):** In recent years, the City of Fort Smith has implemented projects and policies to increase the safety of all road users, especially for VRUs.

- **Safe Fort Smith Comprehensive Safety Action Plan (2023-2024):** In 2023, the city received a grant to develop an action plan to improve safety for all road users. This planning process has included extensive public engagement and is nearing completion at the time of writing.
- **Active Transportation Plan (2023-2024):** This planning process is a testament to the city's commitment to developing safe, comfortable, and connected infrastructure and a welcoming, inclusive, and encouraging culture for active transportation users.
- **Installation of pedestrian crossings:** In 2022, the city took action to improve safety along a key corridor by implementing safety countermeasures along Grand Avenue, including rectangular rapid flashing beacons (RRFB) and pedestrian refuge/median islands.



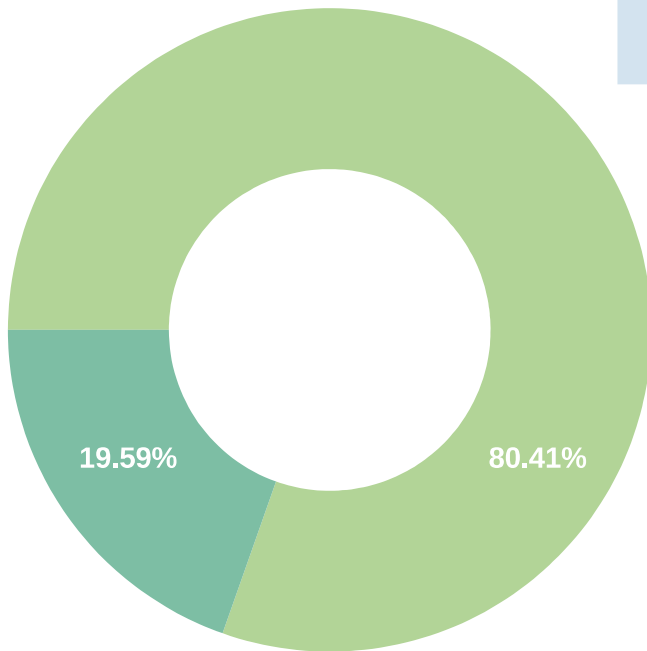






# Demographics

**Ethnicity in Fort Smith, AR**  
*2020 Census Data*

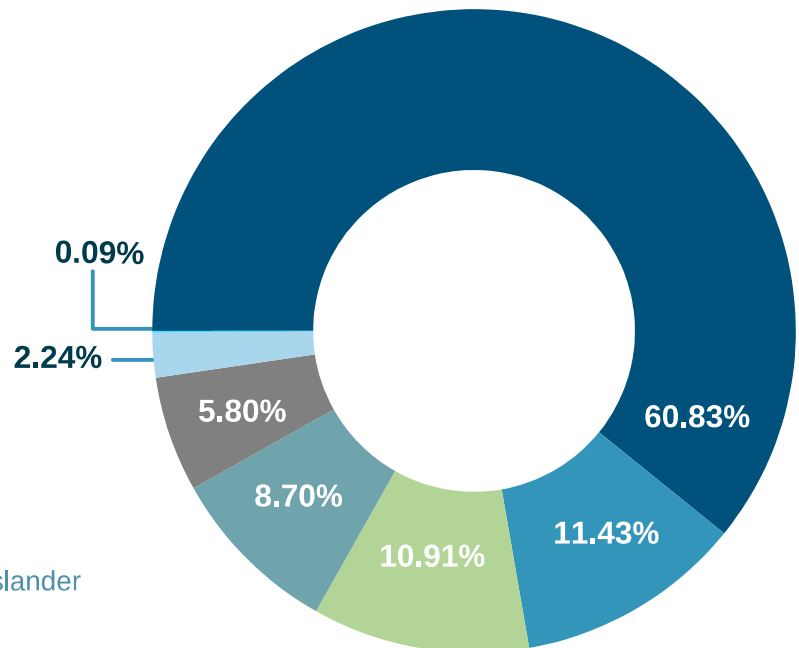


- Not Hispanic or Latino
- Hispanic or Latino

According to the 2020 Census, **19.59%** of the total population in Fort Smith identifies as Hispanic or Latino versus the Arkansas State average of **8.52%**.

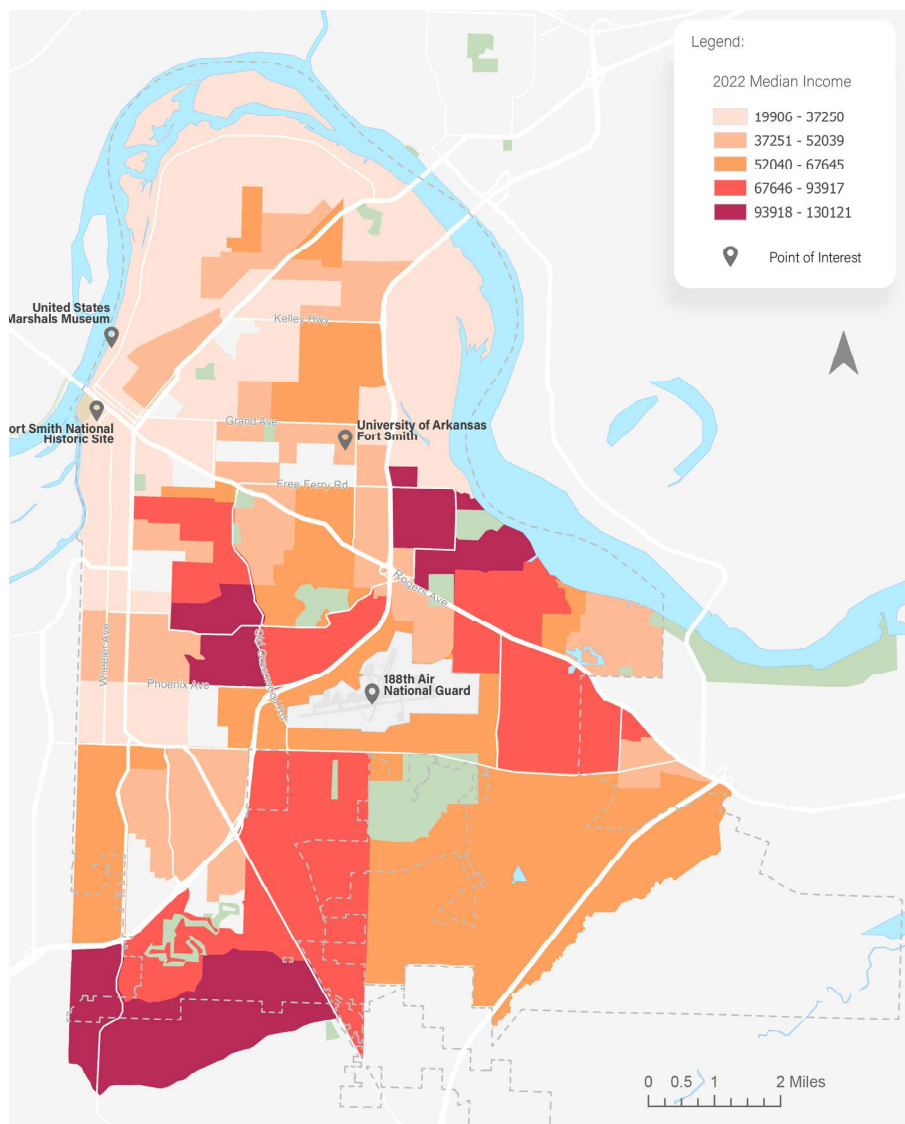
**Race in Fort Smith, AR**  
*2020 Census Data*

- White
- Two or More Races
- Other Race
- Black or African American
- Asian
- American Indian & Alaska Native
- Native Hawaiian & Other Pacific Islander





# Median Household Income (2022)



The Census Bureau defines poverty as an individual with an annual income at or below \$15,852 or a family of four with an annual income at or below \$31,428.

- 19.83% of Fort Smith residents live below the federal poverty level, higher than the state average of 16.8%.
- Higher-income levels tend to be concentrated south of Grand Avenue.

***Fort Smith has five census tracts with poverty levels in excess of 30% (1, 4, 5.01, 8, and 12.02).***

***One of these tracts has a poverty level of 43.3% (1).***

\$47,669

Fort Smith Median Household Income

Arkansas Median Household Income

\$55,432

19.83%

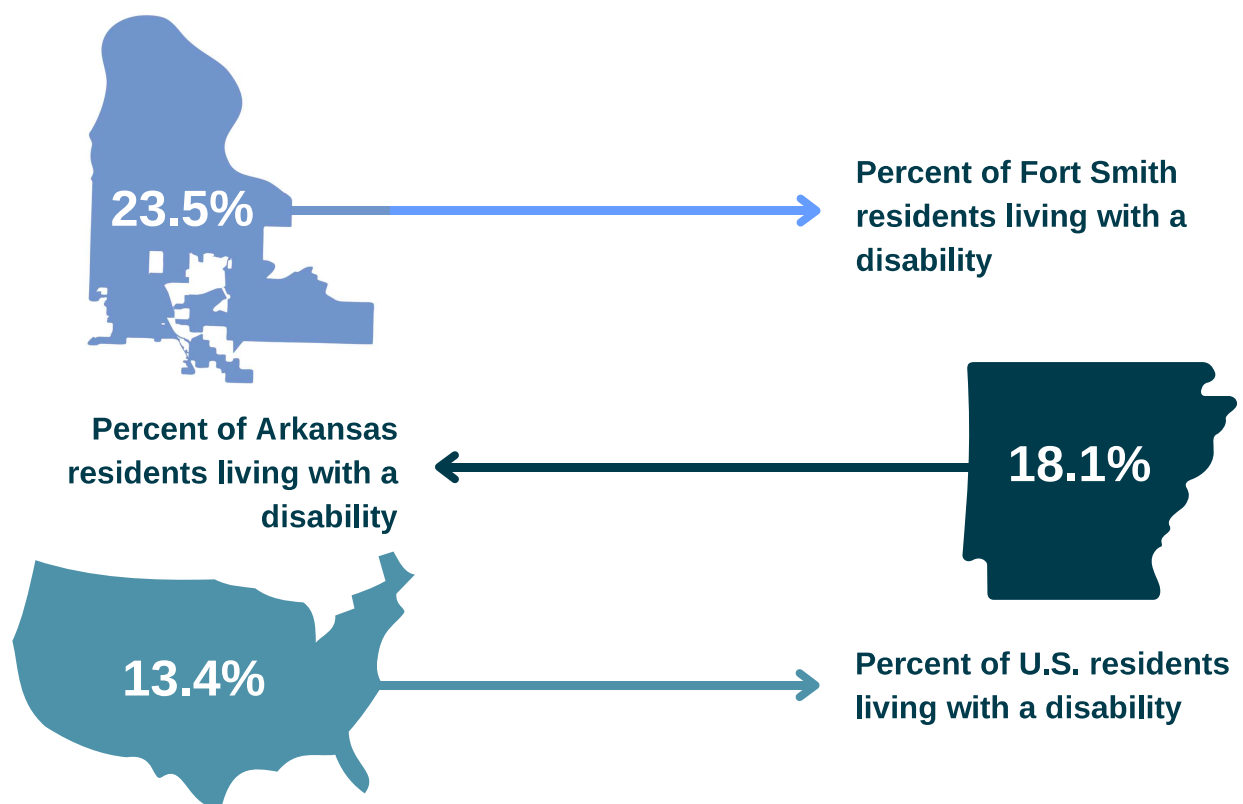
Percent of Fort Smith Residents Living in Poverty

Percent of Arkansas Residents Living in Poverty

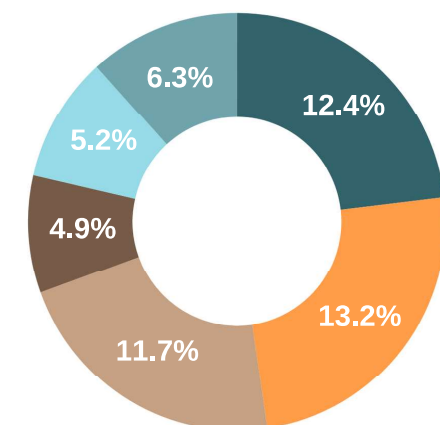
16.8%

2022 American Community Survey 1-Year Estimates





#### Types of Disabilities for all Residents Living with Disabilities in Fort Smith

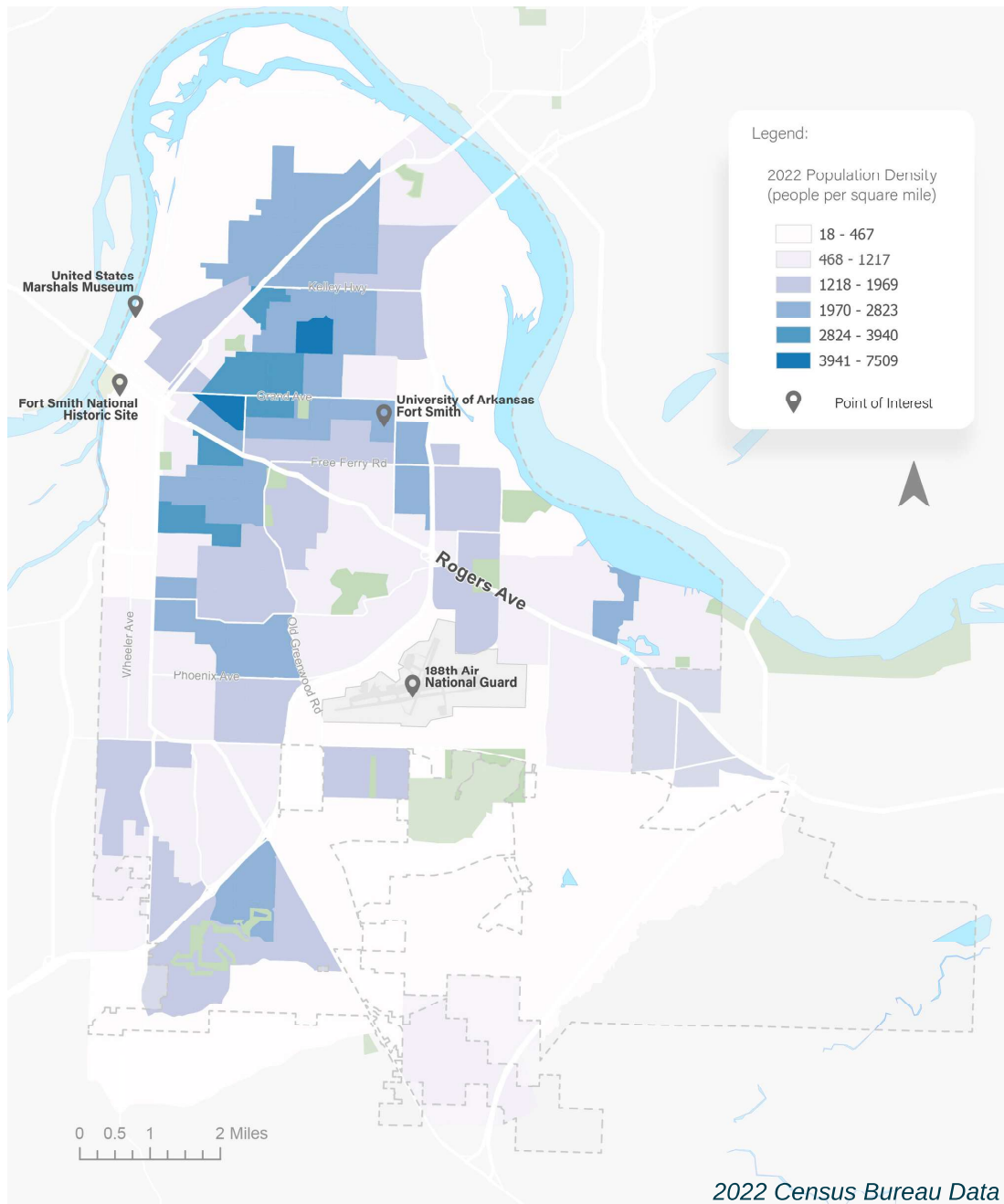


According to the 2022 American Community Survey data (1-year estimates), approximately 23.5% of the residents of Fort Smith are living with some sort of disability. People living with disabilities have unique needs and challenges in navigating the city. Residents living with disabilities in Fort Smith are nearly twice the percentage of U.S. citizens living with disabilities. The types of disabilities Fort Smith residents are living with are shown in the chart. **Fort Smith has seven census tracts with disability rates at 25% or higher (2,4,6,7,8,10.1,12.02). Two of these census tracts exceed 30% disability rates (2,8).**

2022 American Community Survey 1-Year Estimates



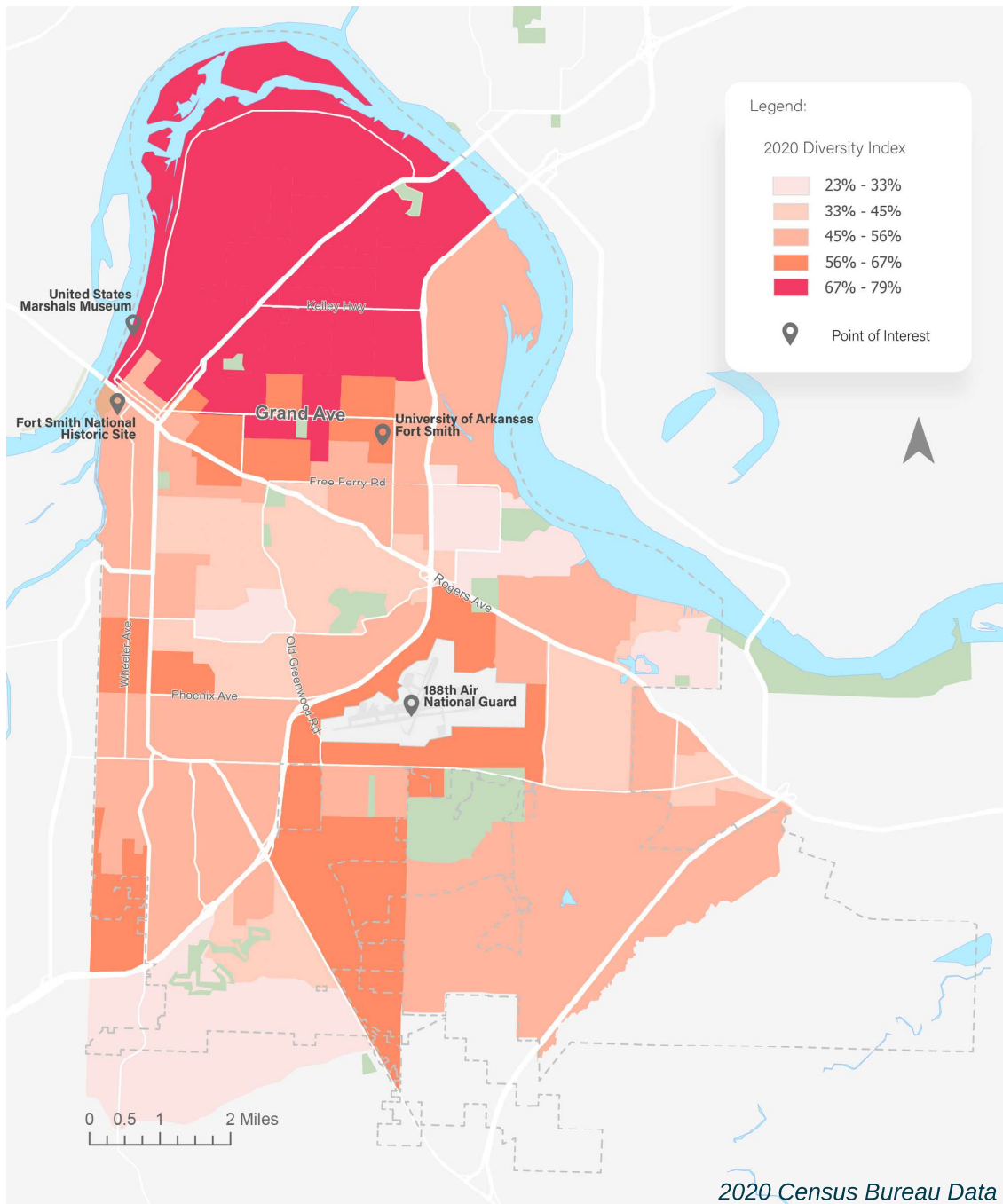
# Population Density (2022)



The areas with the highest population density in Fort Smith are north of Rogers Avenue in the historic neighborhoods. Creating safe and comfortable connections between dense areas in the city allows the largest number of citizens the ability to use active modes of transportation to access essential services and amenities.



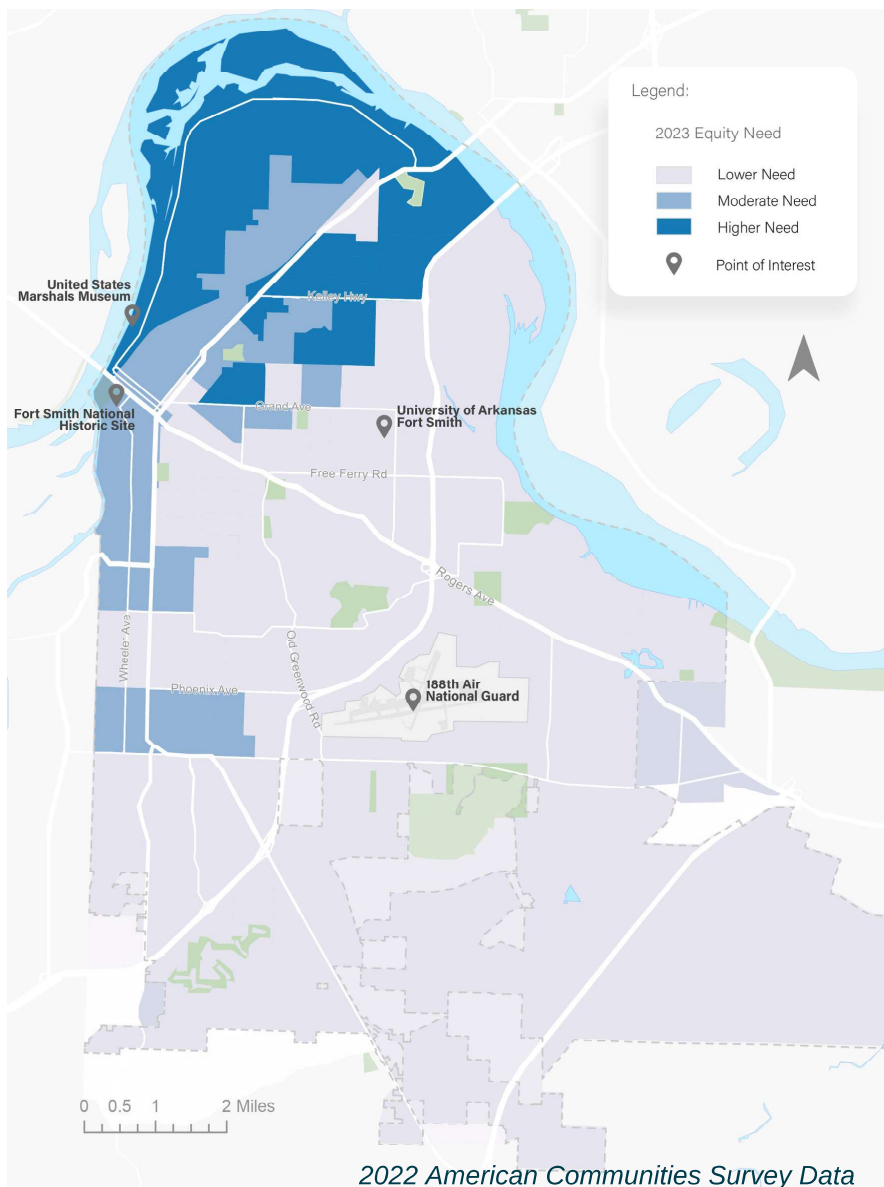
# Diversity Index (2020)



The diversity index map indicates the percent chance that two randomly chosen individuals from a population would be from different racial groups: Black or African American, Native American, White, Asian, Native Hawaiian, and Other. The diversity index of the State of Arkansas in 2020 was 49.8%, according to the United States Census Bureau. The City of Fort Smith has higher concentrations of diversity than the state average, particularly in the northern portion of the city. For the block groups north of Grand Avenue, the average diversity index as of 2020 was 73%.



# Community Needs & Active Transportation



Demographic data at the block group scale was obtained from the five-year 2022 American Communities Survey (ACS) by the U.S. Census Bureau (USCB). The block group scale was chosen so that poverty data could be accounted for. Select socioeconomic characteristics evaluated in the index included poverty rate, percentage of ethnic minorities, and the proportion of active transportation infrastructure (ATI) to motor vehicle infrastructure. ATI included paved trails and bike lanes delineated using aerial imagery after a review of the open street map and the City of Fort Smith Parks & Recreation website. From this review, no bike lanes were found to currently exist. Higher index values correspond to higher rates of poverty, higher proportions of minority residents, and/or lower ratios of ATI to roads. Index values were classified based on natural breaks (using the Jenks method) and are described as “Lower Need”, “Moderate Need”, and “Higher Need”.

The older historic neighborhoods in the northwest area of Fort Smith are identified as requiring higher needs for connectivity. The city’s recent sidewalk improvement projects, which include North O Street and Spradling Avenue, are a great accomplishment in this area. However, dedicated bicycle facilities are absent in these neighborhoods, which contrasts with the growing ATI network in Chaffee Crossing. While the 6-mile-long Greg Smith River Trail is located in northern Fort Smith, it connects very few residences and amenities and primarily provides opportunities for recreation rather than transportation. The proposed ATI has mainly leveraged the grid-based plat of historic Fort Smith by proposing on-street bicycle facilities, alleyway improvements, and several shared-use paved trail connections.



# The Role of Active Transportation in Addressing Community Needs



## Income

The income level of an individual and/or a family strongly correlates to the number of available transportation options. Given the estimated annual cost of car ownership, which is \$12,000, many families depend on public transportation and forms of active transportation to travel to work and school, access amenities, and maintain their quality of life. Fort Smith residents with higher incomes likely have more transportation choices available to complete these same tasks. By developing active transportation choices that are safe and connected to essential destinations, Fort Smith can improve its transportation system and help many lower-income individuals and families connect to the community in new ways.



## People Living with Disabilities

The rate of Fort Smith residents living with disabilities is nearly twice the national average (23.5% in Fort Smith and 13.3% nationally). The difficulties people living with disabilities face can be visual, auditory, ambulatory, and cognitive. Some of these difficulties create a barrier to driving a vehicle, therefore limiting their options to access essential services, destinations, and amenities. Given this statistic, it is imperative that additional emphasis be placed on creating safe, comfortable, and connected active transportation options.



## Historically Marginalized Communities

Fort Smith has a diverse population representing various nationalities, ethnicities, and races. Diversity is one of the special aspects of Fort Smith, it strengthens the community and helps make it unique and distinct. While this diversity strengthens Fort Smith's culture, many minority residents lag behind in economic indicators such as median household income, poverty rate, and critical health markers. Many residents depend on public transportation and forms of active transportation to access places of employment, medical facilities, amenities, and destinations.



# Addressing Community Needs

## Infrastructure

Developing safe, comfortable, and connected infrastructure is essential to improving the lives of individuals and families with limited transportation options. The Move Fort Smith Plan prioritizes two factors when developing recommendations for infrastructure—school walkability zones and school-aged children living in poverty. These factors were weighted highest in the prioritization process. The school walkability factor considered the number of schools and their proximity to the proposed active transportation infrastructure. The goal was to help alleviate many families' concerns in getting children to and from school. Additionally, the number of school-aged children living in poverty by census tract was weighted highly as lower-income families have fewer transportation options available. Three focus areas were identified that provide additional insight into neighborhoods of higher need. These focus areas are as follows:

- Tilles Elementary/Darby Middle School Neighborhood
- Albert Pike and Armour Neighborhood
- Midland and Division East Neighborhood

## Outreach and Education

Move Fort Smith recommends holding regular community engagement sessions during the planning and design phases of new infrastructure projects to gather input from diverse populations and underrepresented groups.

It is also recommended that the city develop and deliver educational programs focused on the benefits of active transportation and how to use the active transportation infrastructure safely through educational materials and workshops in various languages. Facilitating outreach and educational programs in identified focus areas can help equip and empower more residents with information and resources to utilize the active transportation network as it is built out.

## Focused Programming

Move Fort Smith recommends the development and launch of city-wide safety campaigns focused on sharing the road, respecting pedestrians and cyclists, and promoting the use of helmets and reflective gear.

Move Fort Smith recommends the development of a process for continuous feedback and adjustment of the plan based on community input and changing needs. It will be critical to ensure the plan remains flexible and responsive, adapting strategies to achieve better outcomes over time.



# Active Transportation in Fort Smith Today



## Walking

Fort Smith has a vast number of existing sidewalks within commercial and residential areas. These existing sidewalks allow users who choose to stay within their neighborhood or the dense downtown area the ability to walk without encountering significant connectivity issues. However, some neighborhoods have isolated sidewalk networks. Connectivity gaps created by these isolated networks with no central spine make it difficult for users to travel between neighborhoods and to destinations that are outside of the downtown boundary. See the “Existing and Proposed Sidewalks” map on page 60.



## Rolling

For users with wheelchairs, mobility scooters, or other mobility enhancers, the limited width of existing sidewalks and separated greenway networks pose a major impediment to engaging in active transportation. Some individuals who fall under this category may be at greater risk of being struck by motorists when crossing streets between sidewalks. At present, missing sidewalks and connectivity issues disproportionately burden people living with disabilities as they navigate the city. Imperfections in traveling surfaces diminish the perceived and real safety and overall experience for many of these users.



## Biking

For a few confident riders, biking alongside vehicles on busy roads is an acceptable risk. However, riding with vehicular traffic is daunting and dangerous for most others, including young, newer, and or lower-confidence individuals. For most people on bikes, greenways or protected bike lanes are preferable for their increased safety and comfort. In Fort Smith, the existing greenways allow for users to recreate in natural spaces but lack important connections, such as a north-to-south central spine. Beginning downtown near Garrison Avenue and south of Grand Avenue, existing shared-use routes serve as connections to UAFS and the Ronnie Udouj Walking Trail for people on bikes who are willing to use sharrow-marked streets. Existing mountain bike trails provide further opportunities for recreation in Fort Smith, but dedicated transportation infrastructure for bikes is limited or nonexistent.



## Culture

Fort Smith is primed to strike a balance between vehicular and active transportation while increasing safety and equity for vulnerable road users. 873 individuals (97%) of the 900+ survey participants said that they support improving bicycle riding conditions in the city whether or not they ride.



# Commuting in Fort Smith

## Means of Transportation to Work

*\*2022 American Community Survey 5-Year Estimates*

*\*\* 2022 American Community Survey 1 year Estimates*

Means of Transportation to Work	*Percent of Mode Share (Fort Smith)	**Percent of Mode Share (AR)	**Percent of Mode Share (USA)
Drove alone	81.07%	79.8%	71.78%
Carpooled	10.19%	8.3%	8.79%
Public transit	0.22%	0.3%	2.28%
Taxi, motorcycle or other means	1.99%	1.2%	1.53%
Bicycle	0.16%	0.10%	0.49%
Walked	1.88%	1.5%	2.76%
Worked from home	4.49%	8.8%	14.39%

According to the 2022 American Community Survey (5-year estimate & 1-year estimates), as seen in the table at left, the majority of Fort Smith commuters travel by car alone to work. It is encouraging that the percentage of commuters who choose to drive alone is lower than the state average.

Additionally, a higher percentage of Fort Smith residents choose to carpool to work than the state estimate.

When considering active forms of transportation in Fort Smith, commuters walk or bike to work slightly more often than the state average, which is lower than the U.S. average.



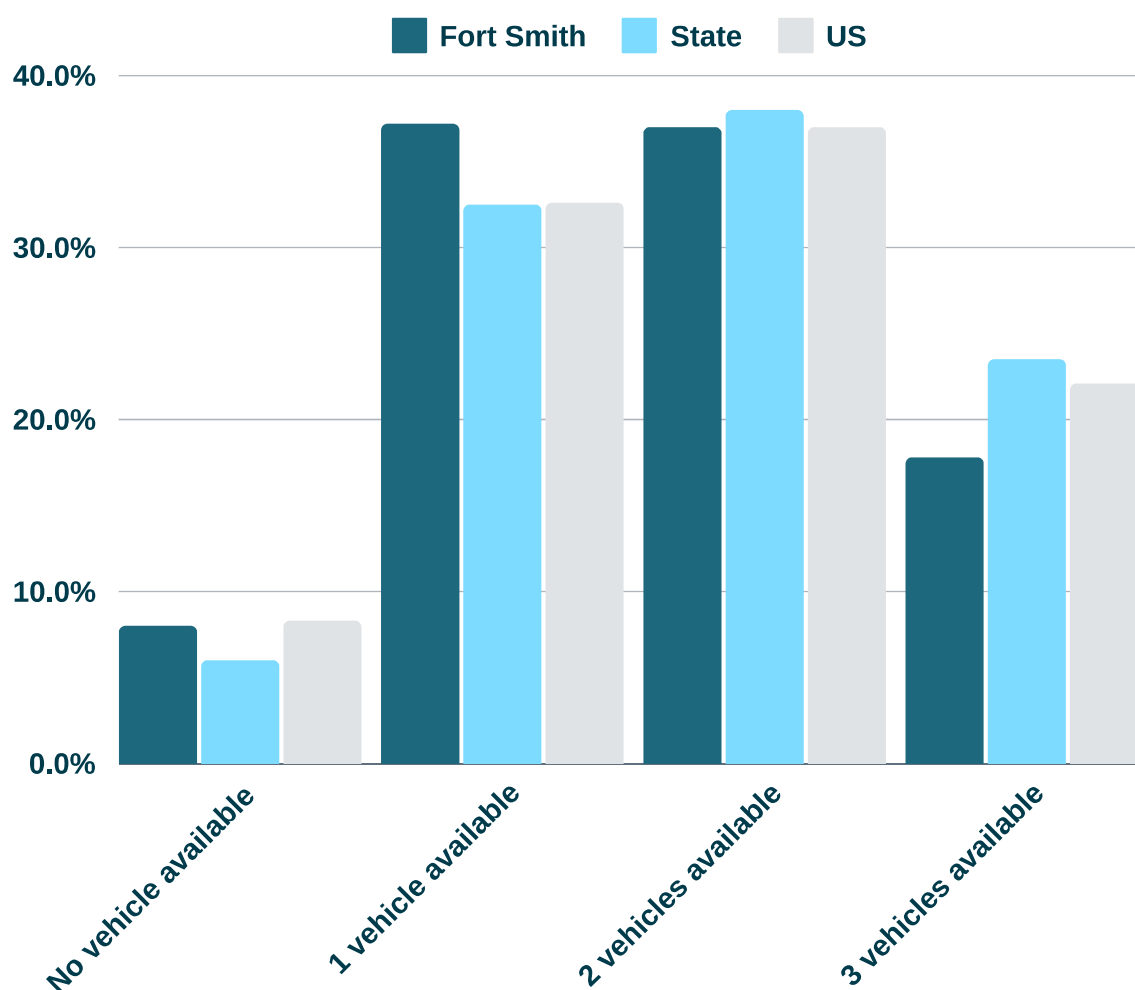


# Vehicle Ownership

Fort Smith residents own an average of two cars per household. The percentage of occupied housing units in Fort Smith that do not have the availability of a vehicle is 8%, higher than the state average of 6%. According to the American Automobile Association (AAA), the average annual cost of vehicle ownership in the United States in 2023 was approximately \$12,000. Owning, maintaining, and insuring a vehicle can be a burden for many households, particularly those with lower median household incomes.

## City of Fort Smith Vehicles Available

2022 American Community Survey 5-Year Estimate  
(Occupied Housing Units and Vehicles Available)

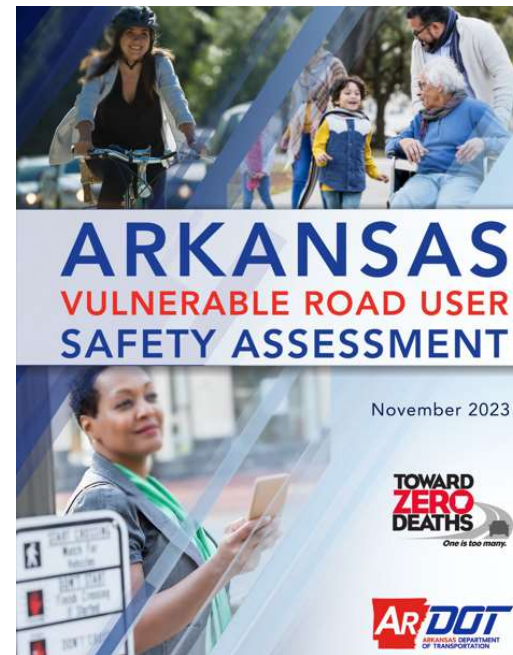




# Vulnerable Road Users

A vulnerable road user, or VRU, may include people walking, biking, or rolling. Active transportation planning focuses on designing networks that can move vulnerable road users safely and efficiently.

In November 2023, The Arkansas Department of Transportation (ARDOT) published the “Arkansas Vulnerable Road User Safety Assessment” to determine the safety performance of all public roads in the State of Arkansas with respect to vulnerable road users.



2022 Arkansas Strategic Highway Safety Plan, ARDOT

ARDOT has adopted the Safe System Approach (SSA) as part of the 2022-2027 Strategic Highway Safety Plan (SHSP) to be the guiding paradigm for increasing road safety on public roadways in Arkansas. The SSA is a holistic approach that aligns with the USDOT’s National Roadway Safety Strategy of working towards a future with zero fatalities and far fewer serious injuries.

Once the final high-risk corridors were established, the results were shared with stakeholders. This step involved collaborative discussions and feedback to confirm the identified high-risk corridors. By combining the various data sources and input from local agencies, the assessment produced a list of corridors that reflect high-risk areas for VRUs.

## 3.3.2 Identified High-Risk Corridors

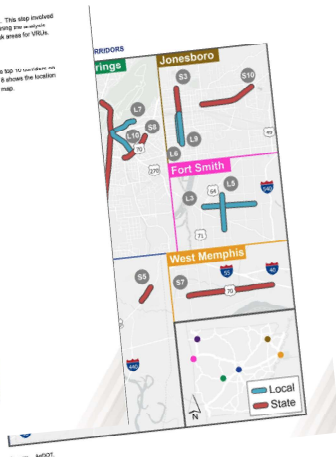
The identified high-risk corridors are summarized in Table 5 and Table 6. Table 5 shows the top 10 corridors on the State-owned roads. Table 6 shows the top 10 corridors on locally-owned roads, and Figure 8 shows the location of the corridors within the State. The ID in the tables corresponds to the gray boxes on the map.

ID	NAME	ROUTE
01	Highway 300 (Benton Rd)	Memphis
02	Highway 101 (Main St)	N.A.R.T.P.C.
03	Highway 101 (Main St)	Tulsa/MO
04	Highway 7 (Central Ave)	Memphis
05	Highway 101 (Main St)	Memphis
06	Highway 101 (Main St)	Memphis
07	Highway 101 (Main St)	Memphis
08	Highway 101 (Main St)	Memphis
09	Highway 101 (Main St)	Memphis
10	Highway 101 (Main St)	Memphis

Source: ARDOT.

ID	NAME	ROUTE
L1	Main St	Memphis
L2	Central Ave	Memphis
L3	Grand Ave	Memphis
L4	Highway 101 (Main St)	Memphis
L5	Highway 101 (Main St)	Memphis
L6	Highway 101 (Main St)	Memphis
L7	Highway 101 (Main St)	Memphis
L8	Highway 101 (Main St)	Memphis
L9	Highway 101 (Main St)	Memphis
L10	Highway 101 (Main St)	Memphis

Source: ARDOT.



The “Arkansas Vulnerable Road User Safety Assessment” analysis focused on identifying both state-owned and locally-owned high-risk corridors for vulnerable road users. The assessment identified Fort Smith as having two of the state's ten highest-risk locally owned corridors:

- Grand Avenue
- North Greenwood Avenue



# Non-Motorist Crashes

City of Fort Smith (2018 - 2022)

## Legend:

- No Apparent Injury
- Possible Injury
- Minor Injury
- Serious Injury
- Fatality

 Vulnerable Road User Stress Zones

Concentrations of non-motorist crashes (i.e. when a non-motorist, such as a pedestrian or a person on a bike, is struck by a motorist) on or adjacent to Grand Avenue and the west portion of Rogers and Garrison Avenues, along with other concentrated areas, call for specialized solutions to increase safety. See Chapter 6, Proposed Bicycle and Pedestrian Network for recommendations and potential solutions.

0 0.5 1 Miles

Arkansas Crash Analytics Tool (ACAT), ARDOT



# Vulnerable Road Users Crash Data

2018

2022

From 2018 to 2022, Fort Smith recorded 206 non-motorist crashes. Of those 206 non-motorist victims, 90 sustained minor injuries, 47 sustained serious injuries, and 11 died. **During that time, a non-motorist in Fort Smith was nearly 20 times more likely to lose their life in a crash than a motorist involved in a crash.**

*Arkansas Crash Analytics Tool (ACAT), ARDOT*

Active transportation users in Fort Smith face safety issues that can be addressed through a multifaceted approach. In the 2023 Arkansas Vulnerable Road User Safety Assessment, ARDOT developed recommended countermeasures to address vulnerable road user safety. The following strategies are a summation of recommendations:

**Strategy 1:** Continue to improve statewide infrastructure and design to protect vulnerable road users.

**Strategy 2:** Continue implementing countermeasures, programs, and policies to protect vulnerable road users.

## Potential Countermeasures:

### A. Remove or Manage Conflicts

- Separate users in space
  - Bicycle lanes
  - Protected bike lanes
  - Road diets
  - Medians & pedestrian refuge islands

**206** people struck by vehicles



**126**

during lit conditions



**78**

during dark conditions



142 pedestrians struck



49 people on bikes struck



4 wheelchair users struck

**90**

Minor Injury

**47**

Serious Injury

**11**

Fatal Injury

- Separate users in time
  - Leading pedestrian interval
  - Pedestrian hybrid beacons

### B. Reduce Vehicle Speeds

- Implement physical features to slow traffic
  - Medians
  - Pedestrian refuge islands
  - Road diets
  - Self-enforcing roads
  - Speed tables

### C. Increase Attentiveness and Awareness

- Increase the visibility of VRUs
  - Lighting
  - Advance or in-street warning signage
  - Pavement markings
  - Geometric design elements that enhance crosswalk visibility
  - RRFBs
  - Leading pedestrian intervals



A stylized map of a coastal region, likely the Chesapeake Bay area, rendered in white outlines on a light background. A large, dark teal shape covers the bottom portion of the map, serving as a background for the page's title and page number. The number '03' is prominently displayed in white within this teal area.

# 03

## Previous Planning Work



# Existing & Previous Planning Overview

Throughout the years, Fort Smith has crafted various plans addressing a wide range of issues and focus areas.

## Bicycle and pedestrian-focused plans:

### Fort Smith Trails and Greenways Master Plan (2004)

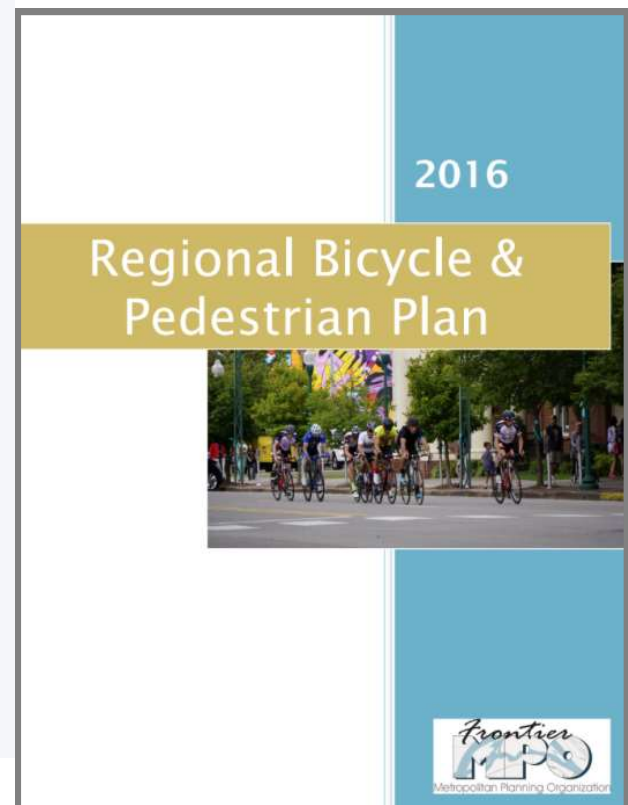
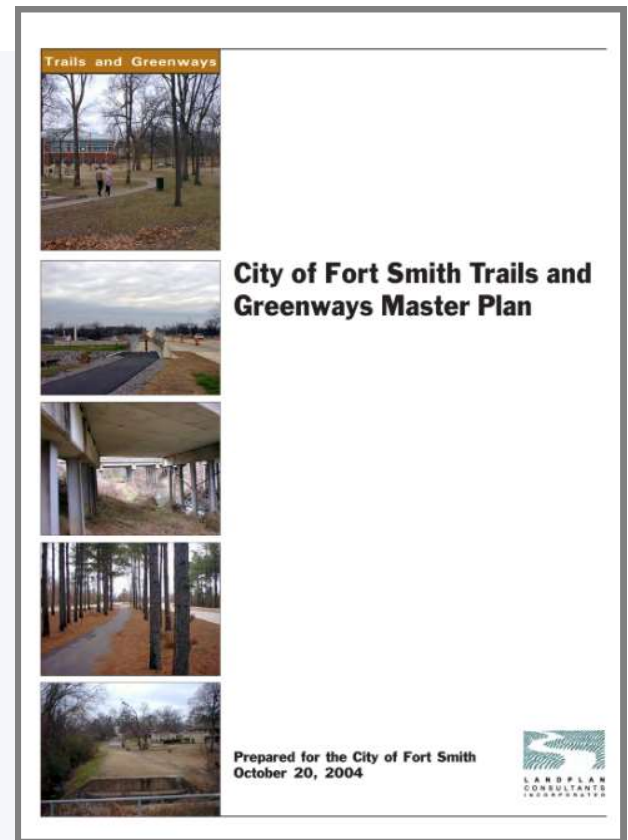
The Fort Smith Trails and Greenways Master Plan paves the way to fulfilling the Fort Smith Comprehensive Plan policy to “develop greenways and trails that connect the city.” This master plan recommends improving community access to outdoor resources by identifying and preserving greenway corridors and building a network of off-road, multi-purpose paved trails. The plan involved extensive public engagement and ultimately developed an 87.59-mile network of off-road multi-purpose trails throughout Fort Smith.

### Frontier Metropolitan Planning Organization (MPO) Regional Bicycle and Pedestrian Plan (2016)

This plan creates an integrated network of bicycle and pedestrian routes to serve the Frontier Metropolitan Planning Organization (MPO) area. While the scope of this plan focused on the region as a whole, the City of Fort Smith received a considerable focus given its size and regional influence.

The goals for this plan:

- Connect communities
- Connect points of interest
- Connect to the natural environment
- Support the local economy

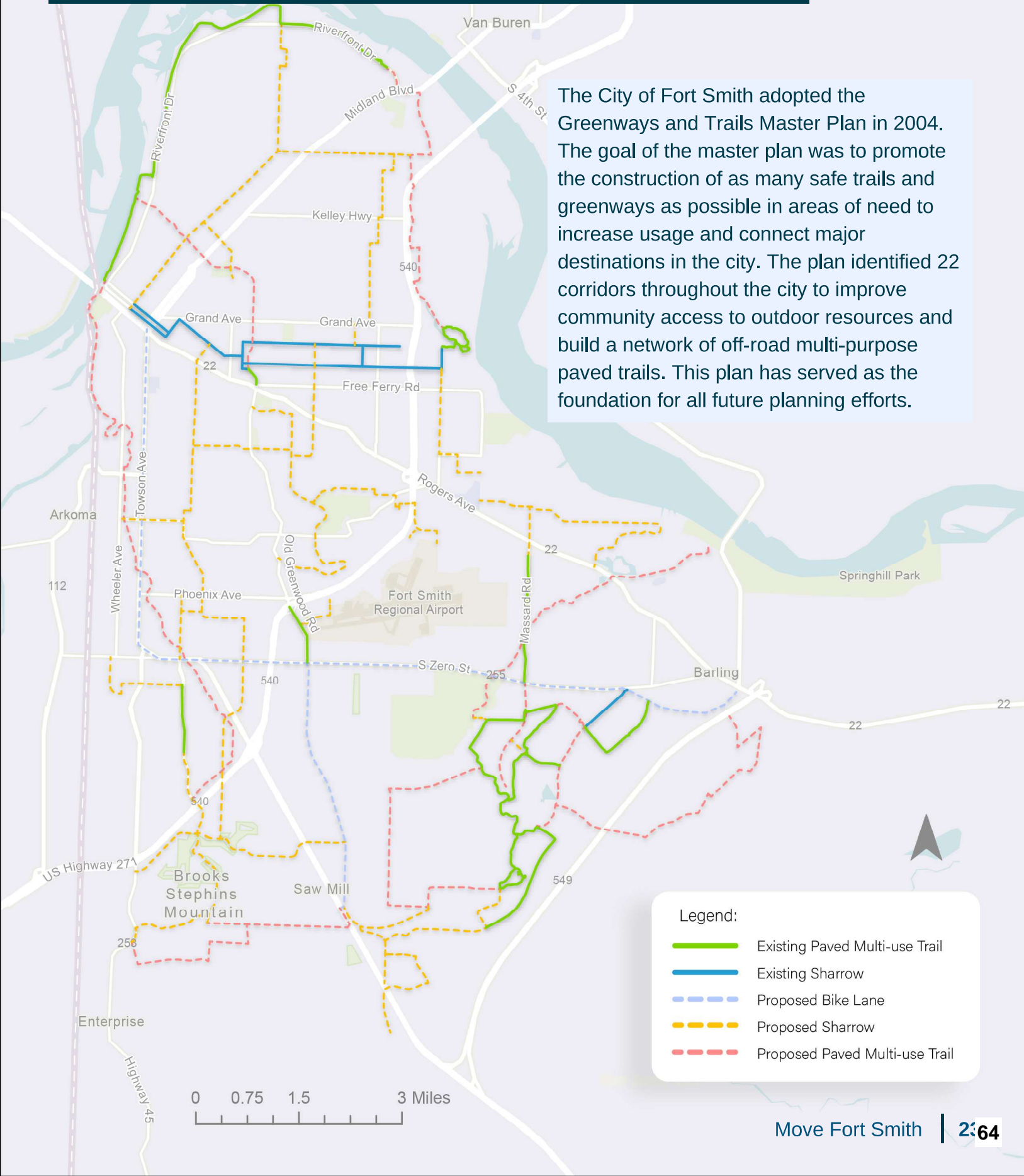




# Trails & Greenways Master Plan

Adopted in 2004; Revised in 2020

The City of Fort Smith adopted the Greenways and Trails Master Plan in 2004. The goal of the master plan was to promote the construction of as many safe trails and greenways as possible in areas of need to increase usage and connect major destinations in the city. The plan identified 22 corridors throughout the city to improve community access to outdoor resources and build a network of off-road multi-purpose paved trails. This plan has served as the foundation for all future planning efforts.

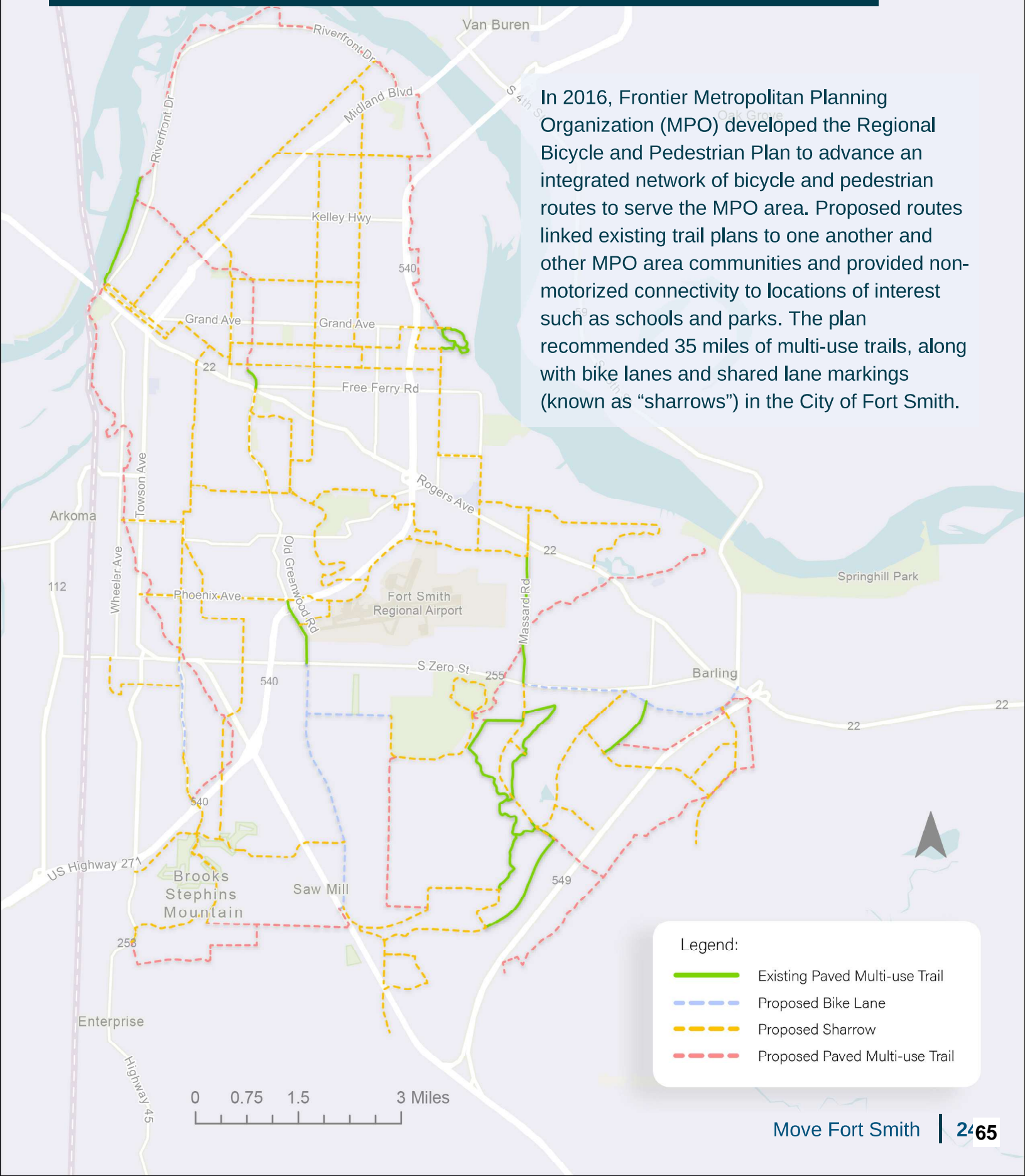




# Regional Bicycle & Pedestrian Plan

Adopted in 2016

In 2016, Frontier Metropolitan Planning Organization (MPO) developed the Regional Bicycle and Pedestrian Plan to advance an integrated network of bicycle and pedestrian routes to serve the MPO area. Proposed routes linked existing trail plans to one another and other MPO area communities and provided non-motorized connectivity to locations of interest such as schools and parks. The plan recommended 35 miles of multi-use trails, along with bike lanes and shared lane markings (known as “sharrows”) in the City of Fort Smith.





# Existing & Previous Planning Overview

## Walkability Action Institute Frontier Team Action Plan (2020)

This plan brought together key stakeholders in the community to develop an action plan to improve walkability within the city. Stakeholders included Frontier MPO, 64.6 Downtown, Arkansas Colleges for Health Education, Western Arkansas Planning & Development District (WAPDD), The City of Fort Smith, The City of Van Buren, Arkansas Department of Transportation (ARDOT), Crawford County, First Presbyterian Church, and State Physical Activity & Nutrition for Arkansas (SPAN).

## City of Fort Smith Vision Zero Policy Statement (2023)

In 2023, the city expressed its commitment to eliminating fatal crashes through the adoption of the Vision Zero policy statement.

## Other state or local bicycle and pedestrian plans:

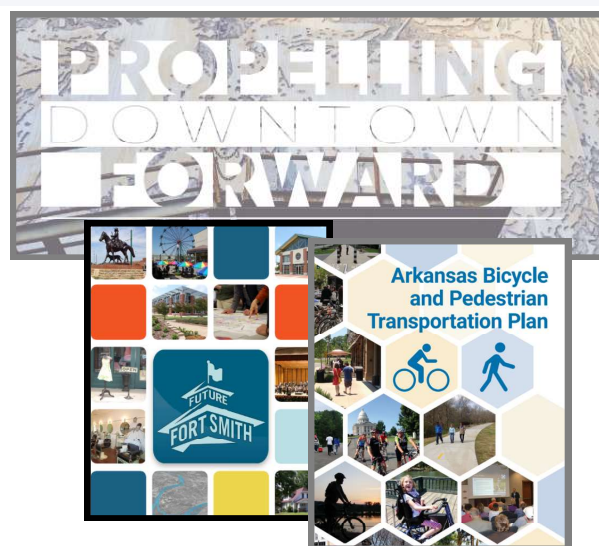
### Arkansas Bicycle and Pedestrian Transportation Plan (2017)

This planning process developed the following goals: 1) Realize the economic benefits of bicycle and pedestrian-friendly communities and bicycle-related tourism and recreation. 2) Develop a statewide Bicycle and Pedestrian Network that supports a) on-road bicycling for recreation and transportation, b) pedestrian access and safety within municipalities and unincorporated rural communities, c) development of shared use paths with regional and/or statewide significance, and d) access to mountain bicycling venues.

3) Conduct research and analysis leading to the implementation of specific strategies for achieving zero pedestrian and bicyclist deaths from crashes with motor vehicles by 2025 and reducing injury crashes by 50 percent (over 2010-2014 levels).





























## Other regional and/or city plans with bicycle and pedestrian-related goals, policies, programs, or recommendations:

- **Propelling Downtown Forward (2014)**
- **Future Fort Smith Comprehensive Plan (2014)**
- **City of Fort Smith Minimum Street Standards (2020)**
- **Frontier MPO Regional Transportation Plan (2022)**
- **Western Arkansas Safety Action Plan (2023)**
- **Frontier MPO Complete Streets Policy and Guidance (2019)**
- **Safe Fort Smith Comprehensive Safety Action Plan (2024)**
- **City of Van Buren Bike and Pedestrian Plan (2019)**
- **City of Greenwood Bike and Pedestrian Plan (2020)**





# Plan Review

PLAN	YEAR	JURISDICTION	SPECIFIC RECOMMENDATIONS FOR BICYCLE INFRASTRUCTURE	SPECIFIC RECOMMENDATIONS FOR PEDESTRIAN INFRASTRUCTURE	EMPHASIS ON REDUCING NON-MOTORIST CRASHES	REDUCING VEHICLE SPEEDS	SPECIFIES BUDGET FOR ACTIVE TRANSPORTATION INFRASTRUCTURE
City of Fort Smith Trails and Greenways Master Plan	2004	Fort Smith				✓	
Future Fort Smith Comprehensive Plan	2014	Fort Smith				✓	
Frontier MPO Regional Bicycle and Pedestrian Plan	2016	Metropolitan Area				✓	
Arkansas Bicycle and Pedestrian Transportation Plan	2017	Arkansas				✓	
Propelling Downtown Forward Plan	2017	Downtown Fort Smith				✓	
Walkability Action Institute Frontier Team Action Plan (TAP)	2020	Metropolitan Area				✓	
Transportation & Health Planning Framework - Rogers Avenue Corridor	2021	Rogers Avenue Corridor				✓	
Together: Frontier Metropolitan 2045 Transportation Plan	2022	Metropolitan Area				✓	
Safe Fort Smith Comprehensive Safety Action Plan	2024	Fort Smith				✓	



# Successful Implementation

Developing goals and objectives that target specific areas can be helpful for the city in prioritizing when, where, and what to fund. The following are key recommendations for where the city can target its efforts as well as potential ways to measure and track the efficacy of its efforts.

## A

### Reduce Non-motorist Crashes

An opportunity exists for the City of Fort Smith to systematically address non-motorist crashes through planning, design, and dedicated funding. The city has taken strides to reduce non-motorist crashes through the following recent efforts:

- Safe Fort Smith Comprehensive Safety Action Plan (2024)
- Active Transportation Plan (2024)
- Vision Zero Policy Statement (2023)
- Quick action solutions such as adding RRFBs on Grand Avenue

#### Next Steps:

- Raise awareness of existing crash data and make that data more accessible through public platforms such as the city website
- Establish a campaign to inform the public of stress zones and ways that the city aims to improve safety in those areas

#### Success Metrics:

- Overall reduction in non-motorist crashes (year over year)
- Reduction in crashes within stress zones (year over year)
- Miles of new trails, sidewalks, and shared-use routes
- Improved police reporting and forms related to crashes
- Trips taken by foot or by bike

### Peer Community Case Study: Hoboken, NJ

The City of Hoboken adopted the Vision Zero Action Plan in 2021. Since the implementation of related improvements, the city has seen a decline in traffic-related injuries. From 2022-2023, there was an 18% reduction in crashes resulting in injuries and a 62% reduction in serious injuries. The city has made significant infrastructure upgrades to protect road users, especially vulnerable populations, including:

- Multi-way stops added to 14 intersections, including 6 identified as high crash intersections
- 418 delineators installed to improve intersection visibility through daylighting at 31% of intersections
- 61 crosswalks restriped with high visibility, long-lasting markings
- 27 curb ramps upgraded to improve ADA accessibility
- 1 raised crosswalk installed to improve pedestrian visibility and slow vehicle speeds
- 15 MPH school zone speed limit designation added to 67 blocks in school zones
- 6 curb extensions installed to reduce crossing distances, improve intersection visibility, and slow vehicle turning speeds

*[hobokennj.gov](http://hobokennj.gov)*



# B

## Allocate Budget for Active Transportation Infrastructure

Having a plan and a vision for active transportation is essential. However, the allocation of dedicated funding for the planning, design, construction, and maintenance of infrastructure is key to successful implementation. Dedicated funding for active transportation is a tangible way to show the city's commitment to these important modes of transportation.

### Next Steps:

- Analyze historic spending on active transportation infrastructure
- Start small, prioritize projects, and build upon early success

### Success Metrics:

- Dedicated per capita spending on active transportation
- Additional miles of active transportation infrastructure
- Increases in active modes of commuting

### Peer Community Case Study: Fayetteville, AR

Many years ago, the City of Fayetteville passed a sales tax, a portion of which helps to fund the planning, construction, and maintenance of the city's network. Approximately \$1,500,000 annually is dedicated to this purpose and funds a full-time trail crew whose efforts are focused on building and maintaining their trail system.

Fayetteville's Active Transportation Plan outlines a network of sidewalks, trails, and bicycle facilities to provide walkers, people on bikes, and other users with clear pathways and connections to important destinations, just as streets and roads do for motorized vehicles. When the plan was adopted, 63% of Fayetteville residents lived within 1/2 mile of a shared-use paved trail. By 2040, this number is projected to increase to 97%.



Photo Courtesy of 64.6 Downtown





## Pass Vulnerable Road User Ordinances & Policies

By focusing on the safety and well-being of vulnerable road users (VRU), such ordinances create a more balanced and equitable transportation system, ultimately benefiting the entire community.

### Next Steps:

- Consider adopting a vulnerable road user ordinance that expresses the city's commitment to protecting vulnerable road users
- Consider adding language to the City Code of Ordinances to include additional language and descriptions of VRUs

### Success Metrics:

- Reduction in vulnerable road user-related crashes, serious injuries, and fatalities
- Increased economic development in areas where interventions are implemented

### Peer Community Case Study: Austin, TX

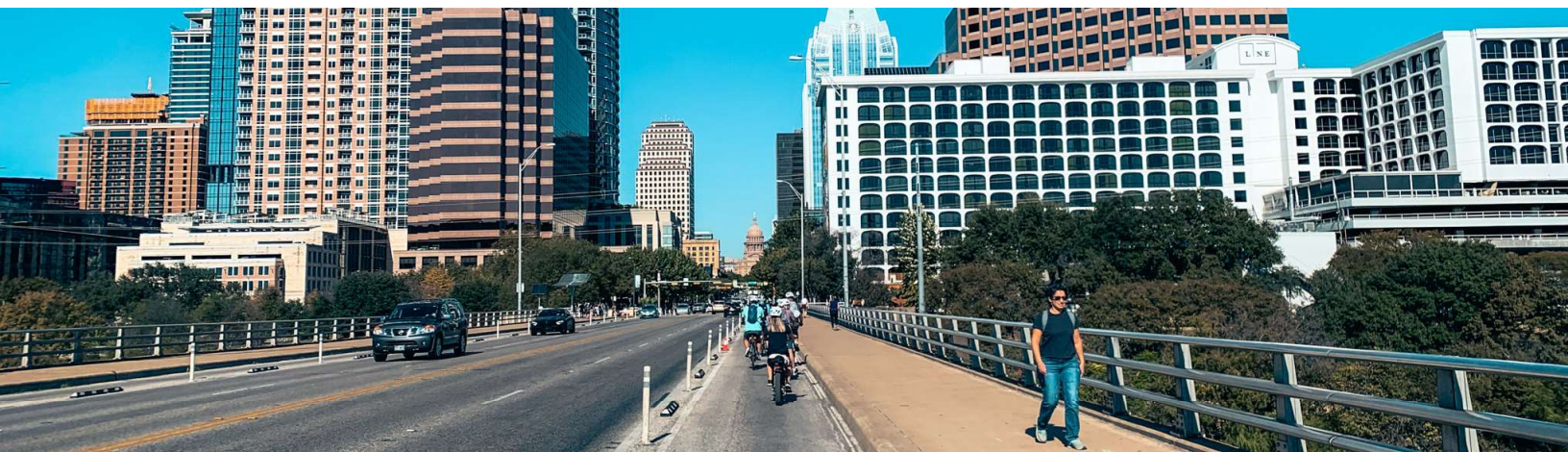
In 2009, Austin developed and passed a series of ordinances focused on increasing the safety of vulnerable road users:

#### Safe Passing Ordinance:

- Austin has a safe passing ordinance that requires motorists to maintain a safe distance (three feet for passenger cars or light trucks, six feet for commercial vehicles) when passing cyclists and other vulnerable road users.

#### Shared Micromobility Regulations:

- The city has regulations governing the operation of electric scooters and other shared micro-mobility devices to ensure safety for riders and pedestrians.





# D

## Increase Commuter Mode Share for Walking & Biking

Developing an active transportation network, including safe, comfortable, and connected infrastructure, is one part of the equation. Coordinating programs and planning to encourage the use of this plan will help citizens navigate the city and access more destinations and amenities. According to the 2022 American Community Survey (5-year estimates), the percentage of commuters who walk to work in Fort Smith was 1.88% and those who biked to work was 0.16%. The way people work and get to work has changed significantly over the last decade. Remote work has become a viable option for many workers, and it grew in part due to the COVID-19 pandemic. Some cities that realized growth in the number of people walking and biking to work in years past have also seen those numbers decline on the census data in recent years. This is partly due to more people working from home rather than commuting to work. While there have been increases in the number of people working from home, the increases within the state and the City of Fort Smith have been far less than at the national level. The trends and characteristics of commuting have and will continue to change. However, an opportunity exists to provide options for Fort Smith residents to walk, bike, and roll to work and other destinations.

### Next Steps:

- Develop a detailed plan including specific goals to achieve an increase in mode share
- Coordinate and work with local businesses to track increases in pedestrian and bicycle traffic as a result of the aforementioned plan

### Success Metrics:

- Annual increases in the number of people walking and biking in Fort Smith as reflected by the American Community Survey
- Increases in bicycle and pedestrian traffic to local businesses





# E

## Measuring Network Usage

At present, the City of Fort Smith does not track bicycle and pedestrian usage. An opportunity exists to formally track usage over time to determine needs and opportunities for new infrastructure.

### Next Steps:

- Develop a protocol and system for measuring active transportation usage in the city through equipment such as bicycle and trail counters
- Develop and distribute a report detailing the usage of the Ride 4 Smilies program
- Conduct counts beginning with areas within school zones

### Success Metrics:

- Development of timestamped baseline data of usage data within designated areas/zones
- Timestamped data sets showing usage over defined intervals
- Miles of new infrastructure resulting from usage data in high-use zones/areas



### Peer Community Case Study: NW Arkansas

The Walton Family Foundation has supported the development of an expansive trail network in the foundation's home region of Northwest Arkansas. To understand how many people are using the trails and assess the impact of these investments, the foundation has periodically monitored the levels of cycling and pedestrian activity on the region's trail network. A team of researchers at San Diego State University's Active Transportation Research Center conducted trail use monitoring studies in 2015 and 2017, and the 2019 study was the third in the series.

- To measure cycling and pedestrian activity levels, the research team used automatic counting devices placed at various sites along the trail network. Each location included a combination of pneumatic tubes laid across the trail and PYRO-boxes affixed to trees or poles alongside the trail. Together, these devices were able to distinguish cyclists from pedestrians, determine which direction they were traveling, and collect data on a 24-hour, continuous basis. Data for this study was collected between May and July of 2019.
- User counts were captured at a total of 54 locations that were evenly distributed geographically across the network and comprised a representative sample of locations in terms of population, employment density, and income levels of residents in the immediate surrounding area.





## Create an Active Transportation Advisory Committee

An opportunity exists to formalize an advisory committee/board (ATAC) that will serve to assist and support the city's efforts in building out the active transportation network over many years.

### Next Steps:

- Develop clear roles, responsibilities, and scope for this committee
- Seek representation of diverse communities on the ATAC
- Once approved, solicit applications from city residents to serve on this committee

### Success Metrics:

- Programs implemented
- Increased representation from the community
- Development of an active transportation policy for the City of Fort Smith



### Peer Community Case Study: Fayetteville, AR

The City of Fayetteville, AR developed an Active Transportation Advisory Committee (ATAC) in 2001. The committee may make recommendations to the Transportation Committee on active transportation projects and issues that have been referred to them by the Administration or Transportation Committee, including but not limited to:

- Yearly trail, sidewalk, and paving overlay construction program plans. The review of overlay plans will be focused on the incorporation of active transportation facilities.
- Five-year trail construction prioritization plan.
- Major sidewalk projects, trails, and other projects where major changes to existing street cross-sections are planned. The review will be at the preliminary stage and will include typical cross-sections and preliminary horizontal and vertical alignments. Neither the Transportation Committee nor the Administration need to delay projects or wait for this advisory committee's recommendations.
- Changes, additions, or deletions to the Active Transportation Plan and the Sidewalk Master Plans.



## G

## Calm Traffic in Neighborhoods

Some neighborhoods in Fort Smith would benefit from slowing traffic, reducing speeds, and curtailing cut-through traffic. Developing a clear policy, standards, and process for how neighborhoods can request traffic calming measures would benefit many neighborhoods.

### Next Steps:

- Research best practices for this type of program. Develop standards, protocols, and a process by which residents can contact the city and request interventions.

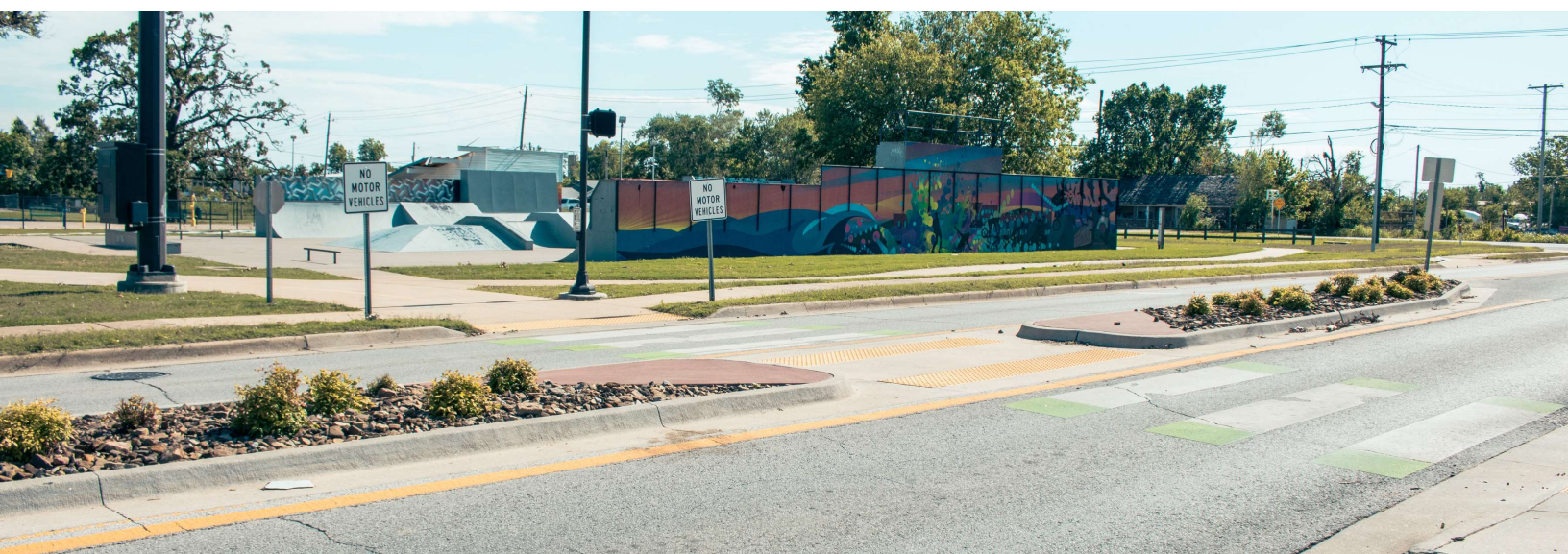
### Success Metrics:

- Increased number of traffic calming projects implemented over time
- Increased number of annual requests for interventions
- Decreased average speed of vehicles

### Peer Community Case Study: Lawrence, KS

The Lawrence, KS Neighborhood Traffic Management Program uses a comprehensive approach to address unsafe driving on the city's neighborhood streets, including the following strategies:

- Speed limit reductions on neighborhood streets
- Community outreach and media campaign
- Traffic law enforcement and education
- Temporary engineering solutions
- Evaluation of each approach





# H

## Increase Trail and Greenway Placemaking

Fort Smith has a growing network of trails and greenways, especially in the Chaffee Crossing area. An opportunity exists to develop a plan to increase amenities and placemaking elements along trails and greenways to create destinations that attract users. Amenities can include benches, water fountains, trailside art, pocket parks, and destination signs.

### Next Steps:

- Develop a plan, including a budget, for where elements will be located, as well as cost and types of amenities to include.

### Success Metrics:

- Increased number of placemaking elements placed along trails
- Increased usage along sections of trail where amenities are placed

### Peer Community Case Study: Springdale, AR

In 2023, the City of Springdale undertook a plan to revitalize and realign a section of the Razorback Regional Greenway as it enters Downtown Springdale. The plan includes landscaping, seating, and a destination/monument sign signifying “Mile 16” of the Greenway.





# Policy Recommendations

The project team reviewed Fort Smith's Unified Development Ordinance (UDO) with an emphasis on researching ordinances and language that concern active transportation users. Below are the most relevant recommended policy changes suggested by language in the UDO.

CITY OF FORT SMITH UNIFIED DEVELOPMENT ORDINANCE REVIEW		
PLAN	LANGUAGE SPECIFIC TO ACTIVE TRANSPORTATION	RECOMMENDATIONS
27-500 Subdivision Design and Improvement Standards: 27-501-2 :	C. To implement the Master Street Plan, Bikeway, and Trails Plan;	Consider adding active transportation planning (Access, connectivity, and safety) as an integral part of the subdivision design and approval process. <u>See example from City of Austin, TX UDO.</u>
27-500 Subdivision Design and Improvement Standards: 27-503-4 Streets, Alleys and Easements	B. Street Classification. All streets shall conform to the City's Master Street Plan and Bikeway Plan (including the bikeway plan map).	This is a good example of linking the Bikeway plan to new streets, alleys, and easements.
27-500 Subdivision Design and Improvement Standards: 27-503-8 Engineering Design Standards	Street design shall conform to the criteria established in the Standard Specifications, Master Street Plan, Bikeway Plan, Trails and Greenways Plan, and Street Standards.	This is a good example of linking the Bikeway plan to design and improvement standards.
27-500 Subdivision Design and Improvement Standards: 27-503-9 Bicycle Facilities	Bikeways shall be consistent with the Bikeway Plan.	This is a good example of linking the Bikeway plan to design and improvement standards.
27-500 Subdivision Design and Improvement Standards: 27-503-10 Cul-de-sacs and Dead End Streets D. Pedestrian Connection	Code specifies how and when developments, including cul-de-sacs, are required to build a pedestrian connection.	Consider adding more specificity on pedestrian connectivity and access: See Examples from A. Raleigh, NC UDO B. Austin, TX UDO



## CITY OF FORT SMITH UNIFIED DEVELOPMENT ORDINANCE REVIEW CONTINUED

PLAN	LANGUAGE SPECIFIC TO ACTIVE TRANSPORTATION	RECOMMENDATIONS
27-500 Subdivision Design and Improvement Standards: 27-503-13 Pedestrian Easements	A cross-block easement shall be provided for any street exceeding 600 feet between intersections with other streets, as follows: A. An easement for utilities and pedestrians with a minimum width of 20 feet; or B. An easement is reserved for pedestrian passage with a minimum width of 10 feet.	This is a good example of accommodating for pedestrian access along city streets. The cross block pedestrian access easements can help to increase safety for pedestrians.
27-500 Subdivision Design and Improvement Standards: 27-503-19 Sidewalks	The code specifies where and when sidewalks are required and the process for avoiding sidewalk installation (Fee in lieu).	
27-500 Subdivision Design and Improvement Standards: 27-509 Trails and Greenways	27-509-1 Applicability: Subdivisions that include at least 100 lots shall include trails and/or bikeways that conform to the requirements of this section. 27-509-2 Trails Trails may be included as part of the Parks and Open Space required by Section 27- 508. Trail easements shall be a minimum of 20 feet in width. The construction and maintenance of trails shall conform to the City's Trails and Greenways Master Plan. 27-509-3 Bikeways Bikeways shall be provided consistent with the Bikeway Plan.	Consider increasing the Right of way for a Shared-use paved path greenway easement to 30' to accommodate placemaking amenities such as benches, water fountains, art, and such.
27-600-General Development Standards-27-601-3 Bicycle Parking Requirements	27-601-3 Bicycle Parking Requirements The following standards shall apply: A. Commercial Development. Commercial developments shall provide one (1) bicycle parking rack per 20 automobile parking spaces. B. Multifamily Development. Multifamily development shall provide one (1) bicycle rack per 20 dwelling units. C. Bicycle racks shall be secured to a hard surface.	Consider adding more specificity to the bike parking standards, including types, materials, parking location, and when and where covered bike parking is appropriate. Within commercial or multi-family developments, indoor bike parking may be substituted for external parking, particularly for residents, employees, and staff.
GENERAL OBSERVATIONS & RECOMMENDATIONS		
The UDO is inclusive of pedestrians and encourages pedestrian activity and pedestrian-friendly developments. In general, the UDO can strengthen and encourage active transportation use by adding greater specificity around the terms "Pedestrian-oriented" and "Pedestrian-Friendly" environments. The City of Raleigh, NC, and the City of Austin, TX, have solid examples of including this language in the UDO and all future developments.		
Currently, the UDO has a lower level of emphasis and inclusion of the word "Bicycle" and how to accommodate the unique needs of people riding bikes. The UDO specifies how many bicycle parking spaces are required for "Commercial" and "Multi-family" developments; however, additional emphasis on both pedestrian and bicycle circulation into and out of developments is recommended.		
Consider including "Active Transportation" when referring to various users, site layout, guidelines, and development standards.		
Consider adding language to the UDO stating that a developer may be required to construct a Shared-use paved path/Sidepath linkage or corridor or grant an easement for Shared-use paved paths/sidepaths shown in the Active Transportation plan. See the sample language as listed in the development code in Fayetteville, AR. Click <a href="#">HERE</a> .		



CITY OF FORT SMITH-CODE OF ORDINANCES REVIEW	
PLAN	LANGUAGE SPECIFIC TO ACTIVE TRANSPORTATION
Article V-Bicycles Motorcycles Etc.	A. Specifies that no bicycle or pushcart may be operated on a sidewalk in the Central Business District. B. Specifies that riding on the handlebars of a bicycle is prohibited. C. Specifies that clinging to a moving vehicle is prohibited. D. Specifies that rollerskates, coasters, toy vehicles, or similar devices may not operate on a road, with the exception being on a "Play Street."
Chapter 18-Parks, Recreation, Etc.	Sec 16.63-The use of motorized vehicles including, but not limited, to cycles, scooters, or four-wheelers on any park area or on the trails system other than paved public traffic ways is expressly prohibited. The prohibition shall not apply to individuals restricted to the use of motorized wheelchairs, public work vehicles or emergency responders.
Chapter 24- Traffic	Definition of Bicycle: Bicycle means every device propelled by human power upon which any person may ride, having two tandem wheels, either of which is over 20 inches in diameter (and including any device generally recognized as a bicycle though equipped with two front or two rear wheels) Definition of motorcycle: The motor-driven cycle means every motorcycle, including every motor scooter, with a motor which produces, but does not exceed, five horsepower, and every bicycle with a motor attached.
Chapter 24- Traffic Sec. 24-8. - Use of bicycles or animals.	Every person riding a bicycle or an animal, or driving any animal drawing a vehicle upon a highway, shall have all the rights and all of the duties applicable to the driver of a vehicle, except those provisions of this subtitle which by their nature can have no applicability.
GENERAL RECOMMENDATIONS	
Consider developing a new chapter in the code of ordinances titled "Micro-Mobility Devices & Bicycles" or another similar title. The specificity of the language in these codes can help to better define the duties and responsibilities of micro-mobility devices and bicycles, where they may operate, and general rules and guidelines for their use. <u>See the example in the City of Austin, TX Code of Ordinances.</u>	
Consider adding language that provides more specificity related to electronically assisted bicycles (e-bikes). <u>See an example of model legislation developed by People for Bikes.</u> Specifically, certain types/classifications of e-bikes should be excluded from consideration as motorized vehicles.	
Consider adding greater specificity and definition of a Vulnerable Road User.	
Consider adding language specifying that no motorized vehicle may operate within a bicycle lane and or a shared-use paved path or side path except in specific situations and circumstances.	



## SHARED-USE PAVED PATH & SIDEPATH POLICY RECOMMENDATIONS

Restrict the use of golf carts or comparable-sized vehicles on all shared-use paved paths (SUPP) side paths (SP).

Consider specifying the allowable uses of skates, skateboards, electrically powered scooters, bicycles, Segways, etc., as permissible uses on all paved city SUPPs and SPs only when their use does not create a safety hazard for pedestrians, wheelchairs, or human-powered bicycles.

Consider specifying that pedestrians, skaters, and joggers should walk, skate, or jog near the right side of the trail to accommodate faster runners, skaters, bicyclists, and traffic that passes on the left side of all SUPPs and SPs.

Consider specifying that persons skating, riding bicycles, Segways, skateboards, scooters, and runners shall give an audible warning before passing slower traffic on all SUPPs and SPs.

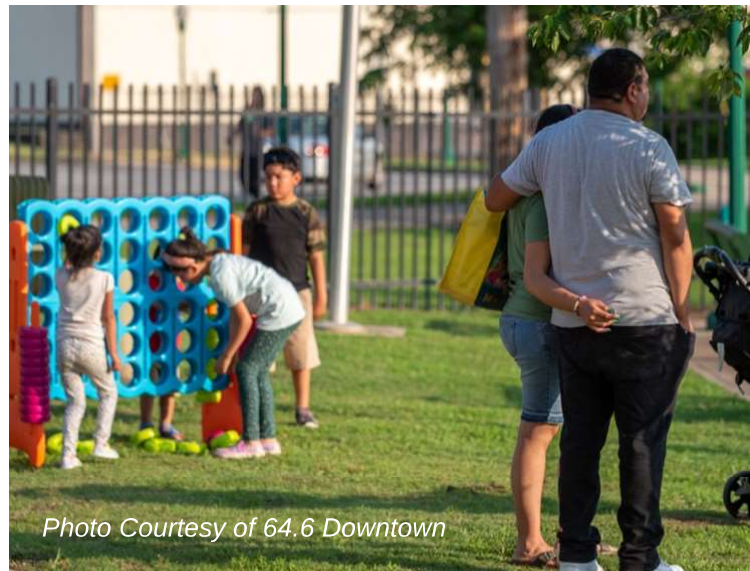
Consider establishing a dashed yellow center line as a boundary for two-directional travel on all SUPPs and SPs.

Consider establishing a speed limit of 15mph on all SUPPs and SPs depending on the presence of vehicles and other users of the facility.

Establish etiquette for all modal travel on SUPPs and SPs that, if violated through reckless disregard for the safety of others, allows for the right of use of all trails suspended for up to one year

Consider specifying that electronic bikes and scooters may be ridden anywhere that conventional bikes are ridden and must follow the same rules of operation and use, provided that no electronic bikes and scooters shall be used in an unsafe manner or a manner that may cause harm.

Consider adding greater specificity to the definition of an electronic bike to match the AR state law. Develop a standard for the use of electronic bikes and where they can be operated and by whom.



*Photo Courtesy of 64.6 Downtown*





04

## Public Engagement





# Steering Committee

A project steering committee was created to offer incremental feedback on the planning process, serve to oversee progress, help address obstacles, and monitor progress toward key milestones.

## August 2023

During the kickoff meeting in August 2023, the steering committee created a project purpose statement and guiding principles statement to guide the Move Fort Smith Plan.

## November 2023

In the following meeting held in November 2023, the steering committee reviewed feedback that was received from the community at public input sessions and provided guidance on the initial network.

## February 2024

In February 2024, the steering committee reviewed feedback that was received from the community at public input sessions and worked to identify the catalytic projects.

## May 2024

The final steering committee meeting in May 2024 helped sharpen the identified catalytic projects and the overall bike and pedestrian network.

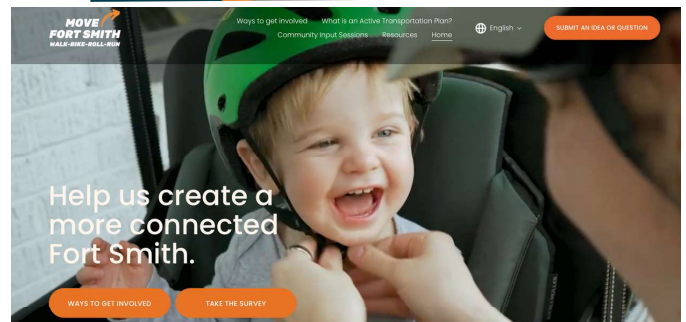
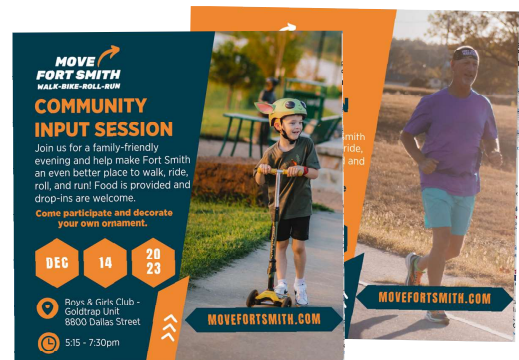
## Purpose Statement

“Prioritize active transportation to enable people of all ages and abilities the choice and opportunity to move freely and safely through our community.”



## Project Website

As a part of the planning process, a project website was developed and administered that provided details on the definition of an active transportation plan, provided ways to get involved, and communicated key events throughout the project. The website ([www.movefortsmith.com](http://www.movefortsmith.com)) was available in English, Spanish, and Vietnamese.



## NWA Benchmarking Tour

At the beginning of the project, two separate peer community benchmarking tours were facilitated in Northwest Arkansas (NWA) in June 2023. The purpose of the tours was to benchmark the NWA region with a particular emphasis on highlighting the active transportation network. The sessions included an educational workshop as well as a tour of key projects in NWA both on a bike and on foot. Attendees of the study tours included the twelve members of the project steering committee.

## Active Transportation Workshop

In October 2023, ten participants had the opportunity to attend the Active Transportation Workshop at The Blue Lion, which educated and trained the group about the benefits of bicycle and pedestrian-friendly infrastructure and culture. The participant group included some members of the Planning Commission, the Board of Directors, city staff, and public transit staff members.







## Focus Groups

Six focus group meetings were held with key stakeholders and organizations working in Fort Smith to share the planning process, highlight key objectives, surface opportunities/challenges, and ensure coordination related to active transportation in Fort Smith.

**The stakeholders helped bring to light the opportunities in Fort Smith to improve safety and connectivity downtown, around schools, and to neighboring communities.** A reoccurring issue that was raised in the meetings was the need to improve and maintain the sidewalk system to enhance connectivity to essential destinations.

The meetings were held in August 2023 and included nineteen members representing:

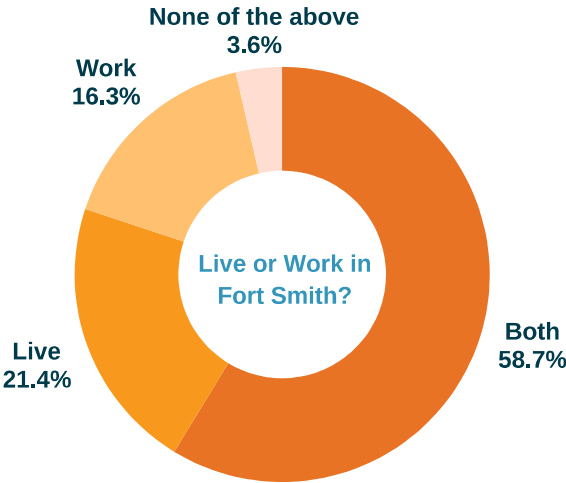
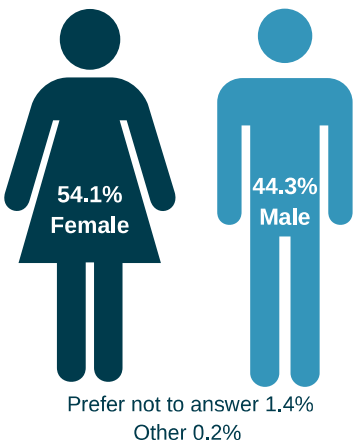
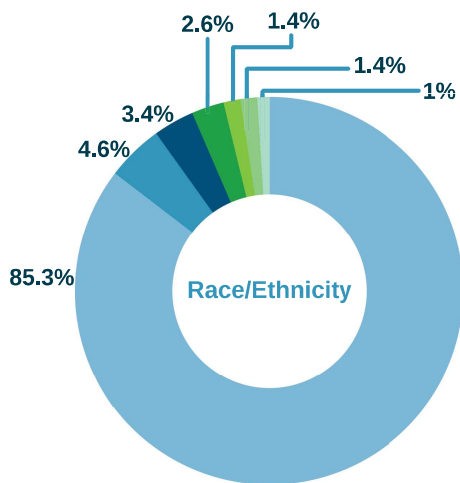
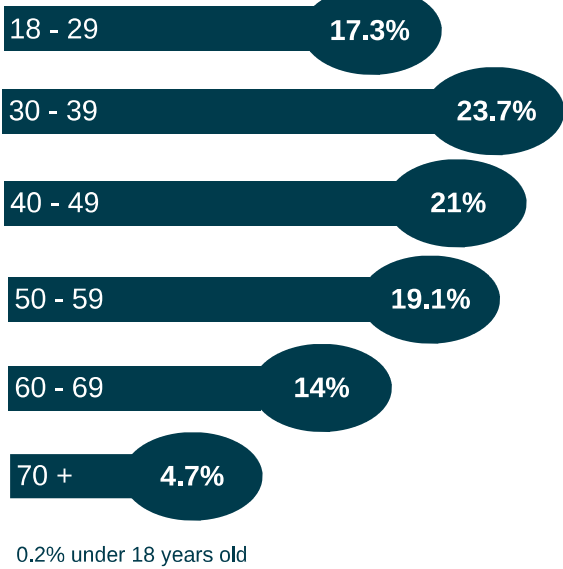
- Boys & Girls Club
- Clayton House
- Fort Smith First United Methodist Church
- Fort Chafee Redevelopment Authority
- Fort Smith Parks Commission
- 64.6 Downtown
- Future Fort Smith Committee
- River Valley Cycling Club
- Scott's Bike Shop
- City of Alma, AR
- Sebastian County Government
- City of Van Buren, AR
- City of Greenwood, AR
- Fort Smith Planning Department
- Fort Smith Streets & Traffic Control Department
- Fort Smith Transit
- Fort Smith Public Schools



# Community Survey

An online project survey was made available in both Spanish and English for the public during the planning process. The survey was designed to gather community feedback on usage, preferences, challenges, and desires for active transportation in Fort Smith. The survey, comprised of 40 questions, received 903 responses from the community. The survey was originally made available between November - December 2022 and then closed until it was reintroduced from September 2023 - June 2024. All respondents were asked to provide demographic information. Most respondents were between the ages of 30-39, female, white or caucasian, and live and work in Fort Smith. See Appendix B for full details of the survey.

## Age





# Key Survey Insights

50.2% of respondents indicated that they did not feel safe or comfortable riding a bike in Fort Smith, listing the top factors that discourage biking and walking in Fort Smith as:

- 1 Lack of Connectivity
- 2 Unsure of Safe Routes
- 3 Deficient Maintenance of Existing Facilities

While a total of 58.7% of the respondents either do not ride, never ride, or ride a bicycle a few times a year in Fort Smith, 95.8% of respondents stated that they agreed with the statement ***“I support improving bicycling conditions within our community whether I ride or not.”***

Agree  
95.8%

No Preference 2.3%  
Disagree 1.9 %

57.1% of respondents stated that it was very important to them to improve the bicycle conditions in Fort Smith, and 76.7% of respondents stated that improving the walking conditions was very important to them, but the top barriers listed that impaired mobility on streets, roads, and sidewalks were:

- 1 Lack of Sidewalk Connectivity or Unpaved Gaps
- 2 Lack of Sidewalk Maintenance
- 3 Poor Lighting

97.2% of respondents indicated that they would use a greenway more often if it were closer to them, and 92.5% of respondents stated that they preferred greenways as their top bicycle facility choice (and were able to list up to three options).

See Appendix B for full details of the survey.

***Would you use greenways more often if they were closer to you?***







## Public Input Sessions

During the planning process, six in-person public input sessions were conducted to highlight the plan, educate participants, and gain valuable community feedback. The locations and times for the sessions were intentionally selected to ensure that a broad and diverse constituency could participate. The family-friendly sessions included light snacks, drinks, and activities to engage children and youth. **The Move Fort Smith planning process engaged with approximately 260-280 individuals through in-person public input sessions.**

### October 2023

The initial sessions were held in October 2023. The first session was hosted at the Elm Grove Community Center at Martin Luther King Park on October 3, 2023. Approximately 20-25 participants interacted with maps throughout the evening and indicated the top places they would like to travel to on foot or bike. During the same evening, the project team engaged with approximately 125 citizens at a booth at The National Night Out. The participants were asked to list the top three places they'd like to walk or ride to, and the project team passed out cards that gave participants more information about the project survey.

On October 4th, 2023, an additional community engagement session was held at Forefront Church in the Fianna Hills. Approximately 25-30 participants had the chance to interact with the maps listing the key connections that they'd like to see to improve bike and pedestrian connectivity.





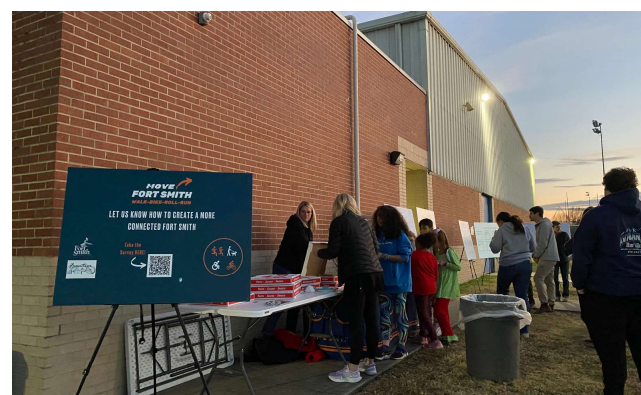


## December 2023

In December 2023, the third and fourth public engagement sessions were conducted. The sessions were held at the Goldtrap Boys and Girls Club on December 13, 2023, and at the Stephens Boys and Girls Club on December 14, 2023. The events were family-friendly at which Fort Smith citizens could provide feedback on the Active Transportation Plan. Participants had an opportunity each evening to mark up the current network map with their feedback and place stickers ranking the priority of destinations they'd like to walk and ride to. Approximately 60-70 residents participated in both of these events.

## May & June 2024

The final public input sessions were held in the spring of 2024. A session was held at Creekmore Community Center on May 31, 2024, and at the Levitt AMP Music Series at Riverfront Park on June 13, 2024. At both sessions, the community had the chance to review the catalytic projects and add comments. The final input sessions provided the opportunity to engage the community for final feedback on the final draft of the network prior to the presentation to the city. Approximately 30 residents participated in both these events.







## Community Events

Additional community feedback was gathered at various events in the spring of 2024.

- **Fort Smith Farmers Market - April 27, 2024**

Community members attending the Farmers Market had the chance to interface with the network maps and provide comments. Approximately 15-20 residents engaged in this event.

- **First Presbyterian Church Community Dinner - June 2, 2024**

Members of the community at First Presbyterian's community dinner had the opportunity to provide feedback on network maps and list priorities for biking and walking in Fort Smith. Approximately 150 people attended the dinner, of which approximately 40 engaged in the planning exercises.

- **Fort Chaffee Artisan Market - June 15, 2024**

Community members attending the Fort Chaffee Artisan Market had the chance to provide feedback on network maps and vote on their top priorities for walking and biking in Fort Smith. Approximately 25 residents engaged with the maps and prioritization exercises.





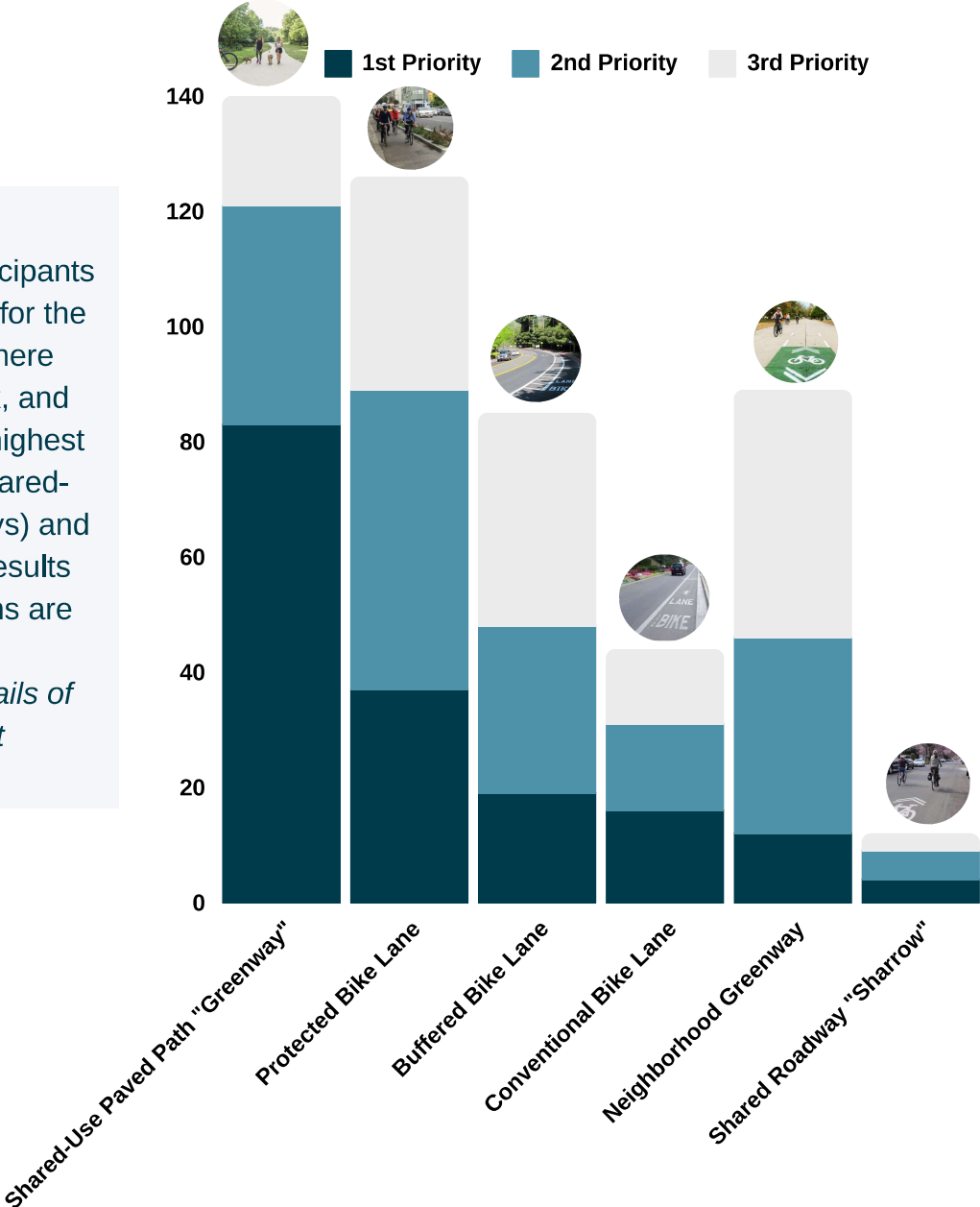


# Key Public Insights

Types of Places to Ride, Walk, & Roll

## Public Voting

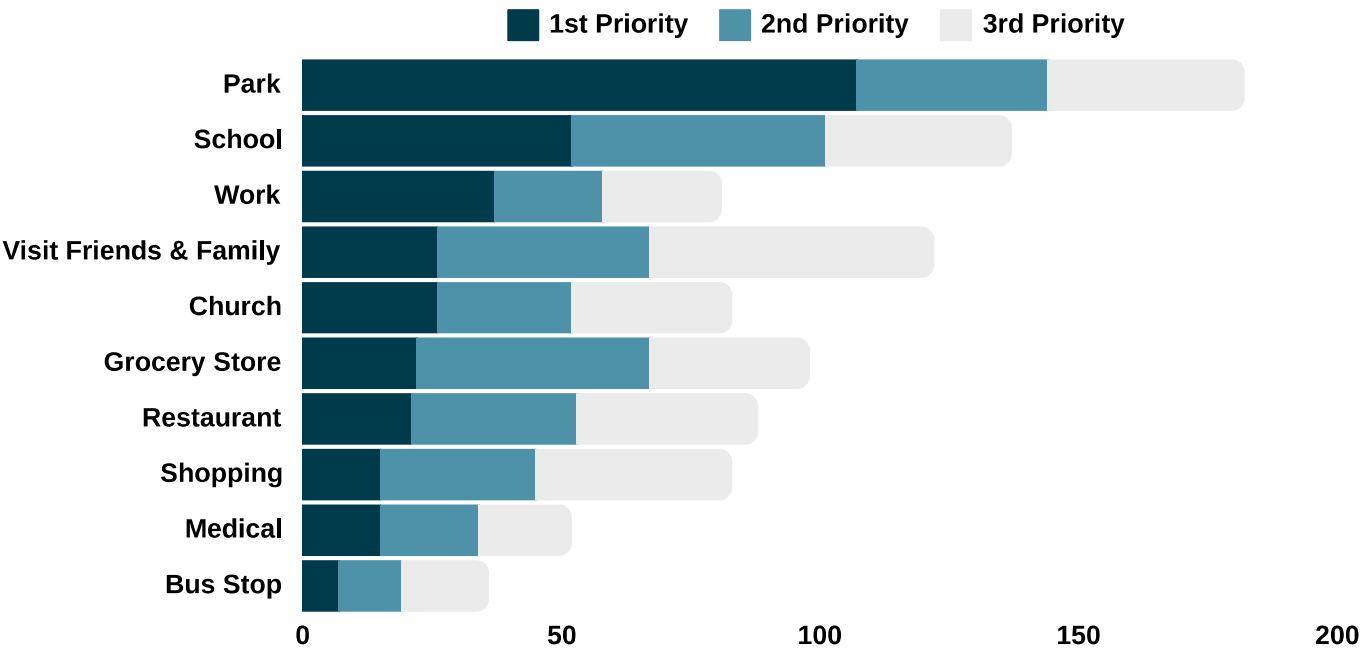
During input sessions, participants had the opportunity to vote for the top three types of places where they would like to ride, walk, and roll. Votes for the first and highest priority facilities were for shared-use paved paths (greenways) and protected bike lanes. The results from all public input sessions are indicated in the table. See Appendix C for full details of responses from public Input sessions.





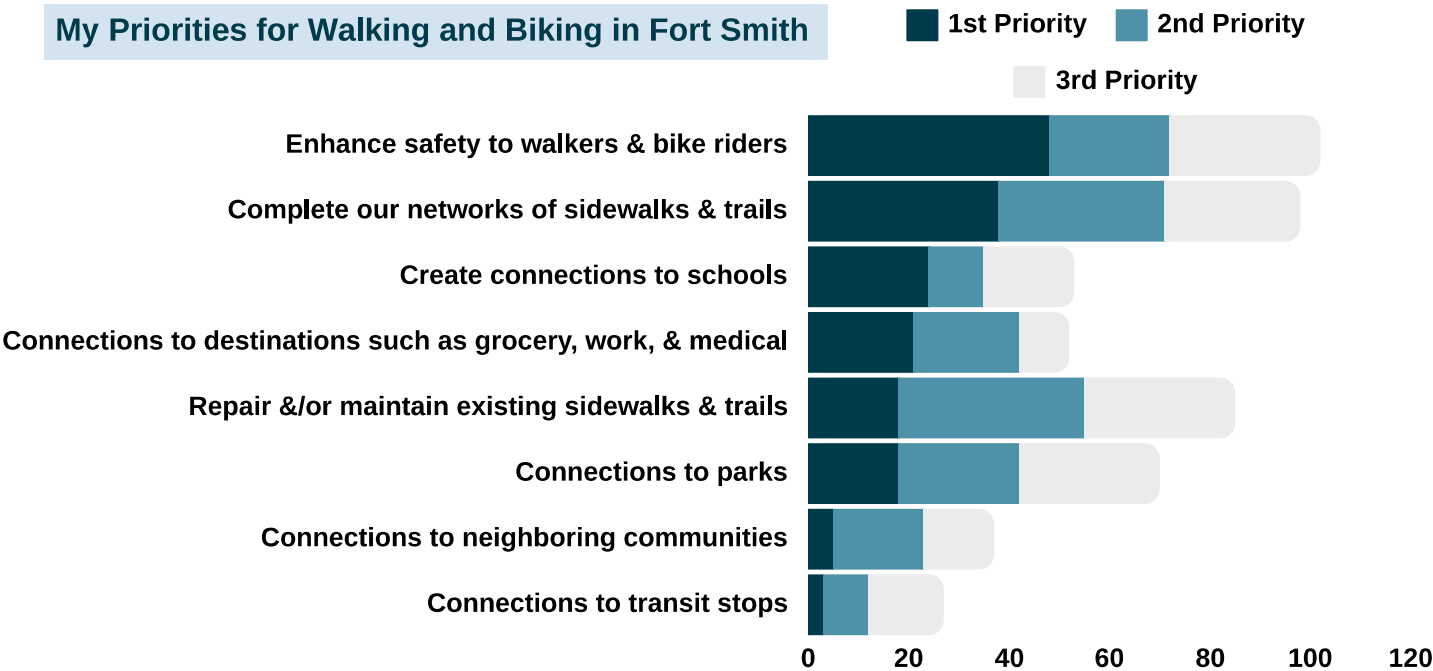
Public input session participants had the opportunity to rank the top three destinations where they would like to ride or walk. The community indicated that parks and schools were the highest priority destinations. The results from all public input sessions are indicated in the table below.

### Places I'd Like to Ride and Walk



Participants also had the opportunity to vote for their top three priorities for walking and biking in Fort Smith. Votes for the first and highest priority were for enhancing the safety of walkers and bike riders, along with completing the network of sidewalks and trails. The results from all public input sessions are indicated in the table below.

### My Priorities for Walking and Biking in Fort Smith







# 05

## Network Inventory & Mapping



# Existing Conditions

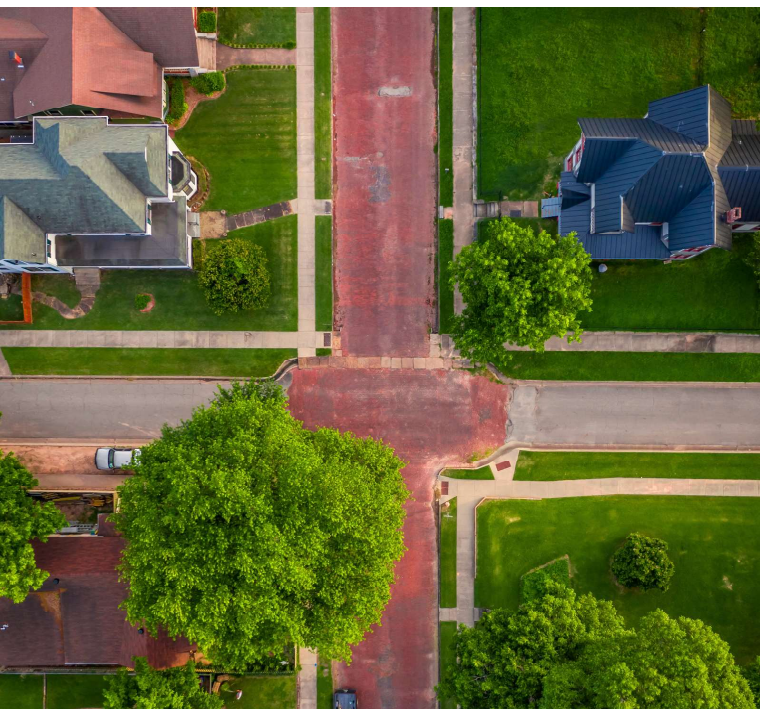


## Shared-Use Paved Paths & Mountain Bike Trails

There is a total of 26 miles of shared-use paved paths and sidepaths present in Fort Smith today. The highest mileage shared-use paved paths include the Riverfront Trail and Fort Chaffee greenways. Several mountain bike/multi-use bike trails can be found at various locations such as Ben Geren Park, with a total of 24.7 miles in the city.

## On-Street Bicycle Facilities

The City of Fort Smith has a total of 7.8 miles of on-street mixed traffic and signed bicycle routes. The Blue Lion Bikeway is a shared route with “sharrows” connecting the University of Arkansas Fort Smith to downtown.



## Sidewalks

The City of Fort Smith has a vast sidewalk network with many dense regions.



# Existing Network

## City of Fort Smith 2024

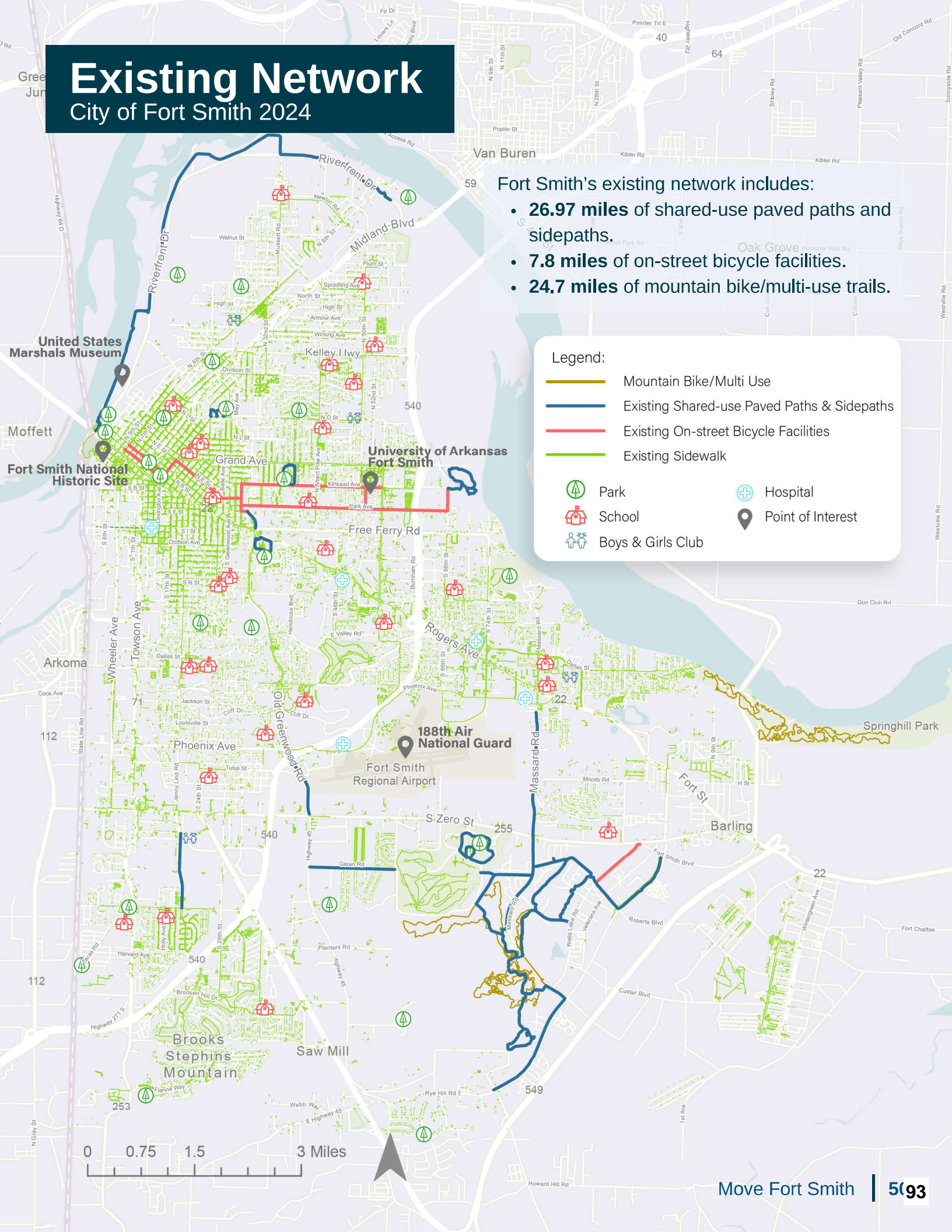
Fort Smith's existing network includes:

- **26.97 miles** of shared-use paved paths and sidepaths.
- **7.8 miles** of on-street bicycle facilities.
- **24.7 miles** of mountain bike/multi-use trails.

### Legend:

- Mountain Bike/Multi Use
- Existing Shared-use Paved Paths & Sidepaths
- Existing On-street Bicycle Facilities
- Existing Sidewalk

- Park
- School
- Boys & Girls Club
- Hospital
- Point of Interest





# Public Transit Routes

City of Fort Smith 2024

## Legend:

### Public Transit Routes

- Grand
- Jenny Lind
- Midland
- Rogers Express
- Rogers SC
- Shuttle
- Towson

### Bus Stops

- Grand
- Jenny Lind
- Midland
- Rogers Express
- Rogers SC
- Shuttle
- Towson

Point of Interest





# Integrating the Public Transit System

The Fort Smith Transit (FST) Department strives to provide a safe, efficient, and affordable public transportation system to improve the quality of life for the citizens of Fort Smith, Arkansas. The transit system is a lifeline for many Fort Smith residents and provides over 80 miles of routes and 436 stops throughout the city. The buses are clean and efficient and help connect people to destinations across the city. The proposed active transportation network leveraged the existing transit routes and stops to extend the places residents reliant on the transit system and active forms of transportation can connect to. The proximity of proposed routes to existing transit stops was a criterion in prioritizing proposed routes in this plan.

## Recommendations to Integrate Active Transportation and the Transit System:

1. The city's Transit and Mobility Departments can work closely to develop maps that indicate how users can walk or bike from neighborhoods to transit stops. These maps can be placed on the websites of each department.
2. The city can develop a joint marketing campaign to promote how residents can navigate the city via the transit system and active transportation network. This would present an opportunity to promote the transit system's inclusion of bike racks on all buses.
3. The city can consider identifying specific "AmBUSsadors" who use the transit system alongside a bike to connect to destinations across the city.





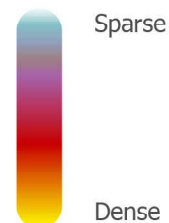
# Density of Trip Generators

City of Fort Smith 2022

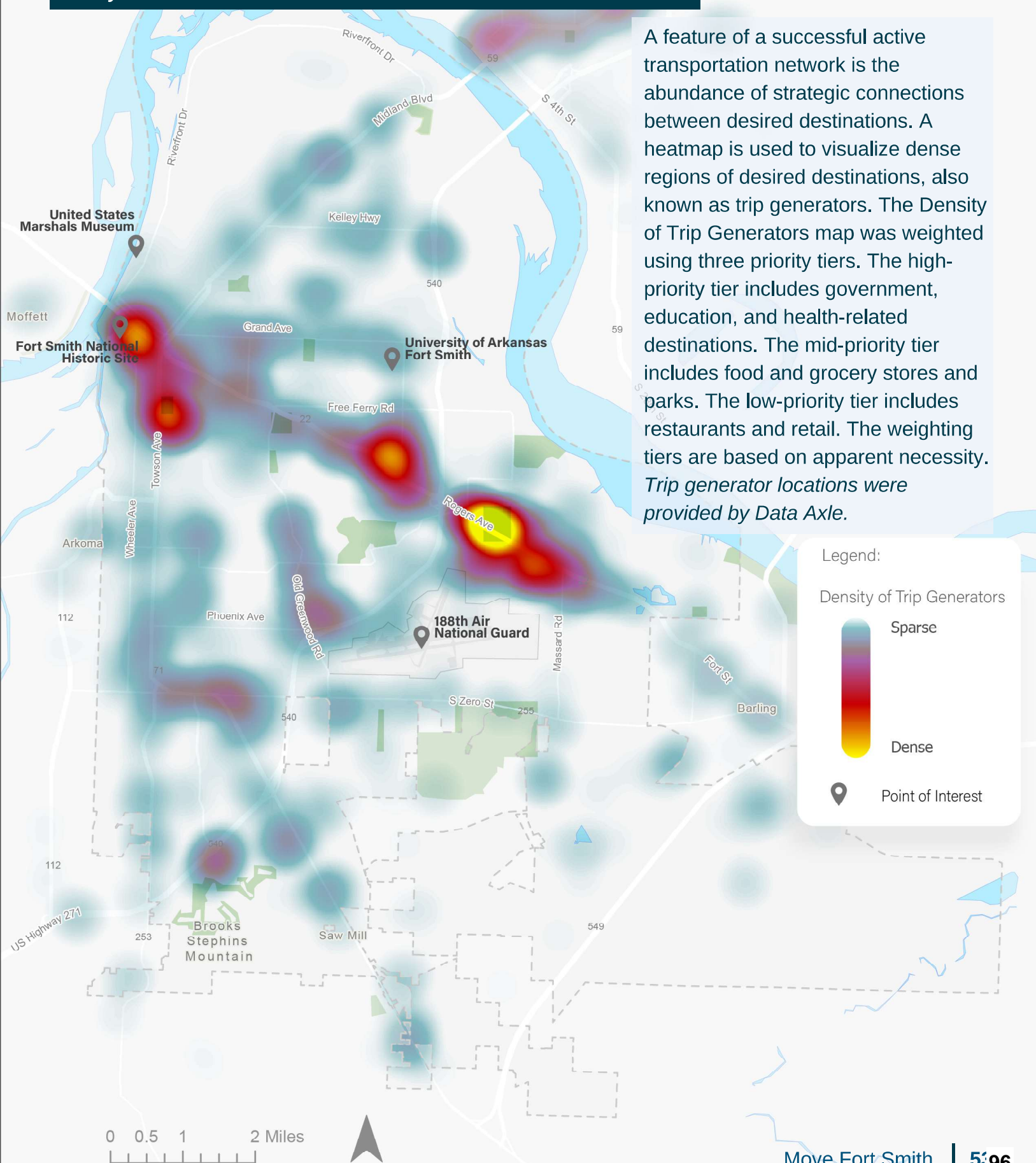
A feature of a successful active transportation network is the abundance of strategic connections between desired destinations. A heatmap is used to visualize dense regions of desired destinations, also known as trip generators. The Density of Trip Generators map was weighted using three priority tiers. The high-priority tier includes government, education, and health-related destinations. The mid-priority tier includes food and grocery stores and parks. The low-priority tier includes restaurants and retail. The weighting tiers are based on apparent necessity. *Trip generator locations were provided by Data Axle.*

Legend:

Density of Trip Generators



 Point of Interest







06

## Proposed Bicycle & Pedestrian Network



# A Useful and Successful Network



## SAFE

Pedestrians, people on bikes, and anyone not utilizing a motorized vehicle are considered vulnerable road users. Vulnerable road users can be exposed to traffic and other variables that can leave them open to physical danger when moving about a city. The safety of vulnerable road users must be a primary goal of any active transportation plan. With safety as the primary goal, participation in riding bikes and walking can increase.



## COMFORTABLE

Prioritizing the comfort of an active transportation system for users of all ages and abilities can help encourage additional usage and increase the equity of the system. Focusing on reducing points of conflict, creating separation between vulnerable users and vehicles, and reducing unnecessary transitions are ways to increase the comfort level for a diverse number of users.



## CONNECTED

City residents require the ability to connect to useful destinations such as grocery stores, medical offices, schools, and parks. Developing a plan for infrastructure that ensures connectivity to these essential resources helps residents thrive and decrease dependence on vehicular travel.




Photo Courtesy of 64.6 Downtown



# Proposed Facility Types

A successful active transportation network includes context-sensitive solutions for safety, comfort, and connectivity. To that end, the Move Fort Smith Plan has identified the following facility types to achieve the goals of this plan.


## Shared-Use Paved Paths & Sidepaths



Shared-use paved paths (SUPP) and sidepaths (SP) are typically a minimum of 10 feet in width and are designed for walkers, runners, bike riders, and people who utilize mobility devices. SUPPs are often called the “Interstate” of active transportation systems. They are designed to move people quickly, safely, and efficiently. The main drawback of SUPPs is that they tend to have a higher cost than other types of facilities and often require acquiring rights of way or easements. Sidepaths are similar in design and function to a SUPP but differ in that SPs are constructed along roadways, where SUPPs are separate from a roadway.



## Neighborhood Greenways/Bicycle Boulevards (Mixed Traffic)



Many communities have an abundance of quiet residential streets that can serve a valuable role in building an active transportation system. These streets will have much less traffic, slower speeds, and often have an existing tree canopy, which adds to the experience. Typically, these streets can be utilized to accommodate bicycle users with the addition of signage and elements to calm traffic. These facilities tend to be a very affordable way to activate neighborhoods and get people moving. These facilities are appropriate where posted speeds are 25 MPH or less and an AADT of less than 3,000.

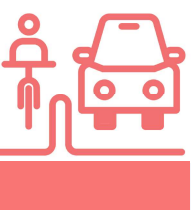






## Revitalized Alleyways

Fort Smith has an abundance of existing alleyways, particularly in downtown and areas north of Grand Avenue. Many of these alleyways are underutilized, overgrown, and not regularly maintained. There is an opportunity to reimagine these alleyways and revitalize them to include shared-use routes that can be used for people on bikes, pedestrians, and vehicles. It is recommended that these alleyways be revitalized with new surfaces, either concrete or pavement, lighting, and signage. As each alleyway can frequently intersect city streets, RRFBs, crosswalk markings, and signage will need to be installed to ensure the safety of all users. Finally, it is recommended that the city develop an alleyway access plan to address the direction of vehicle traffic.



## Separated/Protected Bike Lanes

Protected bike lanes, or cycle tracks as they are often called, are designed for people on bikes and mobility devices. A protected bike lane can either be a two-way (both directions on the same side of the road) or a one-way, with that being on one side of the road or on both sides. Separated bike lanes provide a 3-5 foot painted buffer and/or some sort of physical separation between users and vehicular traffic. This separation can be in the form of plastic pylons (bollards), planters, or even a curb or median. The protection helps create a much higher level of safety and can encourage people of all ages and abilities to utilize it. Protected bike lanes are being installed in cities nationwide and are an efficient and cost-effective way to right-size a roadway and provide use for active transportation users.







## High Intensity Activated Crosswalk (HAWK)

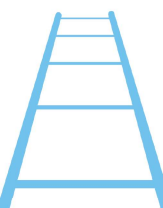
At a HAWK crossing, drivers receive multiple cues to emphasize the potential presence of a pedestrian. These cues include a unique configuration of the HAWK beacon (two red lenses over a single yellow lens), high-visibility crosswalk markings (ladder-style markings as opposed to only two transverse white lines), a stop bar approximately 50 ft from the crosswalk, 8-inch solid lane lines between through travel lanes, signs that can be illuminated and read "CROSSWALK," and School Warning signs. When activated, the HAWK uses a red indication to inform drivers to stop, thereby creating a time period for pedestrians to cross the major roadway.



## Rectangular Rapid Flashing Beacon (RRFB)

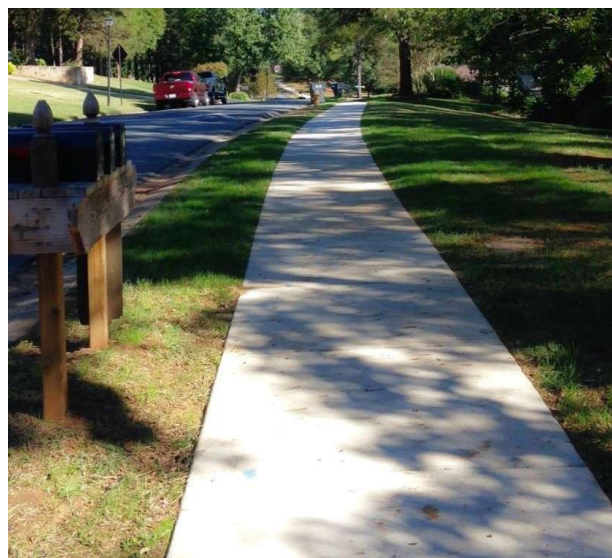
To enhance pedestrian conspicuity and increase driver awareness at uncontrolled, marked crosswalks, transportation agencies can install a pedestrian-actuated Rectangular Rapid Flashing Beacon (RRFB) to accompany a pedestrian warning sign. RRFBs have two rectangular-shaped yellow indications, each with a light-emitting diode (LED)-array-based light source. RRFBs flash with an alternating high frequency when activated to enhance the conspicuity of pedestrians at the crossing to drivers. RRFBs have been shown to reduce pedestrian crashes by up to 47%.

*Research Report 841 Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments, NCHRP (2017)*



## Sidewalks

Sidewalks can vary in width, quality, and connectivity. The desired width of a sidewalk is 6 feet wide and the surfaces should be smooth and free from breaks and unnecessary transitions. Sidewalks are important in moving people around a city safely and efficiently. Sidewalks are typically reserved for people on foot or using mobility devices. It's a good idea to think through how and when bikes can use sidewalks, especially where no other safe options for bikes exist. Everyone desires to get to a store, home, or work without stepping in mud or walking in the street with vehicles.







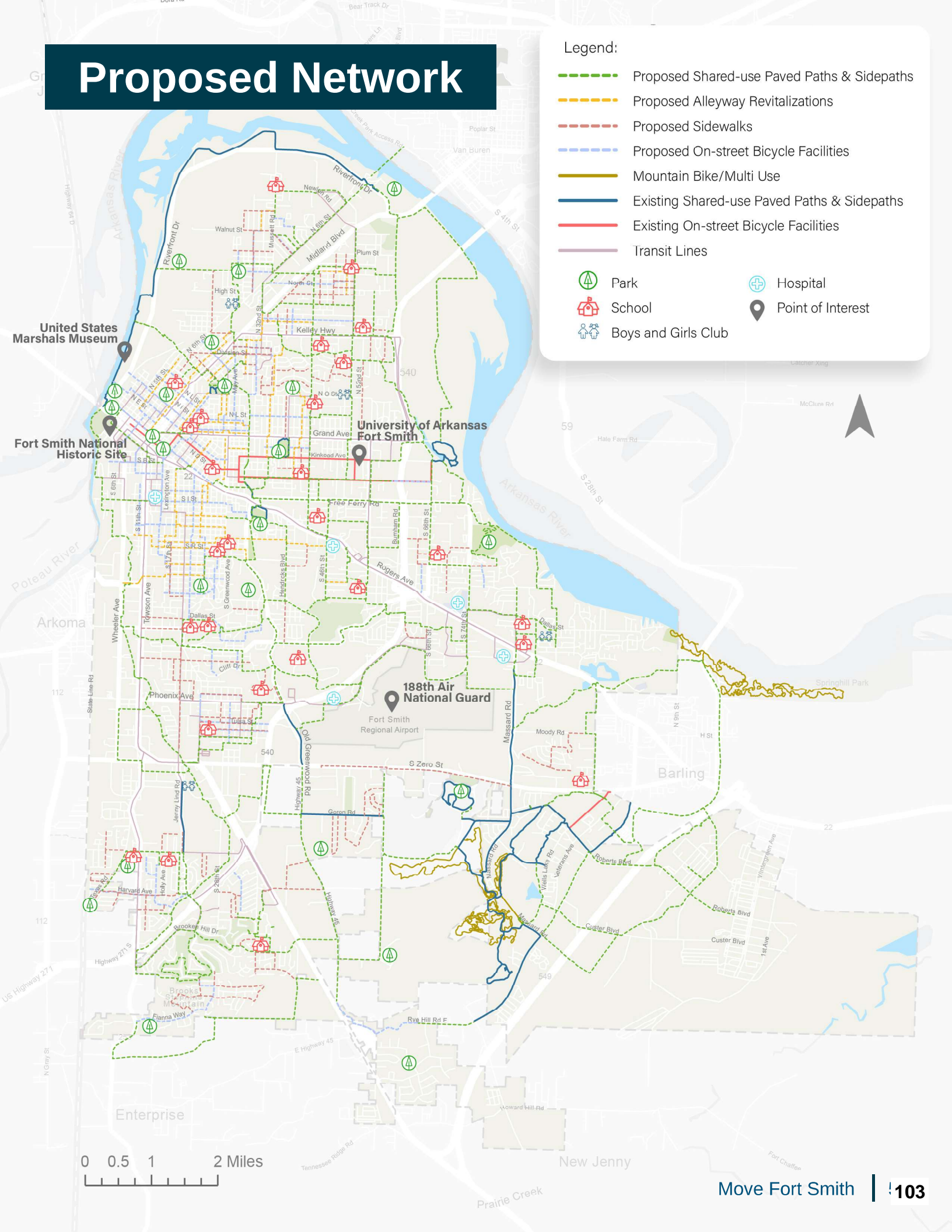


# Proposed Network

## Legend:

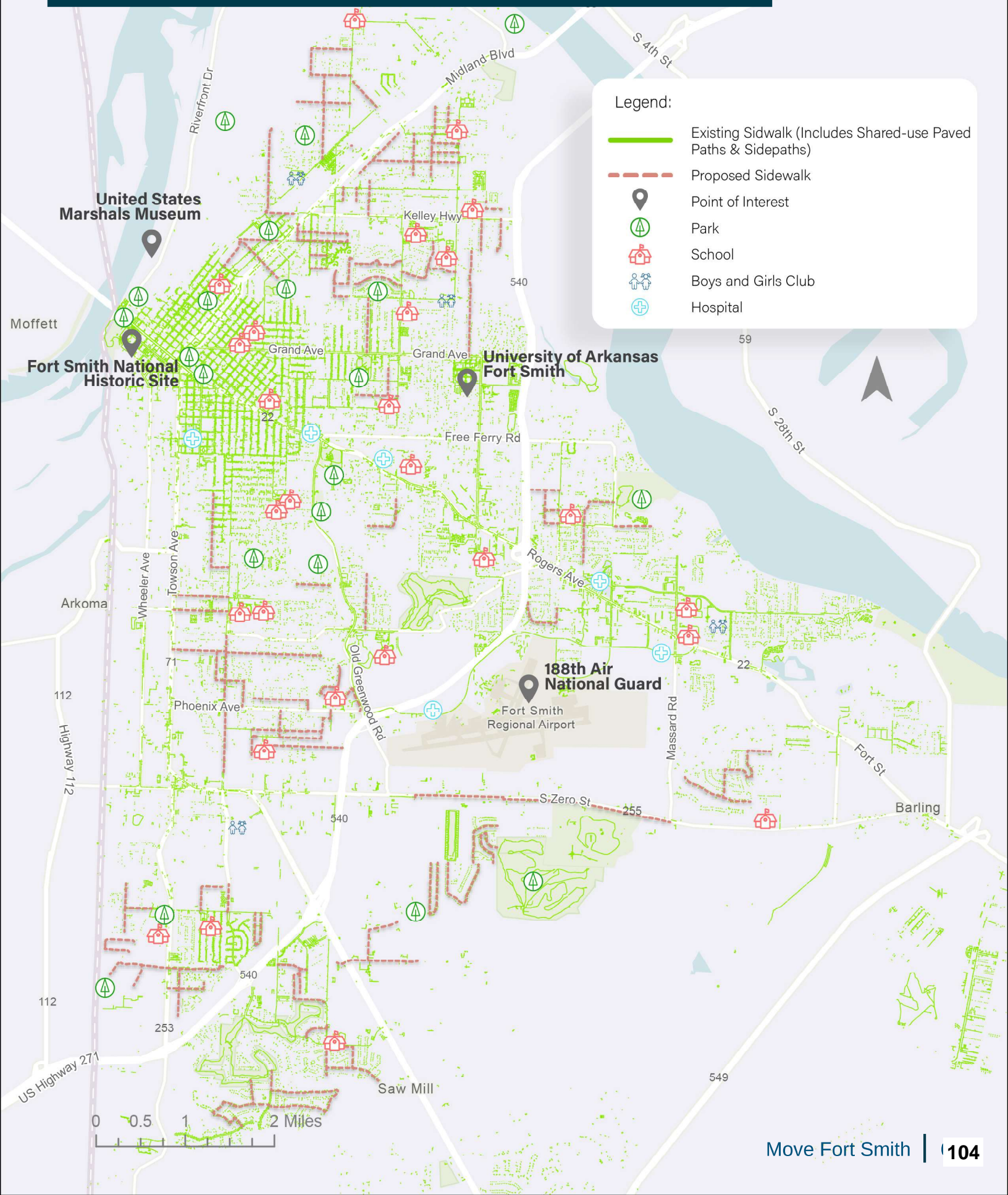
- Proposed Shared-use Paved Paths & Sidepaths
- Proposed Alleyway Revitalizations
- Proposed Sidewalks
- Proposed On-street Bicycle Facilities
- Mountain Bike/Multi Use
- Existing Shared-use Paved Paths & Sidepaths
- Existing On-street Bicycle Facilities
- Transit Lines

-  Park
-  School
-  Boys and Girls Club
-  Hospital
-  Point of Interest





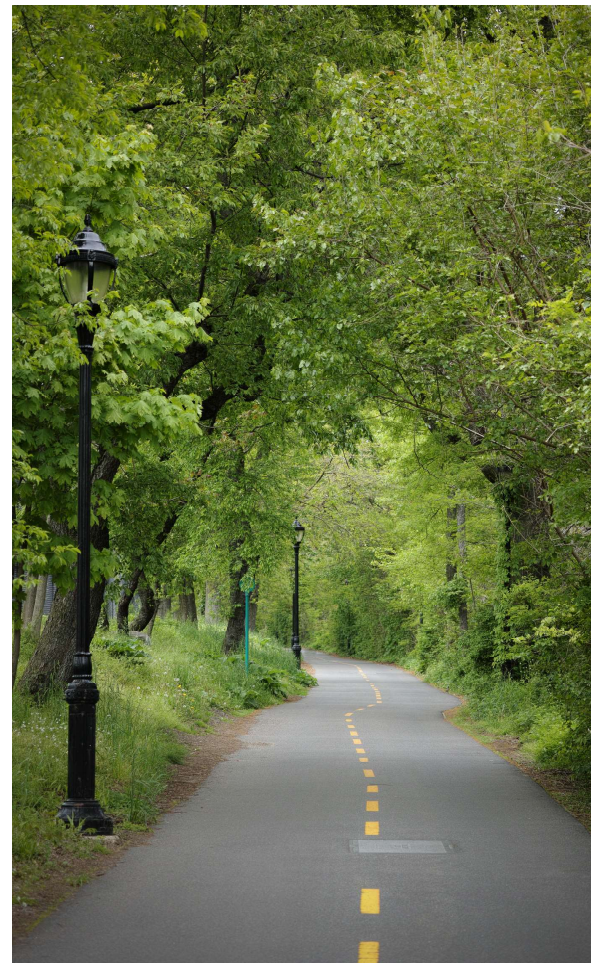
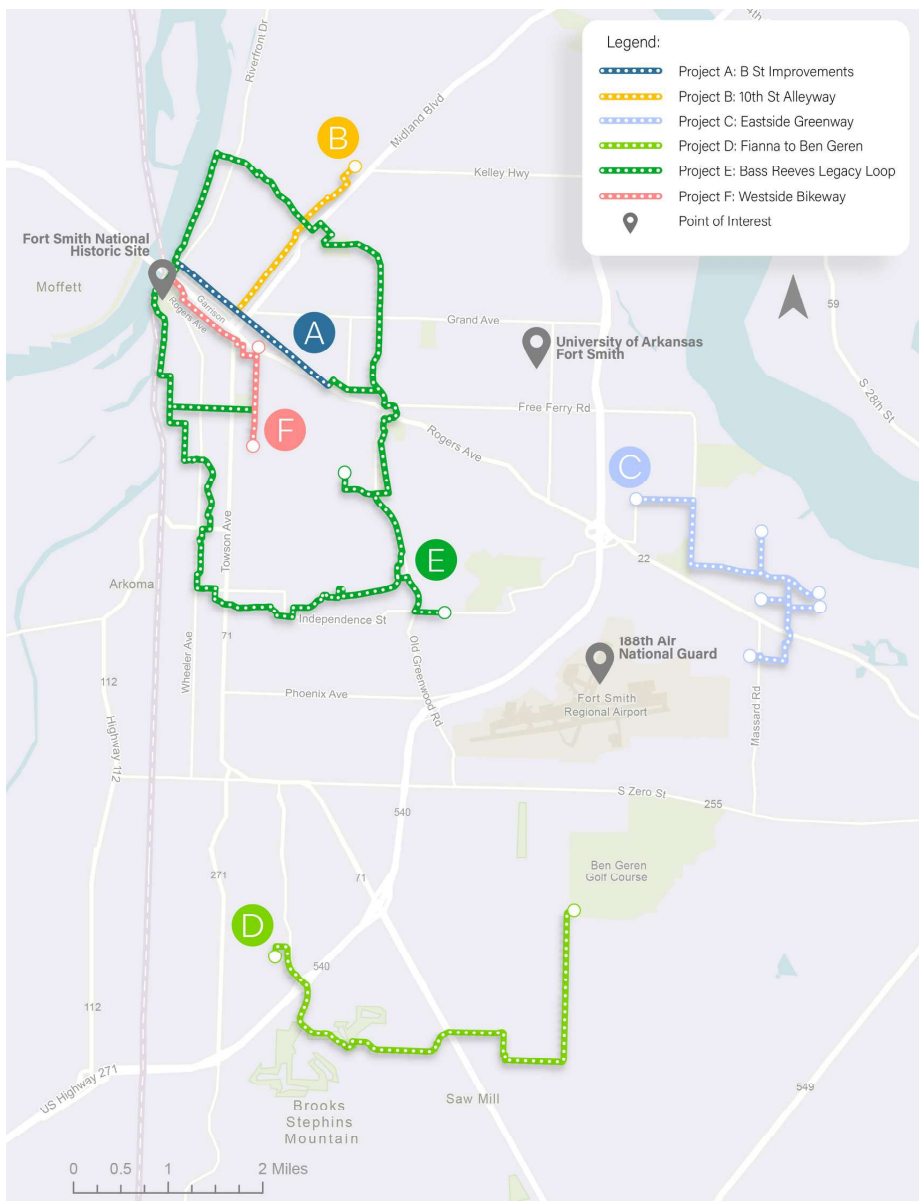
# Proposed & Existing Sidewalks





# Catalytic Projects

Catalytic projects are defined as projects that represent a high priority in that, upon completion, they can have the greatest potential impact on the community. Catalytic projects can serve as a rallying point for the community and generate excitement and momentum for further development. For this project, six catalytic projects have been studied. Factors such as geographic distribution, ease of implementation, project readiness, connectivity, safety, and connections to schools and parks were considered when identifying each project. Each catalytic project is reflected on the following pages and includes a short narrative, plan-level site map, and general considerations.





# B Street: Multi-Modal Safety Improvements

N 25th Street to Riverfront Drive

1.34 miles

Estimated Cost: \$1,125,000-1,250,000

Catalyst Project A

## Overview

The B Street corridor is currently a one-way street between 37' and 41 feet wide. The traffic counts along this corridor are conducive to a road reconfiguration, including a two-way protected bike lane on the North side of B Street. This corridor connects Downtown Fort Smith, Northside High School, and many established neighborhoods.

## Opportunities

- Creating safe and comfortable bicycle connections between downtown, Northside High School, and neighborhoods
- Slower traffic speeds

## Challenges

- Reducing existing on-street parking will require outreach and education.
- Changing the traffic flow and patterns on this corridor will require outreach and education.

## Critical Connections







# North B St | Multi-Modal Safety Improvements

*This rendering represents a draft concept for a road reconfiguration on N. B St. It is to be used for discussion purposes only. Further study and design will be needed for the concept to be considered complete.*

- Revitalization of North B Street
- Increasing access to Northside High School and Downtown Fort Smith
- Increasing safety for all modes of transportation, thereby contributing to meeting the goals of the city's "Vision Zero" policy statement





# 10th Street Alleyway | Catalyst Project B

Kelley Highway to North B Street

1.71 miles Estimated Cost: \$3,290,460-\$3,590,000

## Overview

Fort Smith has an extensive system of existing alleyways. Many of these alleys are currently underutilized and blighted. An opportunity exists to revitalize these alleys and develop shared-use corridors (vehicles, bikes, pedestrians) that will increase connectivity and accessibility for many residents.

## Opportunities

- Rights of way will not be required as the city maintains easements within these alleyways.
- Cost-effective solution to provide connectivity
- Leveraging existing transit route

## Challenges

Education and outreach will be required to help all users understand the dynamics of a shared-use corridor.

## Critical Connections



### Legend:

 10th Street Alleyway

 HAWK

 RRFB

 Point of Interest

Riverfront Amp

Fort Smith National  
Historic Site

0 0.13 0.25 0.5 Miles

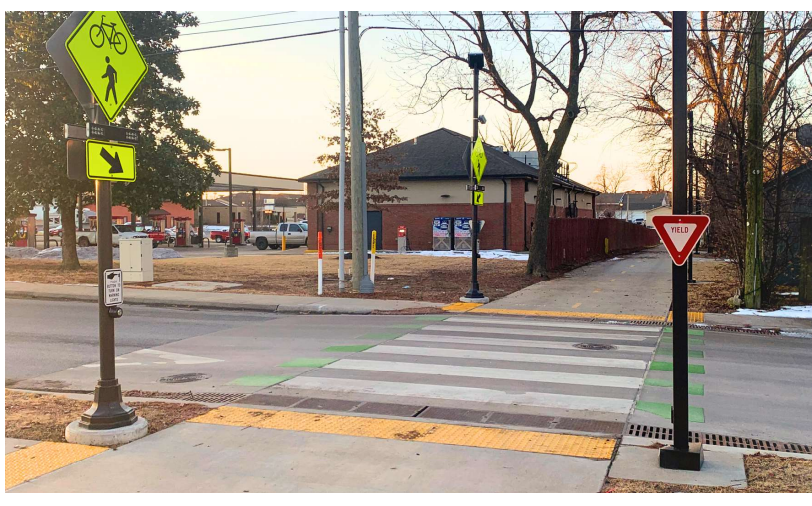
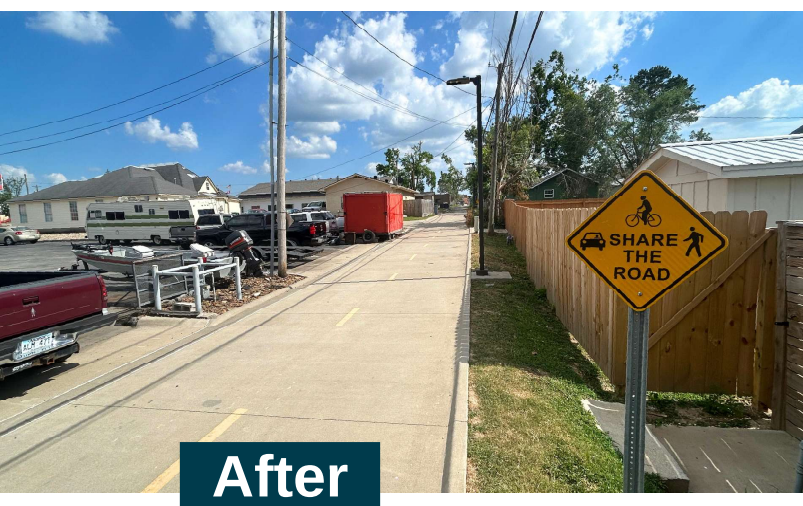
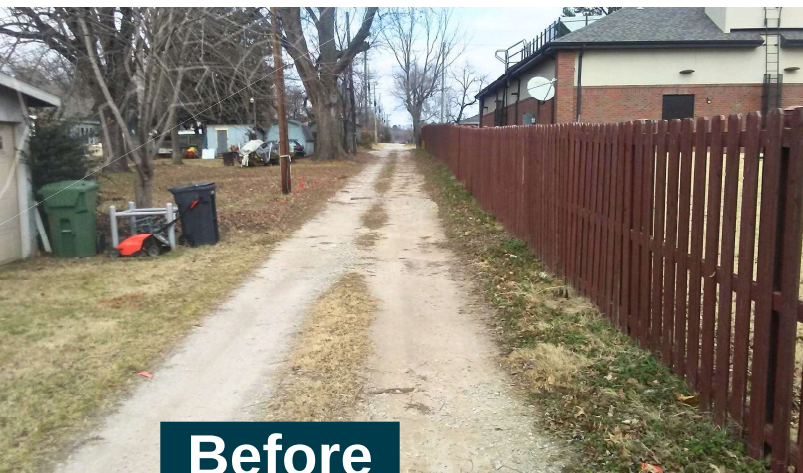


# 10th Street Alleyway | Kelley Highway to North B Street

## Peer Community Case Study: Rogers, AR

In 2017, Rogers, AR, was working to complete a key shared-use paved path connection from the Razorback Regional Greenway to Downtown Rogers, called the Railyard Loop. The city studied the corridor and found few options to create a safe and comfortable connection along 2nd Street. Upon further study, the city developed a unique solution to an approximately 1-mile section of the Railyard Loop by revitalizing an existing alleyway. The city designated this as a mixed-traffic facility to prevent disrupting businesses and residences in the area, allowing vehicles to access businesses and residences along the alleyway. The city installed lighting, raised street crossings, and RRFBs to increase user safety. The vehicle volume is currently very low, and the new section of the Railyard Loop is widely used by people on foot and by bike. See below for before and after photos.

## Railyard Loop





# Eastside Greenway

Catalyst Project C

S 66th Street to Massard Road

4.27 miles

Estimated Cost: \$3,278,476-\$3,578,000

## Critical Connections



## Overview

The East Side Greenway- Phase 1 is envisioned as a 10-foot wide shared-use paved path. Upon completion, this project will create safe and comfortable connections for a significant number of residents. Key connections and spurs are proposed to the Walmart Supercenter, schools, and neighborhoods.

## Opportunities

- Safe and comfortable active transportation connections to schools, shopping, and retail
- Creates direct connections from multiple neighborhoods

## Challenges

Constructing shared-use paved paths in this area will be costly.



Legend:

 Eastside Greenway

 HAWK

 Point of Interest

0 0.25 0.5 1 Miles



# Fianna to Ben Geren Park | Catalyst Project D

Jenny Lind Road/Brooken Hills/Burroughs/Commerce

3.47 miles      Estimated Cost: \$3,135,142-\$3,435,000

## Critical Connections



Legend:

Fianna to Ben Geren

HAWK

RRFB

Point of Interest

## Overview

The Fianna Hills to Ben Geren Park connection is envisioned as a 10-foot wide shared-use paved path. The project will create a safe and comfortable active transportation corridor between established neighborhoods.

## Opportunities

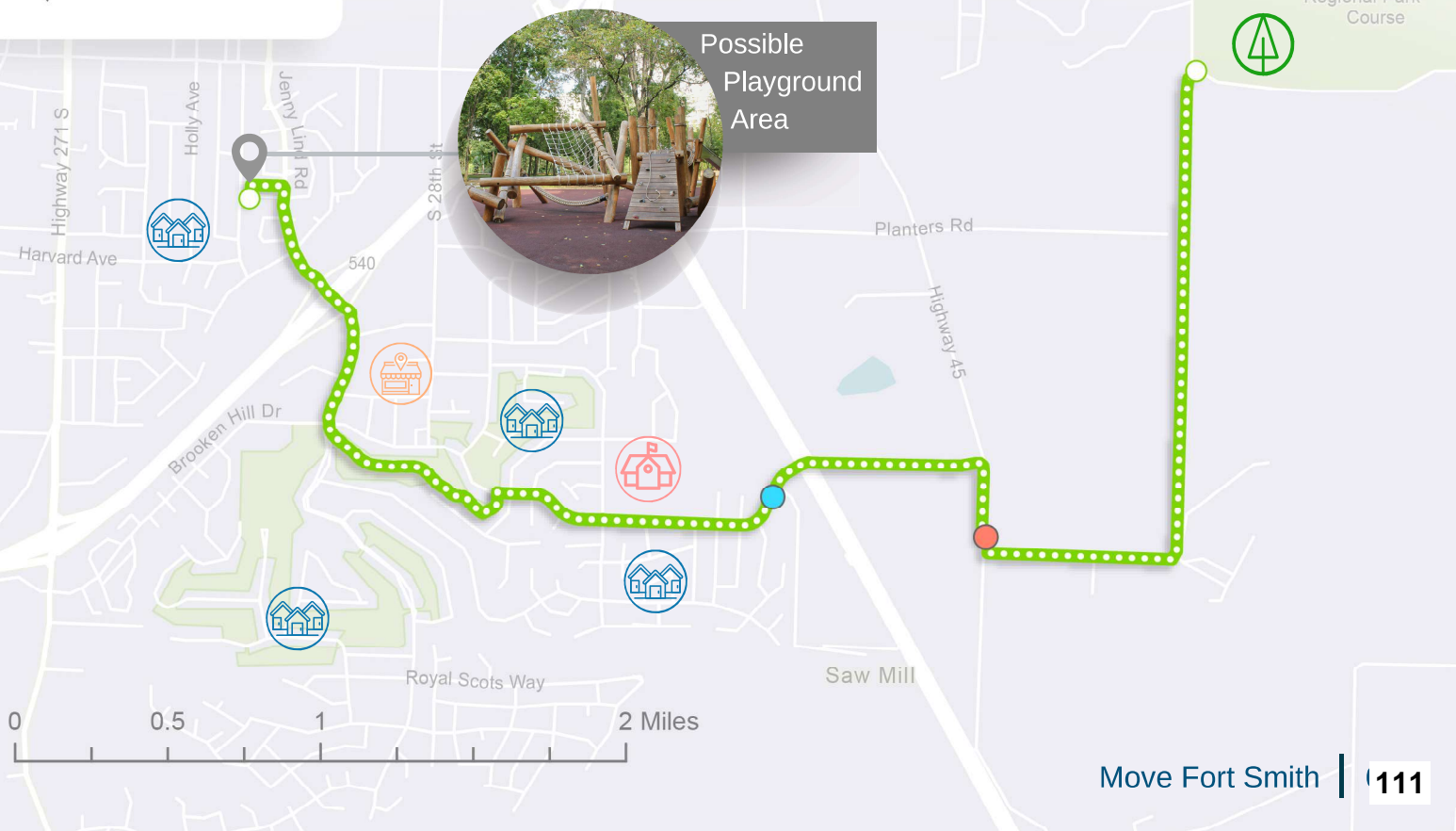
- Creates an active transportation corridor between established neighborhoods
- Creates access for many neighborhoods to navigate 1-540
- Safe and comfortable connection to Cooke Elementary

## Challenges

Careful design attention will be needed to create safe bicycle and pedestrian crossings of the on and off-ramps from I-540.



Possible  
Playground  
Area





# Westside Bikeway | Catalyst Project E

Lexington Avenue to B Street across Garrison Avenue

2.05 miles Estimated Cost: \$1,716,665-\$1,888,332

## Critical Connections



## Overview

The Westside Bikeway catalyst project envisions a corridor that embraces multimodal transportation and increased safety for all users. The inclusion of protected bike lanes along Lexington Avenue, as well as shared-use routes on B Street S and S. 10th Street, will create a safe and comfortable connection for pedestrians and bike riders.

## Opportunities

- Increasing connectivity for active transportation users
- Beautification of the corridor
- Increases in safety for active transportation users.
- Leverages current planning and design work along Rogers Avenue, which includes a sidepath on the south side of the street.

## Challenges

Changing traffic patterns along Lexington Avenue will require additional outreach and education.



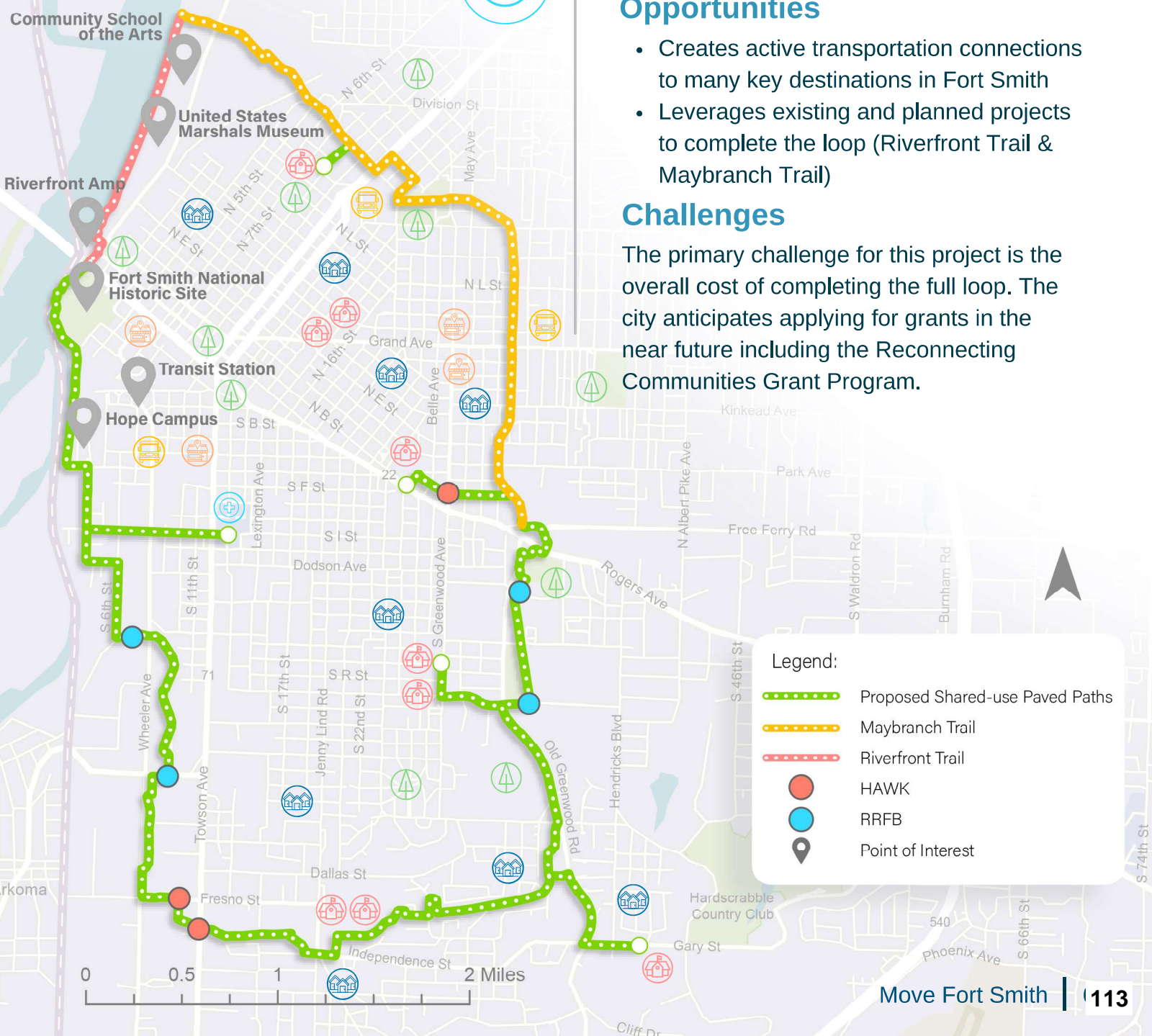


# Bass Reeves Legacy Loop | Catalyst Project F

Connecting Key Destinations in the City

9.00 miles Estimated Cost: \$24,987,000

## Critical Connections



## Overview

The Bass Reeves Legacy Loop is envisioned as a 10' wide shared-use paved path. The identified route creates a safe and comfortable loop of the city, connecting many key destinations and attractions.

## Opportunities

- Creates active transportation connections to many key destinations in Fort Smith
- Leverages existing and planned projects to complete the loop (Riverfront Trail & Maybranch Trail)

## Challenges

The primary challenge for this project is the overall cost of completing the full loop. The city anticipates applying for grants in the near future including the Reconnecting Communities Grant Program.

### Legend:

- Proposed Shared-use Paved Paths
- Maybranch Trail
- Riverfront Trail
- HAWK
- RRFB
- Point of Interest

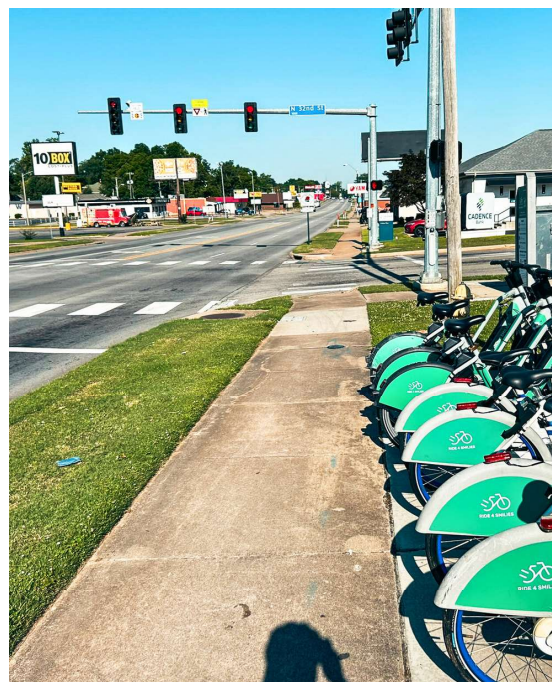
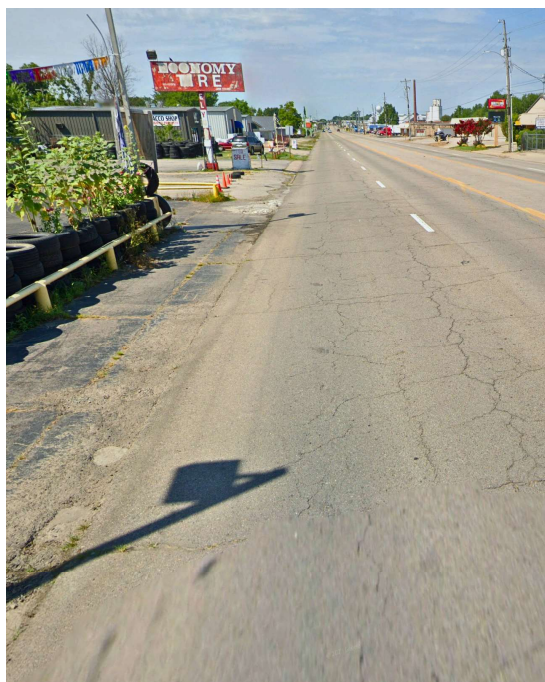


# Corridors Recommended for Further Study

- Garrison Avenue
- Grand Avenue
- Towson Avenue
- Midland Boulevard



The strong transportation network in Fort Smith helps move freight and vehicles and is a vital part of keeping the economy moving forward. Several corridors within the city represent a high level of importance to the fabric and economy of Fort Smith. These corridors move high volumes of vehicular traffic and help connect people to jobs, schools, and various destinations across the city. Currently, these corridors are heavily focused on moving vehicles. While they may have pedestrian facilities, there is room to improve the safety and comfort of pedestrians and bike riders. An opportunity exists to engage in critical corridor studies to determine how, when, and where pedestrian safety can be improved and the feasibility of adding bicycle facilities. The following pages detail four corridors recommended for additional, critical study.





# Garrison Avenue

Recommended for Critical Corridor Study

Connects Key Destinations in the City

.80 miles

Estimated Cost: TBD

## Critical Connections

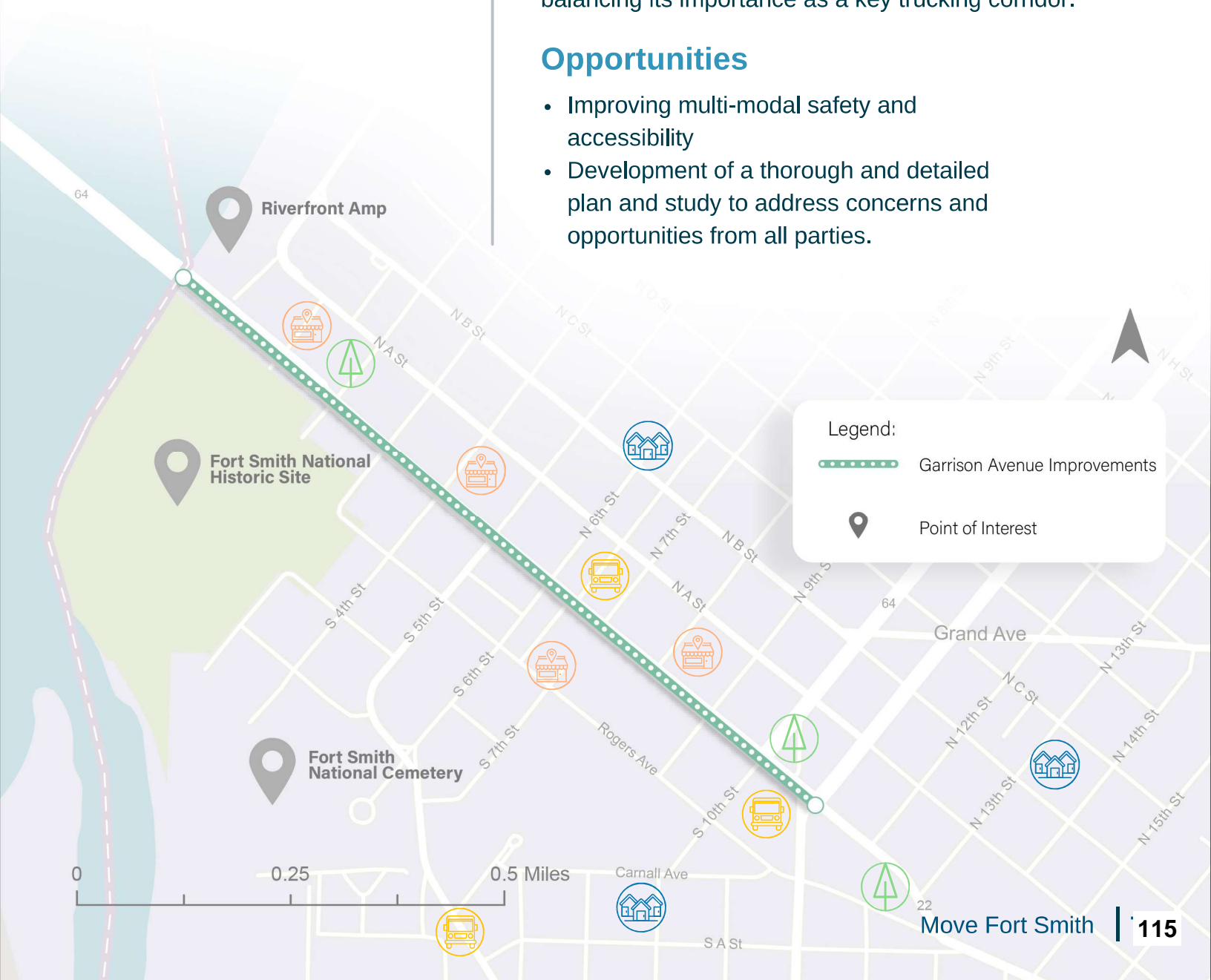


## Overview

Garrison Avenue is an essential corridor for Fort Smith and the broader region and is considered the heart of Downtown Fort Smith. The corridor connects to the State of Oklahoma and is adjacent to many established and historic neighborhoods. Garrison is a state highway with high passenger and truck traffic (13,000-23,000 AADT). It has been the subject of many plans and studies that have sought to improve its safety and walkability while balancing its importance as a key trucking corridor.

## Opportunities

- Improving multi-modal safety and accessibility
- Development of a thorough and detailed plan and study to address concerns and opportunities from all parties.





# Grand Avenue | Recommended for Critical Corridor Study

## Connects Key Destinations in the City

## Critical Connections



## Overview

Grand Avenue is a five-lane major arterial with an approximate width of 60 feet. Grand is a heavily traveled, locally owned road with an AADT of 18,000 near the 540 interchanges, 15,000 AADT near Greenwood Avenue, and 7,500 near 16th Street. Grand Avenue serves a critical need in the community and is home to numerous essential commercial services such as restaurants, laundromats, pharmacies, and a grocery store. A middle school is located directly on Grand Avenue, and an elementary school is adjacent to the corridor. Grand has been identified as a Vulnerable Road User stress zone due to a high number of non-motorist crashes, suspected serious injuries, and fatalities from 2018-2022.

## Opportunities

An opportunity exists to conduct a detailed and thorough corridor study and develop a plan that may recommend the following:

- Slowing vehicular speed
- Increasing connectivity for active transportation users
- Beautification of the corridor
- Increases in safety for active transportation users
- Leveraging existing transit route





# Towson Avenue

Recommended for Critical Corridor Study

Garrison Avenue to S Zero Street

3.7 miles

Estimated Cost: TBD

## Overview

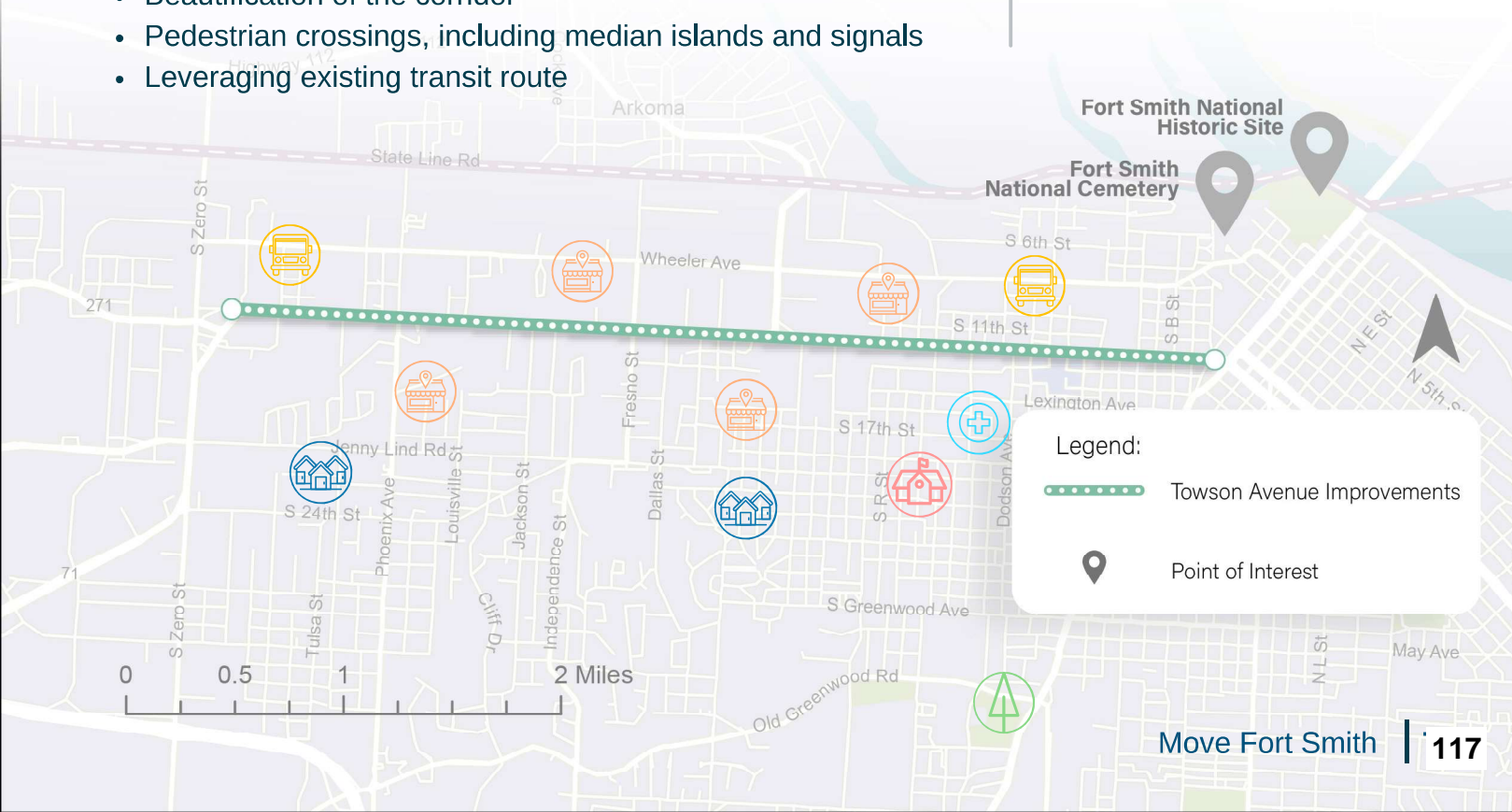
Towson Avenue is a four-lane major arterial with an approximate width of 60 feet. It is a heavily traveled, ARDOT-owned facility (Hwy 71 Business), with an AADT ranging between 15,000 near Downtown and 24,000 near Zero Street. Towson is an essential corridor for residents and visitors to Fort Smith as it provides access to many small and large businesses and a hospital and is a pivotal connection to many neighborhoods. ARDOT is currently underway with an overlay of Towson, including upgrades to the sidewalks and driveway access points along the corridor. The public transit route along Towson includes many stops to allow riders to access important amenities, businesses, and the hospital.

## Opportunities

An opportunity exists to conduct a detailed and thorough corridor study and develop a plan that may recommend the following:

- Slowing vehicular speed
- Feasibility of including bicycle facilities
- Increasing connectivity and safety for active transportation users
- Beautification of the corridor
- Pedestrian crossings, including median islands and signals
- Leveraging existing transit route

## Critical Connections





# Midland Boulevard | Recommended for Critical Corridor Study

Riverfront Drive to Garrison Avenue

4.2 miles

Estimated Cost: TBD

## Overview

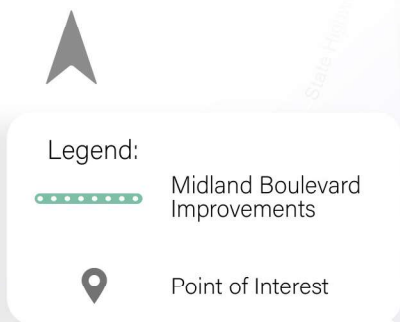
Midland Blvd. is a five-lane major arterial with a width ranging from 57'-72' at different locations. Midland is a heavily traveled, ARDOT-owned facility (Hwy 71 Business), with an AADT ranging between ~20,000 in the north and ~13,000 at the southern terminus. Like many other corridors listed, Midland is essential for residents and visitors to Fort Smith as it also provides access to many small and large businesses, a direct connection to the City of Van Buren, and a pivotal connection to many neighborhoods. It is recommended that the city coordinate with ongoing efforts related to the US Bicycle Route 51 and the Butterfield Stage Experience Bicycle Route, which could utilize Midland as a key section of those routes.

## Opportunities

An opportunity exists to conduct a detailed and thorough corridor study and develop a plan that may recommend the following:

- Slowing vehicular speed
- Increasing connectivity and safety for active transportation users
- Beautification of the corridor
- Pedestrian crossings, including median islands and signals
- Leveraging existing transit route

## Critical Connections





# Proposed Infrastructure Prioritization

All proposed catalytic projects, shared-use paved paths, on-street infrastructure, alleyways, and sidewalks have been prioritized based on several factors.

1

## Access to Open Space and Parks

During public input sessions, the top desired destination residents listed that they would like to walk or bike to was a park(s). Creating safe connections to the city's parks will enhance the quality of life for all residents. The criteria for prioritization are as follows:

- 5 = Direct access to a park
- 4 = Within 1/8 mile
- 3 = Within 1/4 mile
- 2 = Within 1/2 mile
- 1 = Within 3/4 mile
- 0 = Over 1 mile of a park



2

## School-Aged Children in Poverty

19.3% of Fort Smith residents live below the federal poverty level. While examining the data from the 2022 Census Bureau of school-aged children living in a household below the poverty line as a percentage of the total population per block group, the results were able to help identify the areas of Fort Smith in higher need of essential active transportation infrastructure. The criteria for prioritization are as follows:

- 5 =  $\leq 21\%$  of school-aged children living in poverty
- 4 =  $\leq 15\%$
- 3 =  $\leq 10\%$
- 2 =  $\leq 5\%$
- 1 =  $\leq 1\%$
- 0 = No data available





3

### School Walk Accessibility

Fort Smith Public Schools have Parent Transportation/Walk Zones that extend for a 2-mile radius around each school. In most cases, no bus services are provided within these zones. Therefore, it is critical that there are safe and connected routes for children to have the option of walking and biking to school. The criteria for prioritization are as follows:

- 5 = Multiple schools within 1/4 mile
- 4 = One school within 1/4 mile
- 3 = Multiple schools within 1/2 mile
- 2 = One school within 1/2 mile
- 1 = One school within 3/4 mile
- 0 = School greater than 1 mile



5

### Connection to Transit Service

A connected transportation system is necessary to allow residents the opportunity to utilize the bus service, ride a bicycle, and/or walk to reach essential destinations. All Fort Smith Fixed Route Buses are equipped with bike racks, allowing residents to close out the final mile of their commute on a bicycle. The criteria for prioritization are as follows:

- 5 = Direct access to existing transit stop(s)
- 4 = Within 1/8 mile
- 3 = Within 1/4 mile
- 2 = Within 1/2 mile
- 1 = Within 3/4 mile
- 0 = Over 1 mile of existing transit stop(s)



4

### Enhances Access to Employment Hubs/Centers

A top priority destination that residents at public input sessions indicated as a desired connection was the workplace. There are many large employers in the City of Fort Smith, and it is important to create safe and connected routes for employees to ride or walk to work. The criteria for prioritization are as follows:

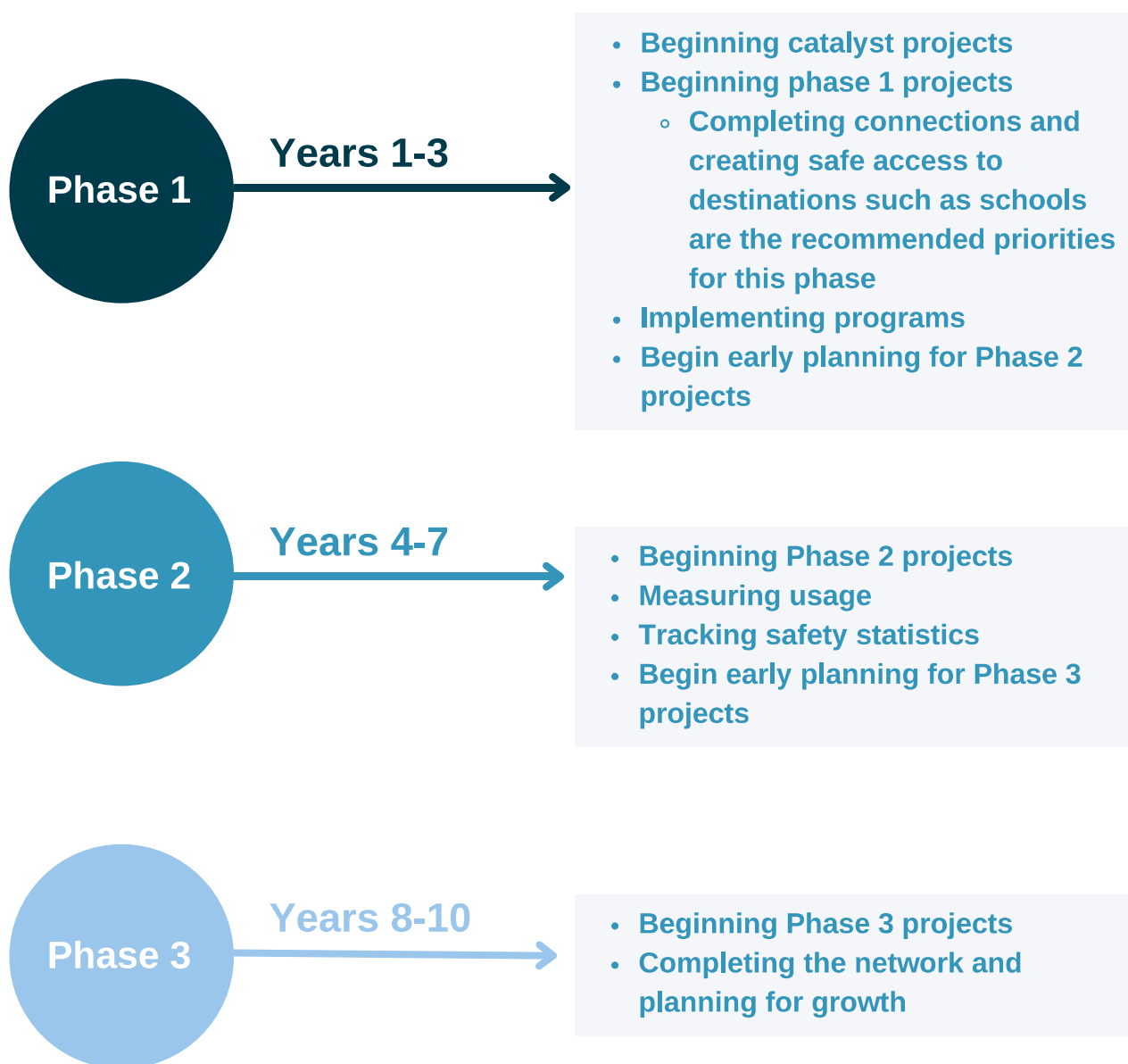
- 5 = Direct access to identified employment hub(s)
- 4 = Within 1/8 mile
- 3 = Within 1/4 mile
- 2 = Within 1/2 mile
- 1 = Within 3/4 mile
- 0 = Over 1 mile to identified employment hub(s)





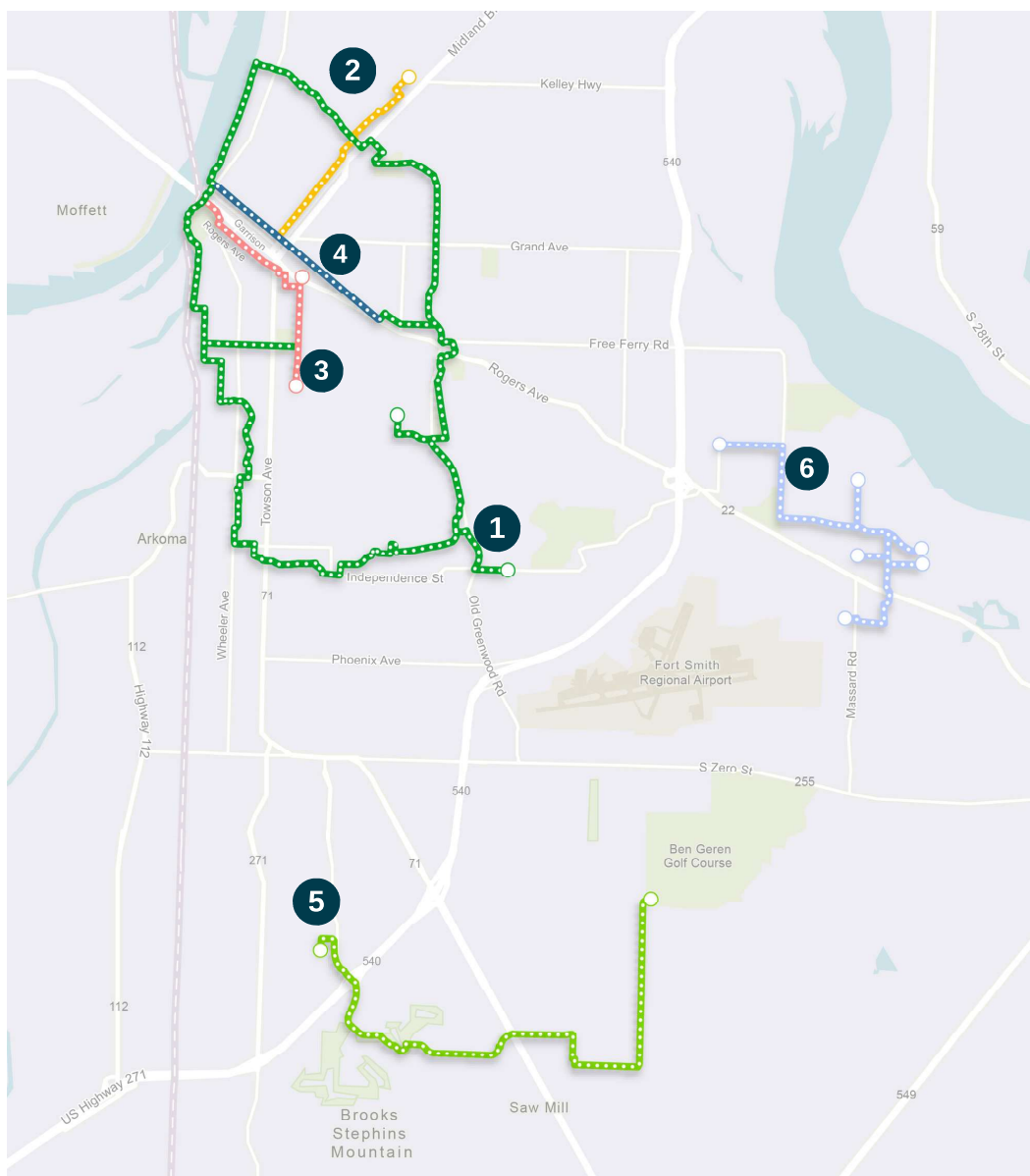
# Phasing Plan

An active transportation network can take many years to complete due to many factors, such as funding and easements. The Move Fort Smith Plan includes a recommended ten-year phasing plan and approach that can inform the city's focus and help to prioritize which projects to pursue within certain timeframes. This phasing plan is intended to be a guideline and recommendation, and the city should feel free to pursue projects outside of the recommended phases as opportunities arise. Projects have been prioritized based on a ranking system outlined on page 75 and assigned a recommended timeframe to consider for implementation.





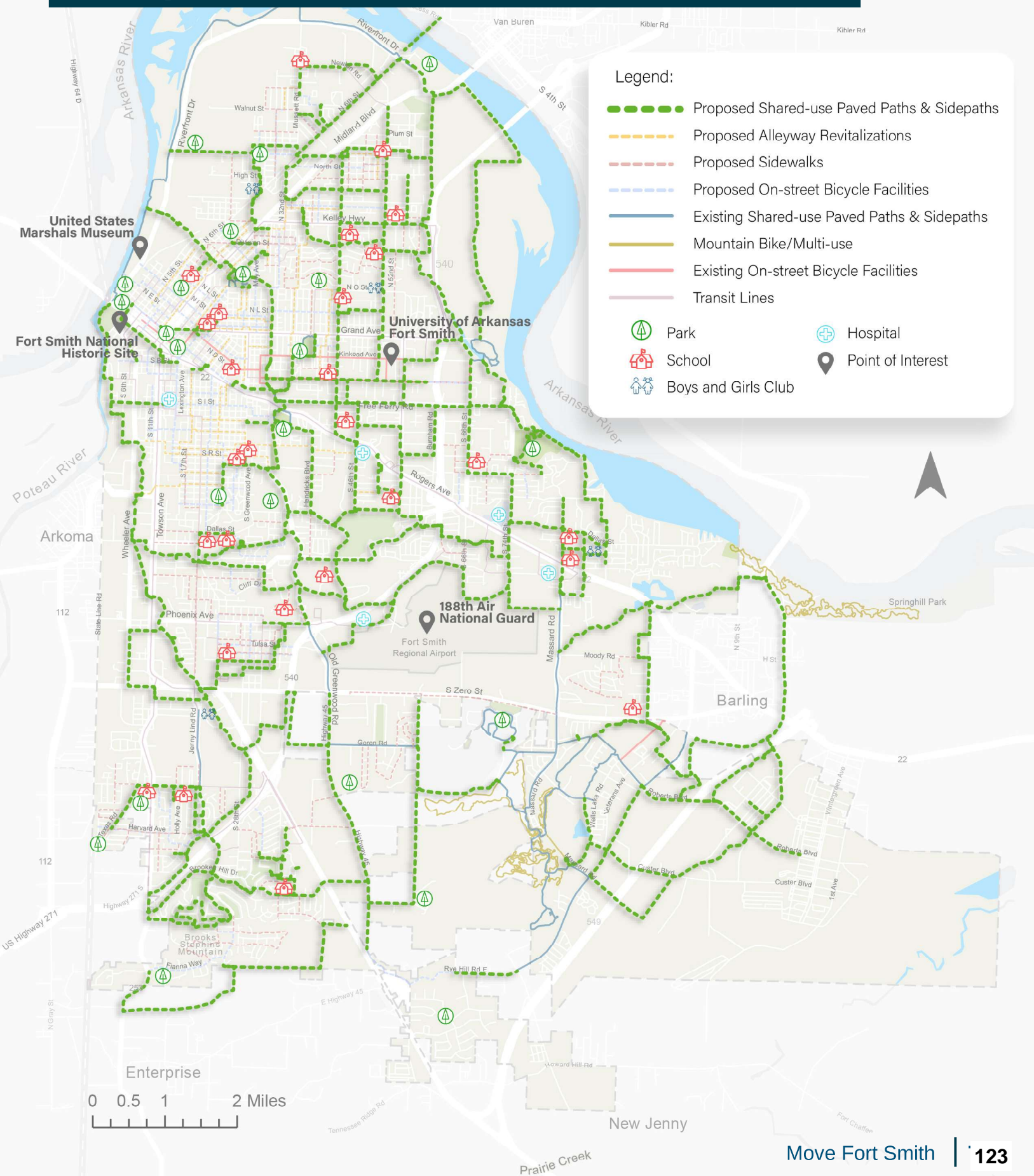
# Phase 1 Catalytic Projects



Project ID	Project Description	Planning Level Cost Estimate	Cost to Benefit Priority Score
1	Bass Reeves Legacy Loop (including all spurs & connections)	\$24,987,000	44
2	9th & 10th Street Alleyway	\$3,290,467	40
3	West Side Bikeway	\$1,716,665	38
4	B Street Safety Improvements	\$1,215,949	38
5	Brooken Hill to Ben Geren	\$3,135,421	34
6	Eastside Greenway (including all spurs & connections)	\$3,278,476	34

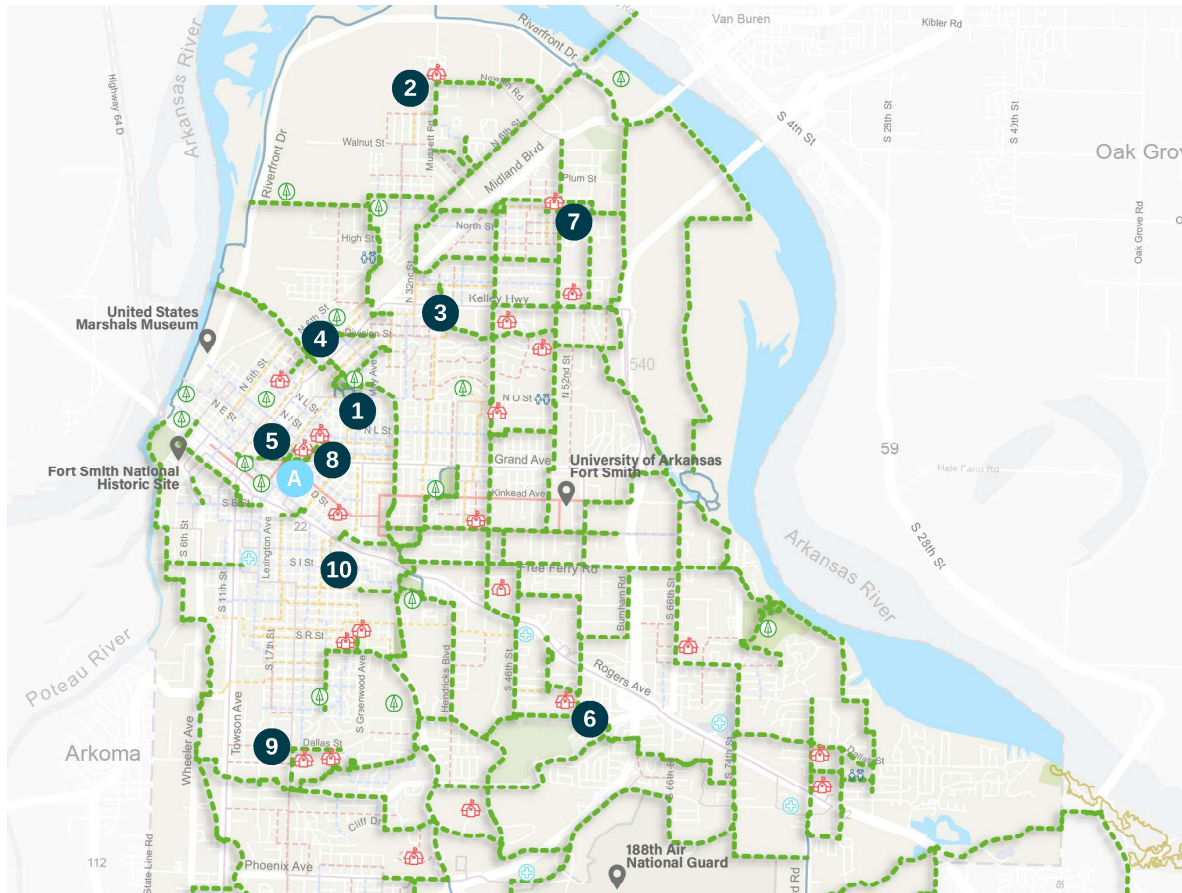


# Proposed Shared-Use Paved Paths and Sidepaths





# Phase 1 Shared-Use Paved Paths & Sidepaths



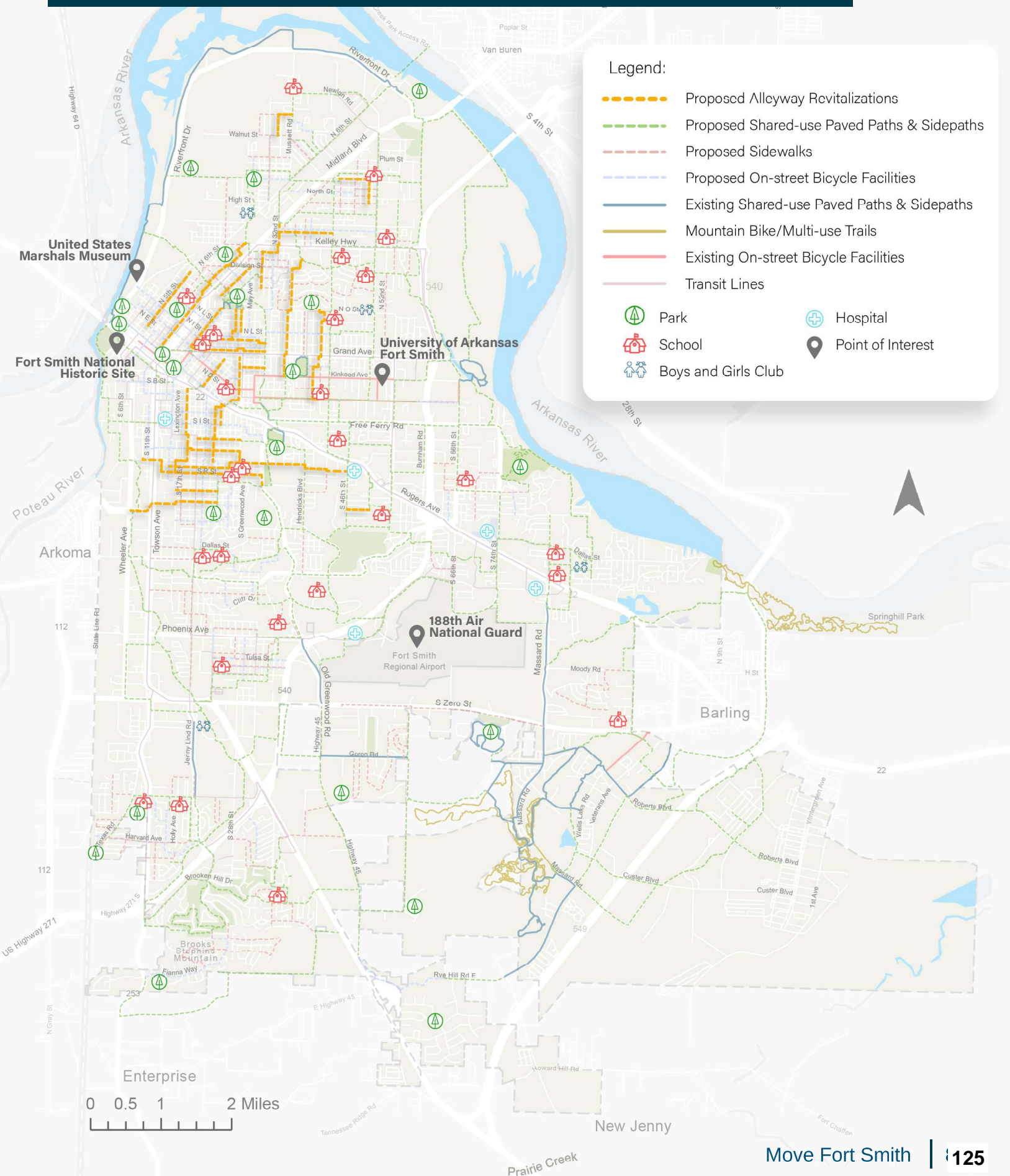
Project ID	Project Description	Planning Level Cost Estimate	Cost to Benefit Priority Score
1	Maybranch Route to N 21st St. Connector	\$225,467	130
2	Newlon Rd. Sidepath	\$496,914	126
3	Windsor Dr. Sidepath	\$1,944,180	120
4	Division St. Sidepath	\$310,044	108
5	Darby Middle to N E St.	\$186,448	105
A	Darby/Tilles Connection to Downtown and Neighborhoods	\$629,157	79
6	E Valley Rd. to Bonneville Elementary	\$304,296	104
7	Spradling Elementary to N 50th St.	\$122,541	102
8	Tilles Elementary to Alleyway Connector	\$235,591	100
9	Jenny Lind Sidepath	\$365,303	98
10	Dodson Ave. Sidepath	\$364,249	95

\* Although Project A's Cost-to-Benefit Score is lower than that of the other projects in Phase 1, it is recommended that it be completed in tandem with Project #5, as it serves as a key connection.

See Appendix A for details of phases 1-3 and beyond.

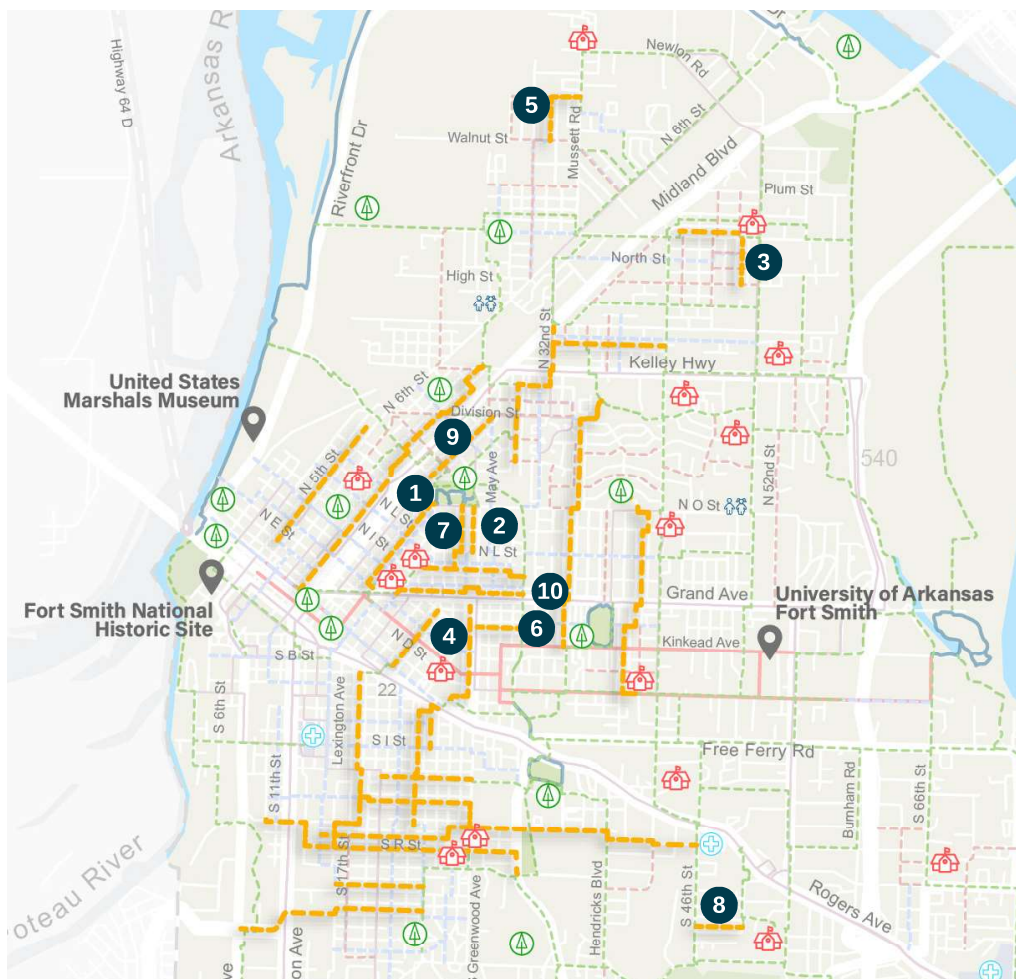


# Proposed Alleyway Revitalizations





# Phase 1 Alleyway Revitalizations

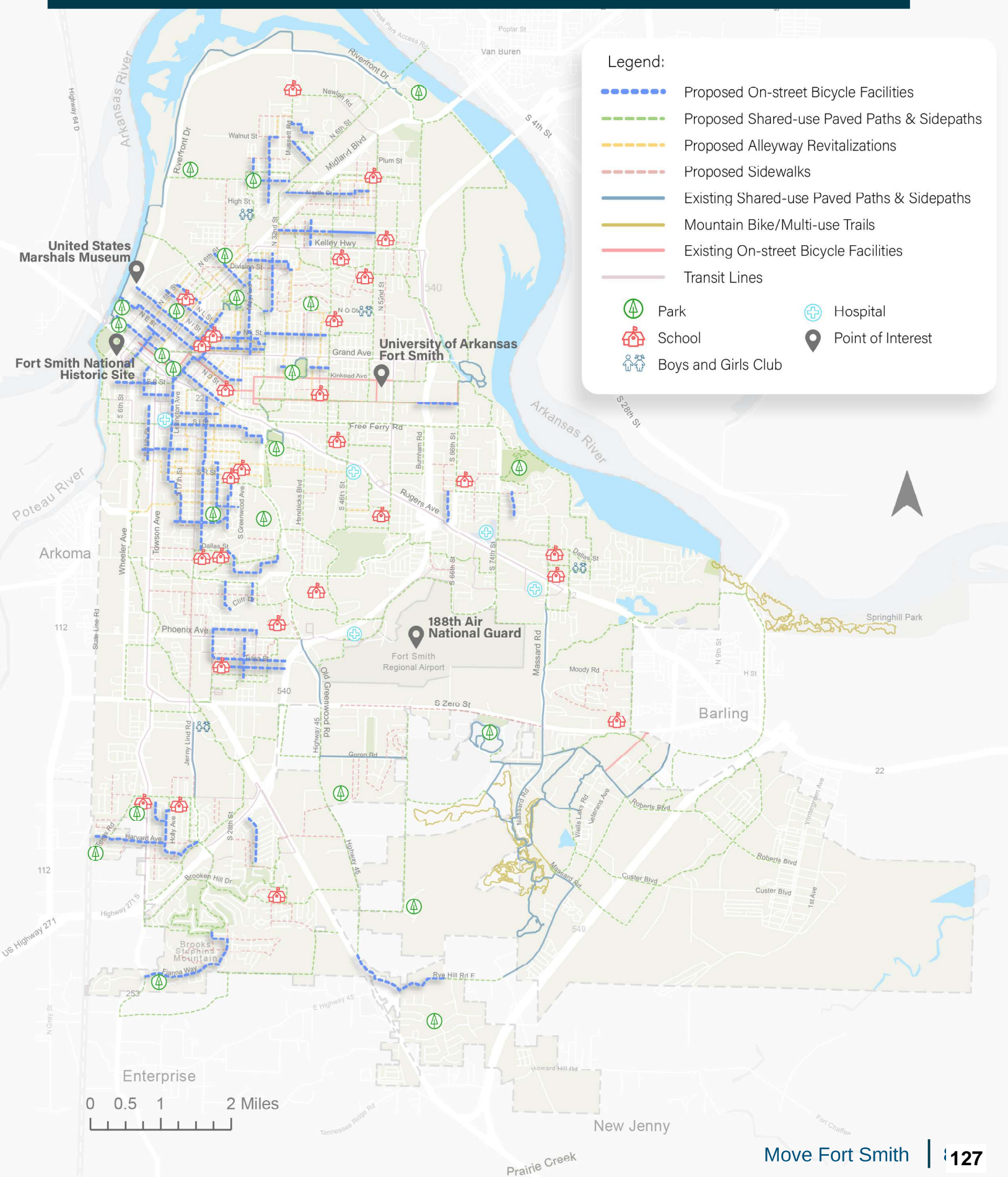


Project ID	Project Description	Planning Level Cost Estimate	Cost to Benefit Priority Score
1	N 13th St. & N 14th St.	\$1,192,580	162
2	Belle Ave. & N Greenwood Ave. North	\$472,207	133
3	N 48th St. & N 49th St.	\$470,015	107
4	N 19th St. & N 20th St.	\$749,246	105
5	Irene St. & N 32nd St.	\$774,830	90
6	Alabama Ave. & Hardie Ave.	\$476,959	77
7	N K St. to MLK Park	\$743,398	75
8	S V St. & S W St. East	\$488,654	68
9	N 12th St. & N 13th St.	\$903,481	56
10	Grand Ave. Adjacent Alleyway	\$1,469,618	51

See Appendix A for details of phases 1-3 and beyond.

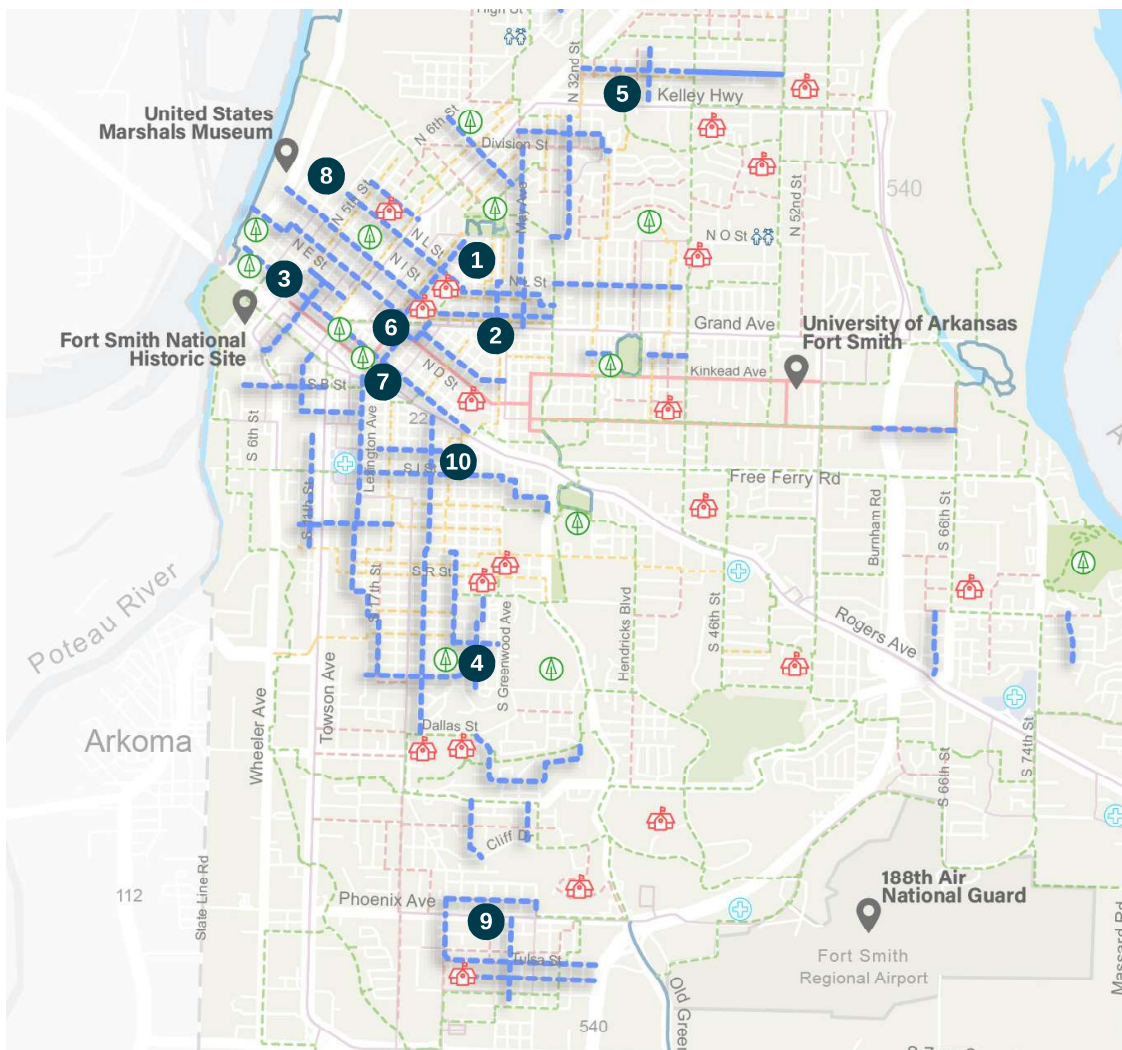


# Proposed On-Street Bicycle Facilities





# Phase 1 On-Street Bicycle Facilities

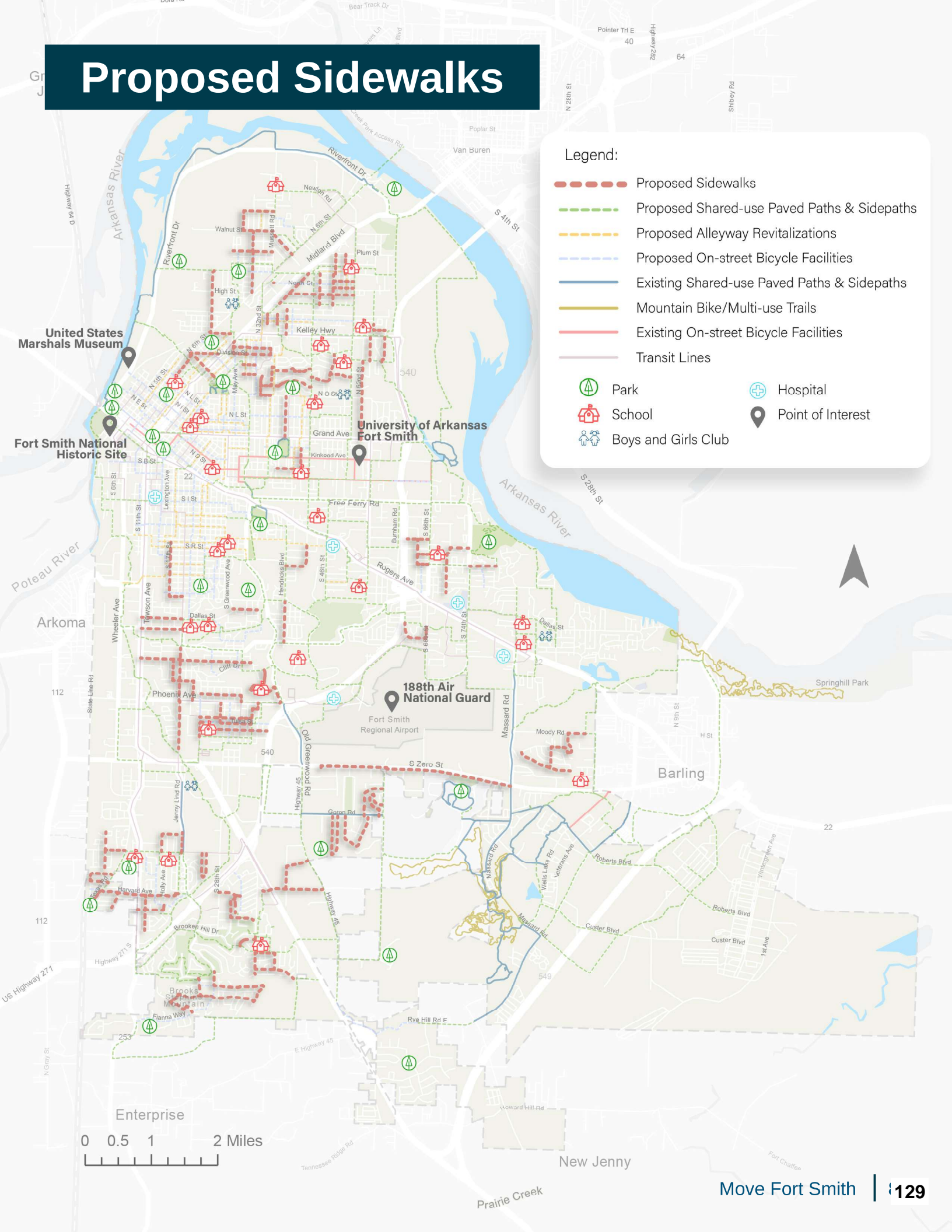


Project ID	Project Description	Planning Level Cost Estimate	Cost to Benefit Priority Score
1	N 14th St.	\$459,201	140
2	Belle Ave.	\$249,837	133
3	N 7th St. to D St. N	\$727,634	115
4	Vista Blvd./Shady Ln./S 25th St./Wolfe Ln.	\$634,437	115
5	N 38th St.	\$357,472	113
6	N E St. to N 16th St.	\$150,296	113
7	N 15th St.	\$413,040	110
8	N M St.	\$382,850	107
9	S 29th St.	\$553,054	100
10	G St. S	\$490,048	100

See Appendix A for details of phases 1-3 and beyond.

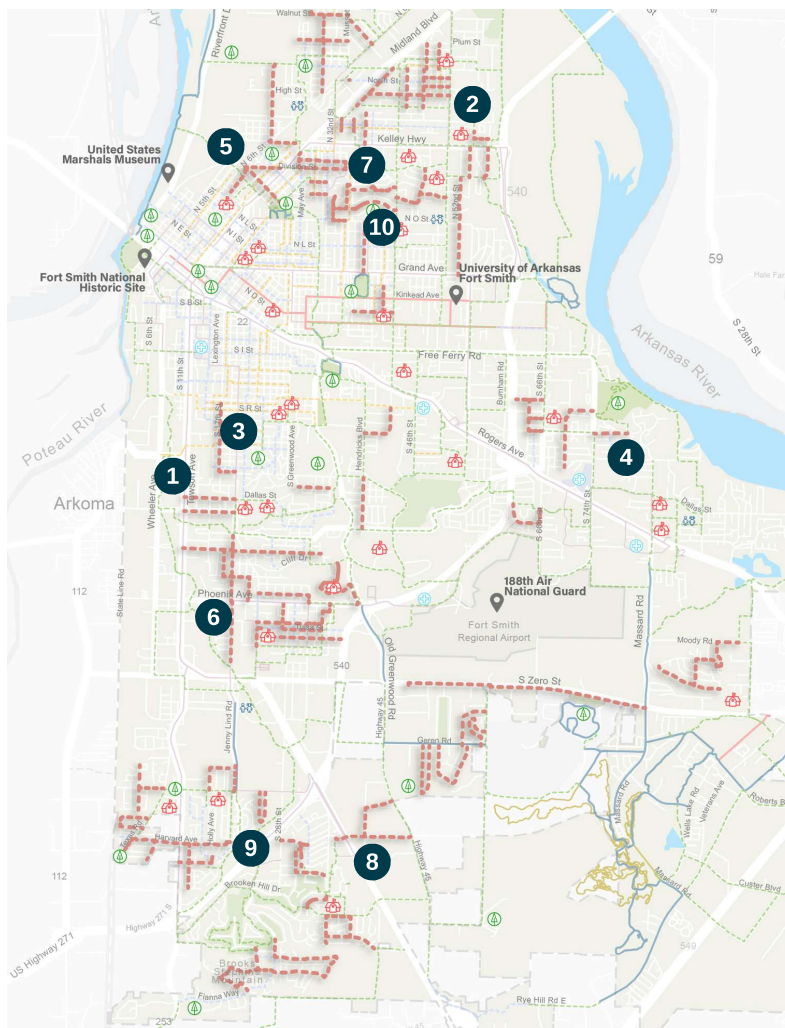


# Proposed Sidewalks





# Phase 1 Sidewalks



Project ID	Project Description	Planning Level Cost Estimate	Cost to Benefit Priority Score
1	Dallas St Sidewalk	\$238,468	128
2	High St Sidewalk	\$1,218,640	113
3	17th St to Jenny Lind Sidewalk	\$1,265,768	113
4	Euper Ln Sidewalk - East of S 74th St	\$157,100	108
5	Division St Sidewalk	\$530,337	105
6	Jenny Lind Sidewalk (Houston to Zero)	\$1,909,561	105
7	Warner St Sidewalk	\$401,568	103
8	Planters Rd Sidewalk	\$359,566	103
9	Harvard Ave Sidewalk	\$1,174,712	103
10	Chaffee Dr Sidewalk	\$225,467	97

See Appendix A for details of phases 1-3 and beyond.



# Facility Maintenance

## Shared-Use Paved Paths Maintenance

Currently, the parks department maintains all shared-use paved paths and sidepaths within the city. Maintenance includes mowing, tree and branch removal, debris removal, pavement markings, and signage, as well as replacing sections of the surface as needed. Sebastian County, in partnership with FCRA, maintains all but one shared-use paved path in the Chaffee Area. The shared-use paved paths are being maintained at a high level.

## Facilities within Street Right of Ways

Currently, the city Streets Department maintains all bicycle and pedestrian facilities within the right of way of all city streets. This includes sidewalks and any on-street shared-use bicycle route. For sidewalks and sidepaths, mowing, as well as trash and debris removal, typically is the responsibility of the adjacent property owner; however, pavement markings, signage, and replacing and repairing surface sections are the city's responsibility. The maintenance of these facilities is being done at a high level.

## Planning for Maintenance

As the active transportation network grows, it is recommended that the city develop a detailed operations and maintenance plan. All departments are operating at capacity with current projects and facilities, and adding additional facilities could be problematic without dedicated funding and extra staff to maintain new facilities at current levels.

For planning purposes, an annual budget of \$4,000-\$5,000 per mile should cover most ongoing maintenance needs related to a shared-use paved path. Sidepath maintenance is typically higher due to pavement marking maintenance at driveways and intersections.





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# 07

## Policies & Programs



# Community Level Benefits

Several community-level benefits will come with investing in a safe and connected active transportation infrastructure network like the Move Fort Smith Active Transportation Plan proposes. Through this plan, the City of Fort Smith stands to generate substantial community-level advantages, revolutionizing how individuals navigate and engage with their surroundings and community in Fort Smith.

By facilitating increased mobility for people on bikes and people on foot, this proposed infrastructure not only fosters public health through the promotion of physical activity and the reduction of chronic disease rates but also significantly enhances accessibility for all individuals regardless of their socioeconomic status, including those with disabilities.

Such infrastructure promotes fairness by ensuring that all community members have access to safe and convenient transportation options.

Furthermore, active transportation contributes to environmental sustainability by curbing greenhouse gas emissions and lessening reliance on fossil fuels. Quality of life is improved as neighborhoods become more habitable, with reduced traffic congestion and noise. At the same time, economic benefits are realized through amplified local commerce, higher property values, and the attraction of businesses and tourists seeking vibrant, walkable, and bike-friendly areas. These multifaceted benefits underscore the critical significance of prioritizing and investing in active transportation infrastructure for Fort Smith.





## Public Health

Public health stands to improve through increased investment in an active transportation network. Encouraging more residents to walk and cycle as part of their daily routines helps combat sedentary lifestyles, which are linked to various chronic diseases such as obesity, diabetes, and cardiovascular issues. Regular physical activity, such as biking and walking, boosts overall fitness, strengthens the immune system, and improves mental health by reducing stress, anxiety, and depression. By integrating active transportation into everyday life, Fort Smith can promote a healthier, more vibrant population, reduce healthcare costs, and create a stronger, more resilient community. Additionally, enhanced mobility infrastructure reduces the risk of traffic-related accidents and fatalities, creating safer environments for all residents. Safe, well-designed bike lanes, crosswalks, and pedestrian paths encourage more people to choose active transportation, decreasing the number of cars on the road. This reduction in vehicular traffic leads to lower rates of air pollution and associated respiratory conditions such as asthma and bronchitis. Cleaner air contributes to a healthier environment, benefiting not just individuals but the community as a whole, especially vulnerable populations like children and the elderly. Improving active transportation options also fosters a sense of community and social cohesion in Fort Smith. Walkable and bike-friendly neighborhoods encourage social interactions, helping to build stronger relationships among residents.

These connections are essential for mental well-being, providing social support networks that can reduce feelings of isolation and loneliness. Furthermore, vibrant public spaces created through active transportation infrastructure attract community events and activities, further enhancing the social fabric and cultural vitality of Fort Smith. Through these multi-faceted public health benefits, improved mobility for cyclists and pedestrians can profoundly impact the quality of life in the city.

## Accessibility

The Move Fort Smith Active Transportation Plan can improve the accessibility for people on bikes and on foot and greatly enhance accessibility at the community level. By developing a comprehensive network of bike lanes, pedestrian pathways, and safe crosswalks, the city can ensure that all residents, including those with disabilities, have equitable access to transportation. This infrastructure allows individuals who do not own a car or cannot drive due to age, financial constraints, or physical limitations to move freely and independently within the community. Greater accessibility fosters inclusivity, enabling everyone to participate fully in social, economic, and recreational activities.





Moreover, accessible active transportation options can bridge the gap between different neighborhoods, connecting residents to essential services such as healthcare, education, and employment. By creating safe and convenient routes for cyclists and pedestrians, Fort Smith can reduce the barriers that often prevent people from reaching important destinations. This connectivity not only supports economic mobility by providing easier access to job opportunities but also ensures that all residents can benefit from the city's amenities and resources, regardless of their mode of transportation. Improved accessibility can thus enhance the overall quality of life, making Fort Smith a more livable and equitable city for everyone. Enhanced accessibility through active transportation also promotes social equity by addressing transportation disparities that disproportionately affect low-income and marginalized communities. Investing in bike-friendly and walkable infrastructure ensures these communities have safe and affordable transportation options, reducing their reliance on costly car ownership and public transit systems that may not adequately serve their needs. This investment helps level the playing field, giving all residents the ability to move around the city with ease. By prioritizing accessibility, Fort Smith can create a more just and equitable urban environment where everyone has the opportunity to thrive.

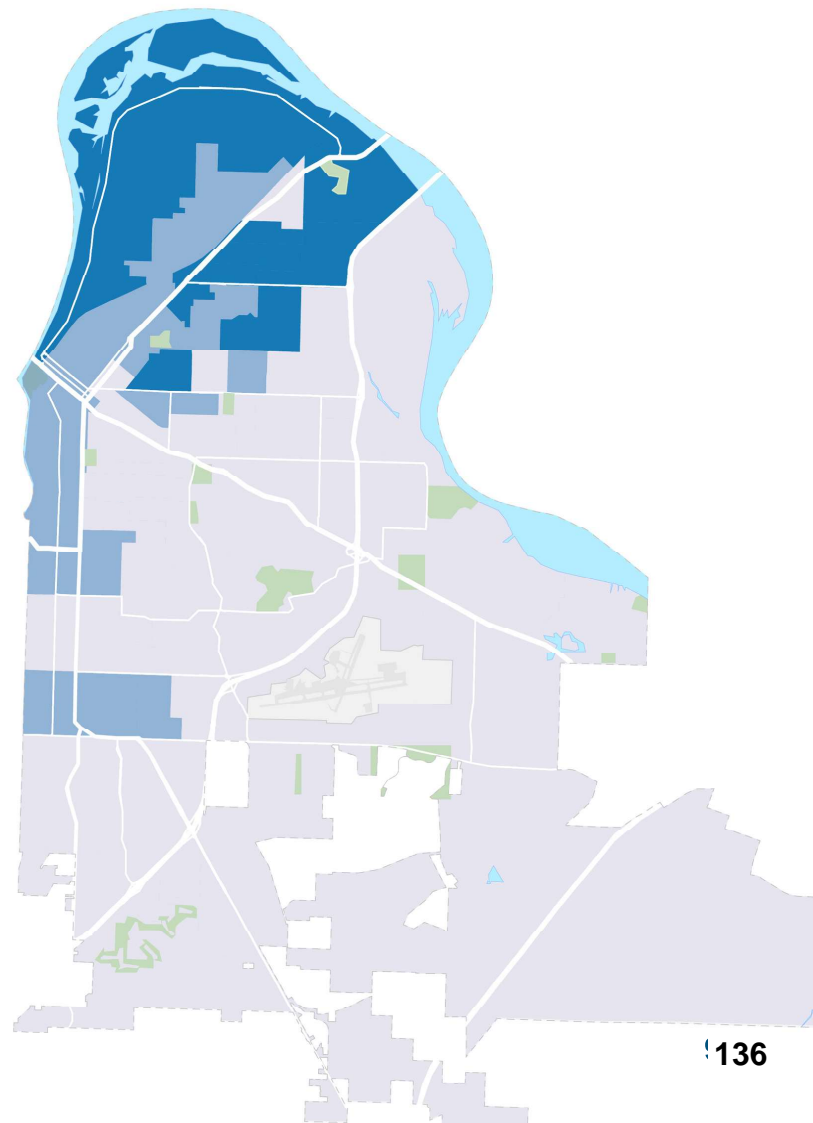




## Transportation Access

The Move Fort Smith Plan has the ability to create positive change at a community level by developing a robust network of bike lanes, sidewalks, and pedestrian paths, ensuring that all residents, regardless of their socioeconomic status, have equal access to safe and reliable transportation. This infrastructure is particularly beneficial for low-income families and individuals who may not afford a car, offering them a cost-effective alternative to move around the city. Enhanced mobility options empower these residents, giving them better access to employment, education, healthcare, and other essential services, thereby promoting economic mobility and reducing poverty. Furthermore, investing in active transportation infrastructure addresses long-standing transportation access disparities that disproportionately affect marginalized communities. Neighborhoods historically underserved by public transportation can benefit from safe biking and walking routes. These improvements can help bridge the gap between isolated communities and the broader city, fostering greater social integration and cohesion. By prioritizing new and additional transportation solutions, Fort Smith can ensure that no community is left behind and all residents can benefit from the city's growth and development.

Improved mobility for people on bikes and on foot also promotes environmental justice. Lower-income and minority communities often suffer more from environmental hazards like air pollution, partly due to their proximity to major roadways with high traffic volumes. By encouraging more people to walk or bike, Fort Smith can reduce car traffic and emissions, leading to cleaner air and healthier living conditions for all residents. This shift not only improves public health but also ensures that the benefits of a cleaner environment are shared across the city. Through these initiatives, Fort Smith can create a more equitable, inclusive, and healthy community for everyone.





## Environmental Sustainability

Improved mobility for people on bikes and on foot can significantly enhance environmental sustainability for the City of Fort Smith. By investing in a comprehensive network of bike lanes, pedestrian pathways, and greenways, the city can reduce its reliance on motor vehicles, which could substantially decrease greenhouse gas emissions. Fewer cars on the road mean lower carbon dioxide and other pollutants, contributing to cleaner air and a healthier environment. This shift is crucial in combating climate change and ensuring a sustainable future for Fort Smith, aligning with global efforts to reduce carbon footprints and protect the planet. Moreover, promoting active transportation options like biking and walking can help conserve natural resources. The production and maintenance of bicycles and pedestrian infrastructure require significantly less energy and materials than automobiles and roadways. This reduction in resource consumption lowers the environmental impact and encourages more sustainable use of city funds, as the costs associated with building and maintaining bike lanes and sidewalks are generally lower than those for roadways and parking facilities. By prioritizing sustainable infrastructure, Fort Smith can allocate resources more efficiently, benefiting the environment and the community. Enhanced mobility for cyclists and pedestrians also supports urban planning and development, prioritizing green spaces and ecological preservation. Creating safe and attractive routes for active transportation often involves integrating parks, trails, and other natural elements into the urban landscape.

These green spaces not only provide recreational opportunities and improve residents' quality of life but also serve as important habitats for local wildlife and contribute to biodiversity. Additionally, they help mitigate the urban heat island effect, reduce stormwater runoff, and improve overall environmental resilience. Through these sustainable urban planning practices, Fort Smith can create a healthier, more vibrant, and environmentally responsible community.

## Quality of Life

The quality of life for the residents of Fort Smith stands to increase through improved mobility. Developing a comprehensive network of bike lanes, sidewalks, and pedestrian paths ensures that residents have safe, convenient, and enjoyable options for their daily commutes and recreational activities. These improvements make it easier for people to incorporate physical activity into their routines, which can lead to better overall health and well-being. As a result, residents experience lower stress levels, improved mental health, and a stronger sense of community, all contributing to a higher quality of life.

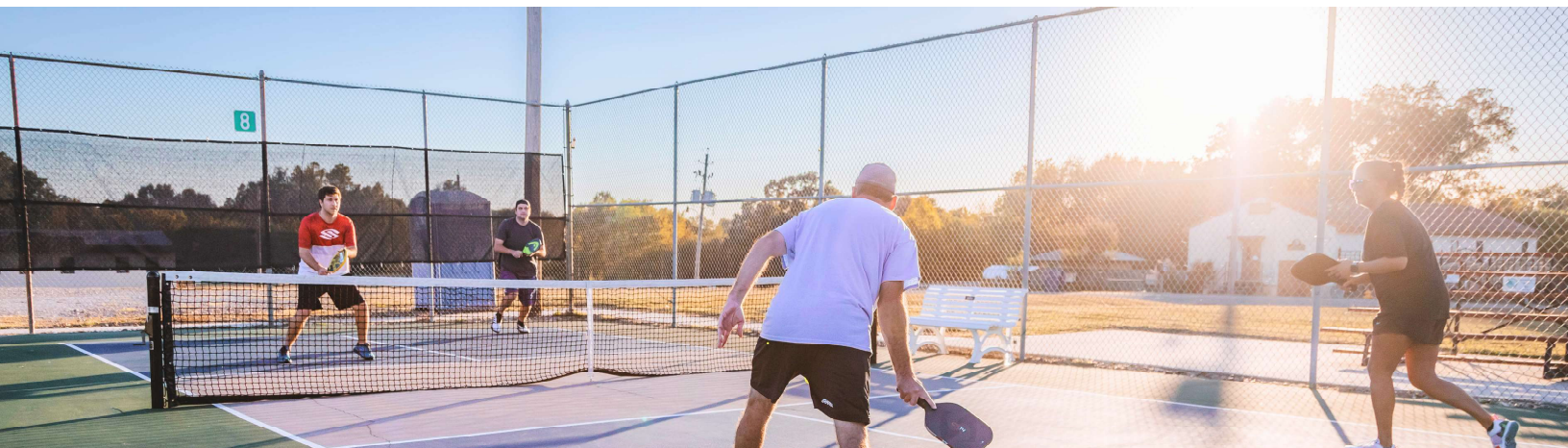




Moreover, enhanced mobility infrastructure can reduce traffic congestion and improve road safety, benefiting all residents, whether they drive, bike, or walk. With fewer cars on the road, commute times decrease, and the risk of accidents is minimized, creating a safer environment for everyone. Additionally, quieter streets and reduced traffic noise contribute to a more peaceful and pleasant living environment. By making active transportation a viable and attractive option, Fort Smith can create more vibrant, livable neighborhoods where people feel safe and comfortable moving around on foot or by bike. Furthermore, promoting active transportation options fosters social interaction and community engagement. Walkable and bike-friendly neighborhoods encourage residents to spend more time outdoors, where they are more likely to encounter neighbors and participate in community activities. This increased social interaction helps build stronger community bonds and a sense of belonging, essential to a thriving, connected community. Additionally, attractive and accessible public spaces enhance the city's appeal, drawing more visitors and potentially boosting local businesses. By investing in active transportation, Fort Smith can create a more dynamic, inclusive, and enjoyable community for all its residents.

## Economic Returns

Investing in comprehensive biking and walking infrastructure can stimulate local economies by attracting businesses and tourists seeking vibrant, active communities. Walkable and bike-friendly areas appeal to businesses, particularly retail and dining establishments, which often see increased foot traffic and sales. Additionally, tourists drawn to the city's attractive, accessible public spaces contribute to the local economy through spending on accommodations, food, and recreational activities. This boost in local commerce can create jobs and generate higher tax revenues for the city. Moreover, enhanced mobility infrastructure can lead to increased property values in neighborhoods that are well-connected and accessible. Studies have shown that properties in walkable and bike-friendly areas tend to have higher market values, as these amenities are highly desirable. Homebuyers and renters are often willing to pay a premium for the convenience and quality of life benefits of living in such areas. This increase in property values not only benefits individual homeowners but also strengthens the city's tax base, providing more resources for public services and further infrastructure improvements.





Improving mobility for cyclists and pedestrians also leads to cost savings for residents and the city. By providing safe and efficient alternatives to car travel, residents can reduce their transportation expenses, including fuel, maintenance, and parking costs. These savings can then be spent locally, further stimulating the economy. For the city, investing in bike lanes and pedestrian paths is generally more cost-effective than maintaining and expanding roadways for cars. Reduced traffic congestion and wear and tear on roads also mean lower maintenance costs over time. Overall, the economic returns from improved active transportation infrastructure can significantly enhance the financial health and sustainability of the City of Fort Smith.



Photo Courtesy of 64.6 Downtown



# Program Development

## 1 Education and Safety Programs Recommendations

### Adult Learn to Ride Program

#### Recommendation:

Create and execute an Adult Learn to Ride Bike Program. This initiative, driven by volunteers and community members, aims to equip adults who have never ridden a bike or haven't done so in years with the necessary skills and confidence to ride safely. By fostering an environment of support and encouragement, particularly for marginalized community members, this program seeks to empower individuals to embrace biking as a mode of transportation and recreation.

#### Expected Outcomes:

The expected outcomes of implementing an Adult Learn to Ride Bike Program are the empowerment of participants through the acquisition of biking skills and increased confidence in riding bicycles. By providing instruction and support tailored to the needs of adult learners, the program aims to:

- Enable participants to overcome barriers to cycling, such as fear or lack of experience, thus expanding their transportation options and promoting physical activity.
- Foster a sense of community and social inclusion by bringing together volunteers and participants from diverse backgrounds to share knowledge and support each other's learning.
- Promote the health benefits of biking, including improved cardiovascular fitness, reduced stress, and enhanced mental well-being.

- Contribute to sustainable transportation goals by encouraging more adults to choose biking as a mode of transportation for short trips and commuting.
- Empower marginalized community members by providing access to resources and opportunities for skill development and social engagement.

#### Success Metrics:

Success is typically measured through the diversity of registered participants and the amount of participants.





## 2

## Infrastructure Improvement Programs Recommendations

### A. Expanded Bicycle Parking Policy

#### Recommendation:

Create, develop, and adopt a comprehensive bike parking policy. This policy should establish minimum requirements for developers, specifying locations for bike parking, design standards, security measures, accessibility, maintenance protocols, and incentives. By implementing this policy, the City can help to increase the safety of bike parking, increase convenience, and ensure the parking is well-maintained, encouraging more people to choose biking as a viable mode of transportation.

#### Expected Outcomes:

The implementation of a comprehensive bike parking policy is expected to yield several positive outcomes:

- **Increased Bike Usage:** By providing safe and accessible bike parking, more residents will be encouraged to use bicycles for commuting and leisure, reducing traffic congestion and promoting healthier lifestyles.
- **Enhanced Urban Design:** Standardized design and placement of bike parking will contribute to a more organized and aesthetically pleasing urban environment.

- **Improved Security:** Enhanced security measures will reduce bike theft and vandalism, increasing confidence for people on bikes using public spaces.
- **Accessibility and Inclusivity:** Thoughtful planning and design will ensure that bike parking is accessible to all community members, including those with disabilities.
- **Economic Benefits:** Businesses may see increased patronage from cyclists, and developers could benefit from incentives, fostering a bike-friendly economic environment.
- **Environmental Impact:** Encouraging biking over car usage will contribute to lower emissions and a reduction in the city's carbon footprint.
- **Maintenance and Sustainability:** Regular maintenance protocols will ensure the longevity and usability of bike parking facilities, promoting sustainable transportation infrastructure.

#### THE BASICS OF GOOD BIKE PARKING





## B. Traffic Calming Measures Policy Program

### Recommendation:

Create, develop, and adopt a program that enables neighborhoods to submit proposals for temporary and even permanent traffic calming measures on their streets. This structured process will include a formal approval procedure, ensuring community members have a voice in enhancing street safety and livability through effective traffic management solutions.

### Expected Outcomes:

The implementation of a resident program for temporary traffic calming measures is expected to achieve several positive outcomes:

- **Enhanced Safety:** Reduced vehicle speeds and improved traffic management will lead to safer streets for pedestrians, cyclists, and motorists.
- **Community Engagement:** Residents will have an active role in shaping their neighborhoods, fostering a greater sense of community and shared responsibility for local traffic issues.
- **Improved Livability:** Calmer streets will enhance the quality of life in neighborhoods, making them more pleasant and attractive places to live.
- **Pilot Testing:** Temporary measures allow for the testing and evaluation of different traffic calming strategies before permanent installations, ensuring effective solutions.

- **Data-Driven Decisions:** Collecting data from temporary installations will inform future traffic planning and infrastructure projects, leading to more informed and effective long-term decisions.
- **Increased Walking and Biking:** Safer streets will encourage more walking and biking, contributing to healthier lifestyles and reduced vehicle emissions.
- **Responsive Governance:** A structured approval process ensures that traffic calming measures are implemented based on community needs and preferences, reflecting a responsive and adaptive approach to urban planning.

### Success Metrics:

- **Reduction in Vehicle Speeds:** Measure the average reduction in vehicle speeds on streets where traffic calming measures are implemented.
- **Decrease in Traffic Incidents:** Track the number and severity of traffic accidents and incidents in neighborhoods with traffic calming measures.
- **Resident Satisfaction:** Conduct surveys to gauge resident satisfaction with the implemented traffic calming measures and the overall program process.



## C. Complete Streets Policy

### Recommendation:

Create, develop, and implement a Complete Streets policy. This policy would ensure that all street users, regardless of age, ability, or mode of transportation, are accommodated safely and efficiently. Adopting such a policy aligns with the plan's broader goals of promoting active modes of transportation, such as walking, biking, and public transit, to improve overall community health, reduce traffic congestion, and enhance the quality of life for residents.

### Expected Outcomes:

The expected outcome of adopting a Complete Streets policy as part of the Move Fort Smith Active Transportation Plan is a more inclusive, safe, and accessible transportation network. This policy would result in streets accommodating all users, including pedestrians, cyclists, motorists, and public transportation riders, regardless of age or ability. By prioritizing active transportation and ensuring that streets are designed with all users in mind, Fort Smith can expect to see an increase in walking and biking rates, improved safety for all users, reduced traffic congestion, and overall enhanced community health and well-being.

### Success Metrics:

- **Mode Share:** Increase in the percentage of trips made by walking, biking, and public transportation.
- **Safety:** Reduction in the number of pedestrian and cyclist injuries and fatalities.
- **Accessibility:** Improvement in the connectivity and accessibility of the transportation network for all users.
- **Equity:** Reduction in transportation disparities among different demographic groups.
- **Usage:** Increase in the number of people using active modes of transportation.
- **Public Opinion:** Positive feedback from residents and stakeholders on implementing the Complete Streets policy.
- **Economic Impact:** Increase in property values, business activity, and economic development in areas with improved transportation infrastructure.
- **Health Impact:** Improvement in public health indicators, such as reduced rates of obesity and chronic diseases related to sedentary lifestyles.





## D. Tactical Urbanism Policy

### Recommendation:

Consider developing and adopting a Tactical Urbanism Policy, empowering communities to propose and implement temporary projects that enhance neighborhoods, encouraging innovation in urban design, activating underutilized spaces, fostering collaboration among stakeholders, and supporting economic development. The policy should include guidelines for project proposals, approval processes, liability considerations, and evaluation criteria while outlining the roles and responsibilities of stakeholders and providing resources for project implementation. Adopting this policy will leverage residents' creativity to transform public spaces, strengthen community bonds, and create a more vibrant and inclusive city.

### Expected Outcomes:

- **Community Empowerment:** Residents and community groups will feel empowered to propose and implement projects that improve their neighborhoods, leading to a sense of ownership and pride in local spaces.
- **Innovation in Urban Design:** The policy will encourage the testing of new ideas and approaches to urban design, leading to more creative and effective solutions for improving public spaces.
- **Activation of Public Spaces:** Underutilized or neglected spaces will be activated, making them more vibrant and inviting for residents and visitors alike.
- **Collaboration and Partnership:** The policy will facilitate partnerships between the city government, local businesses, nonprofits, and residents, leading to collaborative efforts to improve the community.

- **Economic Development:** By creating opportunities for local businesses and entrepreneurs to showcase their products and services, the policy will support economic development in Fort Smith.
- **Improved Quality of Life:** Overall, the implementation of the Tactical Urbanism Policy is expected to lead to a higher quality of life for residents, with more attractive, functional, and engaging public spaces throughout the city.

### Success Metrics:

- **Number of Projects Implemented:** Track the number of tactical urbanism projects completed each year to measure the level of community engagement and activity.
- **Community Participation:** Measure the level of community participation in project proposals, planning, and implementation to gauge the policy's effectiveness in empowering residents.
- **Impact on Public Spaces:** Assess the impact of projects on public spaces, such as increased foot traffic, use of amenities, and overall attractiveness.







## Community Engagement & Promotion Programs Recommendations

### A. Active Transportation Advisory Committee

#### Recommendation:

Establish an Active Transportation Advisory Committee (ATAC) in Fort Smith. This committee will serve as a dedicated body focused on promoting and advancing active transportation options, such as walking, cycling, and public transit, throughout the city. The ATAC should be composed of representatives from relevant city departments, local advocacy groups, schools, businesses, and community organizations, as well as individuals with expertise in active transportation planning and design. The committee should meet regularly and provide regular reports and recommendations to the city government. Key focus areas for the committee include but are not limited to the following.

- **Advising on Policy and Planning:** Providing input and recommendations to the city government on policies, programs, and infrastructure projects related to active transportation.
- **Community Engagement:** Engaging with residents, community groups, and stakeholders to raise awareness of active transportation benefits and gather input on local needs and priorities.
- **Infrastructure and Safety:** Reviewing and evaluating existing and proposed infrastructure projects to ensure they meet the needs of pedestrians, cyclists, and public transit users, focusing on safety and accessibility.
- **Education and Outreach:** Developing and implementing educational initiatives to promote safe and responsible active transportation practices among residents of all ages.

Monitoring the implementation and impact of active transportation initiatives and making recommendations for improvements based on data and feedback.

#### Expected Outcomes:

- **Improved Active Transportation Infrastructure:** The ATAC's recommendations will lead to the development of safe, accessible, and well-connected active transportation networks throughout the city, encouraging more residents to walk, bike, and use public transit.
- **Increased Active Transportation Usage:** By promoting the benefits of active transportation and addressing barriers to its use, the ATAC will encourage more residents to choose active modes of transportation for their daily trips.
- **Enhanced Safety:** The ATAC's focus on infrastructure and safety will result in improvements that reduce the risk of accidents and conflicts between different modes of transportation, making streets safer for everyone.
- **Healthier and More Active Community:** Increased active transportation usage will lead to a healthier and more active community, with residents enjoying the physical and mental health benefits of walking, biking, and using public transit.



- **Environmental Benefits:** A shift towards active transportation can reduce greenhouse gas emissions and air pollution, contributing to a cleaner and more sustainable environment.
- **Community Engagement and Empowerment:** The ATAC's efforts to engage with residents and stakeholders will empower the community to take an active role in shaping its transportation future, leading to more inclusive and equitable decision-making processes.
- **Economic Benefits:** Investing in active transportation infrastructure and programs can lead to economic benefits, such as increased property values, improved retail sales along active transportation routes, and reduced healthcare costs due to a healthier population.

### Success Metrics:

**Active Transportation Mode Share:** Measure the percentage of trips made by walking, biking, or using public transit compared to driving alone to track the shift towards more sustainable modes of transportation.

**Infrastructure Improvements:** Track the number and quality of active transportation infrastructure projects, such as new bike lanes, pedestrian crossings, and transit stops, implemented as a result of the ATAC's recommendations.

**Safety Improvements:** Monitor changes in traffic-related injuries and fatalities involving pedestrians, cyclists, and public transit users to assess the impact of infrastructure improvements and safety initiatives.

- **Community Engagement:** Measure the level of community participation in ATAC meetings, events, and outreach activities to gauge the committee's effectiveness in engaging with residents and stakeholders.
- **Usage of Active Transportation Facilities:** Track the usage of active transportation facilities, such as bike lanes and pedestrian paths, to assess their effectiveness in encouraging active transportation.
- **Public Perception:** Conduct surveys or focus groups to assess public perception of active transportation in Fort Smith, including awareness, satisfaction, and perceived safety of walking, biking, and public transit options.
- **Environmental Impact:** Measure the reduction in greenhouse gas emissions and air pollution resulting from increased active transportation usage to assess the environmental benefits of ATAC's initiatives.
- **Equity and Accessibility:** Monitor the distribution of active transportation infrastructure and programs across different neighborhoods and demographic groups to ensure equitable access for all residents.





## B. Bicycle Friendly Business Program

### Recommendation:

The League of American Bicyclists is a national advocacy organization focused on creating safer roads, stronger communities, and a Bicycle Friendly America for everyone. Through the League's Bicycle Friendly America program, they provide a designation for bicycle friendliness to states, communities, businesses, and universities. The designations are platinum, gold, silver, and bronze and are based on specific criteria and the submission of an application. Specific to Fort Smith, an opportunity exists to work directly with local businesses to help increase their bicycle friendliness and apply for a bicycle-friendly business designation.

The city of Fayetteville, AR, has developed a Bicycle-friendly business boot camp program that provides workshops to help businesses learn how to gain the designation and assist in the application process. The City may also consider adding a community grant program that would help pay for all or a portion of a bike rack for neighborhoods or businesses that submit an application.

### Expected Outcomes:

- Businesses can realize additional visitors to their establishments when they apply the principles outlined in the designation.
- Companies can impact employee health and activity levels by reducing barriers to active transportation to and from work.
- Increases in ridership to businesses and companies both for customers as well as employees.

### Success Metrics:

- Number of businesses who apply for the designation
- Increases in the number of Bicycle friendly business designations in the city







08

## Design Guidelines



# Design Guidelines Overview

The Move Fort Smith design guidance is intended to provide public and private entities with the best practices gleaned from Arkansas and the broader nation. It also aims to establish design criteria for active transportation facilities throughout Fort Smith. Active transportation infrastructure can take various forms, including bicycle lanes, shared-use paths, sidewalks, trails, and greenways. The core objective of this guidance is to offer Fort Smith residents a transportation network that is safe, well-connected, accessible, comfortable, and convenient. To achieve this, the guidance emphasizes the importance of implementing quality designs that work in harmony with other plans, policies, and standards set by the City of Fort Smith. The document acknowledges that each active transportation project may have unique aspects, necessitating design adjustments or deviations from the standard guidelines. Therefore, it advocates for the application of context-sensitive solutions and professional engineering judgment in such cases. This design guidance establishes high expectations for the design and construction of active transportation infrastructure. Finally, these guidelines are not intended to be an exhaustive list of all design considerations and details, and guidance shall not be considered a legal standard. Designers and the city should always consult the manuals and guidance outlined in the publications listed herein when finalizing and applying designs for any project.

Design guidelines were developed using research and guidance provided by multiple state and national sources including, but not limited to, the Federal Highway Administration (FHWA), the Arkansas Department of Transportation (ARDOT), the Institute of Transportation Engineers (ITE), the American Association of State Highway and Transportation Officials (AASHTO), and the National Association of City Transportation Officials (NACTO). The collective work and publications developed by these respected entities are cited throughout the Move Fort Smith Design Guidance.

The following publications have been utilized in the development of these guidelines:

- FHWA-Small Town and Rural Multimodal Networks (2016)
- FHWA-Bikeway Selection Guide (2019)
- NACTO-Urban Bikeway Design Guide (2014)
- ITE-Traffic Calming ePrimer
- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)- 11th edition (2023)
- AASHTO-Guide for the Development of Bicycle Facilities (2012)
- FHWA-Separated Bike Lane Planning and Design Guide (2015)
- ARDOT-Arkansas Vulnerable Road User Safety Assessment (2023)
- Minnesota Department of Transportation-Bicycle Facility Design Manual (2020)

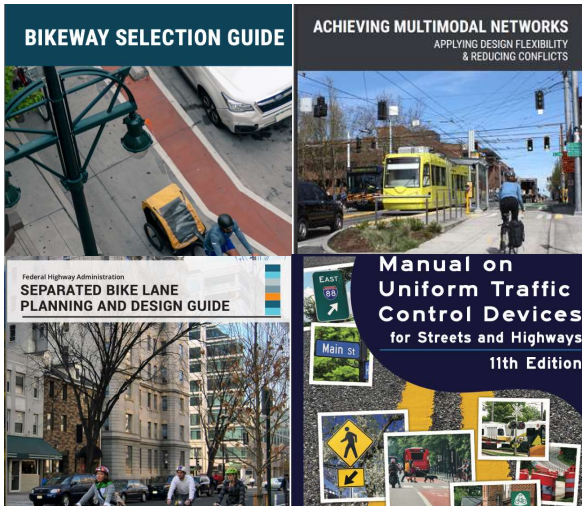




# Resources

## Federal Highway Administration (FHWA)

- FHWA Bikeway Selection Guide (2019)
- Achieving Multi-Modal Networks (2016)
- Separated Bike Lane Planning and Design Guide (2015)
- Manual on Uniform Traffic Control Devices- 11th Edition (2023)



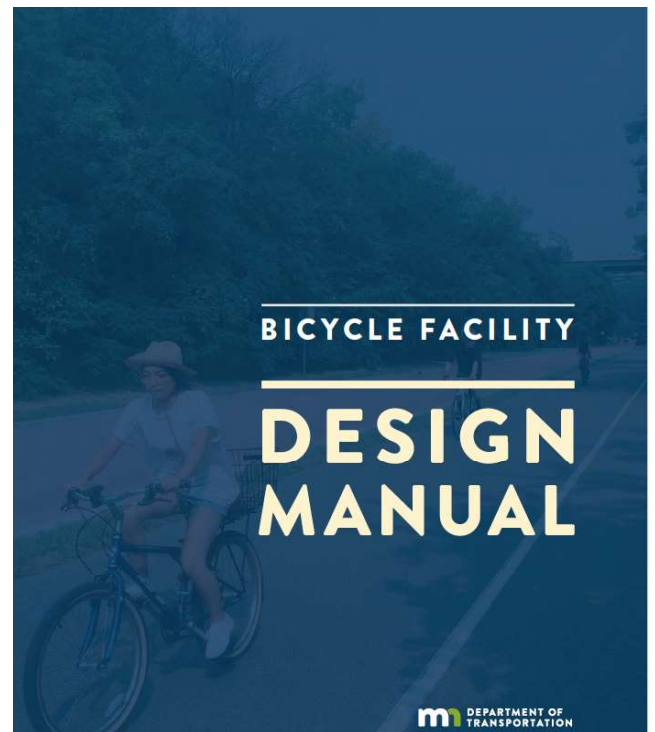
## National Association of City Transportation Officials (NACTO)

- Urban Bikeway Design Guide (2014)
- Urban Street Design Guide (2013)
- Transit Street Design Guide (2016)



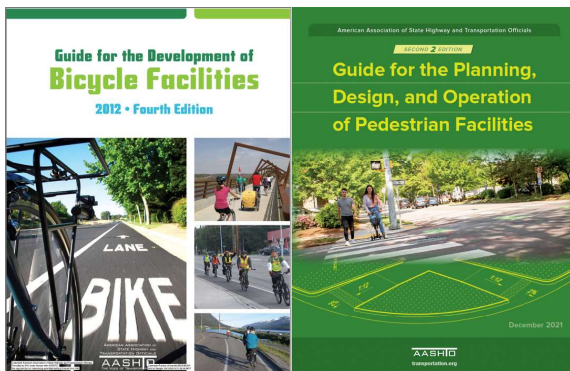
## Minnesota Department of Transportation (MNDOT)

- Bicycle Facility Design Manual (2020)



## American Association of State Highway Transportation Officials (AASHTO)

- Guide for the Development of Bicycle Facilities (2012)
- Guide for the Planning, Design, and Operations of Pedestrian Facilities (2021)





# Designing for Vulnerable Road Users

The Federal Highway Administration (FHWA) defines a vulnerable road user (VRU) as a nonmotorist with a fatality analysis reporting system (FARS) person attribute code for pedestrian, bicyclist, another cyclist, and person on personal conveyance or an injured person that is or is equivalent to a pedestrian or pedal cyclist as defined in the ANSI D16.1-2007 (See 23 U.S.C. 148(a)(15) and 23 CFR 490.205). A vulnerable road user may include people walking, biking, or rolling. Active transportation planning is focused on vulnerable road users and helping to plan networks that can move vulnerable road users safely and efficiently.



In November 2023, The Arkansas Department of Transportation (ARDOT) published the [“Arkansas Vulnerable Road User Safety Assessment”](#). The purpose of the Vulnerable Road User Safety Assessment is to assess the safety performance of all public roads in the State of Arkansas with respect to vulnerable road users. Drawing on insights and recommendations from this assessment, ARDOT developed recommended strategies and countermeasures to address vulnerable road user safety. The following strategies are a summation of potential countermeasures to improve infrastructure and design to protect VRUs:

**Strategy 1:** Continue to improve statewide infrastructure and design to protect vulnerable road users.

**Strategy 2:** Continue implementing countermeasures, programs, and policies to protect vulnerable road users.



## Potential Countermeasures Identified in the Arkansas VRU Safety Assessment:

### Remove or Manage Conflicts:

- i. Separate users in space
  - Bicycle lanes
  - Protected bike lanes
  - Road diets
  - Medians & pedestrian refuge islands
  - Sidewalks and walkways
  - Shared-use paved paths
- ii. Separate users in time
  - Leading pedestrian interval
  - Pedestrian hybrid beacons

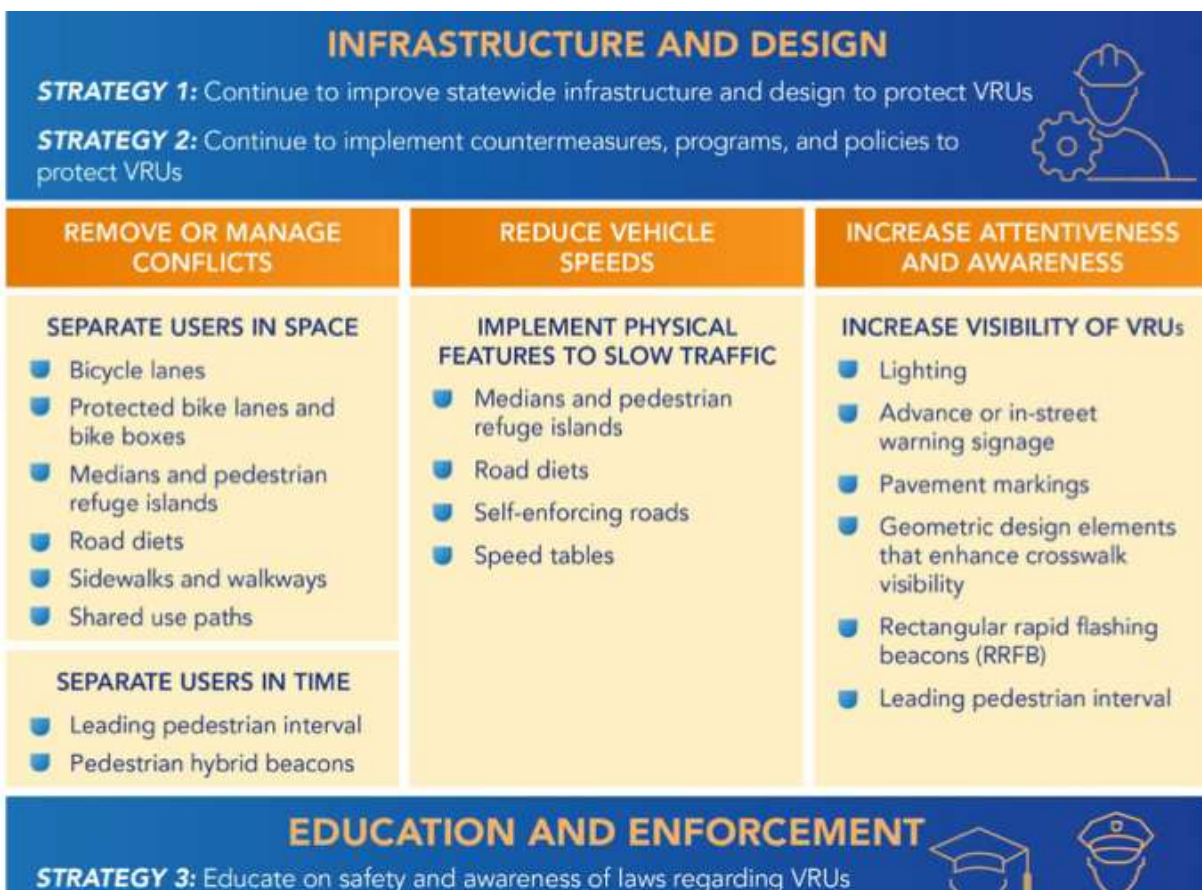
### Reduce Vehicle Speeds:

- i. Implement physical features to slow traffic
  - Medians
  - Pedestrian refuge islands
  - Road diets
  - Self-enforcing roads
  - Speed tables

### Increase Attentiveness and Awareness:

- i. Increase the visibility of VRUs
  - Lighting
  - Advance or in-street warning signage
  - Pavement markings
  - Geometric design elements that enhance crosswalk visibility
  - RRFBs
  - Leading pedestrian intervals

These recommendations, combined with the myriad of design and planning guidance outlined by national associations, including FHWA, underpin the recommended design guidelines.



AR Vulnerable Road User Safety Assessment, ARDOT



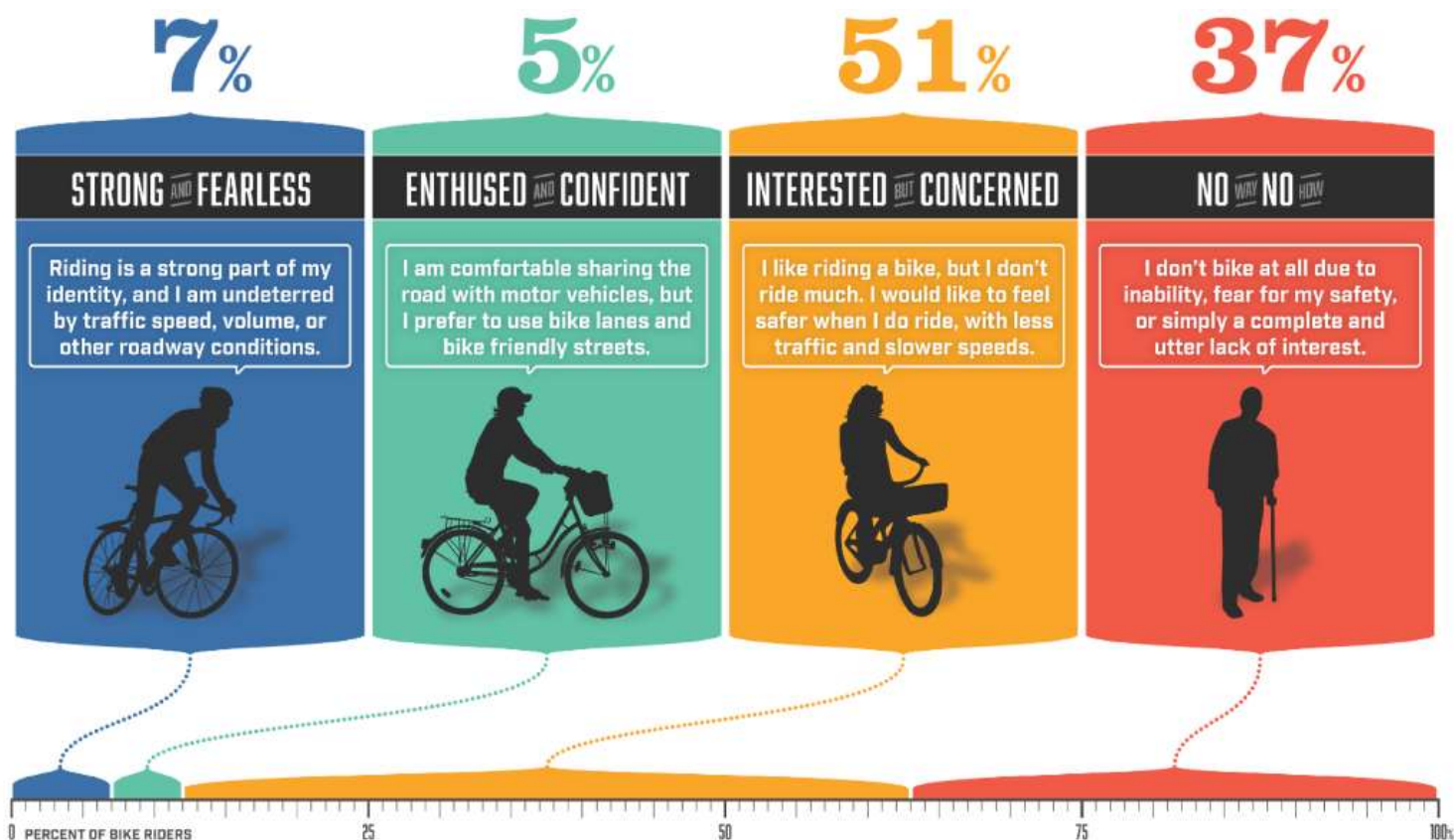
# Bicycle Design Needs

According to a national study conducted in 2015, statistically most of the U.S. population would like to bicycle for some trips but don't due to the stigma that biking on streets is unsafe or too stressful. See *Figure 1*. Typical categories of people's attitudes toward bicycling are often broken into four groups:

1. **No way, no how (37%)**
2. **Interested but concerned (51%)**
3. **Enthusied and confident (5%)**
4. **Strong and fearless (7%)**

The "No way, no how" group of respondents feel that bicyclists mixed with vehicular traffic are extremely unsafe and not worth the risk. The "Interested but concerned" respondents are most comfortable with less traffic and slower speeds.

The "Enthusied and confident" respondents are indifferent to sharing streets or being separated from vehicular traffic. The "Strong and fearless" respondents have no issues sharing space with vehicular traffic, regardless of traffic volume or speeds. As vehicular traffic volumes and speeds increase, bicyclists' confidence decreases. The planning process has identified various active transportation facility types focused on encouraging more people to ride bikes. When active transportation facilities do not feel safe or comfortable, newer or less confident riders will choose not to use them.



**Figure 1**



## All Ages and Abilities Design Guidelines

Figure 2, developed by NACTO, provides guidance in choosing a bikeway design to facilitate an All Ages & Abilities bicycling environment based on a street's basic design and motor vehicle traffic conditions such as vehicle speed and volume. This chart should be applied as part of a flexible, results-oriented design process on each street, alongside robust analysis of local bicycling conditions as discussed in the remainder of this document. Users of this guidance should recognize that, in some cases, a bicycle facility may fall short of the All Ages & Abilities criteria, but still substantively reduce traffic stress. Jurisdictions should not use an inability to meet the All Ages & Abilities criteria to avoid implementing a bikeway. They should not prohibit the construction of facilities that do not meet the criteria.

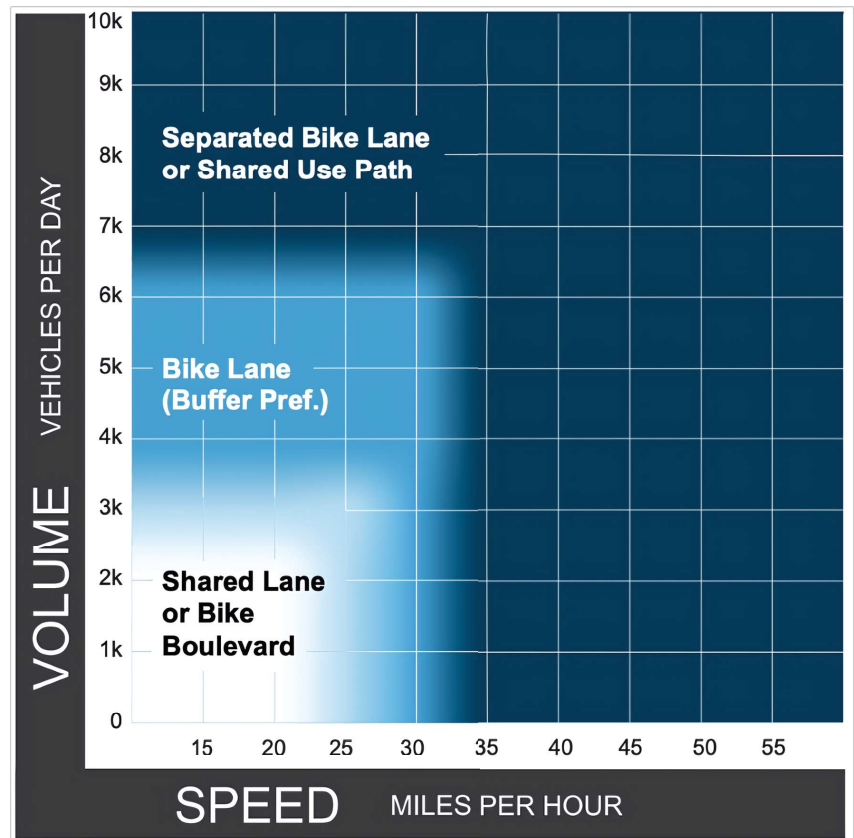
Contextual Guidance for Selecting All Ages & Abilities Bikeways				
Roadway Context				All Ages & Abilities Bicycle Facility
Target Motor Vehicle Speed*	Target Motor Vehicle Volume (ADT)	Motor Vehicle Lanes	Key Operational Considerations	
Any		Any	Any of the following: high curbside activity, frequent buses, motor vehicle congestion, or turning conflicts†	Protected Bicycle Lane
< 10 mph	Less relevant	No centerline, or single lane one-way	Pedestrians share the roadway	Shared Street
≤ 20 mph	≤ 1,000 – 2,000		< 50 motor vehicles per hour in the peak direction at peak hour	Bicycle Boulevard
≤ 25 mph	≤ 500 – 1,500	Single lane each direction, or single lane one-way	Low curbside activity, or low congestion pressure	Conventional or Buffered Bicycle Lane, or Protected Bicycle Lane
	≤ 1,500 – 3,000			Buffered or Protected Bicycle Lane
	≤ 3,000 – 6,000			Protected Bicycle Lane
	Greater than 6,000			Protected Bicycle Lane
Greater than 26 mph†	≤ 6,000	Single lane each direction	Low curbside activity, or low congestion pressure	Protected Bicycle Lane, or Reduce Speed
		Multiple lanes per direction		Protected Bicycle Lane, or Reduce to Single Lane & Reduce Speed
	Greater than 6,000	Any	Any	Protected Bicycle Lane
High-speed limited access roadways, natural corridors, or geographic edge conditions with limited conflicts		Any	High pedestrian volume	Bike Path with Separate Walkway or Protected Bicycle Lane
			Low pedestrian volume	Shared-Use Path or Protected Bicycle Lane

Figure 2

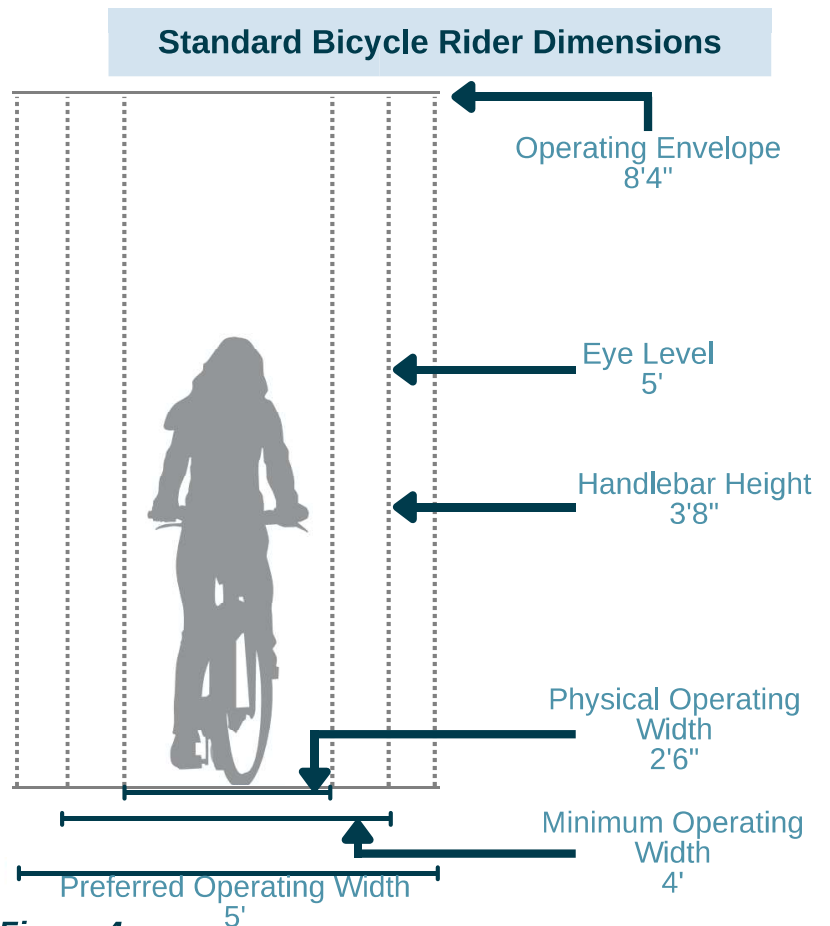


## Facility Selection

FHWA has developed a bikeway selection guide to help better inform where and when a bicycle facility would be developed. See *Figure 3*.



**Figure 3**



**Figure 4**

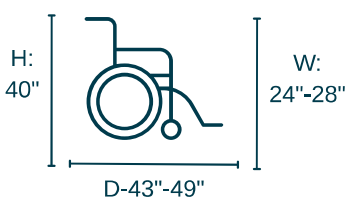


## Devices Commonly Found on Shared-Use Paved Paths

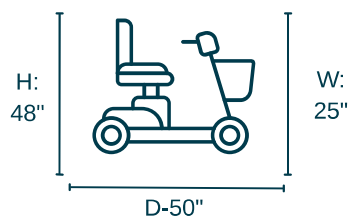
**Stroller**



**Wheelchair**



**Electric Mobility Scooter**



**Typical Adult Bike**



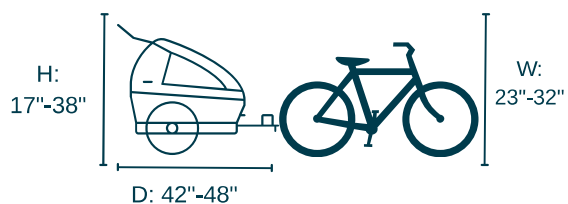
**Adult "Tandem" Bike**



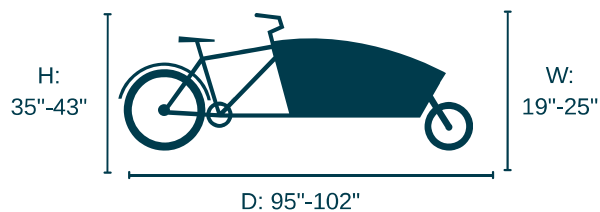
**Adult Recumbent Bike**



**Adult Bike and Trailer**



**Cargo or "Box" Bike**



**Electric Scooter**

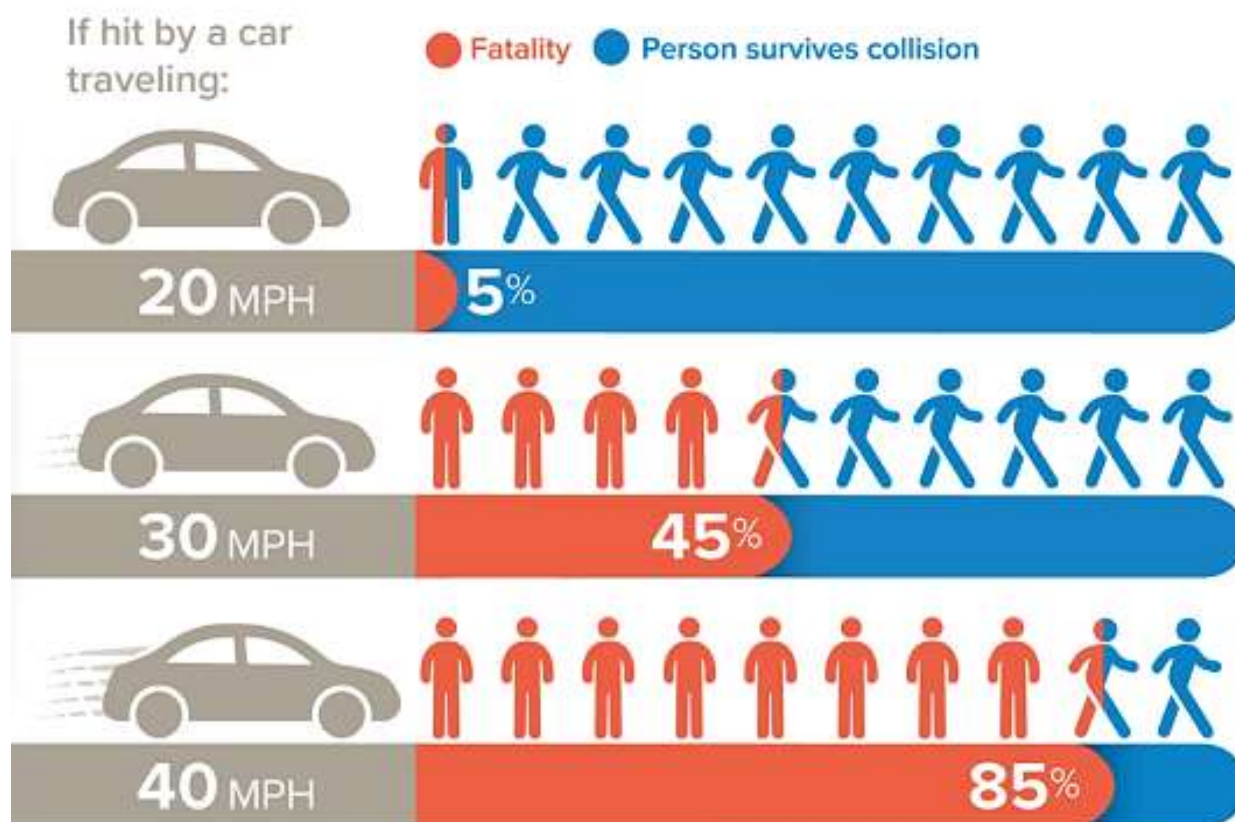




# Pedestrian Design Needs

To increase usage and participation in active modes of transportation, the infrastructure must be safe, comfortable, and connected. Vehicular speeds are a major component in the comfort and safety of vulnerable users. Lower vehicle speeds create a less intimidating environment for pedestrians, especially if they are close to the vehicles or crossing the street, and they result in fewer fatal crashes, as shown in *Figure 5* below.

In most cases, pedestrian infrastructure should be separated from vehicular infrastructure by some type of physical barrier that promotes a safe environment for all modes of transportation. All modes of transportation are required by law to be compliant with the guidelines from the Americans with Disability Act (ADA). On August 8, 2023, the Access Board published new guidelines under the ADA and Architectural Barriers Act (ABA) that address access to sidewalks, streets, crosswalks, curb ramps, pedestrian signals, on-street parking, and other components of public right-of-way. These guidelines also review shared-use paved paths, which are designed primarily for use by bike riders and pedestrians either for connectivity or recreation purposes. The new guidelines describe these new spaces as pedestrian access routes (PAR).



National Traffic Safety Board (2017) Reducing Speeding-Related Crashes Involving Passenger Vehicles. Available from: <https://www.nts.gov/safety/safety-studies/Documents/SS1701.pdf>

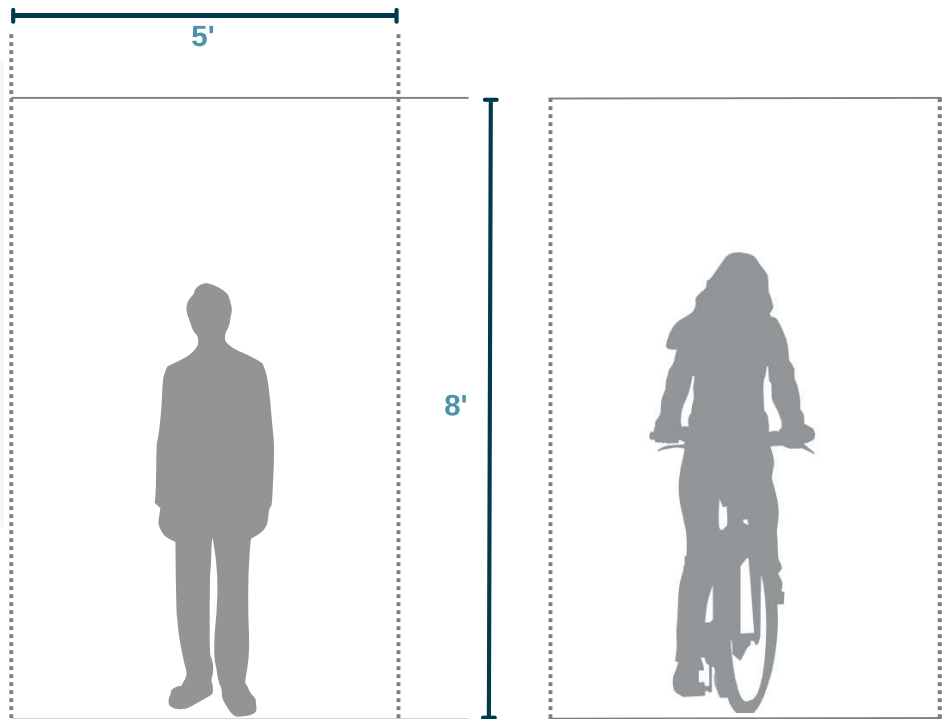
**Figure 5**



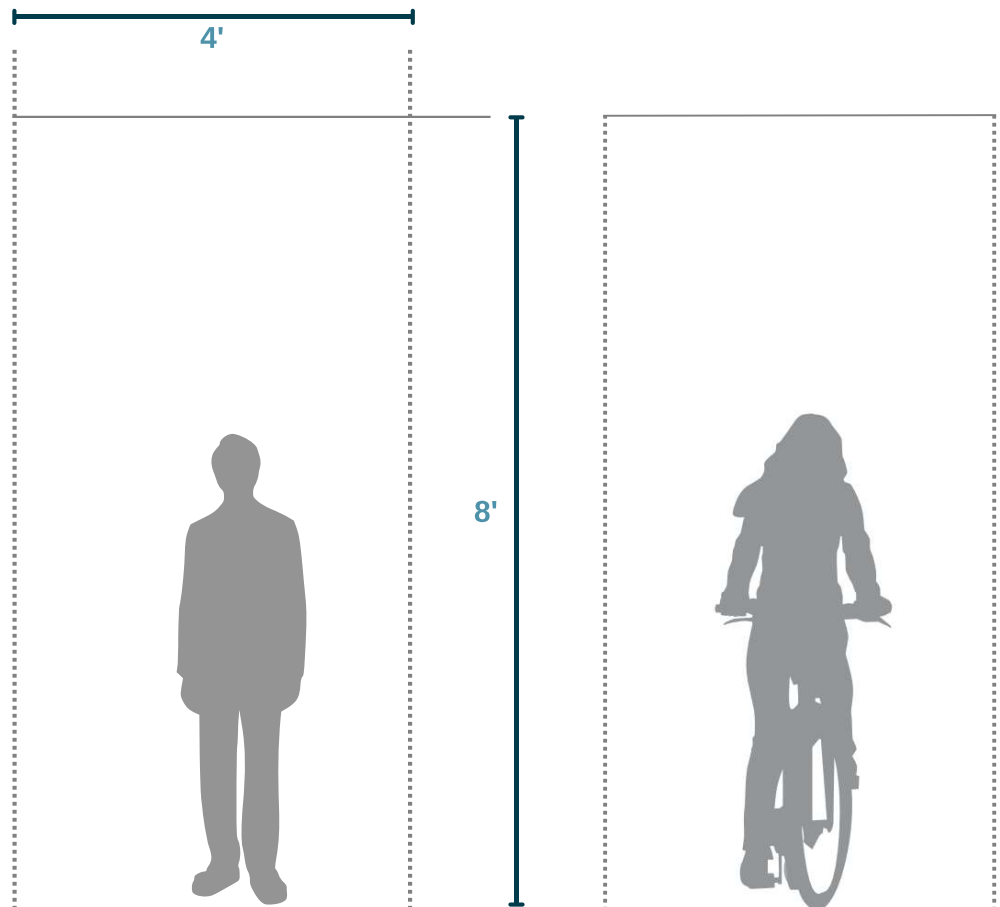
## Pedestrian Access Route Dimensions

Continuous clear width and height is required of all pedestrian access routes (PAR).

A minimum width of 5 feet or at least as wide as the crosswalk, whichever is greater, is required.



## Pedestrian Access Route Crossing Medians or Refuge Islands



## Pedestrian Access Route



## People Living with Disabilities

Designing an active transportation infrastructure that is inclusive for people living with disabilities involves a detailed understanding of various physical, cognitive, and sensory impairments. The goal is to create an environment that enables safe, comfortable, and independent travel for everyone. Here are the key design imperatives: that enable safe, comfortable, and independent travel for everyone. Here are the key design imperatives:

### Accessibility

#### Curb Ramps and Tactile Warnings:

Curb ramps with tactile warning surfaces should be installed at intersections and crossings to assist visually impaired individuals. These ramps should have a gentle slope and be wide enough for wheelchairs.

#### Wide Pathways:

Sidewalks and paths should be wide enough to accommodate wheelchairs and mobility scooters, typically at least 5 feet wide, but wider in high-traffic areas.

#### Smooth Surfaces:

Surfaces should be smooth, stable, and slip-resistant to prevent accidents and ease navigation for wheelchair users.

### Wayfinding and Signage

#### Clear Signage:

Signage should be clear, using large, high-contrast fonts and including Braille where appropriate. Consistent and intuitive symbols help in navigation.

#### Audible Signals:

Pedestrian crossings should have audible signals to aid visually impaired users and provide clear, timely instructions.

#### Tactile Maps:

At critical locations, tactile maps can help visually impaired individuals understand the layout of an area.

### Safety

#### Intersection Design:

Intersections should be designed with features such as pedestrian refuge islands, extended crossing times, and clearly marked crosswalks.

#### Lighting:

Adequate lighting is crucial for safety and should be designed to minimize shadows and glare.

#### Traffic Calming Measures:

Implement measures such as speed tables, raised crosswalks, and narrow lanes to slow down traffic and enhance pedestrian safety.

### Comfort and Convenience

#### Seating:

Provide seating at regular intervals along pathways. These should have armrests and backs to assist those with mobility impairments.

#### Shelters:

Weather protection at key points such as bus stops or resting areas is important.

#### Restrooms:

Accessible restrooms should be available and easy to locate.





## Connectivity

### Integrated Networks:

Ensure seamless connections between different modes of transportation (e.g., buses, trains) and the pedestrian network. This includes accessible transit stops and stations.

### Continuity of Pathways:

Avoid interruptions in the pedestrian network, such as steps or uneven terrain, that can hinder the movement of people with disabilities.

## Inclusive Design Principles

### Universal Design:

Apply universal design principles that ensure that environments are usable by all people to the greatest extent possible without the need for adaptation or specialized design.

### Engagement with Disability Communities:

Involve people with disabilities in the planning and design process to ensure their needs and preferences are met.

## Technology Integration

### Assistive Technologies:

Incorporate assistive technologies such as GPS-based navigation aids for visually impaired users and hearing loops for those with hearing impairments.

### Real-Time Information:

Provide real-time updates on transportation schedules and route changes through accessible formats (e.g., apps with voice output and visual displays).

## Maintenance and Management

### Regular Maintenance:

Ensure pathways and facilities are regularly maintained to address wear and tear, debris, and seasonal hazards like ice or fallen leaves.

### Clear Policies:

Develop and enforce policies that ensure accessibility features are not obstructed (e.g., by parked cars or construction work).

## Implementation Strategies

### Legislation and Standards:

Adhere to accessibility standards and guidelines such as the Americans with Disabilities Act (ADA) in the U.S. or similar regulations in other countries.

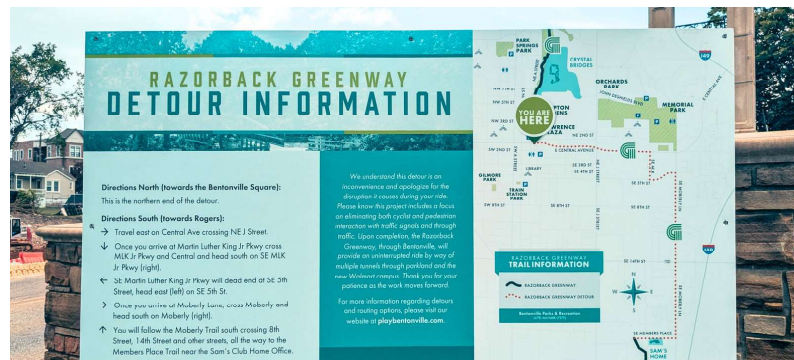
### Training for Designers and Planners:

Provide ongoing education for transportation planners and urban designers on the needs of people with disabilities.

### Funding and Incentives:

Allocate sufficient funding and incentives to prioritize and support accessible infrastructure projects.

In summary, designing an active transportation network for people living with disabilities requires a multifaceted approach that prioritizes accessibility, safety, and inclusivity. By integrating these imperatives into the planning and development process, urban environments can become more navigable and welcoming for everyone.





# Shared-Use Facilities

Shared-use facilities allow for and accommodate different types of users and are focused on creating safe and comfortable connections for bicycle riders, pedestrians, and people using mobility devices such as wheelchairs and electric mobility scooters. The Move Fort Smith design guidelines focus on the following types of shared-use facilities:

## 1 Shared-Use Paved Paths

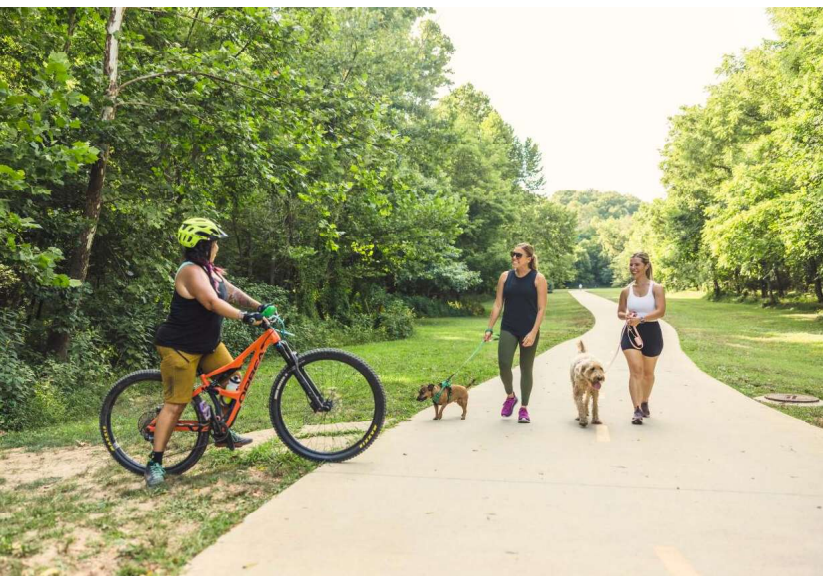
Shared-use paved paths are pathways dedicated to pedestrians and bicycle riders, separated from motor vehicles and roadways, and often found in parklands accommodating both pedestrians and cyclists.

## 2 Sidepaths

Sidepaths are shared-use paved paths running parallel to a road, separated from motor vehicles by a barrier or buffer, and are for use by pedestrians and cyclists.

## 3 Mixed Traffic Alleyways

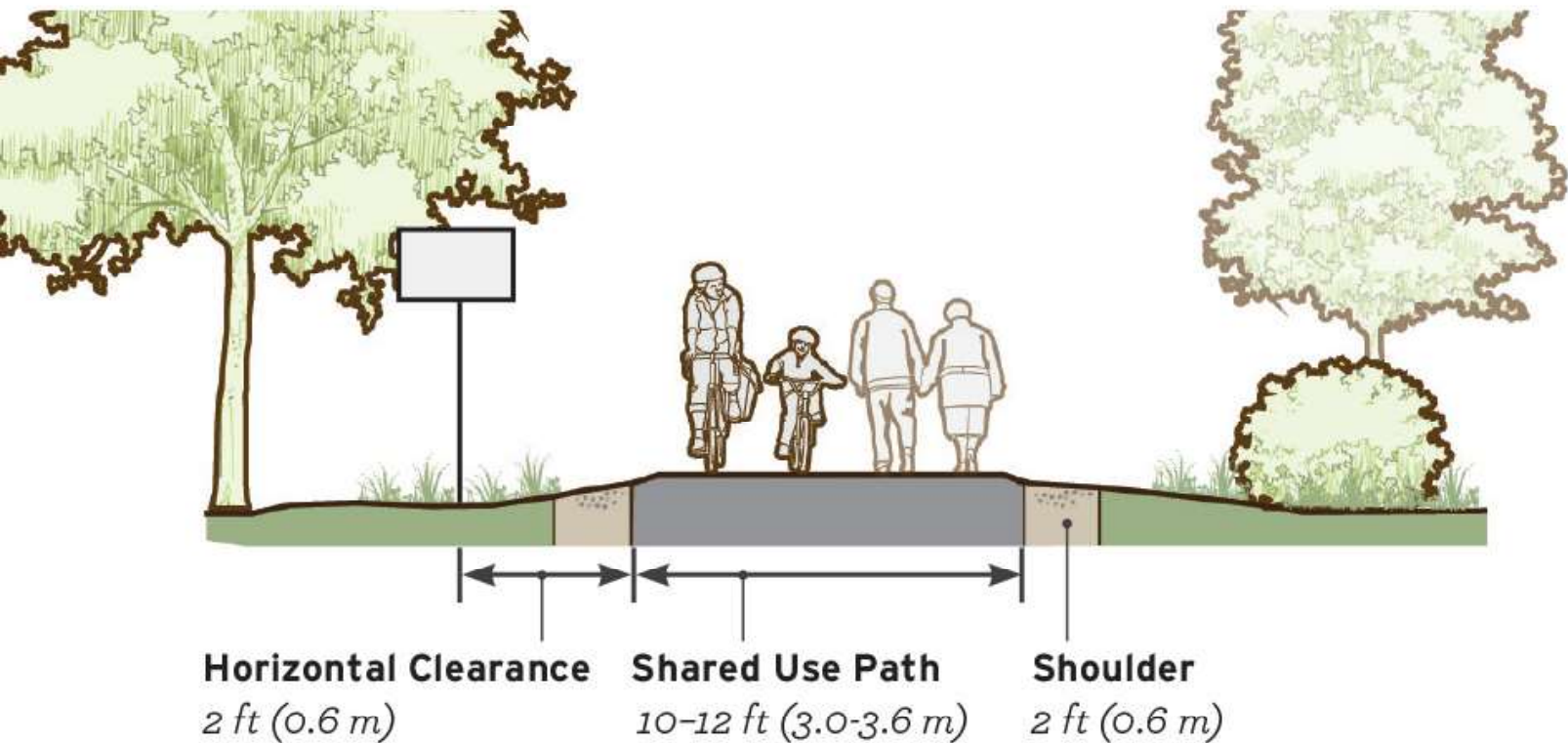
Alleyways allow pedestrians and bike riders to navigate residential or commercial areas along routes generally with low vehicular traffic and parallel to the larger street network.





# 1 Shared-Use Paved Paths

Shared-use paved paths can provide a travel network for non-motorized users to get to different places and make connections not along roadways. In addition to connecting different destinations, off-road shared-use paved paths can provide access to natural areas or for recreation.



*Small Town and Rural Design Guide, FHWA*





## Shared-Use Paved Paths Design

### Typical Applications:

- In natural areas and parks
- Shortcuts between cities or neighborhoods
- For recreation and transportation
- Surfaces can be concrete, asphalt, or other hard surfaces

### Design Guidance:

- A 10 ft width is recommended in most situations and will be adequate for moderate levels of traffic and use.
- A 2 ft shoulder should be provided on each side of the path, kept clear of vertical elements or obstructions.
- A two-way bicycle path must be at least 8 feet long and is only recommended for low-traffic situations or short lengths.
- 12-14 ft is recommended for heavy-use situations with high concentrations of multiple users.
- Wider paths are useful to accommodate maintenance vehicles. They are also useful on steep grades to allow for comfortable passing and meeting and through curves to provide more operating space.

### Side Slopes:

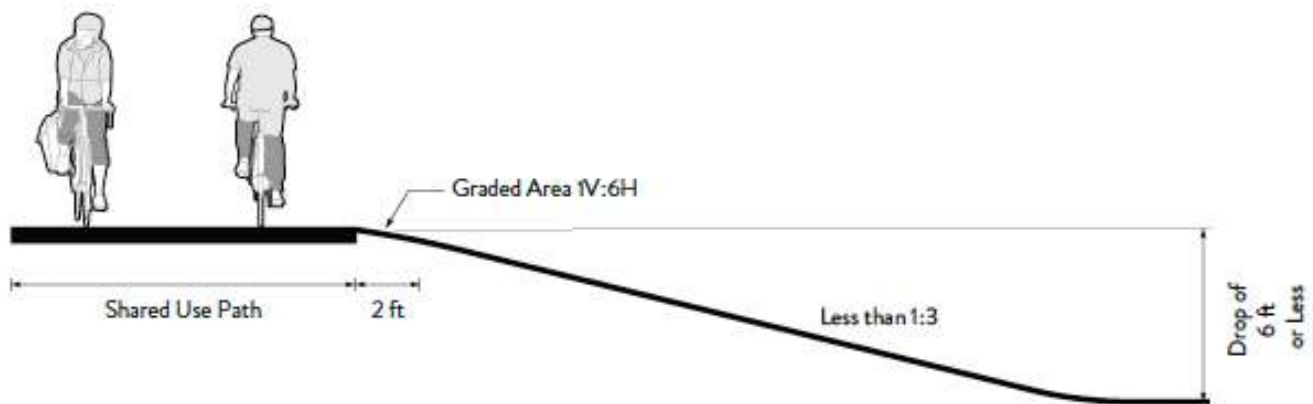
The shoulders of shared-use paved paths should be graded in a manner that provides a recoverable area for users who leave the path either intentionally or unintentionally. At a minimum, there should be a 2-foot-wide graded area with a maximum slope of 1V:6H. Ideally, the shoulder should be 3 to 5 feet wide, but the minimum 2 feet of clear shoulder at a maximum of 1V:6H slope should be maintained.

In locations with a downhill slope greater than 1V:3H adjacent to the path, a wider shoulder (5 feet or more) with a 1V:6H slope should be considered before the top of the steeper slope. Conditions such as slope, the height of the drop, and conditions at the bottom of the drop should be considered in analyzing whether barriers such as fences, rails, or dense vegetation should be used to reduce risks to trail users.

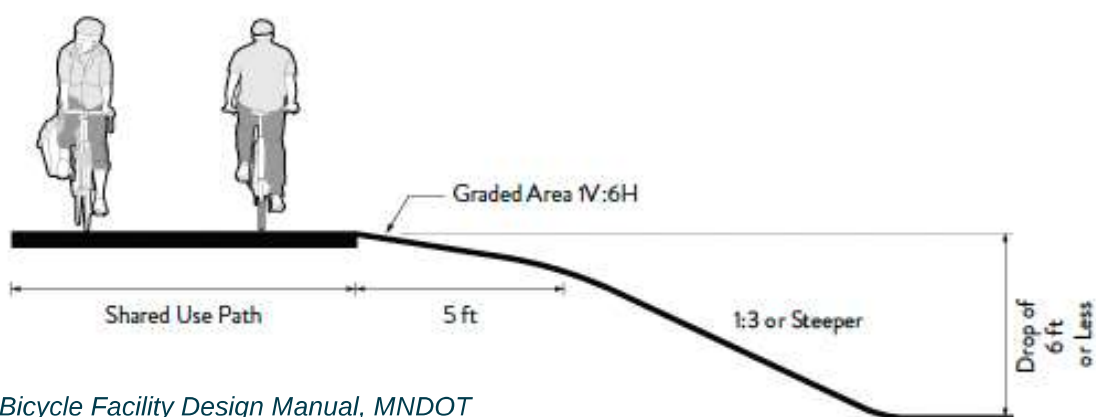
A physical barrier or rails are recommended where a 5-foot wide recovery area cannot be maintained, and there are:

- slopes of 1V:3H or steeper with a drop of 6 feet or greater,
- slopes of 1V:3H or steeper adjacent to a parallel body of water or other substantial obstacle,
- slopes of 1V:2H or steeper with a drop of 4 feet or greater,
- or slopes 1V:1H or steeper with a drop of 1 foot or greater.





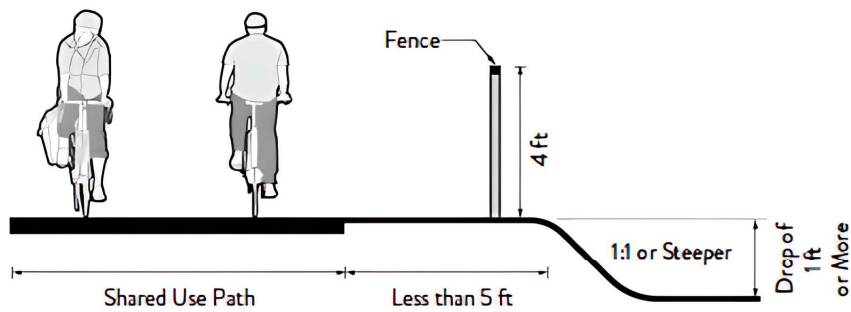
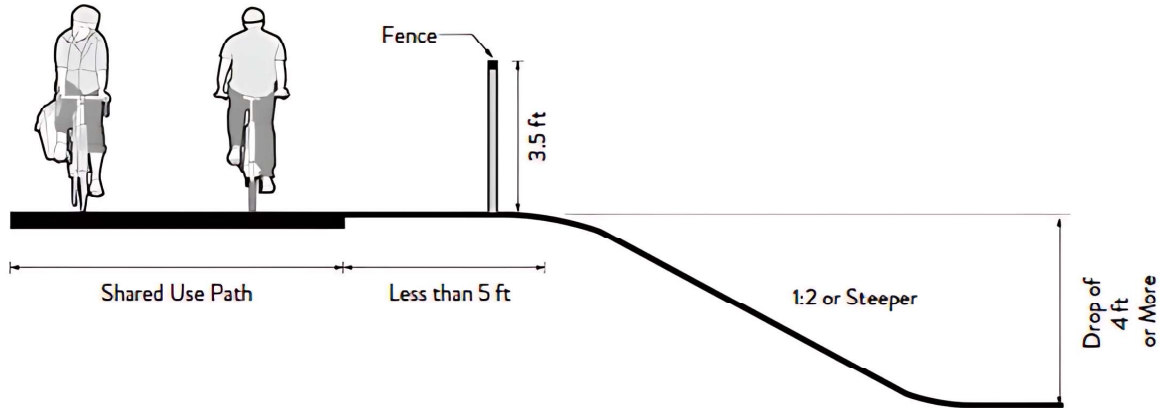
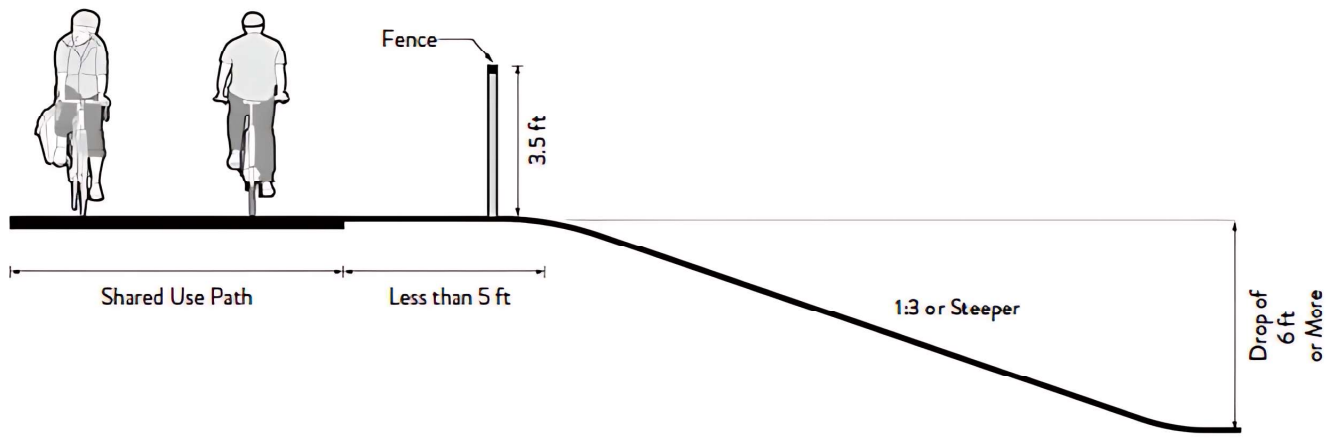
Condition 1: Gentle side slope, no fence or additional graded area needed



*Bicycle Facility Design Manual, MNDOT*







*Bicycle Facility Design Manual, MNDOT*





### Cross Slopes:

The ideal cross slope for shared-use paved paths is 1%, as they are easier for people in wheelchairs to navigate while being able to convey drainage. Additionally, cross slopes should not exceed 2% to meet disability design requirements.

Cross slopes should transition to connect to existing slopes to adjust to changes in slope or drainage, or sometimes to a horizontal curve. These transitions should be smooth and comfortable for users and have a minimum length of 5 feet per 1% change in cross slope.

### Stopping Sight Distance:

Shared-use paved path design should take into consideration stopping sight distance to ensure that there is time to react to unexpected conditions. Stopping sight distance calculations include variables such as reaction time, starting speed, the coefficient of friction between the path and the wheels, the grade of the path, and the braking ability of the user's equipment. Formulas for calculating stopping sight distance can be found in resources such as the 2012 AASHTO Bike Guide. Sight distance needs to be evaluated for vertical curves, as well as horizontal curves. In locations where there isn't adequate stopping sight distance for trail users, pavement markings such as a solid yellow center stripe indicating a "no passing" zone or curve warning signs should be considered.



### Grade:

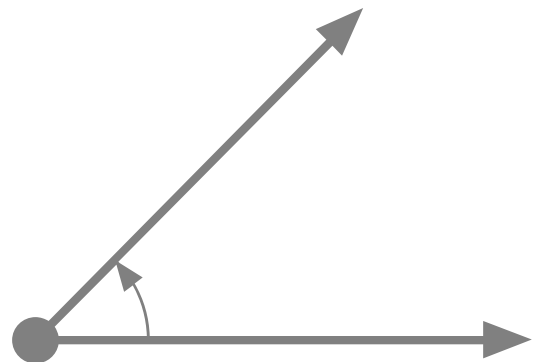
Shared-use paved paths should have a maximum grade of 5%. Grades should be minimized on long stretches, as steep ascents and descents can be difficult and dangerous for many trail users. Pedestrian access standards must also be met with off-road shared-use paved paths, which also limits maximum grades to 5%, except under certain circumstances which can be found on the U.S. Access Board website.

Options to mitigate excessive grades include:

- When long grades must be used, provide an additional width of 4 to 6 feet to permit slower bicyclists to dismount and walk uphill and to provide more space for fast downhill riders.
- Install hill warning signs for bicyclists (W7-5 in the MUTCD) and alert users to the maximum percent grade.
- Provide greater clearances on each side of the path and/or railings where appropriate.
- Provide resting areas and resting intervals with flatter grades.
- Use a series of short switchbacks with 4 to 6 feet of extra maneuvering space.
- Consider the use of advisory speed plaques.

Grades of less than 0.5% should be avoided because they create challenges with stormwater conveyance. It is better to use small rolling hills that convey storm drainage to outlet locations.

The path material must also be considered, as grades steeper than 3% may be difficult for users when the path is unpaved.





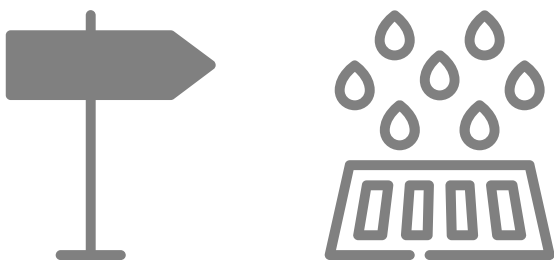
### Design Speed:

Design speeds should be selected and used for all pertinent features along a shared-use paved path to provide continuity along the path. Usually, the selected speed should be at least as high as the preferred speed of the fastest common user. This speed depends on many conditions, including the type of equipment being used, the purpose and length of the trip, the condition and grade of the path, wind conditions, and the number and type of other users. Design speeds for paths are typically reported in 2 mph increments and range from 12 mph to 30 mph. Most paths in flat areas have a design speed of 18 mph, but it varies depending on all the path conditions. In some areas, it may be desirable to lower speeds through geometric design, such as horizontal curves, to reduce the likelihood of crashes at conflict points.

### Pavement Markings:

Pavement markings on sidepaths can be used to indicate separation of lanes, provide guidance on assigned travel paths, and provide information in advance of turning and crossing maneuvers. They should be retroreflective and use materials that will minimize loss of traction under wet conditions. On two-way paths, a solid yellow centerline stripe may be used when passing is not permitted (due to sight distance concerns or heavy user volumes), and a broken yellow line may be used when passing is permitted.

In some areas of extremely heavy path volumes, pedestrians and wheeled users can be segregated using pavement markings. The markings and signage should clearly define what lane is used for bi-directional pedestrian use and also define lanes for each direction of bicycle traffic. The pedestrian only lane should be on the side of the path with a view when applicable.



### Horizontal Alignment:

Most adult bicyclists lean while turning at corners to avoid falling. There are two methods for calculating the minimum radius of horizontal curvature for bicycles: using the “lean angle” or the superelevation method. These methods are outlined in resources such as the 2012 AASHTO Bike Guide. When the minimum radius of horizontal curvature cannot be achieved in the path design, warning signs or widened pavement through turns can be used.

### Signage:

Knowing your location within an active transportation network is important for user security while enhancing the experience. See the “Signage and Wayfinding” section under Trail/Greenway Amenities for additional information.

### Vertical Alignment:

The vertical alignment should provide users with a smooth and comfortable experience. It should also provide users with sight distances that allow them to pass other users safely. In flat areas, a gradually rolling vertical profile can help convey stormwater better than letting the area remain flat around the path.

### Drainage:

Minimum cross slopes of 1 percent typically provide conditions for adequate drainage, and paths are typically sloped uniformly in one direction rather than crowning. The slope direction typically follows the natural terrain to avoid the need for channelized flow where possible. When needed, manhole covers and bicycle-compatible drainage grates should be located outside the pathway.





### **Surfaces:**

Paved shared-use paths can be either concrete or asphalt. Asphalt is the most common surface since it has the lowest initial cost. However, concrete paths have been proven to reduce maintenance costs over the long term and are more durable. When concrete is used, saw-cut concrete joints are recommended to improve users' experience.

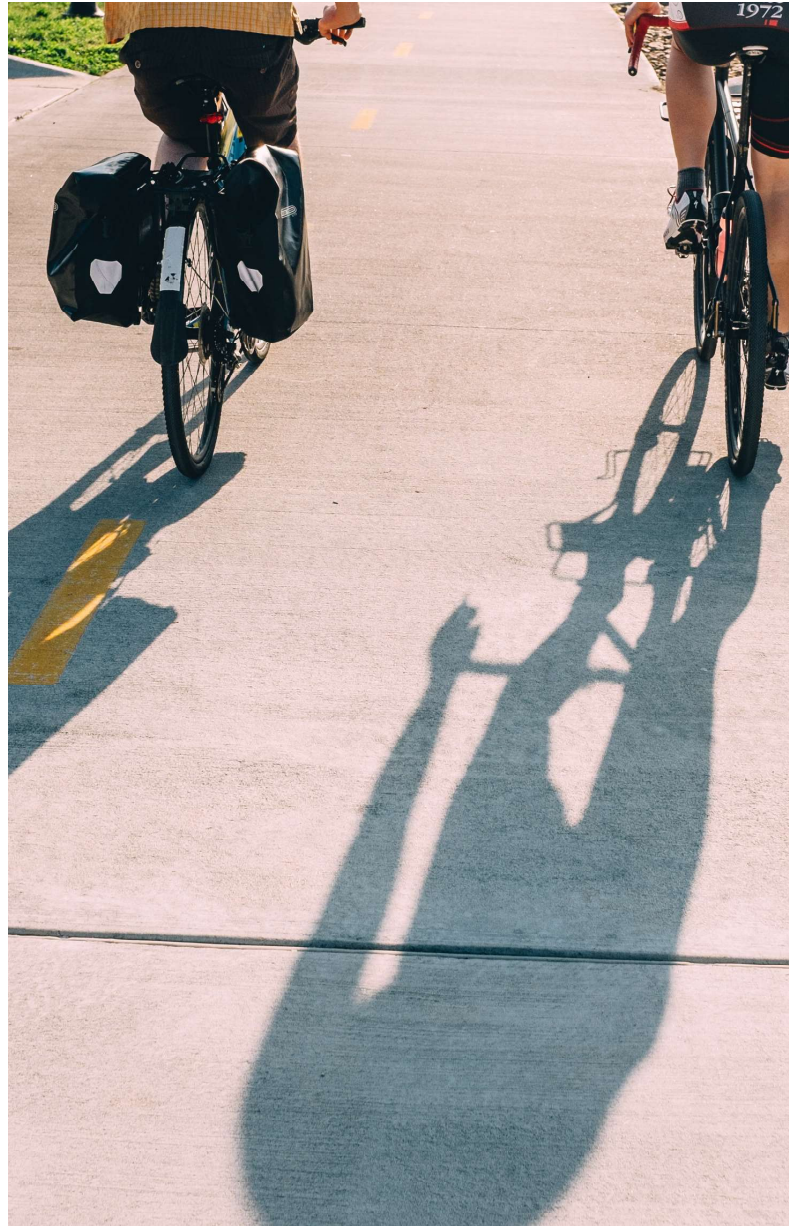
Asphalt's advantages include that it has a lower initial construction cost, is softer and preferred by runners and walkers, and pavement markings are often more visible on asphalt over concrete due to a higher contrast.

A soil investigation should be performed and considered along with the expected loads (maintenance and emergency vehicle use should be considered) on the trail to determine the pavement section design for all paved paths.

Efforts should be made to ensure a smooth riding surface. When utility covers or drainage grates are required, they should be bicycle-compatible and flush with the pavement surface.

### **Accessibility:**

Aspects such as the surface type, cross slope, and grade directly affect the accessibility of shared-use paved paths. Wheelchair users can most easily navigate hard surface paths with a cross slope of 1%. Slopes of shared-use paved paths should be 5% or less, and rest areas and rest intervals should be considered for long stretches of steep slopes.





## Locating Shared-Use Paved Paths

### Floodway Trails/Greenways:

Trails and greenways planned within floodplains must consider preserving the existing vegetation. These areas provide water quality from stormwater runoff and habitats for wildlife. Infrastructure within these areas should be made of concrete or a form of grouted stone pathways that are compliant with federal, state, and local laws.

### Utility Easement Trail/Greenway:

Utility easements not adjacent to a roadway can provide a route for trails, depending on the nature of the easement. Trails can often be located in easements for overhead electric and fiber optic lines as they are high enough that they won't interfere with the PAR, but these routes can vary in topography and may have drastic elevation changes. Typically, these easements are not very wide and require maintenance vehicles to traverse the easement. The design of trails in these areas should consider the additional weight of occasional maintenance vehicles to provide an adequate cross-section.

### Drainage Easement Trail/Greenway:

Like utility easements, drainage easements come in a variety of widths. These easements work great for trails because the drainage systems that are open designs are typically smooth and do not include steep grades. However, they can pose a safety risk due to their proximity to deep channels or ditches—especially during a storm event when water is moving fast. Trail designs along these types of drainage easements should separate pedestrian traffic from the channel or ditch by some type of physical barrier, such as a fence, decorative bollards with cabling, etc.

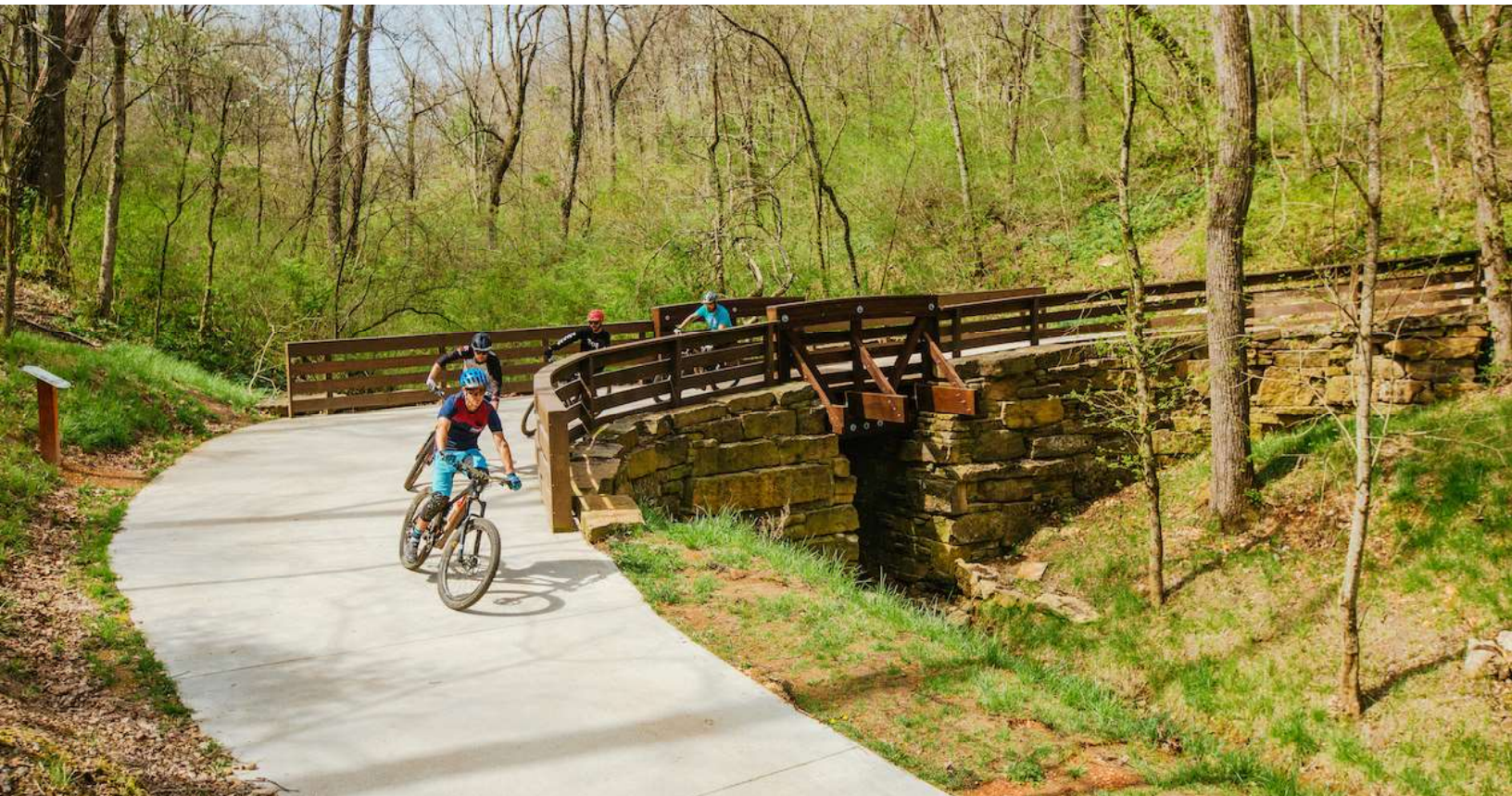
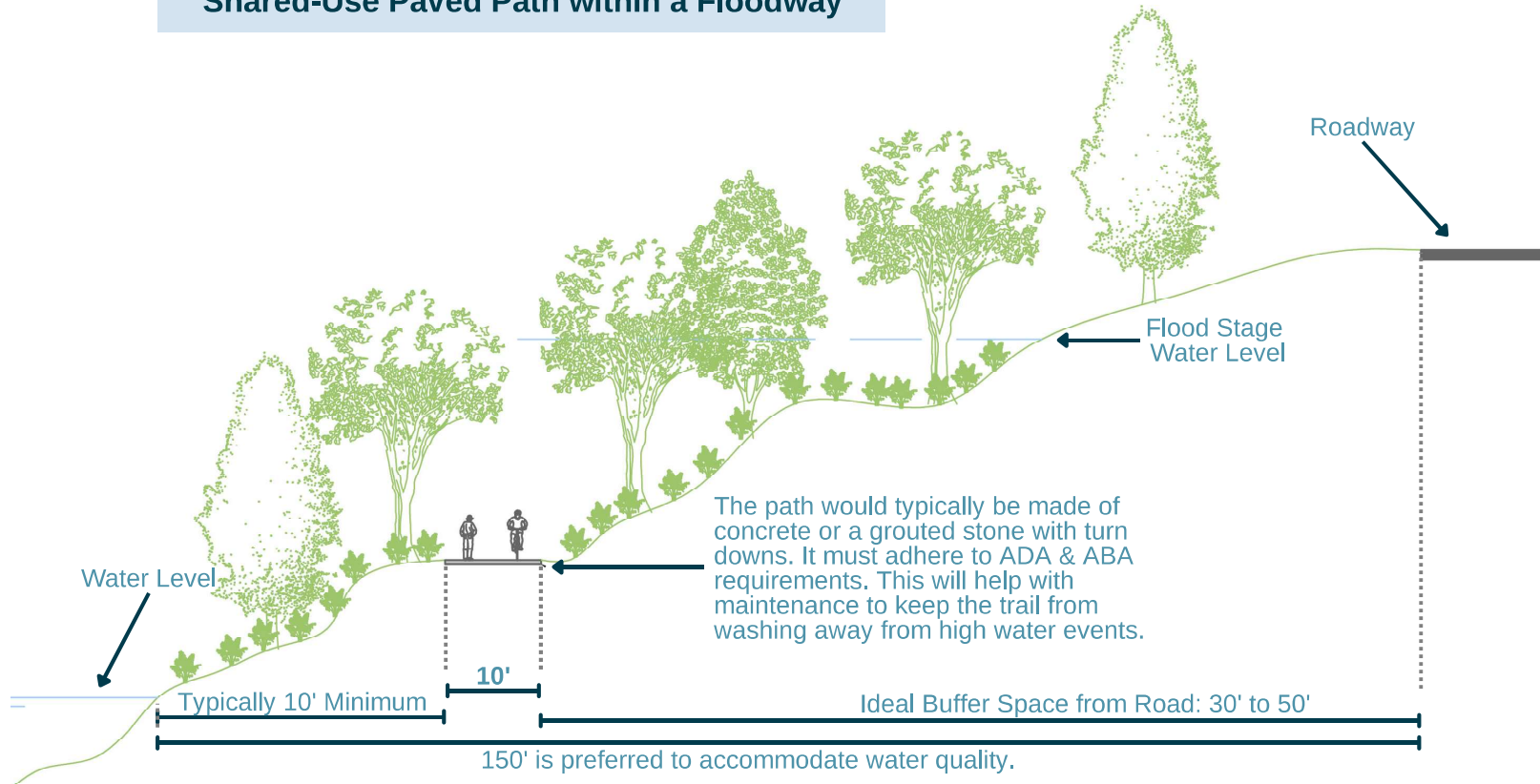


### Railroad Right-of-Way Trail/Greenway:

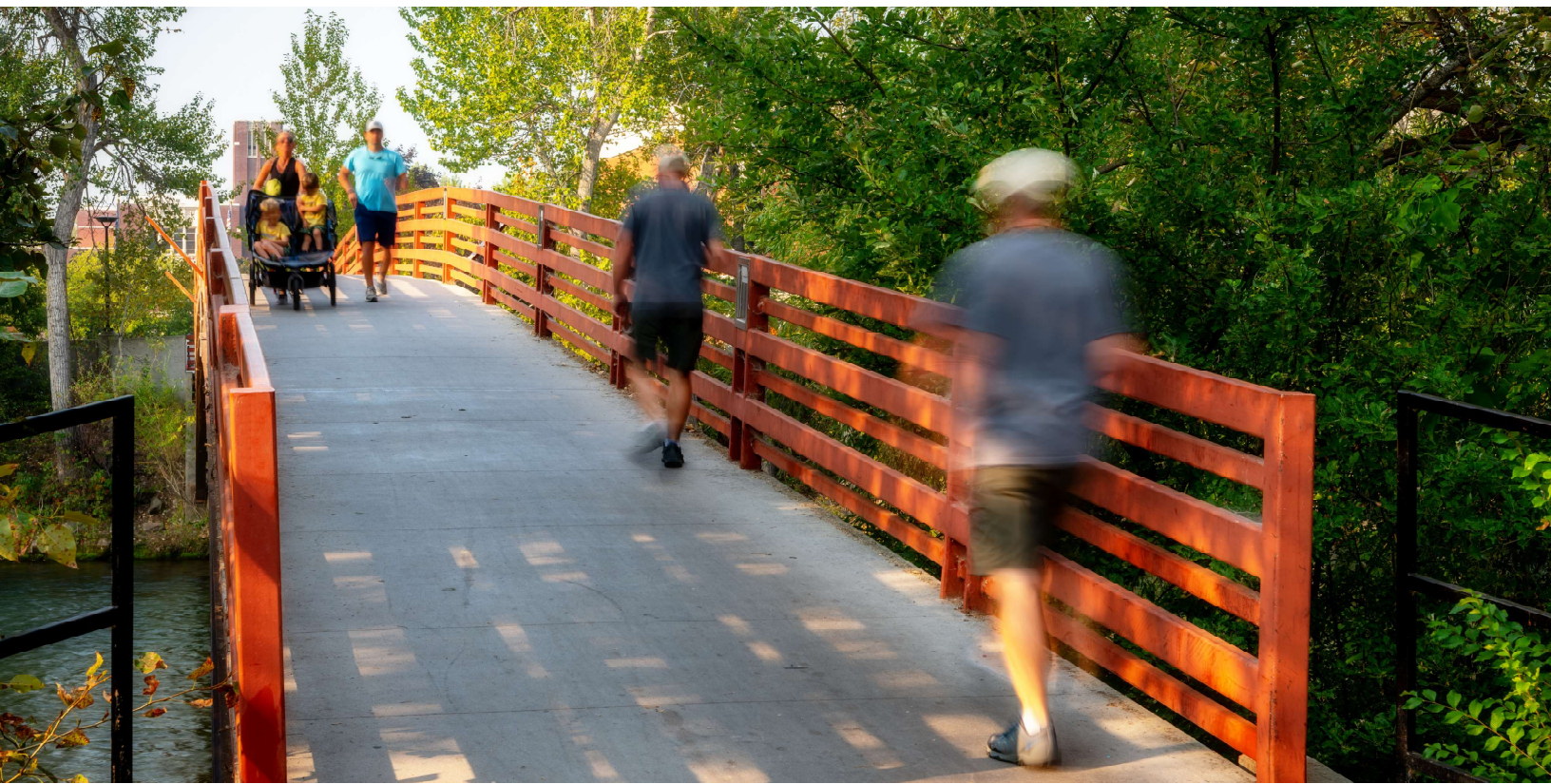
Trails in railroad right-of-way are very common and can be found along abandoned and in-use railways. Railroad design requirements provide grades well within the ADA/ABA requirements. The right of way along abandoned railways is typically wide enough to facilitate wide trails and still provide plenty of room for bikes and pedestrian facilities like drinking fountains, benches, etc. Railroad bedside slopes are typically the shortfall in the design process. This makes transitions, drainage, and cross-connections difficult. Designs on railroad beds with slopes steeper than 3:1 should be designed with a 5-foot shoulder that is not included in the trail width. If a shoulder is not able to be installed, a railing or fence should be installed within 2 feet of the trail edge at a minimum height of 42 inches. Along with in-use railways, designs should be in accordance with the American Railway Engineering Association (AREA) standards for “Rails-with-Trails”. Designs should include grade separation, which isolates the track from the trail. A buffer is also required between the trail and active tracks. It is also required that there are very few or no at-grade crossings with the track. Fencing or vegetative screening between the trail and active tracks is preferred, and signage needs to be posted explaining the dangers in the vicinity of the trail and tracks.



## Shared-Use Paved Path within a Floodway







## Drainage Features

Designs of trails and greenways should also consider drainage. Drainage features can consist of pipes, culverts, bridges, inlets, etc.

### Culverts:

Stormwater management is important to prolong the life of the trail and reduce maintenance costs. The City of Fort Smith has standards and specifications that determine the materials allowed for construction. At a minimum, the top of the culvert should be 12 inches from the bottom of the trail surface material. Side slopes should be a minimum of 3:1 slope. Pipe sizes and lengths will depend on each project. It is recommended that the minimum pipe inside diameter be no less than 15 inches unless the design shows that a lesser pipe diameter is adequate.



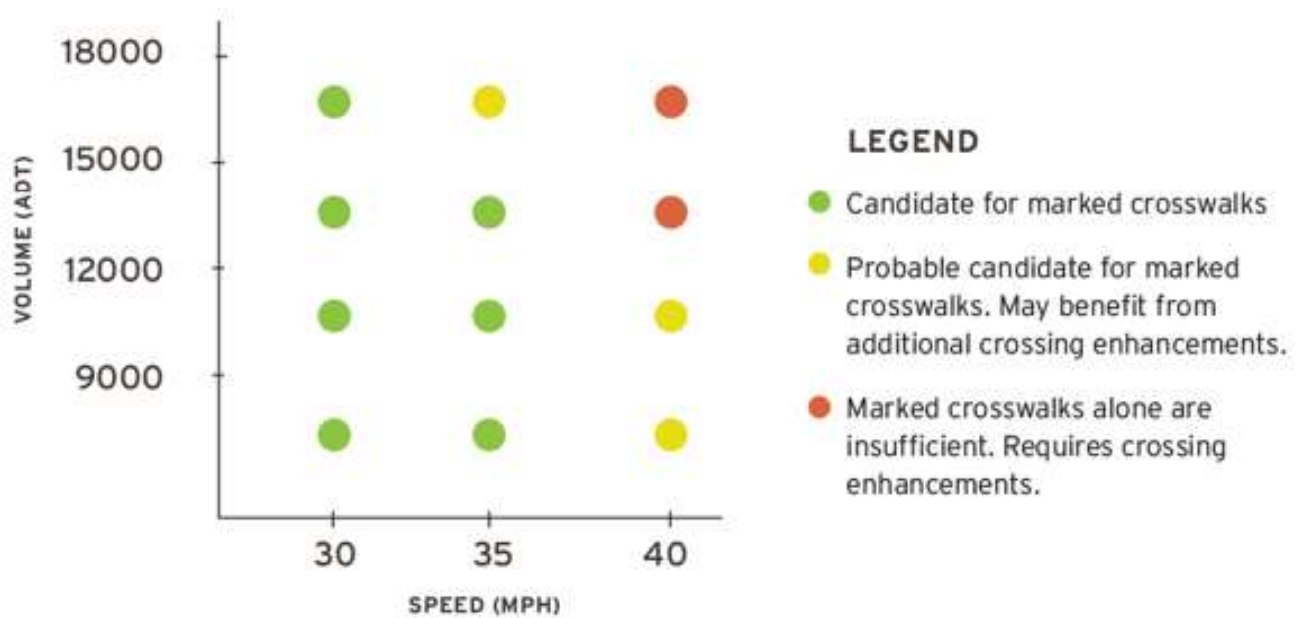
### Bridges:

Bridges come in all shapes and sizes, are design-specific, and are usually themed to a zoning requirement or specific architectural standards. They are required to cross large waterways and sometimes even roadways.

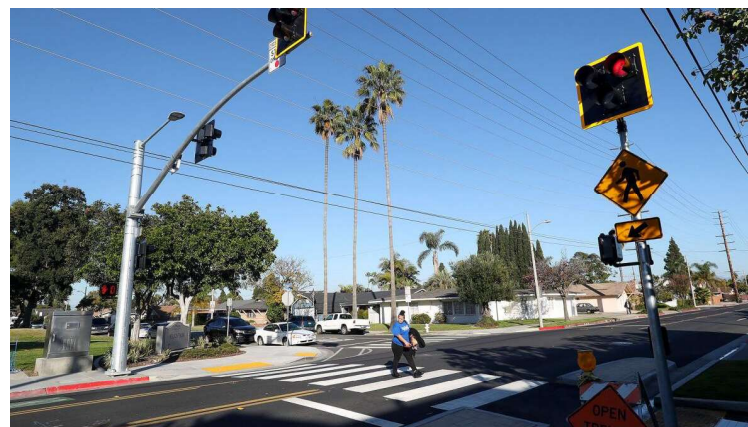
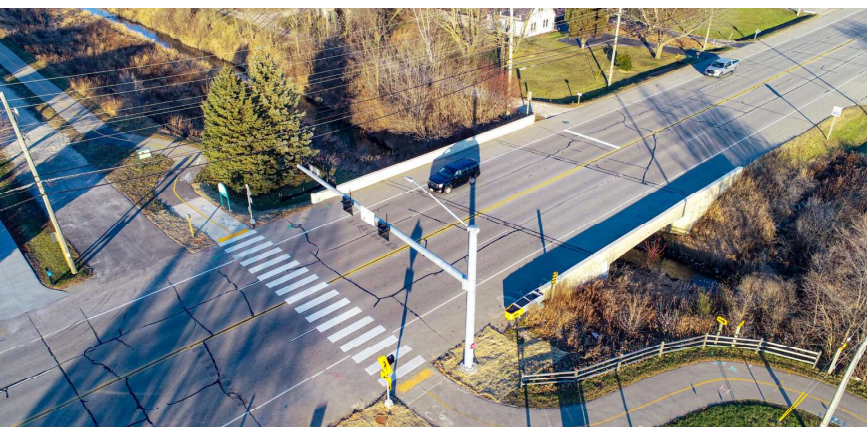


## Shared-Use Paved Paths Intersection and Crossing Design

People of all ages and abilities use shared paths for activities like walking and cycling. These paths often intersect with roadways, posing user challenges at these points. When paths intersect roadways away from designated crossings, conflicts can arise between path users and road users. It is crucial to apply sound design principles for these midblock intersections, similar to regular road intersections. Inappropriate treatments at these crossings can lead to users' non-compliance. For instance, using stop signs where visibility is good may not be effective, whereas yield signs could match user behavior better. Conflicts may also arise at angled intersections, affecting sightlines between path and road users. Ideally, intersections should be close to a 90-degree angle to ensure good visibility and stopping distances for everyone. By incorporating these design principles, conflicts at path and roadway intersections can be reduced or prevented effectively.



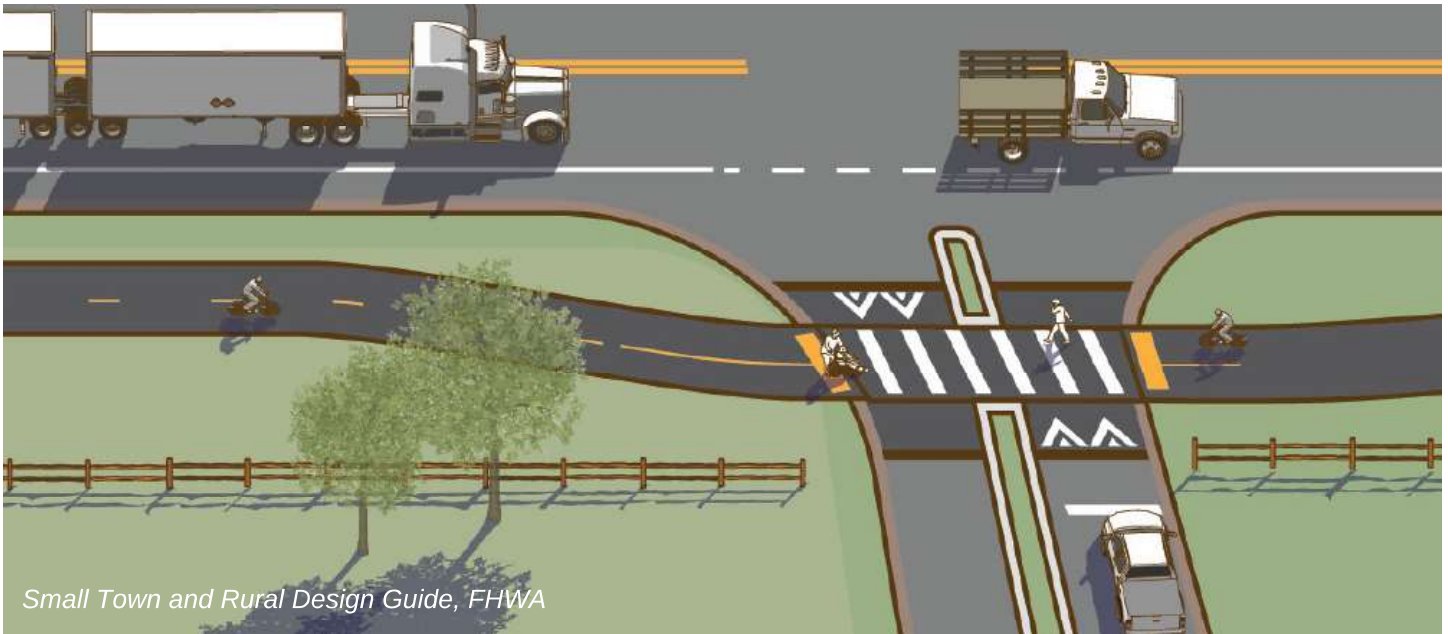
*Small Town and Rural Design Guide, FHWA*





### Intersection Design:

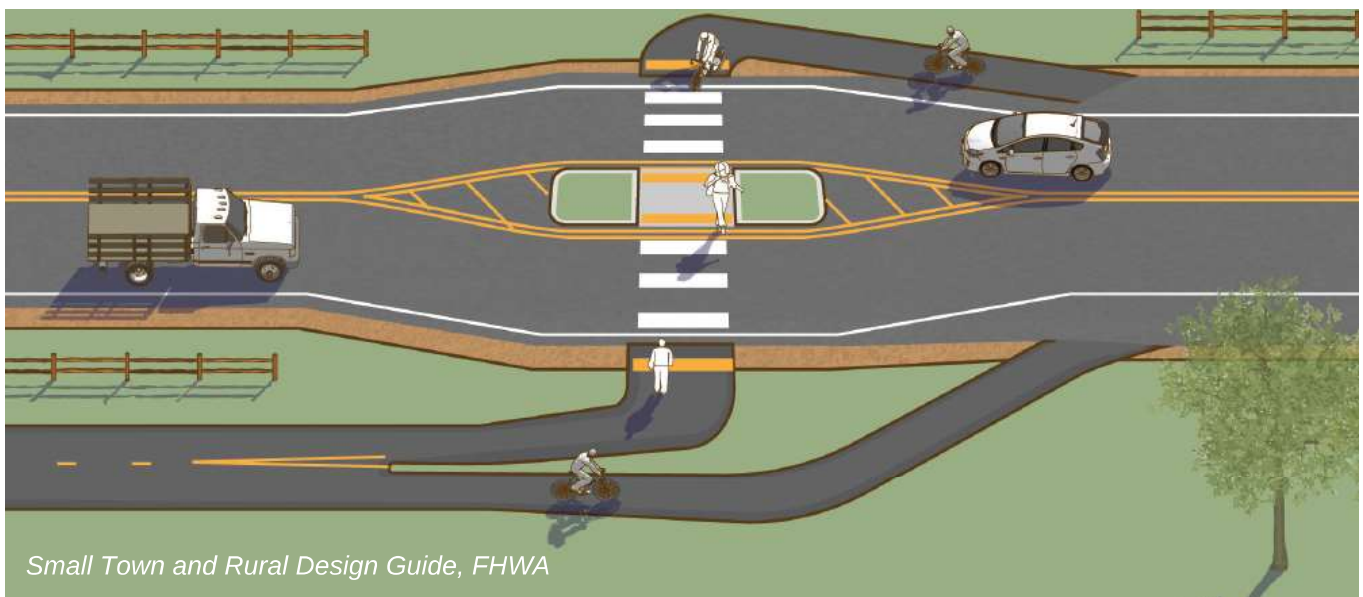
Intersection design for shared use paths requires careful attention to address potential conflicts. The design should be predictable and orderly to provide comfort and increase safety. Each intersection is unique and requires engineering judgment to determine the best treatment. Basic measures that can be used to reduce crash severity and frequency include reducing the speeds of path users and motorists, increasing the predictability of behavior, and limiting the amount of exposure at conflict points.



*Small Town and Rural Design Guide, FHWA*

### Mid-Block Crossing Design:

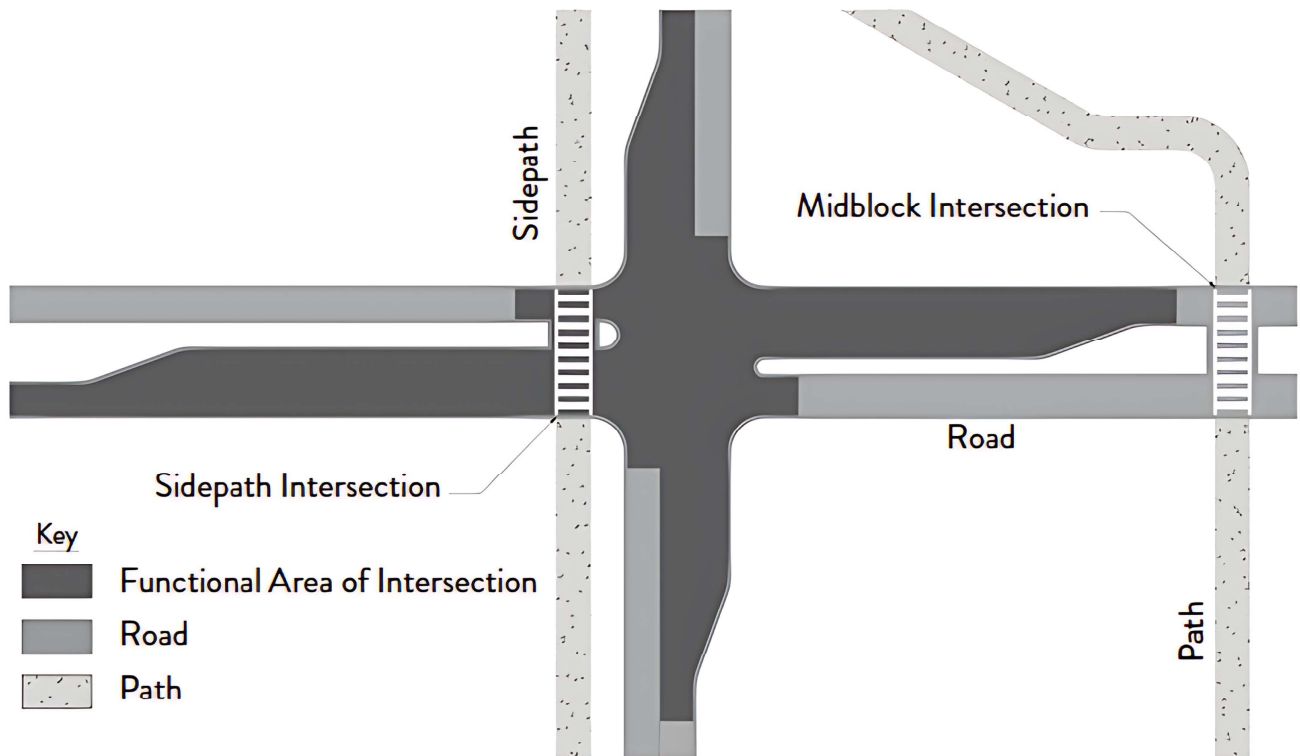
Mid-block crossings are similar to intersection design, and the same design principles apply. Many features can be considered, and some may be appropriate at different locations, but engineering judgment should be used to determine appropriate treatments based on the conditions at the crossing location. One principle that should be considered in the design is that it is safest at crossings for the path to be perpendicular to the roadway and provide the best lines of sight for path users and drivers.



*Small Town and Rural Design Guide, FHWA*



In accordance with updated (2023) MUTCD guidance, for crossings where the visibility of the intersection is limited on the shared-use path approach to the intersection, warning signs should be used to alert vehicular traffic that there is a crossing ahead. If the path allows for two-way traffic at the crossing, the markings on the pavement should reflect the direction of the path. The use of colored pavement in the crossings is preferred but not required. While separated bikeways along straight road segments are increasingly common, their design at intersections presents unique challenges and opportunities for ensuring cyclist safety and efficiency.



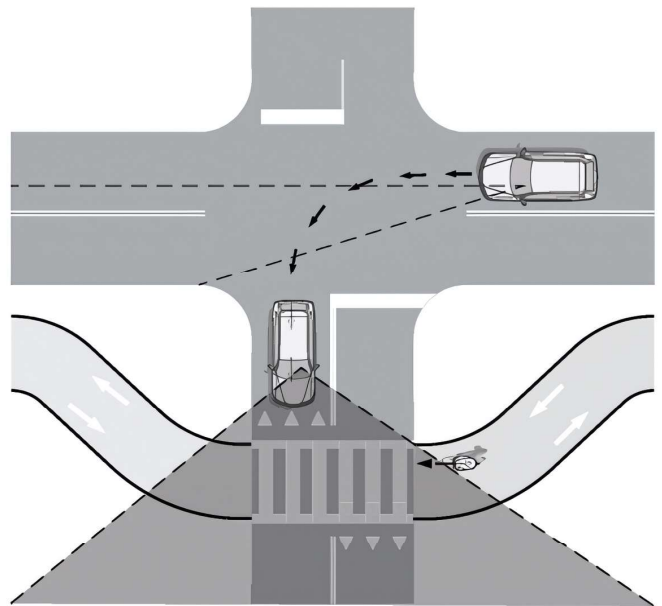
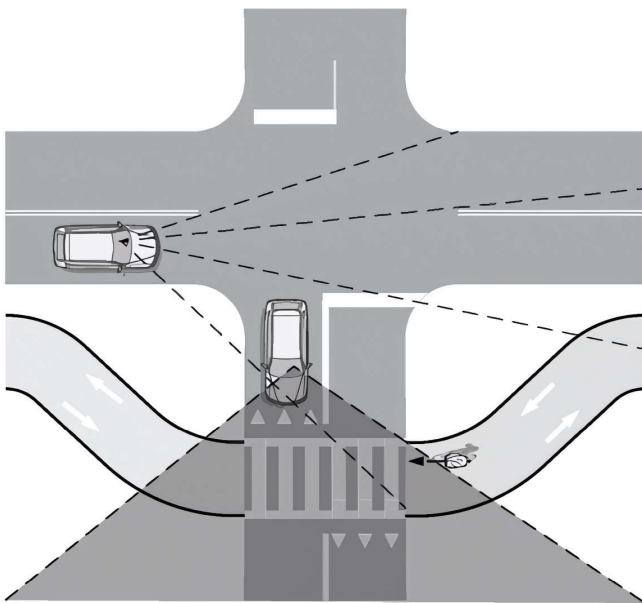
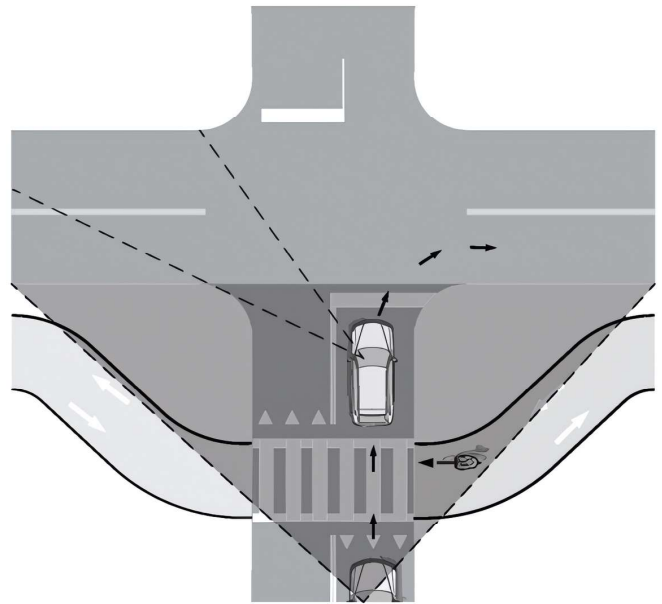
*Bicycle Facility Design Guide, MNDOT*





### Offset Geometry:

A challenge in designing a sidepath is that many motorists are not trained or accustomed to checking for pedestrians. One option for improving sight lines and user orientation and creating more space for vehicles to yield is a “bend-out” design. These designs should have a minimum offset of 6 feet.



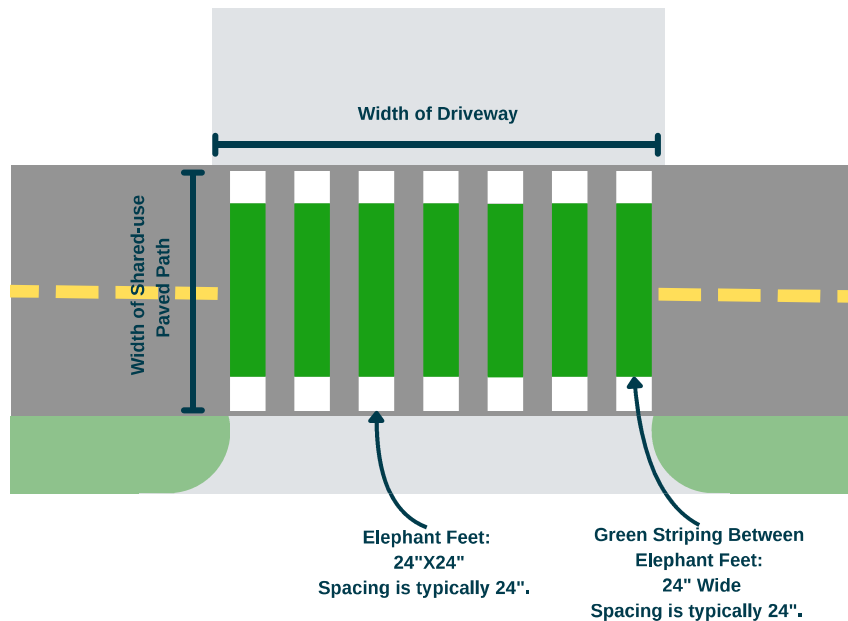
### Offset Geometry or “Bend-Out” Improvement



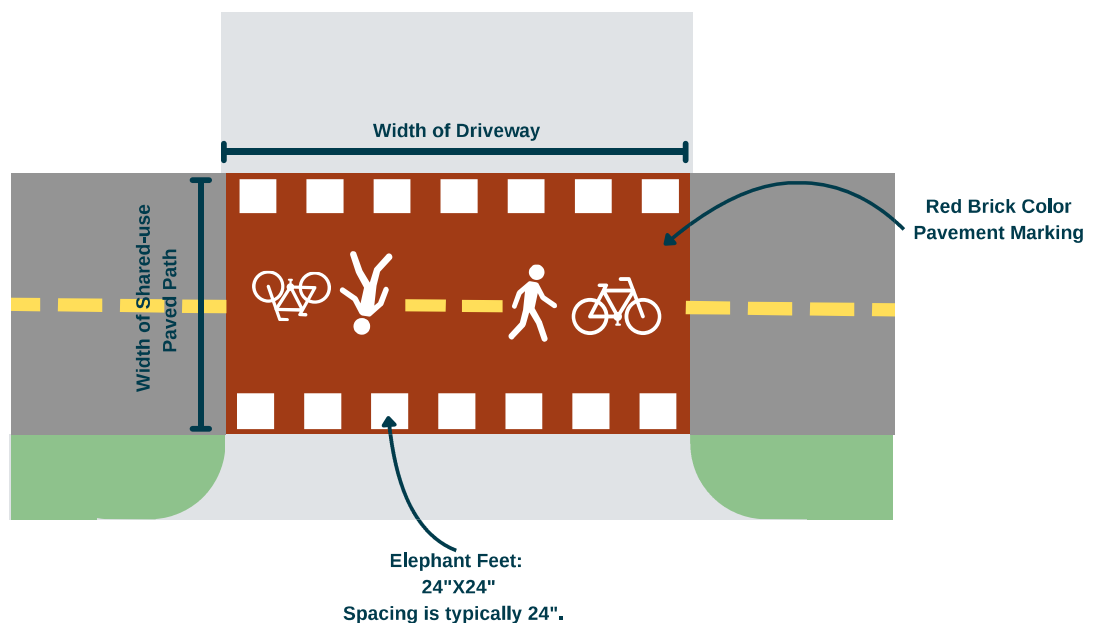
## Driveway Intersections:

Pathways with a low density of driveways are the ideal condition. However, shared-use paths frequently must cross driveways and some design options help bring drivers' attention to the path and its users. One option is to continue the path surface across the driveway so it is clear that the path users have the right of way. Signs and pavement markings can also be used, as well as small corner radii, to encourage reduced speeds.

### Option A

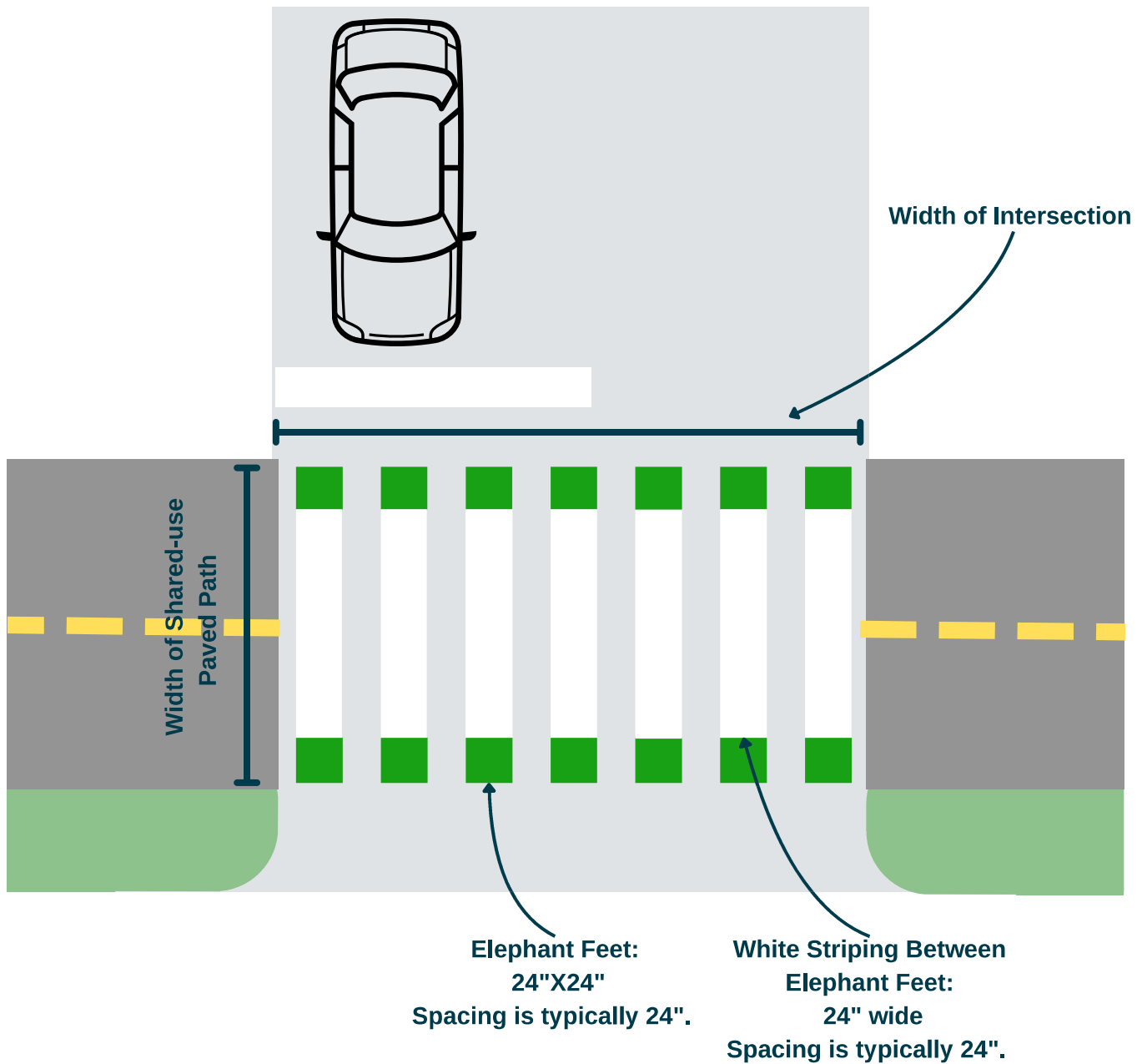


### Option B





## Recommendations for Shared-Use Paved Path/Sidepath Minor Intersection Crossing





## Shared-Use Paved Path Amenities

Trail and greenway designs should include various amenities and furniture, such as bike racks, benches, landscaping, lighting, signage, and other site furnishings. While most of these are not required on all projects, they are highly encouraged if the budget allows for them.

### Bike Racks:

There are numerous designs and styles, and they are very difficult to standardize. However, the general rule for the use of bike racks should be:

- Located within 50 feet of a building entrance where cyclists would naturally transition on foot.
- Racks should be installed and oriented away from walls and sidewalks in a manner that allows the rack to be used without impeding the pedestrian access route of the sidewalk or other means of travel.
- Racks installed at the curb edge should be placed so it doesn't conflict with opening car doors from an adjacent parking space.



### Bollards:

Typically, bollards keep vehicular traffic from entering the bike/pedestrian shared-use path or facility. Bollards are also available in many styles and a variety of installation methods. The use of bollards is project-specific and should match the style of the surrounding area. However, much care should be taken in their use because they present obstacles to the travel path of bicycles and pedestrians. Removable bollards should be used in areas that require maintenance or emergency vehicles to access the trail/pathway.



### **Paved and Non-paved Trail Enhancements:**

For users of a trail system and active transportation network, some simple solutions can be added to the project to enhance the overall safety and user experience. Examples of these types of enhancements are as follows:

#### **Benches/Seating Areas:**

Seating can often be overlooked but is an essential amenity for users of a natural surface or greenway trail system. The ability to stop, rest, and connect with others and nature can dramatically increase user experience and benefits.

#### **Tool Stations:**

Many of us have been on a bike ride and ran into a chain break, flat tire, or had to adjust an element on our bicycle. Many riders don't carry tools or may have just the basics. Installing tool stations in strategic locations both on natural surface trails and greenways can help users avoid a long walk back to the car. Tool stations can increase safety and convenience by allowing users to make adjustments and repairs conveniently.

#### **Restrooms:**

Access to safe and clean restrooms along trail systems helps users feel like they can enjoy the trail longer than if a restroom were unavailable. Strategically locating restrooms, even portable facilities, can help a wider portion of the population enjoy the outdoors.

#### **Water Fountains:**

Water is essential to life, especially during exercise or fitness. Adding water fountains along trail systems can help users stay safe and avoid an all-too-common medical issue of dehydration. Water fountains should include lower watering pans for users enjoying the trails with dogs.

### **Dog Parks:**

Most parks and public open spaces have leash laws. Including off-leash dog park areas along the trail system would likely be a welcome addition for the many dog owners in the area.

#### **Relief/Viewing Areas:**

Along trail corridors, there will often be areas where users might want to enjoy a view or take a break. Establishing these viewing areas off the trail corridors is important to avoid conflict on the trail. Where possible, include shade structures at these relief points. During summer, shade can increase users' comfort and safety for those needing respite from the summer sun.

#### **Art Installations:**

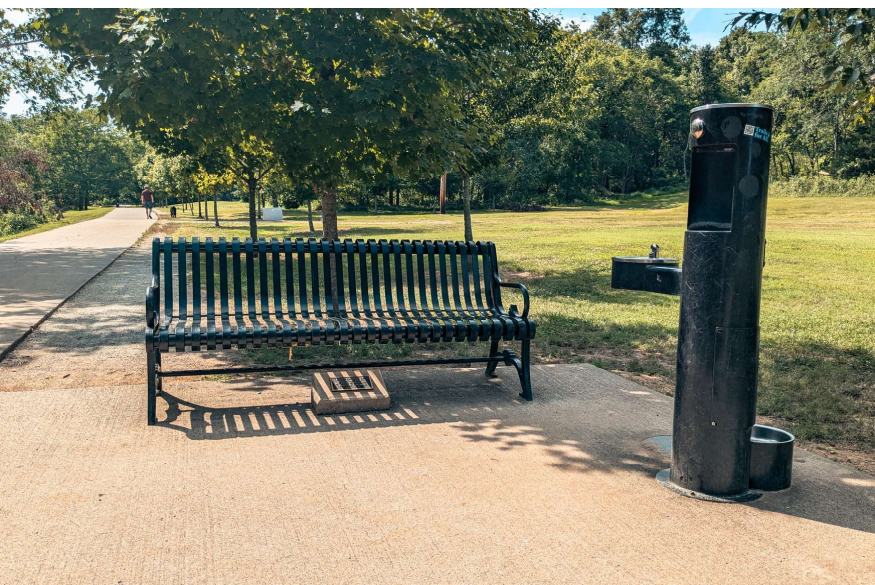
Creating unique art installations helps to enhance a trail system and can attract local and out-of-town riders to view, take photos, and enjoy the experience.



[visitbentonville.com](http://visitbentonville.com)









### Landscaping:

Landscaping can vary widely based on the project location. It is a best practice to maintain at least 2' of horizontal clear space between the edge of the trail and other objects, which should be kept in mind when planning vegetation along trails. Sight distances should also be considered when planning landscaping along trails and greenways.

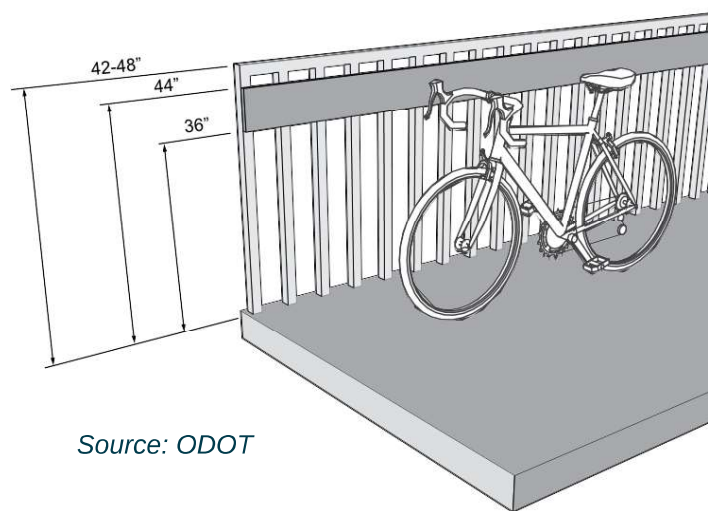


### Lighting:

Lighting can improve visibility and increase users' feelings of safety. Lighting should be designed to meet the community's needs and concerns while being placed in locations that require increased visibility for safety.

### Railing:

Railing provides a physical barrier between trail users and a hazard, whether that is a steep slope, a drop, a body of water, or some other obstacle. It is a best practice to maintain at least 2 feet of horizontal clear space between the edge of the trail and the front face of the railing to provide a clear recovery area for trail users. The ends of rails should be flared away from path edges and should be marked with object markers if they are within the 2 feet of clear space adjacent to the trail. Engineering judgment should be used to determine appropriate rail spacing depending on the hazard.



Source: ODOT



### Signage and Wayfinding:

Knowing your location within an active transportation network is important for user security while enhancing the experience. An opportunity exists for the city to develop a comprehensive wayfinding and signage program for the natural surface trails and the active transportation network. A comprehensive wayfinding and signage plan can delve into the system's look, feel, and brand to create a unified approach to navigating the county on bike and foot. Essential elements of a wayfinding and signage plan are as follows:

#### Clear and Consistent Signage:

Ensure all signage is clear, easy to read, and consistent throughout the trail system. Use large fonts and high-contrast colors to make signs easily visible, even from a distance. Ensure that the trail systems' signage has a consistent look and feel both in the physical structure of the sign and in the maps.

#### Trailhead Signage:

Provide clear signage at trailheads indicating the trail's name, difficulty level, length, and any important safety information. Trailhead signage should also include a map of the trail system with key landmarks and points of interest marked.

### Trail Markers:

Install trail markers regularly along the trail to reassure users that they are on the right path. Depending on the terrain, these markers can be posts, blazes painted on trees, or other visible markers.

### Directional Signs:

Place directional signs at trail junctions and decision points to help users navigate the trail system. Use arrows or symbols to indicate where users should go to reach specific destinations or points of interest.

### Distance Markers:

Install distance markers at regular intervals along the trail to inform users of how far they have traveled and how far they have left to go. This information can be especially helpful for planning breaks and estimating travel time.

### Emergency Information:

Include emergency contact information and instructions on what to do in case of an emergency on-trail signage. This can include contact numbers for local emergency services, trail rules, and safety tips.





### Trail Maps:

Provide trail maps at key locations such as trailheads, parking areas, and visitor centers. These maps should be easy to read and include information on trail difficulty, length, elevation gain, and points of interest.

### Multilingual Signage:

If the trail system is frequented by users who speak different languages, consider providing multilingual signage to ensure that all users can understand important information.

### Accessible Signage:

Ensure that signage is accessible to users with disabilities, including those who are visually impaired or have mobility impairments. Use braille, tactile markers, and wheelchair-accessible formats as needed.

### Regular Maintenance and Updates:

Regularly inspect and maintain signage to ensure that it remains in good condition and continues to provide accurate information to users. Replace damaged or faded signs promptly to avoid confusion.

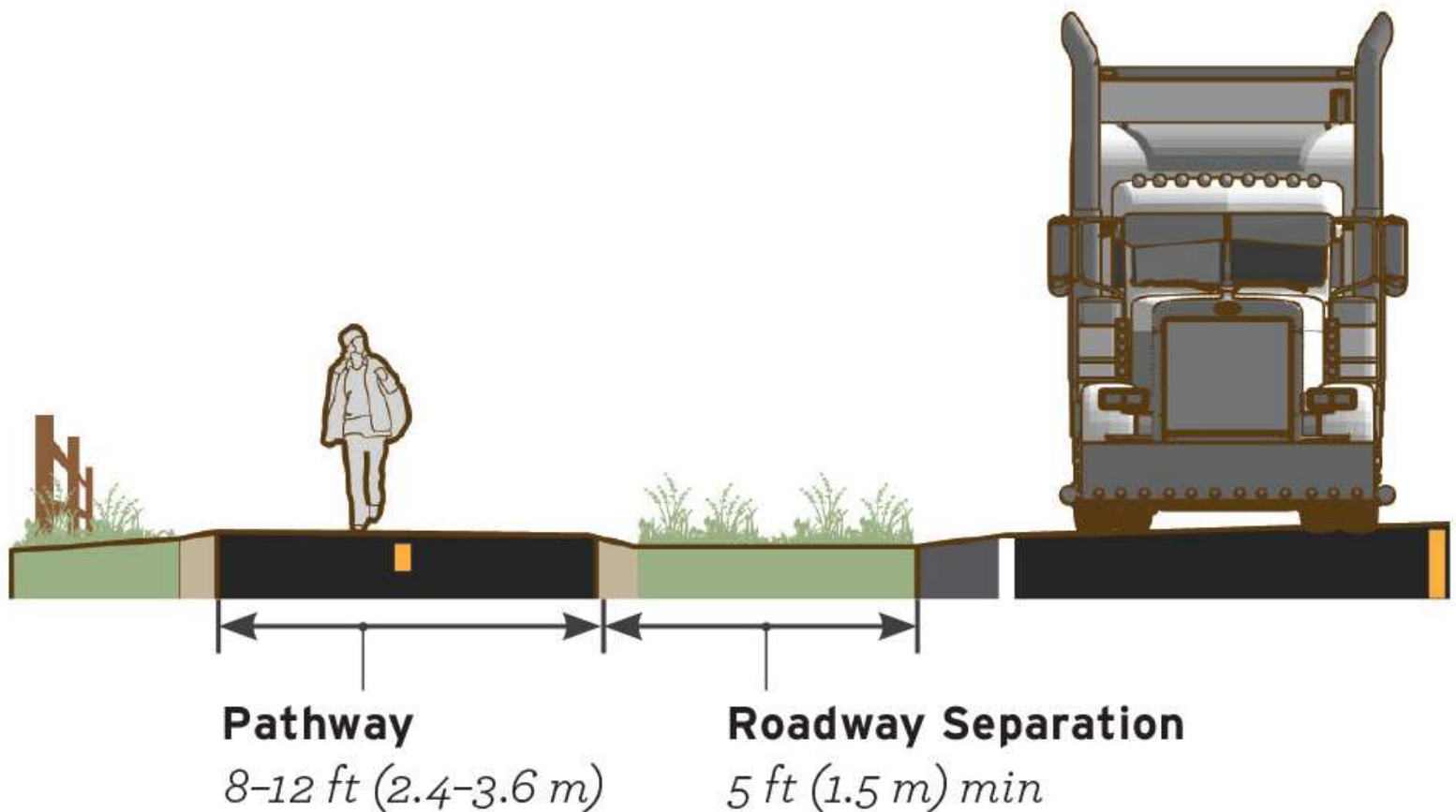




## 2 Sidepaths

Shared-use paved paths along roadways are often referred to as sidepaths. They are used by non-motorized users (bicyclists, pedestrians, joggers, wheelchairs, etc.) and provide a physically separated travel area from motorized traffic. The increased separation between motorized and non-motorized traffic provides a more comfortable experience for a wider variety of users. In areas of high speed and high traffic volume, increasing the space between the roadway and the sidepath is recommended to maintain a high comfort level for users. Crosswalk enhancements are also recommended with increased speed and traffic volume.

Another consideration in using sidepaths is reducing the risk of collisions, especially at intersections and driveways. This can be done by reducing the number of driveways, encouraging low-speed approaches at crossings, maintaining visibility to all users, and designing to increase awareness of all users. These designs may include elements like small roadway turning radii, using crosswalk markings through the pathway's crossing, raised crossings, and stop or yield markings on the roadway to discourage encroachment.



*Small Town and Rural Design Guide, FHWA*



## Sidepath Design

### Typical applications:

- Total traffic lanes - 3 or more
- Along high-volume or high-speed roadways where increased separation is desired
- Where there is room in the right-of-way to accommodate
- Fill gaps in the network between other low-stress routes

### Design Guidance:

- Sidepath width impacts user comfort and path capacity. Additional path width is necessary to maintain comfort and functionality as user volumes or the mix of modes increases.
- Minimum recommended pathway width is 10 ft (3.0 m). In low-volume situations and constrained conditions, the absolute minimum sidepath width is 8 ft (2.4 m)
- Provide a minimum of 2 ft (0.6 m) clearance to signposts or vertical elements.
- Separation from the roadway should be informed by the speed and configuration of the adjacent roadway and by available right-of-way.
- The preferred minimum separation width is 6.5 ft (2.0 m). The minimum separation distance is 5 ft (1.5 m).
- Separation narrower than 5 ft is not recommended, although it may be accommodated with a physical barrier between the sidepath and the roadway. The barrier and end treatments should be crashworthy, which may introduce additional complexity if frequent driveways and intersections exist. Refer to the AASHTO Roadside Design Guide 2011 for additional information.
- When in public right-of-way and functioning as a sidewalk, sidepaths should be designed in accordance with PROWAG.

### Pavement Markings:

The same recommendations apply from shared-use paved paths. Additionally, pavement markings can be used at potential conflict points to prevent collisions between motorists and path users. This can include stop bars at intersections as well as crosswalk markings across the intersection. It can also include markings on the path to warn users to yield and watch for vehicles.

### Grade:

The same recommendations apply from shared-use paved paths. However, there is additional guidance that although shared-use path maximum grades should be 5%, the grade should also generally match the grade of the adjacent roadway. When the roadway grade exceeds 5%, the shared-use path may match or be less than the roadway grade.

### Cross Slopes:

The same recommendations that apply to shared-use paved paths apply to sidepaths.



### 3

## Mixed Traffic Alleyways

Alleyways allow pedestrians and bike riders to navigate residential or commercial areas along routes generally with low vehicular traffic and parallel to the larger street network. They can provide a link through city street networks but require additional consideration in their implementation. The alleyways must provide a safe environment with lighting and a paved surface without potholes or damage. The alleyway should also have signage that clarifies who the intended alley user is, whether it is just bikes and pedestrians or a mix of vehicles, bikes, and pedestrians.



*Achieving Multi-Modal Networks, FHWA*

### Typical Applications:

- In urbanized, higher-density areas, careful attention should be paid to the types of traffic (Delivery, vehicle, waste management) and how to properly and safely mix them in the alleyway.
- In single-family, lower-density areas, careful attention should be paid to vehicular access to reduce speeding and cut through traffic.

### Design Guidance:

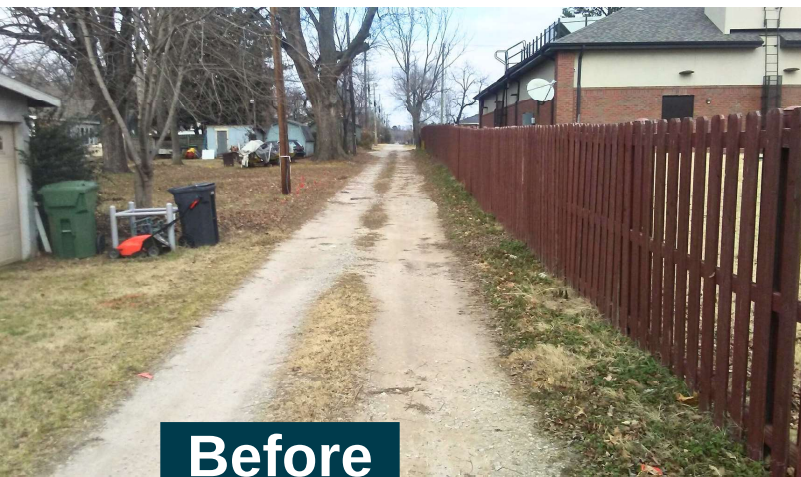
- Lighting is recommended in these areas to increase safety for all modes of traffic.



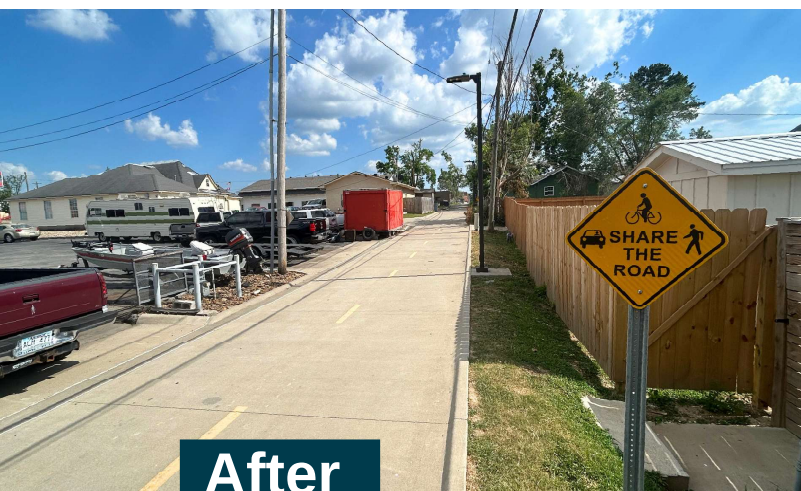
## Peer Community Case Study: Rogers, AR

In 2017, Rogers, AR, was working to complete a key shared-use paved path connection from the Razorback Regional Greenway to Downtown Rogers, called the Railyard Loop. The city studied the corridor and found few options to create a safe and comfortable connection along 2nd Street. Upon further study, the city developed a unique solution to an approximately 1-mile section of the Railyard Loop by revitalizing an existing alleyway. The city designated this as a mixed-traffic facility to prevent disrupting businesses and residences in the area, allowing vehicles to access businesses and residences along the alleyway. The city installed lighting, raised street crossings, and RRFBs to increase user safety. The vehicle volume is currently very low, and the new section of the Railyard Loop is widely used by people on foot and by bike. See below for before and after photos.

### Railyard Loop



**Before**



**After**





# Bicycle Facilities

Well-designed bicycle facilities not only encourage more cycling but also help individuals operate their bikes legally and predictably. This design guidance focuses on the following bicycle facilities, as outlined below:

## 1 Physically Separated Facilities

### Separated Bike Lanes:

Separated bike lanes have horizontal and vertical separation from motor vehicles, distinct from pedestrian areas, enabling one-way or two-way travel.

## 2 Visually Separated Facilities

### A. Conventional Bike Lanes:

Bike lanes designate an exclusive space for bicyclists through the use of pavement markings and signage. The bike lane is located adjacent to motor vehicle travel lanes and flows in the same direction as motor vehicle traffic. Bike lanes are typically on the right side of the street, between the adjacent travel lane and curb, road edge, or parking lane.

### B. Buffered Bike Lanes:

Buffered bike lanes are conventional bicycle lanes paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane.

### C. Paved Shoulders:

Paved shoulders refer to extra pavement wide enough for bicycle use, located outside the travel lane and separated from motor vehicles by the roadway's edge line.

## 3 Mixed Traffic Facilities

Shared roadways are present in various settings, allowing cyclists to ride legally, including local neighborhood streets, urban streets, and suburban and rural highways. These roadways offer cyclists minimal to no physical separation from motor vehicles and are best suited for low-volume, low-speed roads. Shared roadways form the basis for many bicycle boulevards, but function as designated bicycle facilities only when properly designed.

### A. Bicycle Boulevards:

Bicycle boulevards are streets with low motorized traffic volumes and speeds, designated and designed to prioritize bicycle travel. Bicycle Boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets.



# 1 Physically Separated Facilities

## Separated Bike Lanes (FHWA) or Cycle Tracks (NACTO)

A separated bike lane (SBL) is an exclusive bike facility that combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane. An SBL is physically separated from motor traffic and distinct from the sidewalk. SBLs have different forms, but all share common elements—they provide space that is intended to be exclusively or primarily used for bicycles and are separated from motor vehicle travel lanes, parking lanes, and sidewalks. In situations where on-street parking is allowed, SBLs are located on the curbside of the parking (in contrast to bike lanes). SBLs may be one-way or two-way and may be at street level, at sidewalk level, or at an intermediate level. At sidewalk level, a curb or median separates them from motor traffic, while different pavement colors/textures separate the SBL track from the sidewalk. If at street level, they can be separated from motor traffic by raised medians, on-street parking, or bollards. By separating people on bikes from motor traffic, SBL can offer a higher level of security than bike lanes and are attractive to a wider spectrum of the public.

**One-Way Separated  
Bike Lane with  
Poured Median**





## 1 Pedestrian separation:

Separation from pedestrians is particularly important when a separated bike lane is located immediately adjacent and at the same level as a sidewalk.

- Design and construct separated bike lanes that are clearly distinct from the sidewalk. This is accomplished using a curb, separation buffer space, different pavement or other surface treatments, or detectable tactile guidance strips.

## 2 Roadway separation:

The roadway separation is the vertical element between the bike lane and the adjacent roadway. The width of the separation will vary depending on the separation type.

- A separation width of 3 ft (0.9 m) allows for various separation methods and provides space adjacent to a parking lane to accommodate door swing and passenger unloading.
- A minimum width roadway separation of 1 ft (0.3 m) may be possible with a mountable or vertical curb face.

*Small Town and Rural Design Guide, FHWA*

### Typical Applications:

The separated bike lane zone offers a clear operating area for bicyclists. Because of the physical separation between the bike lane and the adjacent travel lanes, the design may be more sensitive to debris accumulation, maintenance access, and operating space impacts than conventional on-street bike lanes.

### Design Guidance:

- The preferred minimum width of a one-way separated bike lane is 7 ft (2.1 m). This width allows for side-by-side riding or passing.
- The absolute minimum bike lane width is 5 ft (1.5 m). At this width, bicyclists will not be able to pass slower users until there is a break in the facility and an opportunity to overtake.
- A clear-through area of 10 ft (3.0 m) is beneficial for allowing snow plows and street sweepers to access the area.
- Two-way separated bike lanes should have a preferred combined width of at least 12 ft. Given this total width, clear signs and markings should be provided so that the separated bike lane is not mistaken for an additional motor vehicle travel lane.



## Types of Roadway Separation for Separated Bike Lanes

Flexible Delineator Posts/  
Rigid Bollards



Parking  
Stops

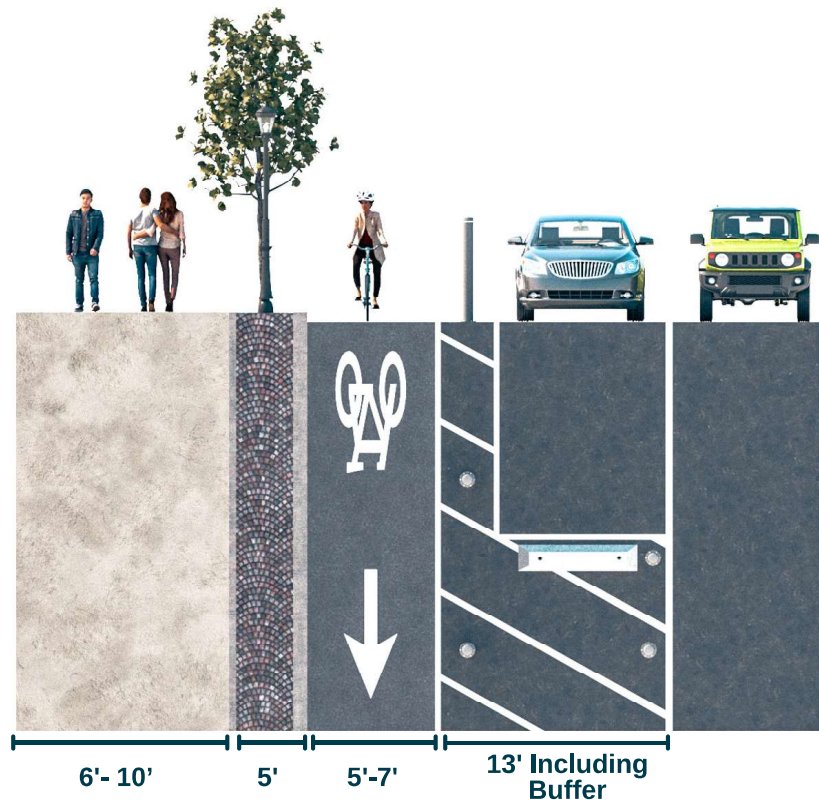




## Planters



## On-street Parking



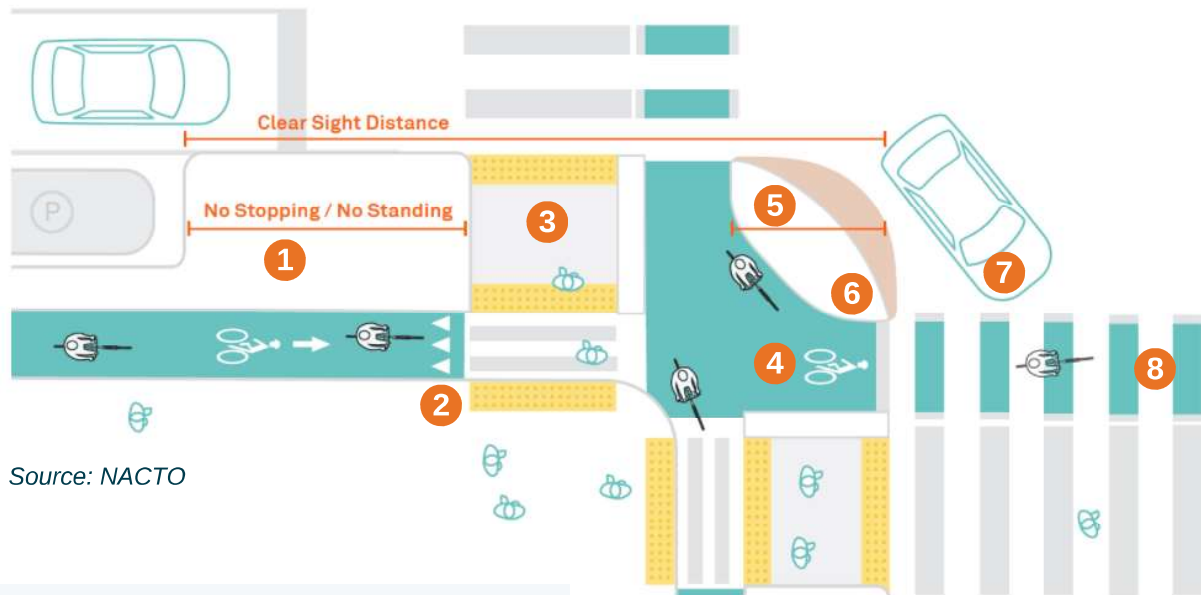


## Separated Bike Lanes Intersection and Crossing Design

Intersections and crossings are important considerations in designing safe and comfortable bike lanes. Due to vehicular traffic converging at intersections, strategic design is needed to mitigate risks.

### Protected Intersection:

Protected intersections use corner refuge islands, forward stop bars, and setback crossings to maintain the separation between cyclists and vehicles. These elements improve visibility and provide safe waiting areas for cyclists, making it easier for them to navigate the intersection.



Source: NACTO

#### 1 No Stopping / No Standing Zone

Motor vehicle parking and stopping are prohibited on the approach to the intersection.

#### 2 Bike Yield Line (Optional)

Yield lines allow for visual intersection warning

#### 3 Pedestrian Islands

Islands reduce crossing distances and improve visibility by keeping the intersection clear. Wider islands support high volumes of people walking and biking, raising the intersection's capacity. In some cases, islands can reduce the signal time needed for pedestrians.

#### 4 Bike Queue Area

People biking can wait ahead of the crosswalk for a green signal or a gap in traffic. This shortens crossing distances and accommodates the natural positioning of people biking. Bike detection is optional.

#### 5 Bikeway Setback

The setback determines how much room will be available for drivers to wait and yield,

and the angle at which they cross the bikeway. Larger setbacks provide better visibility and give people bicycling more time to notice and react to turning vehicles.

#### 6 Corner Island

A corner island separates bikes from motor vehicles, prevents motor vehicles from encroaching on the bikeway, and creates a protected queuing area for people on bikes waiting to turn.

#### 7 Motorist Waiting Zone

The space between the motor vehicle lane and the crossbike provides a place for motor vehicle drivers to wait before turning across the bike's path of travel.

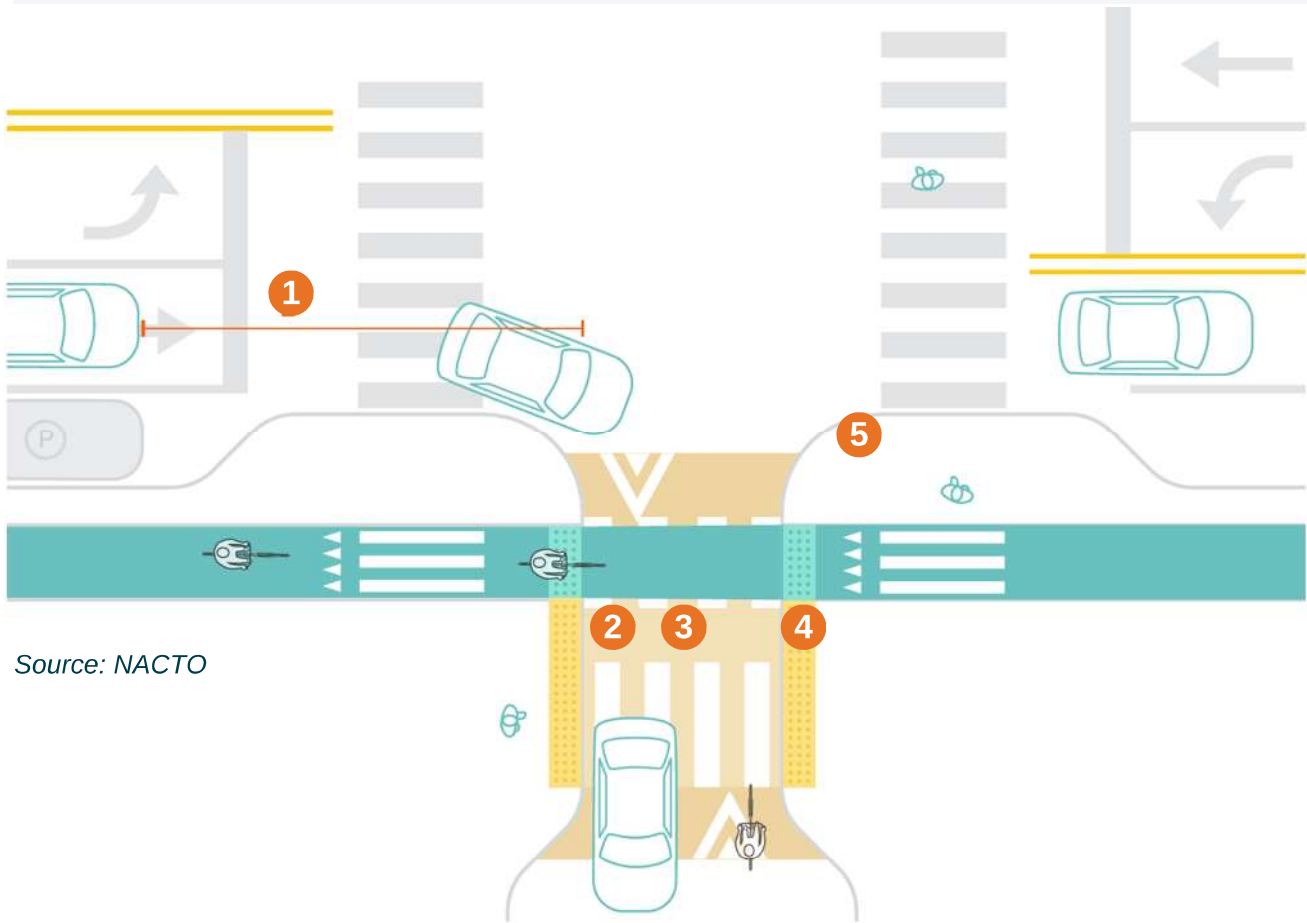
#### 8 Crossbikes / Intersection Crossing Markings

Markings provide conspicuity and directional guidance to bikes in the intersection. They are marked with dotted bicycle lane line extensions and may be supplemented with green color or bike symbols between these lines.



### Minor Street Crossing:

For cyclists needing to make left turns, two-stage turn queue boxes offer a safe method. Cyclists cross one leg of the intersection and wait in a designated area before crossing the second leg, minimizing their exposure to vehicular traffic.



Source: NACTO

#### 1 Clear Sight Distance

A clear approach sightline gives drivers time to see and yield to people in the crossbike and gives people on bike or on foot time to see and react to turning cars.

#### 2 Crossbike & Crosswalk Markings

Crossbike and crosswalk markings provide conspicuity to people on a bike or on foot. High-visibility markings provide the formal crosswalk and crossbike.

#### 3 Raised Crossing

Raised crossings improve bicyclists' visibility and reduce the speed at which vehicles turn by bringing the vehicle crossing up to (or near) the sidewalk level. In addition, the raised crossing is a signal to turning cars that through-moving bikes and pedestrians have the right of way.

#### 4 Detectable Warning Surfaces

Detectable warning surfaces alert people who are blind or have low vision that they are entering an intersection.

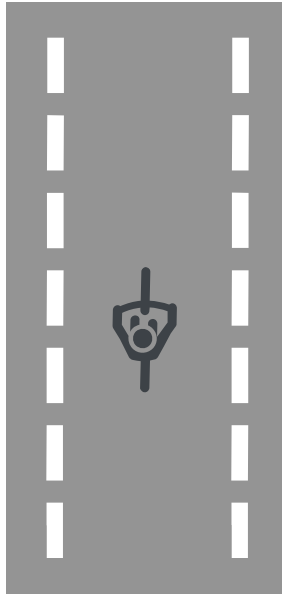
#### 5 Compact Corners

Small turn radii force turning drivers to slow down. If there is no raised crossing, the corner radius is the primary method to reduce turn speed.

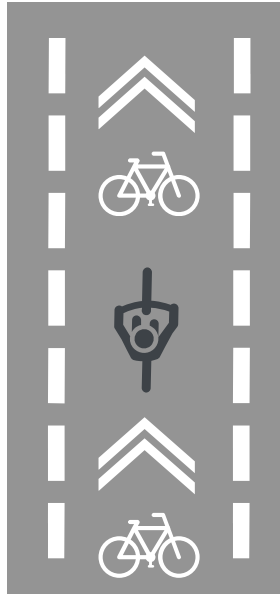


### Intersection Crossing Markings:

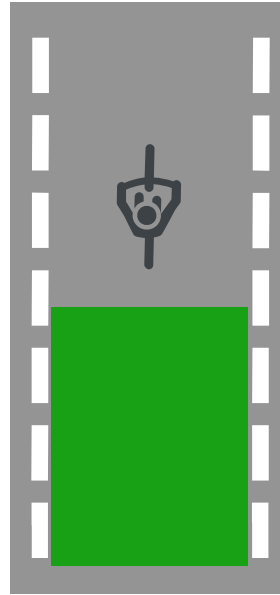
Intersection crossing markings indicate the intended path of bicyclists. They guide bicyclists on a safe and direct path through intersections, including driveways and ramps. They provide a clear boundary between the paths of through bicyclists and either through or crossing motor vehicles in the adjacent lane.



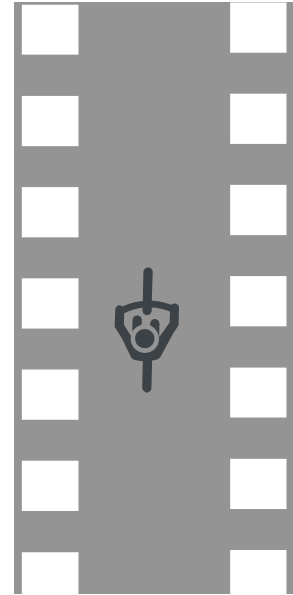
Dotted lines shall bind the bicycle crossing space. See MUTCD Sec. 38.08 for dotted line extensions through intersections. Stripping shall be a minimum of 6 inches adjacent to motor vehicle travel lanes and shall otherwise match the width and lateral positioning of leading bike lane striping, except when using elephant feet markings.



Shared lane markings (MUTCD Figure 9c-9) may be used for increased visibility within conflict areas or across entire intersections. Placement shall be in the middle of the moving lanes and close to crosswalks.



Colored pavement may be used for increased visibility within conflict areas or across entire intersections.



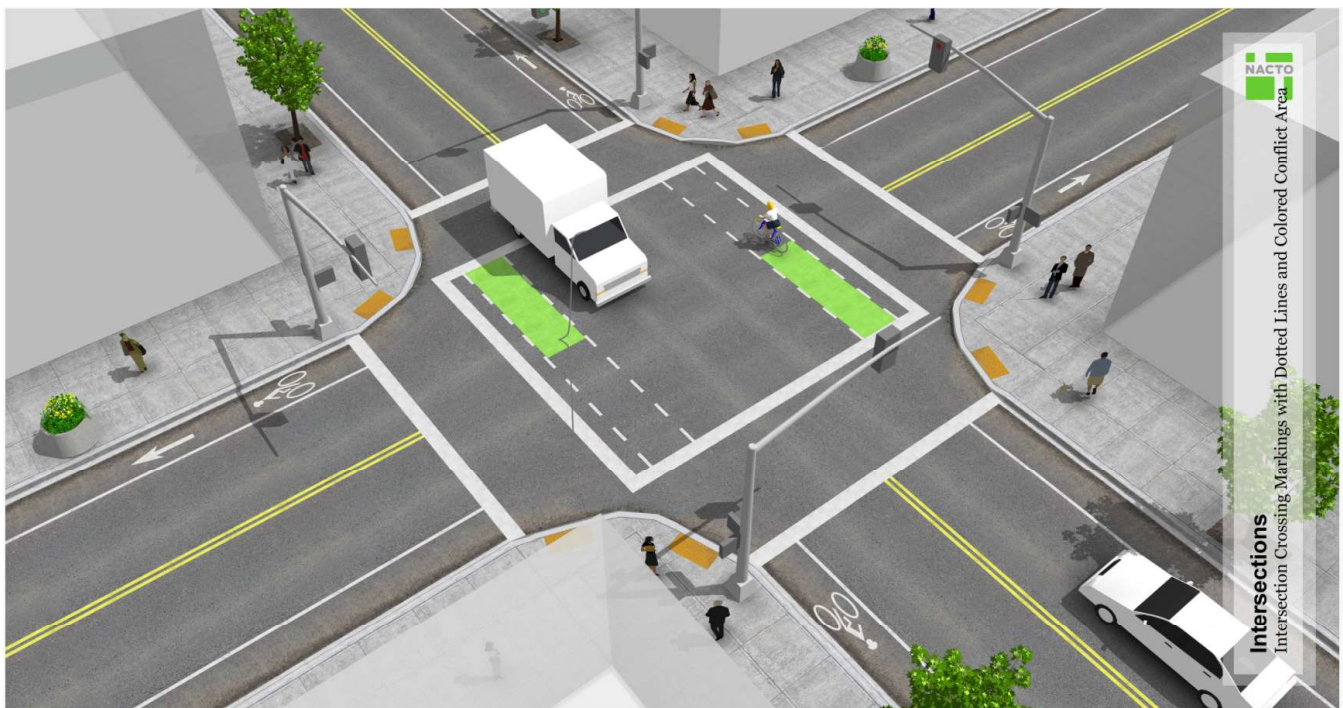
Elephant's feet markings may be used as an alternative to dotted line extensions to increase visibility. If used, the markings should be 14-20 inches square, with equal distance spacing between markings. Markings should be positioned on the outside of the lane.

Source: NACTO



## Design Guidance:

- Dotted lines should bind the bicycle space and should be white, skid-resistant, and retro-reflective (see MUTCD for requirements for dotted line extensions through intersections).
- Crossing lane width should match the position and width of the bike lane on each side of the intersection.
- Colored pavement may be used for increased visibility within conflict areas or through the entire intersection
- When two-way cycle tracks go through the intersection, markings should indicate the two-way traffic through the intersection.

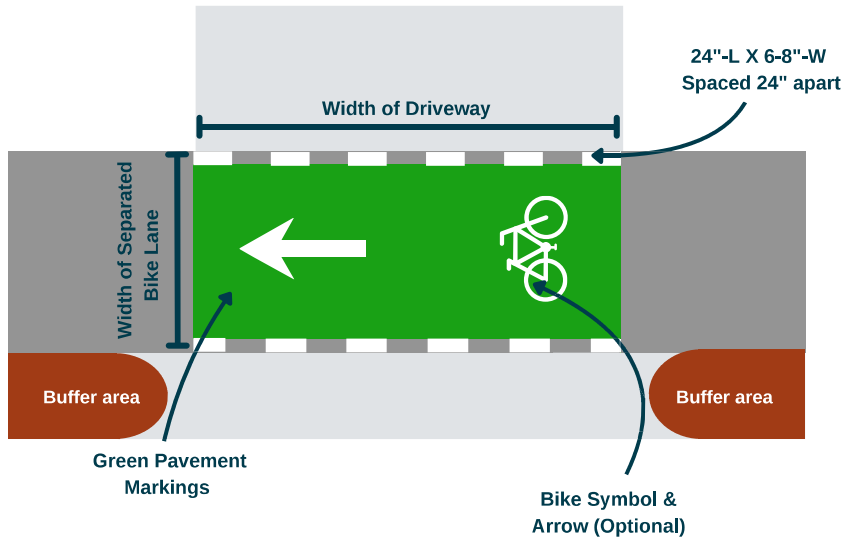


Source: NACTO



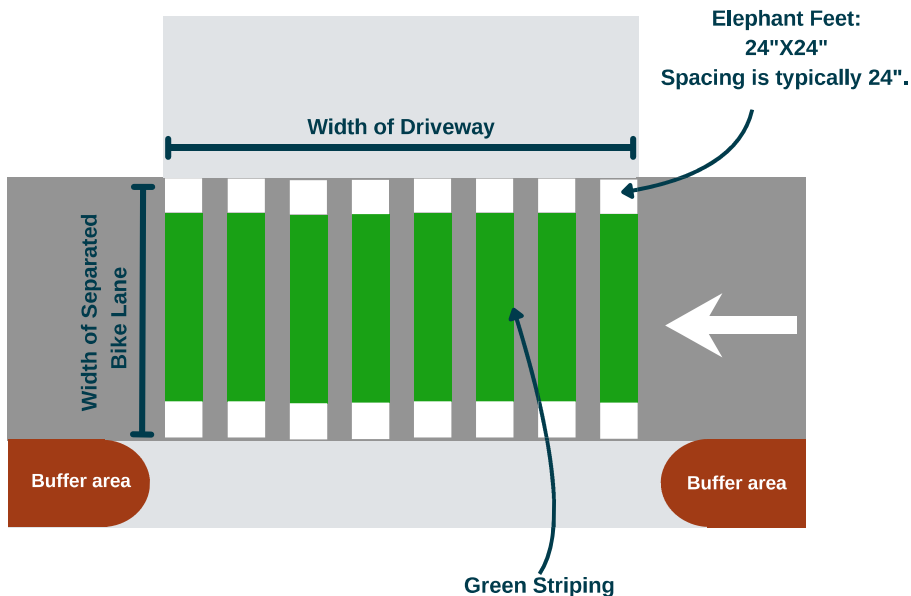
# One-Way Separated Bike Lane Driveway Crossings

## Option A



Separated bike lanes frequently cross driveways. Pavement markings and signage can help to increase visibility for bike riders in the SBL and help influence motorists to yield where applicable. The figures at left show options for pavement markings which can help achieve these goals. Pavement markings can be applied as paint or as thermoplastic. Thermoplastic is a higher cost option however, it does have a longer useful life. *Please reference MUTCD 11th edition for full details and specifications for pavement markings and regulatory signage.*

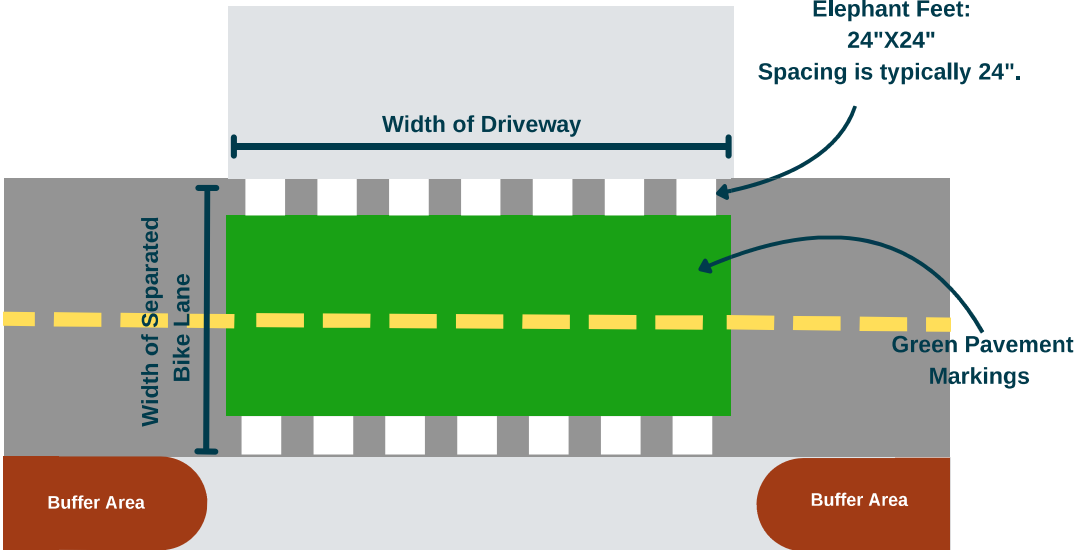
## Option B



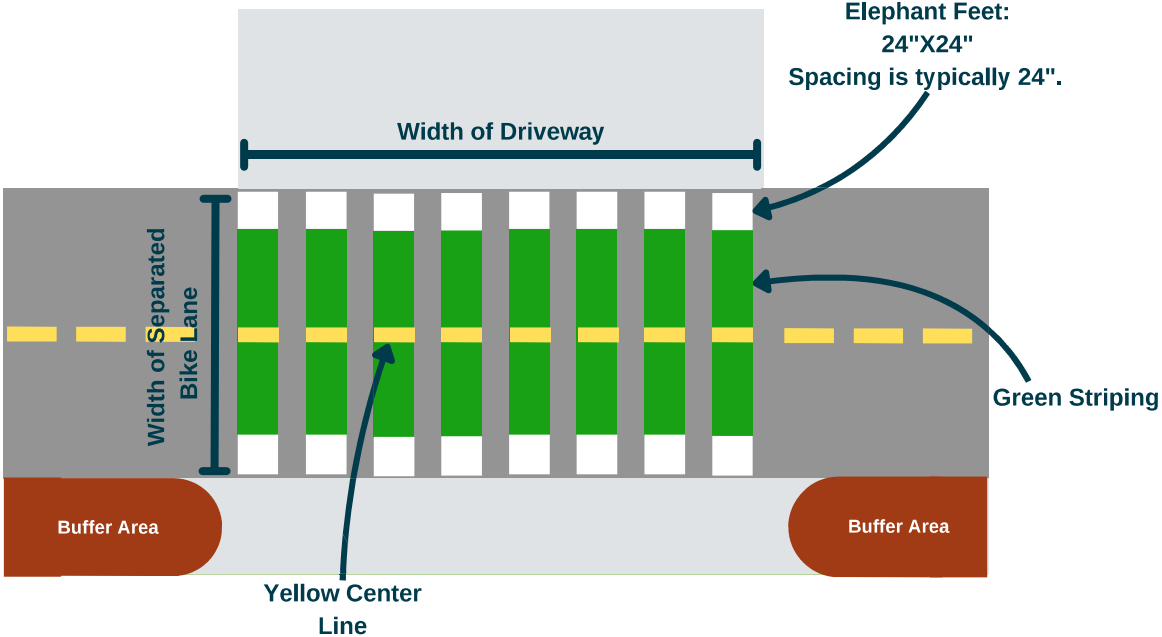


## Two-Way Separated Bike Lane Driveway Crossing Options

## Option A



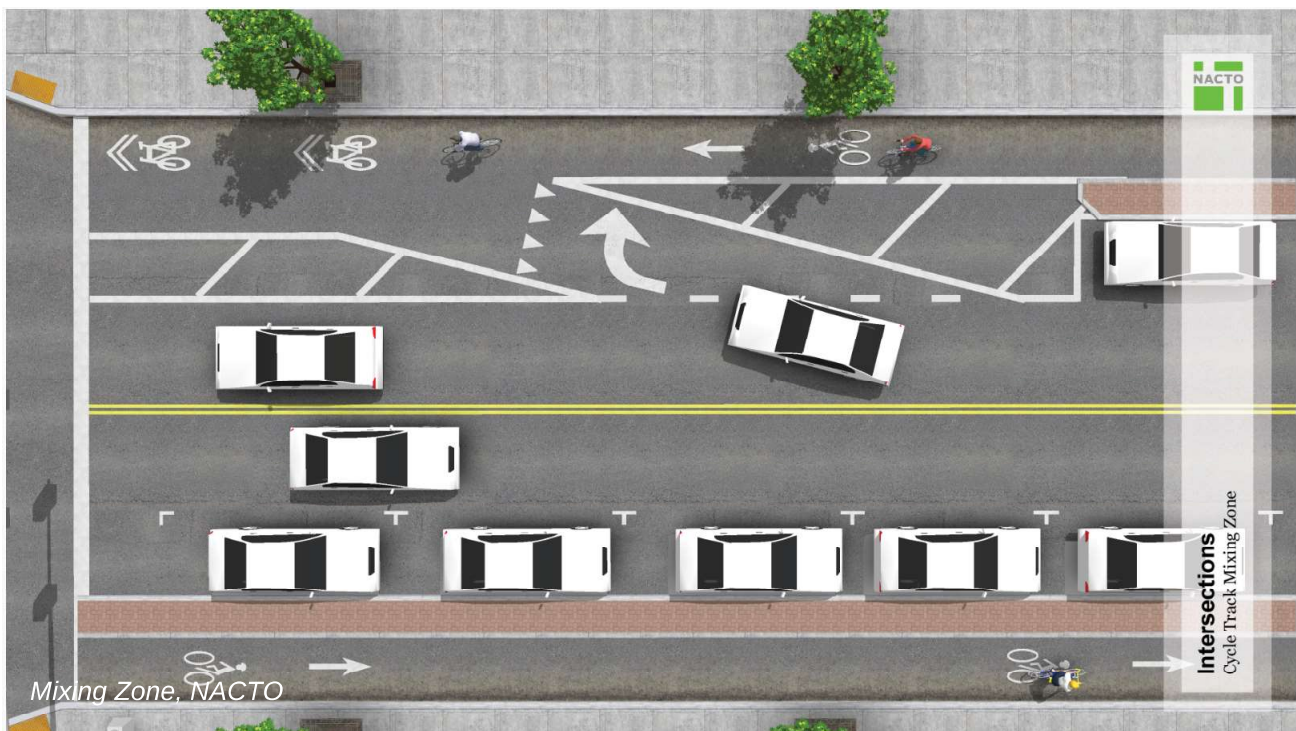
## Option B





### Mixing Zones:

Mixing zones are where a vehicular lane and bicycle lane cross paths and merge or switch lane placement. This typically occurs at intersections where the vehicular traffic has a dedicated right-turn lane. Mixing zones are only applicable on street segments with one-way separated bike lanes. Streets with speeds in excess of 35 mph may require deceleration lanes in advance of the mixing zone.



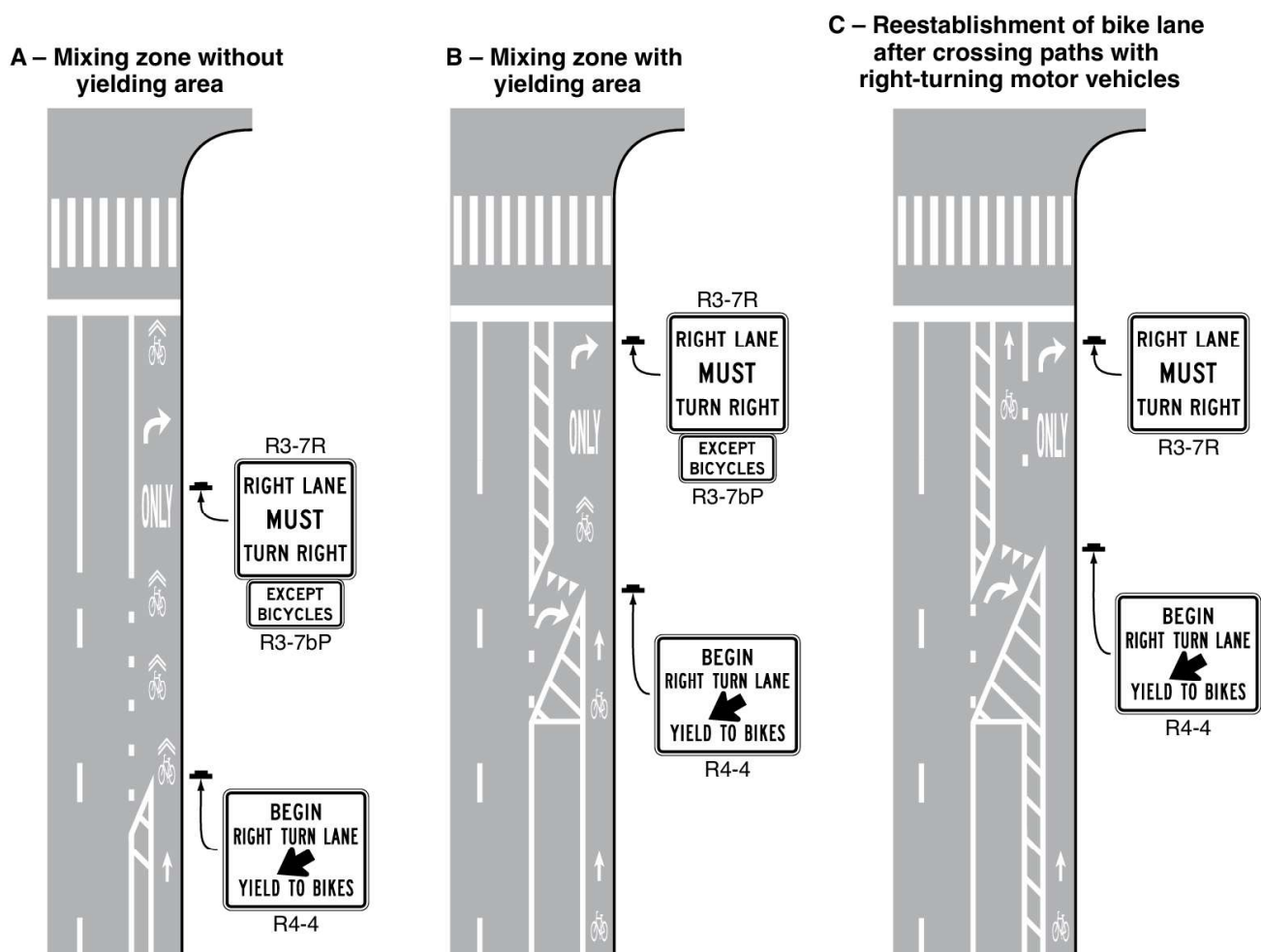


## Typical Applications:

- Where the bicycle lane is one-way in the same direction of traffic as motorists.
- Where speeds are 35 mph or less.
- Where it isn't possible to provide dedicated bicycle facilities at the intersection approach.

## Design Guidance:

- Mixing zones with a yielding area shall have markings to indicate where motorists enter the shared space and shall yield.
- Where the mixing zone continues into the intersection and bicycles, and motorists continue to share space, shared lane markings and turn arrows shall be provided in the lane.
- Signage and markings should be used to inform users of the mixing zone and provide instructions for positioning in the lane.



Mixing Zone Markings, FHWA MUTCD 11th Edition



### **Loading Zones:**

Truck loading zones in urban areas often involve taking up parking spaces or partial lanes along a roadway. This can often result in blocking a bike lane. Dedicated commercial loading zones can add safety and improve traffic flow. These zones should be placed where it's convenient access to businesses while causing the least inconvenience to traffic flow. Typically, these zones are located at alley crossings or on streets where on-street parking is not needed. Loading zones should be 8 to 10 feet wide and provide enough room where traffic can easily navigate the street.

### **Typical Applications:**

- In commercial or industrial zones where goods must be loaded/unloaded.

### **Design Guidance:**

- Dedicate loading zones and designate them with signs and pavement markings.

### **Transit Zones:**

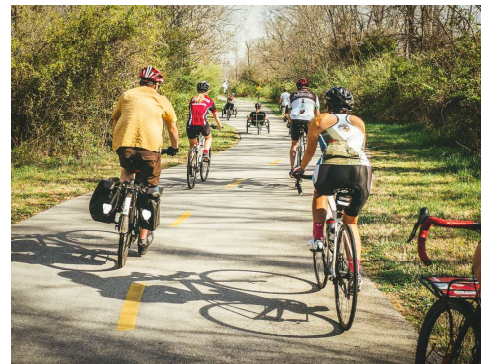
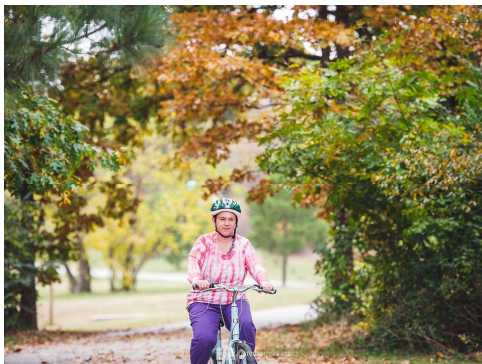
Transit zones must also be considered in the design of facilities for vulnerable road users. Transit stops have their own requirements, which must be evaluated alongside their connections with bike and pedestrian facilities. Bicycle facilities and transit facilities should be designed with each facility in mind to improve safety and minimize conflicts.

### **Typical Applications:**

- Along transit routes and at transit stops.

### **Design Guidance:**

- Dedicate transit zones and designate them with signs and pavement markings.
- Attempt to minimize conflicts between transit and bike routes, which will vary depending on the type of bicycle facility.

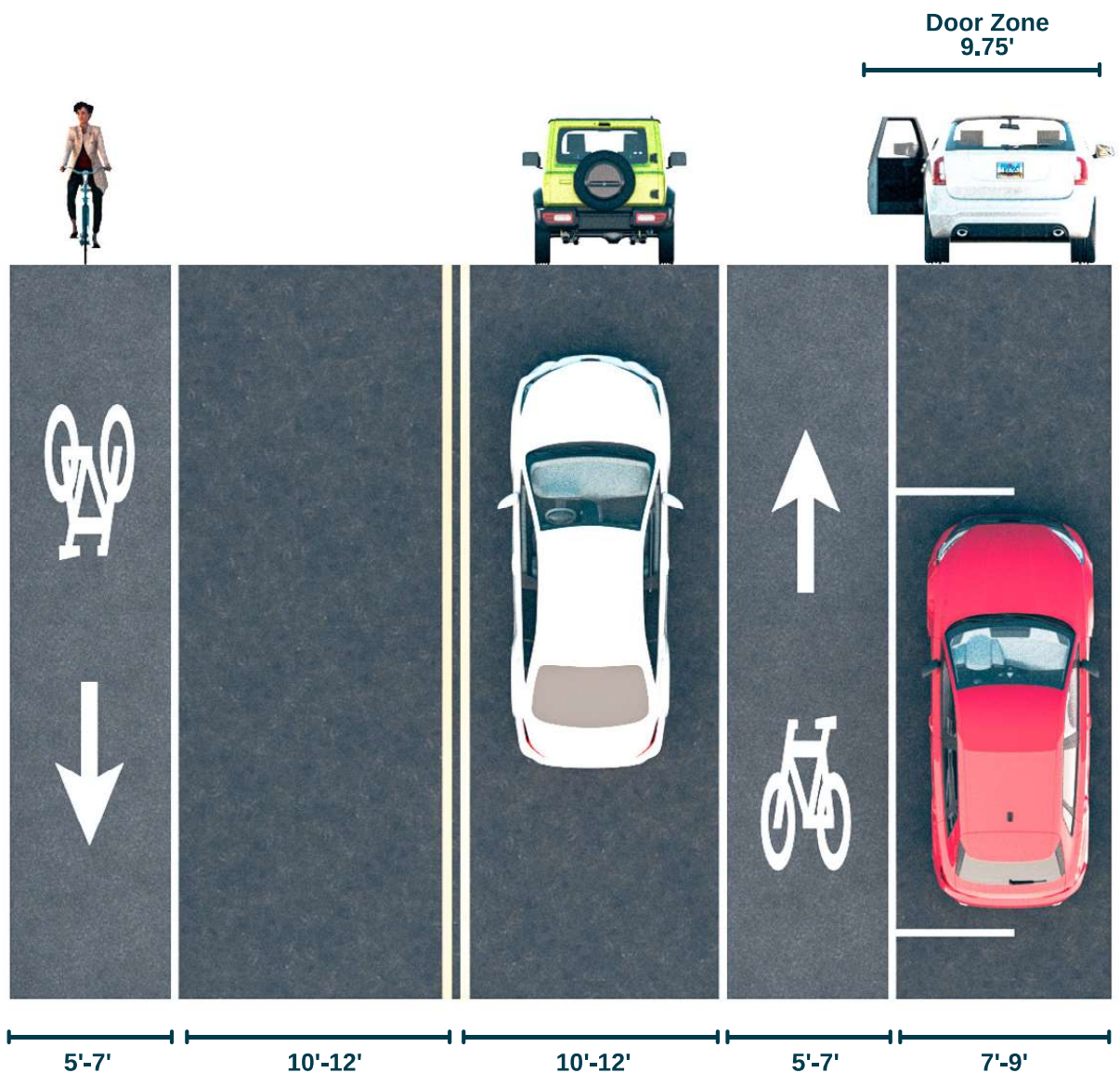




## 2 Visually Separated Facilities

### A. Conventional Bike Lanes

Conventional bike lanes provide an exclusive space for bicyclists on the roadway. Conventional bike lanes can be located adjacent to both directions of vehicular traffic. Vehicular traffic is not allowed to travel in dedicated bike lanes unless temporarily to access parking, entering & exiting alleyways or driveways. Stopping, standing, and parking within a dedicated bike lane is prohibited.





### Typical Applications:

- Bike lanes are most helpful on streets with  $\geq 3,000$  motor vehicles average daily traffic.
- Bike lanes are most helpful on streets with a posted speed  $\geq 25$  mph.
- On streets with high transit vehicle volume.
- On streets with high traffic volume, regular truck traffic, high parking turnover, or speed limit  $> 35$  mph, consider treatments that provide greater separation between bicycles and motor traffic.

### Design Guidance:

- Design bike lanes to separate road users and reduce the stress of motor vehicle passing events.
- The preferred minimum width of a bike lane is 6.5 ft (2.0 m) to allow for bicyclists to ride side-by-side or pass each other without leaving the bike lane.
- The absolute minimum bike lane width is 4 ft (1.2 m) when no curb and gutter are present or 5 ft (1.5 m) when adjacent to a surface, guardrail, another vertical surface, or on-street parking stalls (AASHTO Bike Guide 2012).
- Widths 7 ft (2.1 m) or greater may encourage motor vehicle use of bike lanes for parking or driving. If extra width is available or desired, configure with a buffer zone to delineate space.
- When placed adjacent to a parking lane, the desirable reach from the curb face to the edge of the bike lane (including the parking lane, bike lane, and optional buffer between them) is 14.5 feet; the absolute minimum reach is 12 feet. A bike lane next to a parking lane shall be at least 5 feet wide unless there is a marked buffer between them. Wherever possible, minimize parking lane width in favor of increased bike lane width.
- The desirable bike lane width adjacent to a guardrail or other physical barrier is 2 feet wider than otherwise to provide a minimum shy distance from the barrier.

### Pavement Markings:

- Mark a bike lane line with a normal solid white line and a standard bike lane symbol marking. The MUTCD 2023 provides standards and guidance for applying these elements.
- Lane markings should remain solid and not dotted at the driveway crossing. The MUTCD does not recognize a driveway as an intersection (MUTCD 2023, AASHTO Bike Guide 2012).
- Bicycle lane word and/or symbol and arrow markings (MUTCD Figure 9E-1) shall be used to define the bike lane and designate that portion of the street for preferential use by bicyclists. These markings shall be placed outside of the motor vehicle tread path at intersections, driveways, and merging areas in order to minimize wear from the motor vehicle path.
- A solid white lane line marking shall be used to separate motor vehicle travel lanes from the bike lane.
- A through bike lane shall not be positioned to the right of a right-turn-only lane or to the left of a left turn-only lane (MUTCD 9E.02). A bike lane may be positioned to the right of a right-turn-only lane if split-phase signal timing is used.



## B. Buffered Bike Lanes

Buffered bike lanes are conventional bike lanes paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle lane and/or parking lane. As per MUTCD chapter 9, buffered bike lanes are required to have the bicycle lane word and/or chevron and arrow. This defines the lane to be used solely for bicyclists. A buffer is not required between the bike lane and parking, and a solid line may be used to separate them. However, if there is additional road width, a buffer between the parking and bike lane may be considered to reduce door zone conflicts or to narrow vehicle travel lanes to encourage slower vehicle speeds. The lane markings should be dashed in areas where traffic is meant to cross the bicycle lane.

**Buffered Bike Lane  
without Parking**



- Desired width = 3'
- Per NACTO 18" is minimum.
- Per MUTCD, if the buffer space is less than 2', NO chevron or diagonal striping may be applied. If the buffer space is 2'-3', chevron or diagonal marking SHOULD be used. If the buffer is greater than 3', then chevron or diagonal marking SHALL be applied.



## Typical Applications:

- Can be applied in most places where a standard bike lane is considered.
- On streets with higher travel speeds, higher traffic volumes, and/or higher truck traffic volumes, additional visual separation can increase the comfort of bike riders.
- On streets with extra lanes or extra lane width.
- Special consideration should be given at transit stops to manage bicycle & pedestrian interactions.

## Design Guidance:

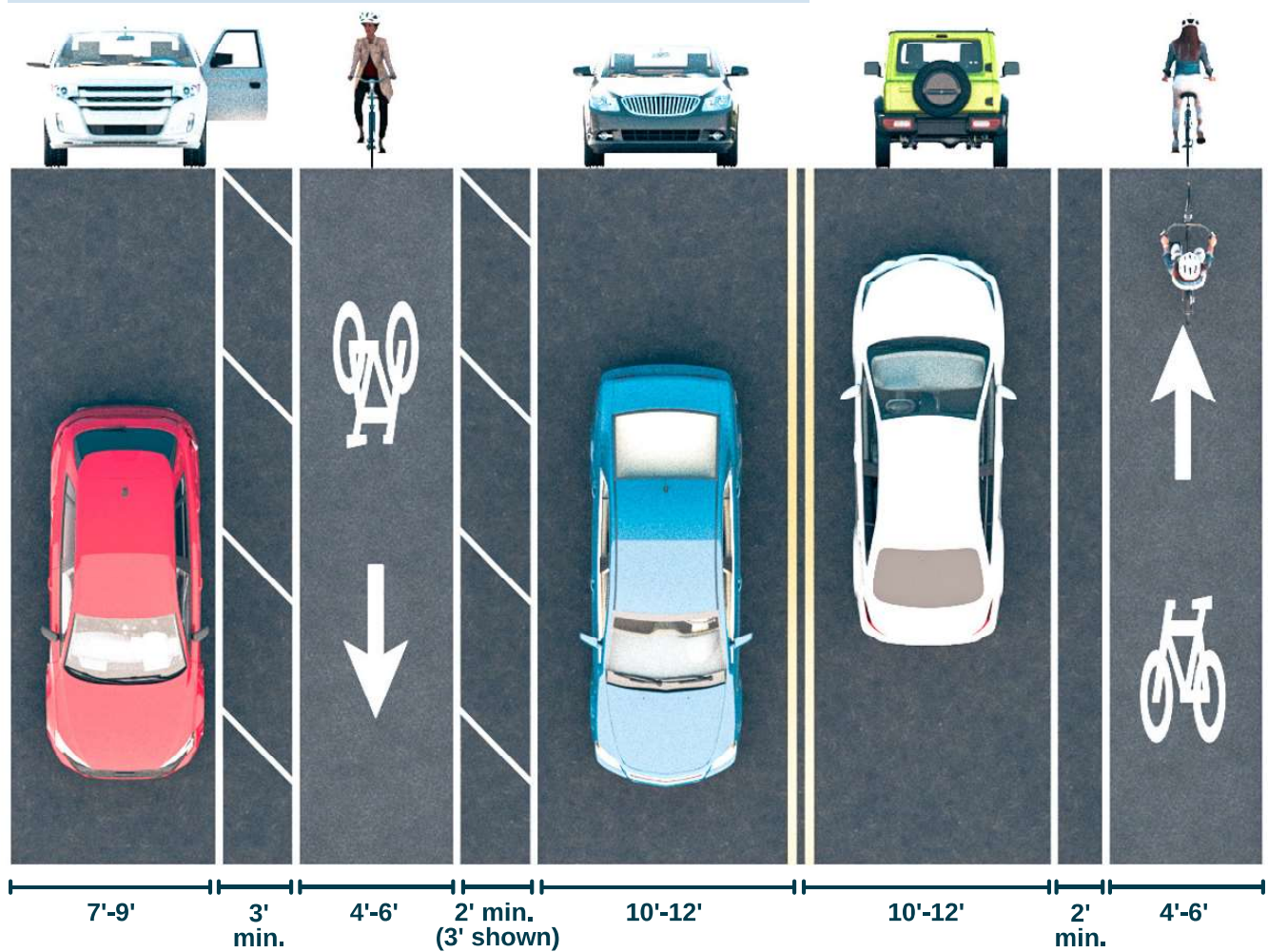
- Bicycle lane word and/or symbol and arrow markings (MUTCD Figure 9E-1) shall be used to define the bike lane and designate that portion of the street for preferential use by bicyclists.
- The buffer shall be marked with 2 solid white lines. White lines on both edges of the buffer space indicate lanes where crossing is discouraged, though not prohibited. For clarity, consider dashing the buffer boundary where cars are expected to cross at driveways.
- The buffer area shall have interior diagonal cross-hatching or chevron markings if 3 feet wide or wider.



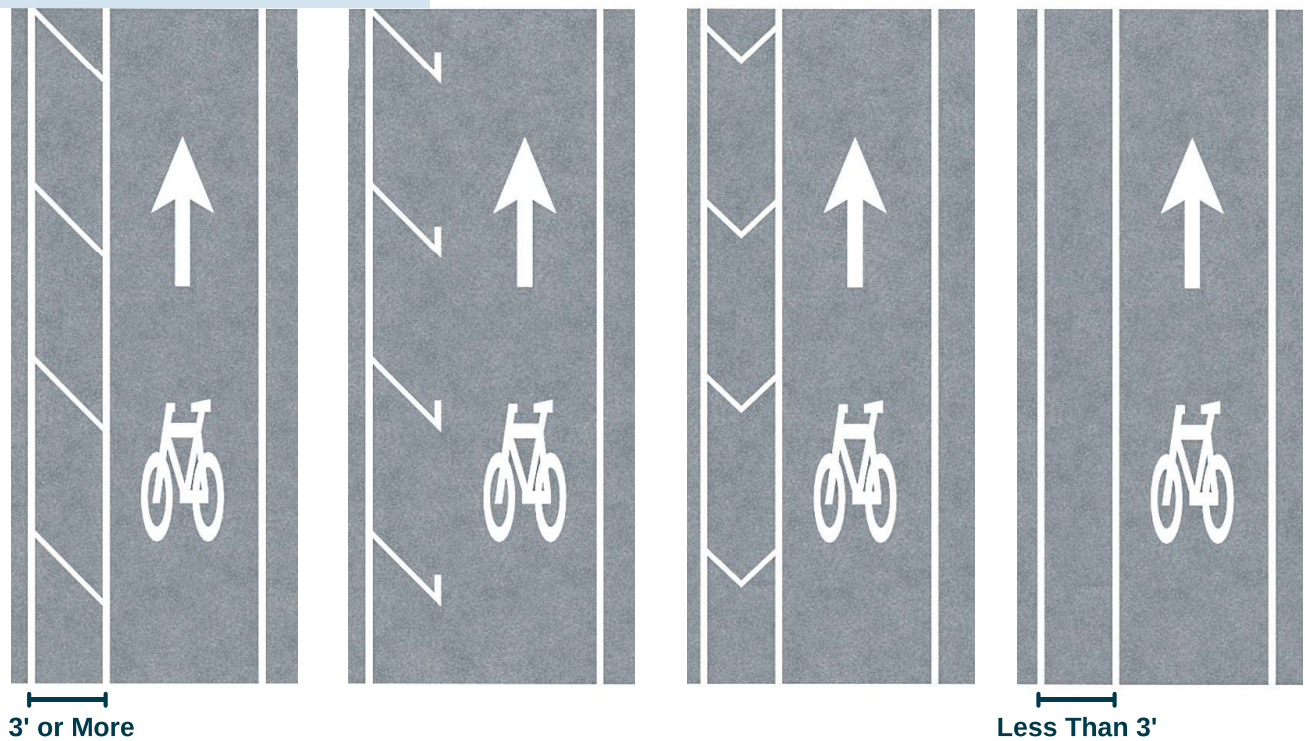
*Urban Bikeway Design Guide, NACTO*



## Visually Separated Bicycle Facility with Parking



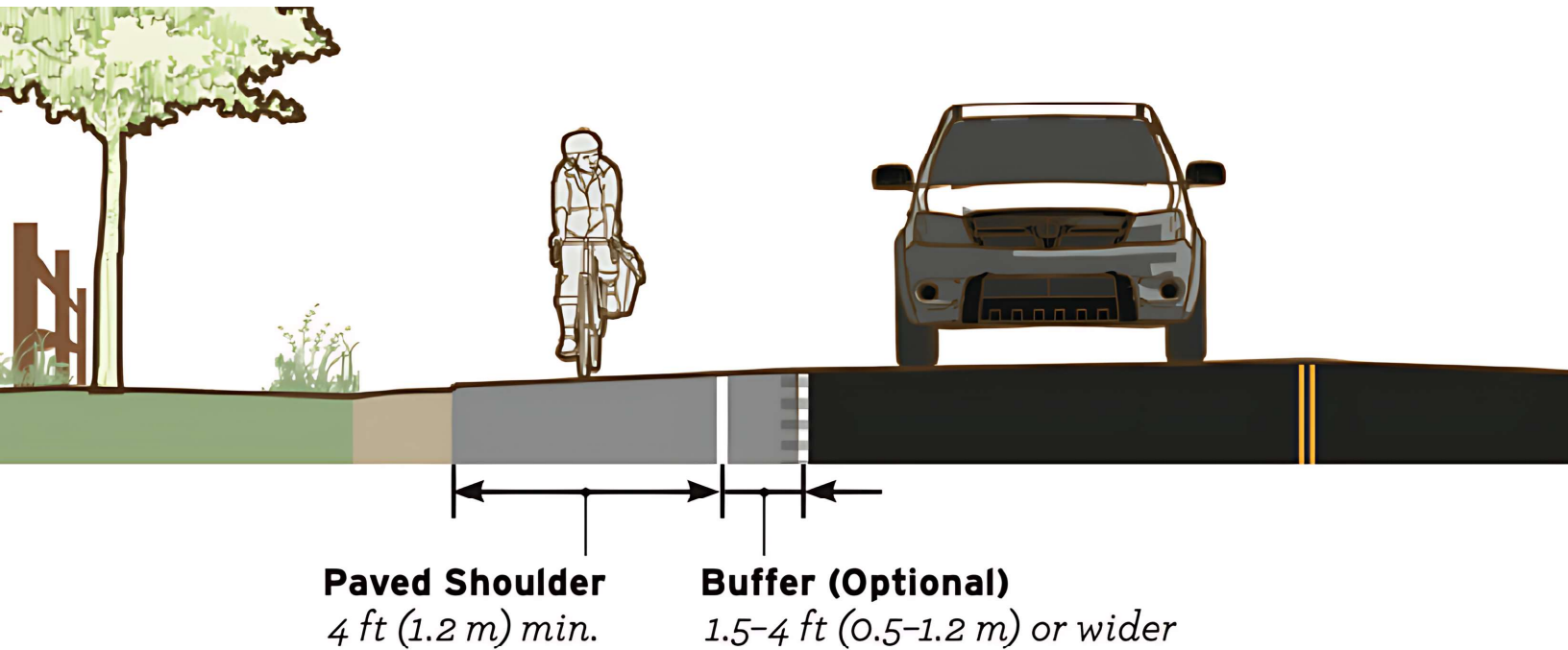
## Preferred Buffer Types





## C. Paved Shoulders

Paved shoulders on the edge of roadways can be enhanced to serve as a functional space for bicyclists and pedestrians to travel in the absence of other facilities with more separation. Shoulders that are maintained so they are clear of debris provide a safer and more inviting facility for bicyclists.



*Small Town and Rural Design Guide, FHWA*

Functional Classification	Volume AADT	Speed (MPH)	Recommended Minimum Paved Shoulder Width
Minor Collector	Up to 1,100	35	5 ft
Major Collector	Up to 2,600	45	6.5 ft
Minor Arterial	Up to 6,000	55	7 ft
Principal Arterial	Up to 8,500	65	8 ft

*Small Town and Rural Design Guide, FHWA*



### Typical Applications:

- Appropriate on roads with moderate to high volumes and speeds and on roadways with a large amount of truck traffic. It may function on multilane roads with heavy traffic, but it fails to provide a low-stress experience in this condition.

### Design Guidance:

#### Clear Paved Shoulder Width:

Any amount of clear paved shoulder width can benefit pedestrians and bicyclists; however, to be fully functional for their use, the paved shoulder area should be wide enough to accommodate their horizontal operating envelope.

- To accommodate bicyclists and pedestrians' use of the shoulder, provide a minimum width of 4 ft (1.2 m) adjacent to a road edge or curb, exclusive of any buffer or rumble strip.
- Where possible, provide greater width for added comfort, user passing, and side-by-side riding.

#### Use of Rumble Strips:

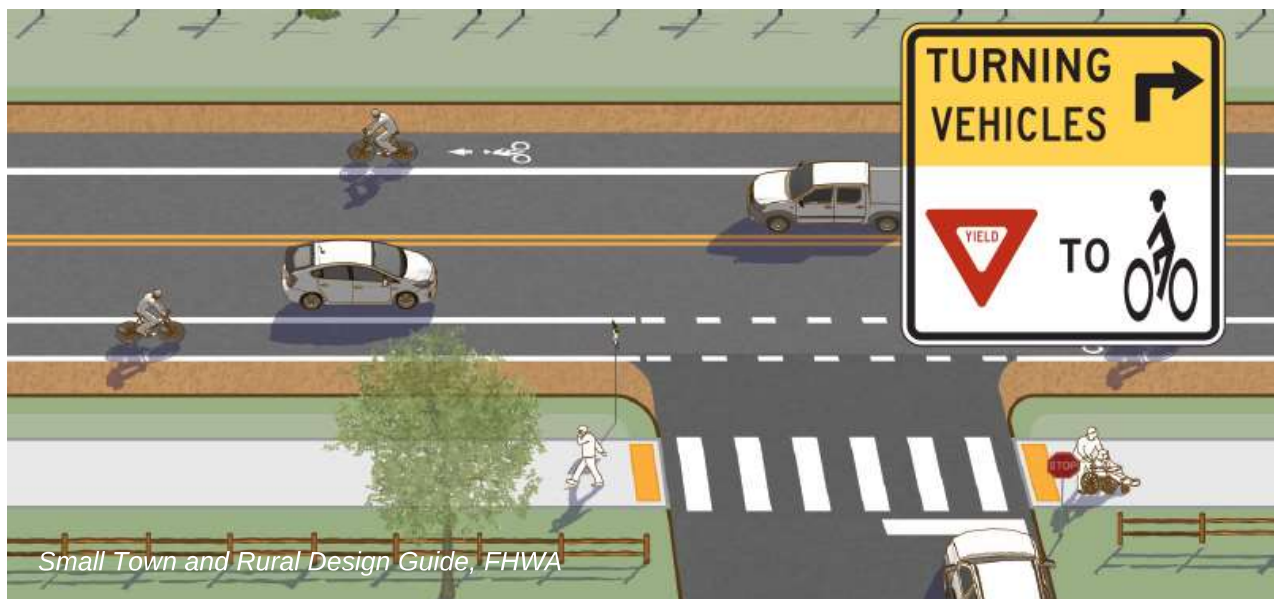
- Rumble strips are an FHWA-proven safety countermeasure for reducing roadway departure crashes. Research has shown that installing rumble strips can reduce severe crashes but may negatively impact bicycle travel if they are poorly constructed. Rumble strip design should consider leaving gaps to allow bike riders to safely leave the shoulder to turn left or maneuver around debris in their path. Additional information on rumble strip design can be found in FHWA Technical Advisory 5040.39 and on the FHWA Rumble Strips and Rumble Stripes Website.
  - If rumble strips are desired on bicycle network routes optimize the dimension, design, and placement of rumble strips to be more tolerable to bicyclists.
    - 12-inch spacing center-to-center
    - 6–8 inches long, perpendicular to roadway
    - 6 inches wide, measured parallel to the roadway
    - 3/8 inch deep
  - Place rumble strips to overlap with the roadway edge line, also known as edge line rumble strips or rumble stripes.
  - Provide a bicycle gap pattern to allow access into and out of the shoulder area by bicyclists. The gap pattern consists of a 12 ft clear gap followed by rumbles, typically 40–60 ft (12.1–18.2 m) (NCHRP Synthesis 490, 2016).



## Visually Separated Bicycle Facilities- Intersection Design

Design strategies for bike lanes at intersections emphasize reducing speeds, minimizing exposure, raising awareness, and communicating right-of-way priority.

- Under most conditions, bicyclists have priority over turning traffic. Markings and signs should support this priority and remind motorists of the obligation to yield.
- Adjacent to a through-right lane, use a modified R10-15 Turning Vehicles Yield to Bikes sign to clarify user priority.
- Where a right-turn lane is established to the right of a bike lane, the R4-4 Begin Right Turn Lane Yield to Bikes sign reminds motorists to yield to bicyclists before entering the lane.
- Where special emphasis is desired, green pavement color may be used within bike lanes and at merging or weaving areas where motor vehicles may cross bike lanes. For more information on the use of color, refer to FHWA Interim Approval 14 2011.





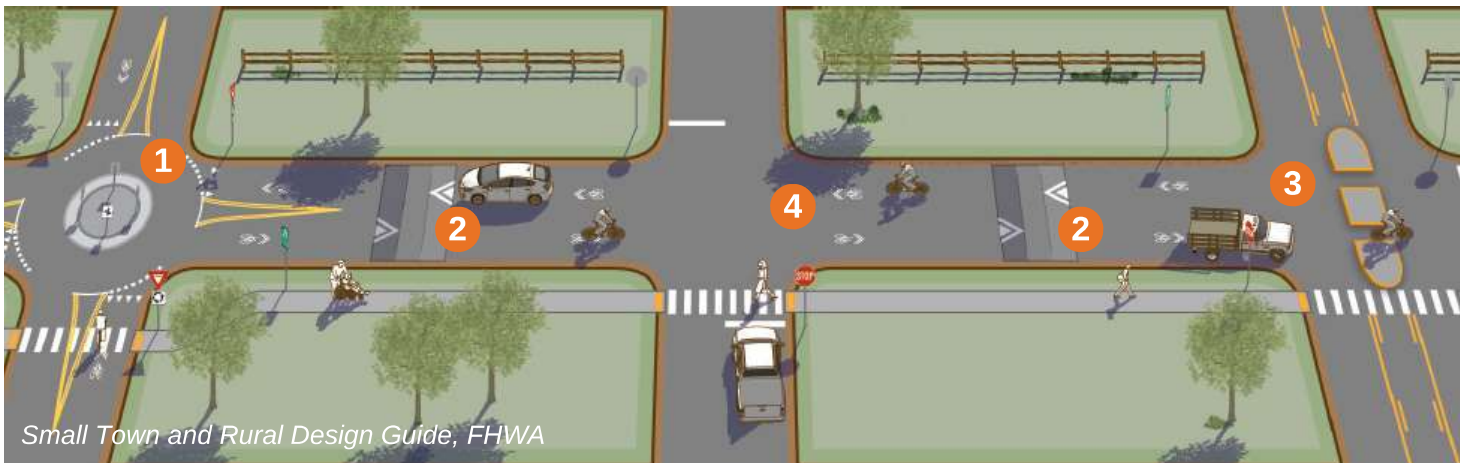
## 3 Mixed Traffic Facilities

### A. Bicycle Boulevard

Bicycle boulevards are streets with low motorized traffic volumes and speeds, designated and designed to prioritize bicycle travel. Bicycle Boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets.

Low-traffic residential streets can be designated for bicycle use. Optimal street dynamics and design elements include but are not limited to the following:

- Traffic calming measures such as speed bumps, chicanes, or roundabouts.
- Bicycle-friendly intersections with features like bike boxes and signage.
- Neighborhood connectivity to provide direct routes to key destinations.
- Regular maintenance and enforcement to ensure compliance with traffic calming measures.



#### 1 Horizontal Traffic Calming Element

A mini Roundabout helps to slow and calm traffic and also keep traffic moving.

#### 2 Vertical Traffic Calming Elements

Speed tables help to calm traffic and provide additional comfort to bike riders.

#### 3 Routing Restriction

Traffic diverters help to prioritize this route for bike riders and pedestrians.

#### 4 Pavement Markings

Clearly marked and bright pavement markings help notify all modes that this is a mixed-traffic facility.





Urban Bikeway Design Guide, NACTO



### Typical Applications:

- Total traffic lanes - less than 3
- Posted Speed Limit – less than 30mph
- Average Daily Traffic – 3K or less
- On-street parking – infrequent
- Where a separated bike lane or pathway is not feasible

### Design Notes:

- Low-Traffic Designation: Designate residential streets with low motor vehicle traffic volumes as bicycle boulevards to provide safe and comfortable routes for cyclists.
- Traffic Calming Measures: Implement traffic calming measures such as speed bumps, traffic circles, or raised crosswalks to reduce vehicle speeds and enhance cyclist safety.
- Intersection Treatments: Design bicycle-friendly intersections with features such as bike boxes, advanced stop lines, and improved visibility to increase cyclist safety and comfort.
- Neighborhood Connectivity: Ensure bicycle boulevards provide direct routes and connectivity to key destinations such as schools, parks, and commercial areas to encourage bicycle use for local trips.

### Additional Design Notes:

- Bicycle wayfinding signage and pavement markings shall be included on bicycle boulevards. Pavement markings and identification/wayfinding signs provide a strong visual identity for the street and designate the corridor as a bicycle route.
- Where the bicycle boulevard turns or jogs onto another street, signs and/or markings shall be provided to indicate how users can remain on the route.
- Centerline stripes (if present) shall be removed or not repainted, except for short sections on intersection approaches with a stop line or traffic circle. Drivers have an easier time passing bicyclists on roads that do not have centerline stripes. If vehicles cannot easily pass each other using the full width of the street, there is likely too much traffic for the street to be a successful bicycle boulevard.

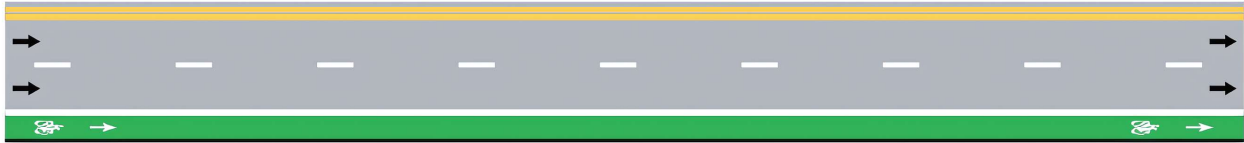




## Use of Green Paint in the Roadway for Bicycle Facilities

Green paint in the roadway is helpful for bike riders and motorists. It can help increase bike riders' visibility, especially at points of conflict, and delineate the spaces on the road designed for bikes. Many factors must be considered when adding green paint, including the ongoing maintenance of these areas. The MUTCD provides guidance for when and how it should be incorporated into bicycle facilities. Below are a few uses of green paint from the MUTCD.

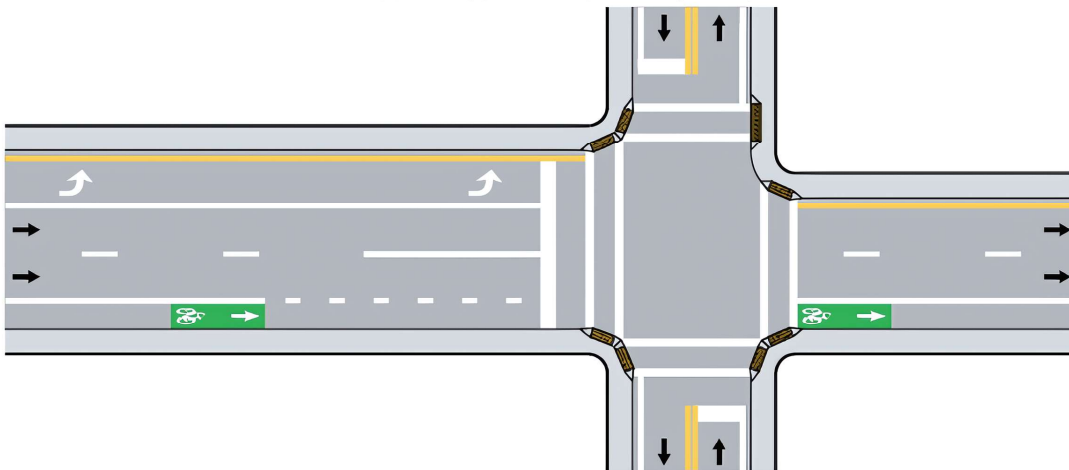
**A – Applied to the entire corridor**



**B – Limited to the bicycle symbol and arrow**



**C – Applied approaching and departing an intersection**



**D – Applied supplementing the dotted line approaching intersections and/or the dotted extensions of bicycle lanes through intersections**



Source: MUTCD-11th Edition



# Pedestrian Facilities

Most modes of transportation begin and end with a walk or roll. Well-designed and strategically placed sidewalks, pedestrian crossings, and signals can increase safety and comfort for the largest user group of any active transportation network. While sidewalks, pedestrian crossings, and signals are focused on moving pedestrians safely and comfortably, they also serve bicycle riders in most cases. *In 2021, cyclists were added to the protected users of crosswalks. While people on bicycles must yield to pedestrians in a crosswalk, they no longer have to dismount to use a crosswalk.* In Arkansas, all vehicles must yield to those in a crosswalk. Move Fort Smith design guidance focuses on the following pedestrian facilities, as outlined below:

## 1 Sidewalks:

Sidewalks are an essential element in a community as they are often the most readily accessible and cost-effective way to connect residents to destinations within the city.

## 2 Pedestrian Crossings:

A walkable environment includes safe and frequent crossings. We will explore some aspects that should or can be included.

### A. Pedestrian Refuge/Crossing Islands:

Pedestrian islands reduce the exposure time for pedestrians or bicyclists at intersections and can also allow users to cross one direction of traffic at a time.

### B. Marked Crossings:

High-visibility marked crossings can be utilized at intersections or other locations where pedestrian traffic is anticipated to improve yielding behavior by drivers.

### C. Curb Ramps:

Curb ramps provide accessible pedestrian access between sidewalks and the street where there is a curb face or change in elevation.

## 3 Pedestrian Crossing Signals:

Pedestrian crossings and signals are crucial components of urban infrastructure designed to enhance the safety and convenience for pedestrians. Signals can be utilized at intersections or mid-block to warn motorists and bring additional attention to pedestrians. Signalized intersections are used frequently in cities nationwide; however, in the Move Fort Smith design guidance, two signals will be explored in greater detail.

### A. Rectangular Rapid Flashing Beacon:

RRFBs are manually or passively activated warning beacons alerting drivers to yield.

### B. High-Intensity Activated Crosswalk Beacon:

HAWKS are hybrid signals that stop traffic on high-volume roadways.

## 4 Additional Pedestrian Safety Countermeasures:

### A. Curb Extensions:

Curb extensions are an element that can physically narrow the roadway and create safer and shorter crossings for pedestrians.

### B. Crosswalk Visibility Enhancements:

Low visibility creates an unsafe environment at crossings.

### C. Leading Pedestrian Interval:

Leading pedestrian intervals give pedestrians time to enter crossings before the signal changes for motorists.



# 1 Sidewalks

## Sidewalk Considerations

Sidewalk widths will vary based on available ROW, street widths, and adjoining uses. Sidewalk widths should be based on the anticipated use and the surrounding amenities and uses. For example, a downtown sidewalk should have a greater width than a sidewalk located in a typical residential street. High-volume sidewalks will require additional width to allow for passing in various directions compared to lower-volume sidewalks.



6' - 8'

**Frontage  
Area**

6' - 12'

**Pedestrian  
Area**

6' or More

**Amenity  
Area**

### Frontage Area:

The area from the front door to the right of way but can also adjoin or abut buildings, front porches, stoops, lawns, or other landscaped areas. In downtown environments, this area can include outdoor retail signage, seating, awnings, or other intrusions within the right of way.

### Pedestrian Area:

This area typically comprises a sidewalk or shared-use path. It is the portion of the right of way meant for pedestrians to travel actively. The width should be set to accommodate the volume of pedestrian activities, which should include the passing of people both alone and in groups and the use of wheelchairs, strollers, or wagons.

### Amenity Area:

This area is typically between the pedestrian area and the street. It is usually occupied by streetlights, signal boxes, benches, trash receptacles, trees or other landscaping, bike racks, and various stormwater control measures. These areas can create snow storage areas from cleared streets or sidewalks.



Figure 7 outlines recommendations for utilizing available right-of-way for all street classifications as listed in the City of Fort Smith Master Street Plan. These guidelines are not intended to be rules but instead, a tool to help inform design decisions affecting pedestrians along city streets and roads. Context-sensitive solutions and engineering judgment should be applied.

**Figure 7**

Street Classification	ROW Width (ft)	Street Width (ft)	Frontage Width	Pedestrian width	Amenity Width	Sidepath (SP)	Sidewalk Location
Boulevard	160	84	Variable	6-10	Varies based on design	Yes	Both sides or along one side with SP on the other. The SP
Major Arterial	100	66	2-4	6	6	Yes	If used with SP on one side. If not used with SP sidewalk on both sides.
Minor Arterial	100	54	2-4	6-10	6	Yes	If used with SP Sidewalk on one side. If not used with SP sidewalk on both sides.
Industrial	70	40	Typically not needed	5-6	6-10	Yes	If used with SP Sidewalk on one side. If not used with SP sidewalk on both sides.
Major Collector	70	38	Varies depending on planning district	6-10	6	Yes	Depending on zoning, these street types may or may not have on-street parking. If so, this would only allow pedestrian routes on one side of the street unless additional ROW is acquired.
Residential Collector	60	38	Varies depending on planning district	6-10	6	Yes	Depending on zoning, these street types may or may not have on-street parking. If so, this would only allow pedestrian routes on one side of the street unless additional ROW is acquired.
Residential Collector w restricted parking	60	32	Varies depending on planning district	6-10	6	Yes	If an SP is used than no sidewalk
Residential	50	27	Varies depending on lot sizes	6	4-6	No	Typically along one side of the road, however, in areas of high ped volume consider both sides.
Estate	60	26	Varies	Sidewalk not typically used	varies	Yes	These are usually rural roads that have shoulders. Would be prime candidate for a meandering path next to these roads. Because of the lack of vertical separation from vehicular traffic sidewalks not recommended.

**Street Classification:**

The City of Fort Smith Classifications streets per the 2020 Minimum Street Standards.

**Right-of-Way (ROW):**

Minimum ROW widths per the 2020 Minimum Street Standards.

**Street Width:**

This measurement is from the back of curb to back of curb per the 2020 Minimum Street Standards.

**Sidepath:**

This represents if it is possible to add a path along the roadway based on classification. Every project is unique and presents issues as feasibility. Shared-use paths and sidepaths are typically 10 feet wide.

**Sidewalk Location:**

Recommendation on what side of the roadway to locate a sidewalk.



## 2

## Pedestrian Crossings

### A. Pedestrian Refuge/Crossing Islands

Crossing islands provide pedestrians with a refuge when using multistage crossings. These are typically found at mid-block crossings where pedestrians must cross the street away from an intersection. These can also be found in roundabouts, right turn lanes, or even in downtown areas where the crossing is unusually long or misaligned. Crossing islands have various designs and warrant an engineered solution. As traffic speed or the number of traffic lanes that must be crossed increases, crossings feel less safe for pedestrians entering the intersection. Pedestrian islands can be used to reduce the exposure time for pedestrians or bicyclists at intersections and can also allow pedestrians to cross one direction of traffic at a time. The FHWA has published considerations for pedestrian islands. These include that they should be considered in curbed sections of multilane roadways with a significant mix of pedestrian and vehicular traffic, where traffic volumes are over 9,000 vehicles per day and travel speeds are 35 mph or greater. Other design considerations include being at least 4 feet (preferably 8 feet) in width and an adequate length to accommodate the anticipated number of pedestrians waiting for traffic gaps before crossing.

#### Typical Applications:

- In areas where vehicle speeds and volumes make pedestrian crossings prohibitive.
- Typically applied where three lanes of traffic or more diminish pedestrians' feelings of safety and comfort.

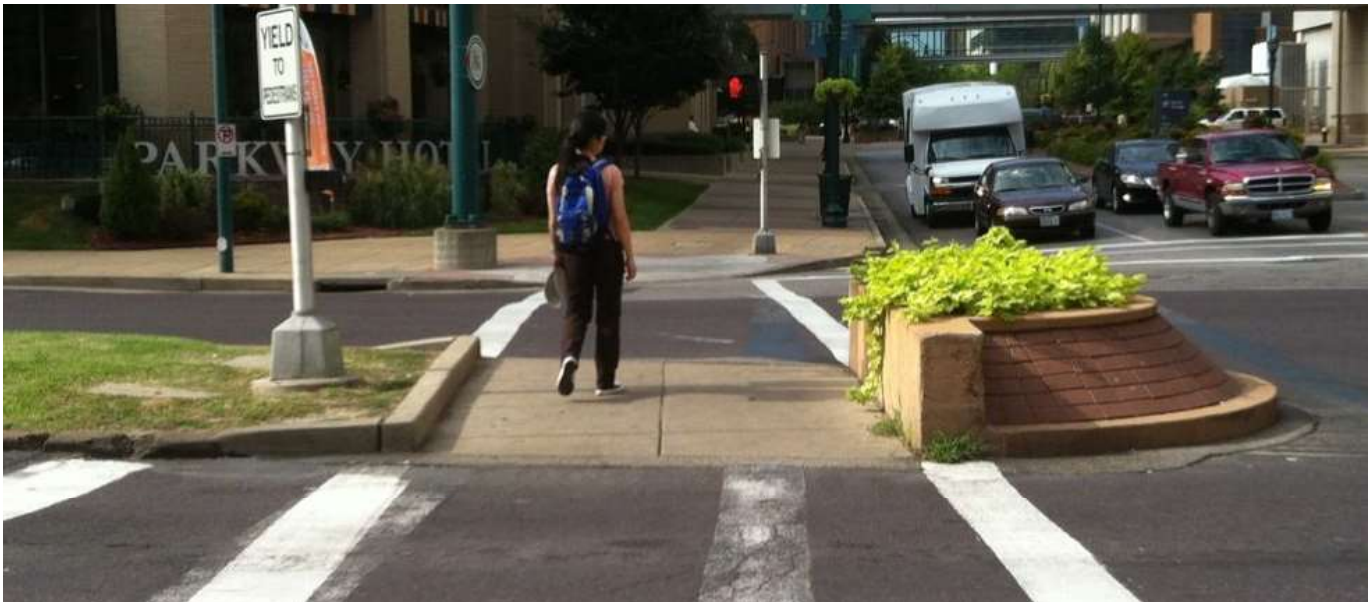
#### Design Guidance:

##### Crossing Island Requirements:

- Should be in crossings that are 50 feet or more.
- Pedestrian refuge islands should be at least 6' in width, however, 8-10' feet is preferred.
- Mid-block crossings should have a "Z" configuration that forces pedestrians to face oncoming vehicular traffic.
- Raised concrete islands or some form of vehicular barrier is required to protect anyone using the crossing island. Vegetation and aesthetic treatments can be used if it doesn't obscure visibility.
- Where a 6-foot wide median cannot be attained, a narrower raised median is still preferable to nothing. The minimum protected width is 6 feet, based on the length of a bicycle or a person pushing a stroller. The refuge is ideally 40 feet long.



## Pedestrian Refuge Islands Examples



Source: City of Charlotte, NC



## B. Marked Crossings

Marked crossings are not always necessary at intersections on streets with low volumes and speeds. However, they should be considered near schools, transit stops, hospitals, major public buildings, and parks regardless of traffic volumes and speeds.

Judgment should be used on the applicability and design of crossings, but generally, marked crossings should be used on multi-lane roads (over 2 lanes) when speeds are higher than 20 mph or when there are high traffic volumes (such as over 3000 ADT).

It should be noted that marked crosswalks do not create a safe crossing. Additional safety measures are often needed to create traffic calming and increase safety at crossings.

### Design Guidance:

- All legs of signalized intersections should be marked unless there is a section where pedestrians are prohibited from crossing.
- Crossings should be placed to accommodate pedestrian desire lines. They should be at intersections but may be needed mid-block in high-traffic areas to encourage crosswalk use.
- Markings should be highly visible.





## C. Curb Ramps

Curb ramps are required anywhere the pedestrian travel-way crosses a vehicular or rail travel-way. This is enforced by Federal, State, and Local laws that protect pedestrians, bicyclists, and individuals with mobility disabilities. Curb ramps come in various sizes and shapes based on roadway design, grades, and drainage. At a minimum, curb ramp landings are typically 5 feet by 5 feet, with a max cross slope in all directions of 2%. Ramp and landing widths should reflect the width of the sidewalk. Flares along the ramp are required when the surfaces adjacent to the ramp are traversable. A barrier curb is usually used when adjacent to landscape or other amenities that make the space un-walkable.

### Design Guidance:

#### Ramp Requirements:

- Max slope – 1:12 or 8.33%
- Max slope of side flares – 1:10 or 10%
- Max cross slope – 2%
- Truncated domes are required at all curb ramps. This is to alert those with visual impairments that they are coming up to the street edge.
- Avoid using radial curb ramps as this could cause an individual with visual impairments to navigate the street outside of the painted crosswalk.





### 3 Pedestrian Crossing Signals

There are several types of pedestrian crossing signals. The most familiar and common are located at signalized intersections. Two additional signals, RRFBs, and HAWKs, are also used at pedestrian crossings. Pedestrian Signals are typically located at signalized intersections and allow time for pedestrians to cross the street safely and in the direction of normal traffic flow. Signals can also be used to cross islands. The issue with signals is that some individuals will cross against the direction of the signal, which can cause crashes or disrupt normal traffic flow, which can cause vehicles to rear-end another vehicle. Signal guidance and requirements are found in the MUTCD.

#### Typical Requirements:

- A signal must be timed to allow sufficient time for crossing the street
- Signals must have an audible sound to notify those with visual impairments that it is safe to cross
- Delay left turn movements to allow pedestrians to clear the crossing
- Adequate signage is needed to inform pedestrians how to use the signal
- Signal timing is typically 3.5 feet per second as a measurement of travel time

#### Types of Pedestrian Signal Activation

**Pedestrian Light Controlled:**

*Features:* These crossings are controlled by pedestrian-operated signals. Pedestrians press a button to activate the traffic light, stopping vehicles and allowing pedestrians to cross.

*Location:* Common in urban areas with significant pedestrian activity.

**Pedestrian User-Friendly Intelligent:**

*Features:* These crossings use sensors to detect when pedestrians are waiting and when they have finished crossing. The lights adjust accordingly to ensure safe crossing times.

*Location:* Typically found in urban areas, it is designed to be more responsive to pedestrian needs than pedestrian-actuated crossings.





## A. Rectangular Rapid Flashing Beacon (RRFB)

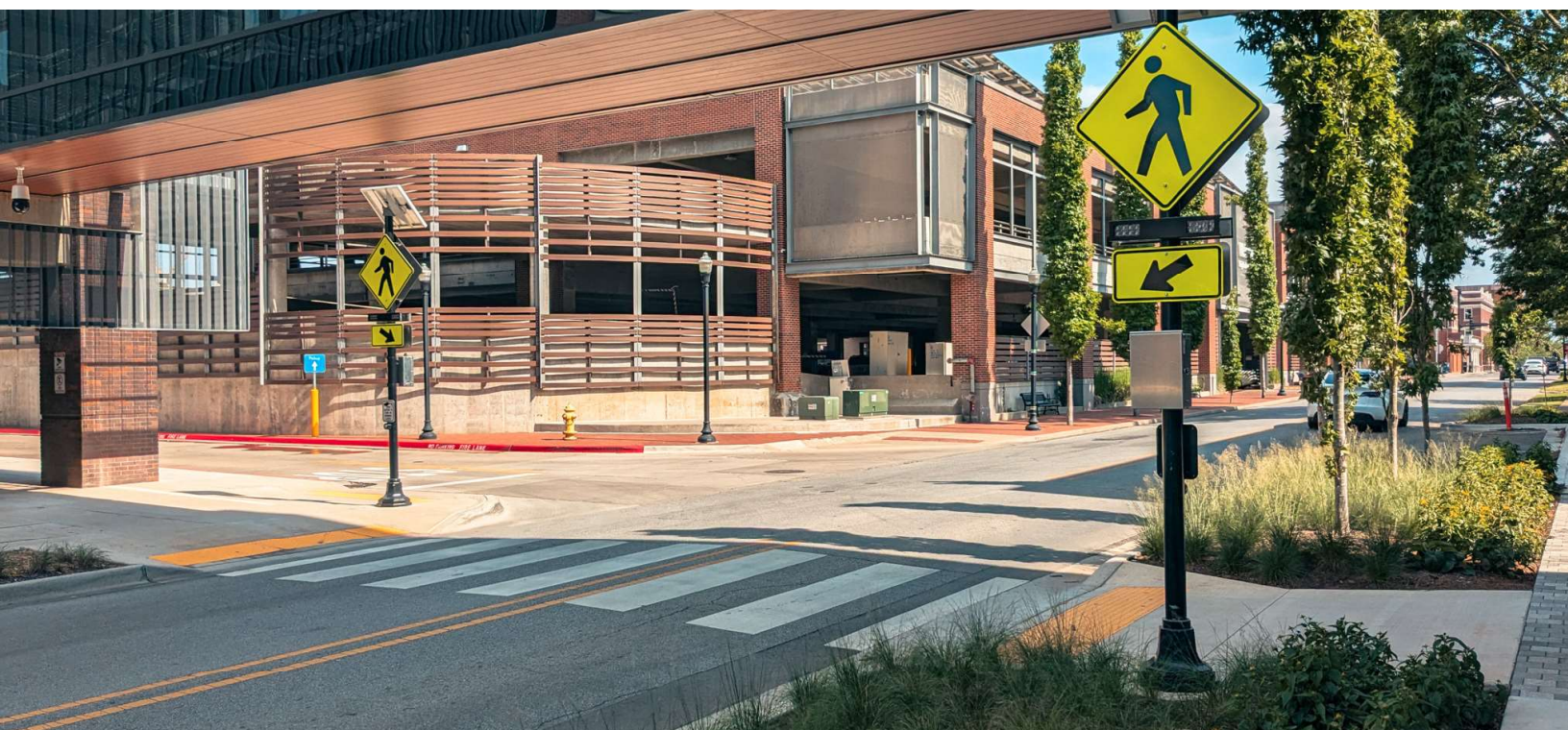
RRFBs are warning beacons that can be installed at a crossing to alert drivers that a crosswalk is in use and that they need to yield. They are used in combination with the standard crossing warning signs and markings and can be used at mid-block crossings or intersections where a signal is not warranted. RRFBs can be activated manually or passively through detection.

### Typical Applications:

- Crosswalk visibility enhancements
- Pedestrian refuge island
- Advance STOP or YIELD markings and signs

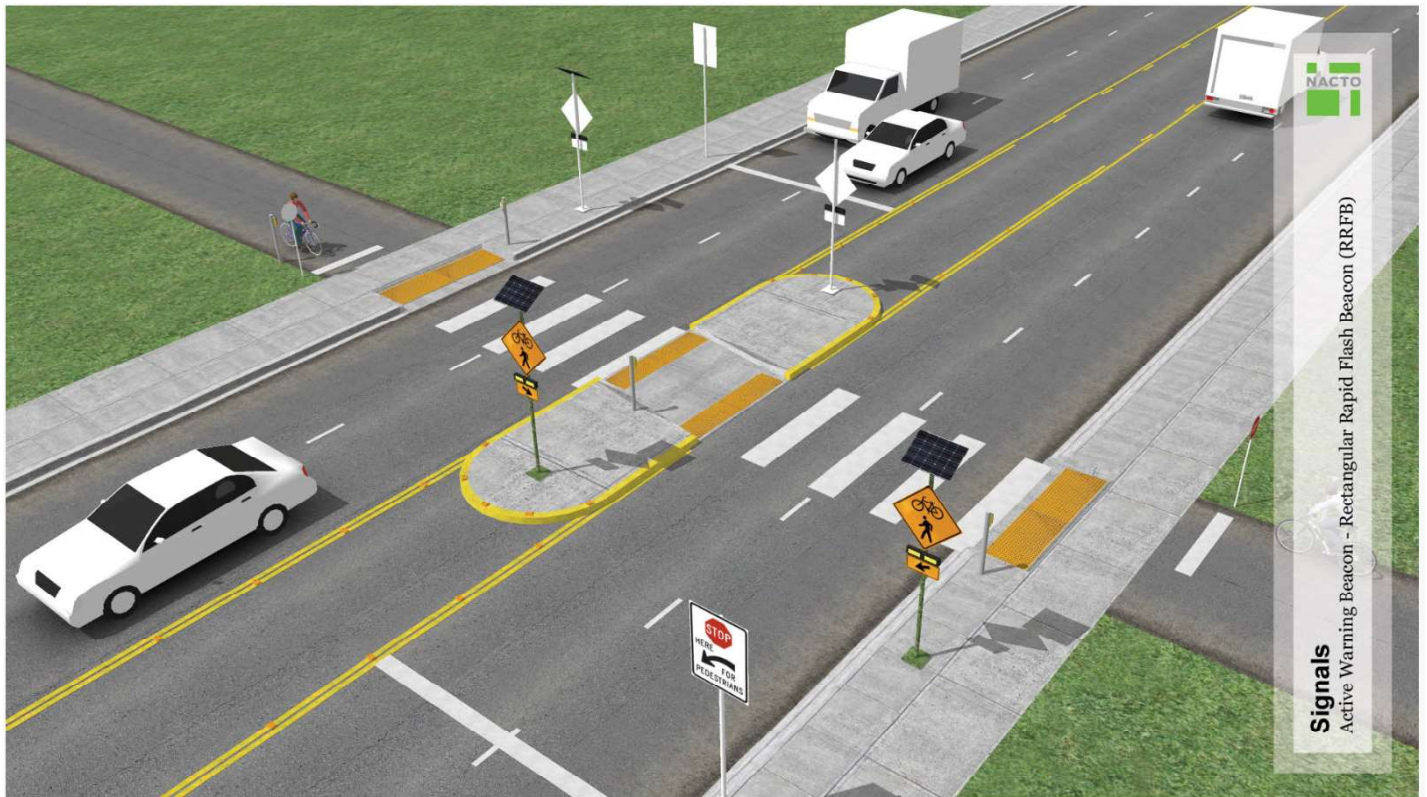
### Design Guidance:

- Install RRFBs in the median rather than the far-side of the roadway if there is a pedestrian refuge or other type of median.
- Use solar-powered panels to eliminate the need for a power source.
- Reserve the use of RRFBs for locations with significant pedestrian safety issues, as over-use of RRFB treatments may diminish their effectiveness.
- A detailed study of actuation is recommended to provide a context-sensitive solution and avoid false signals, which could diminish effectiveness.





## RRFB with Median and Pedestrian Refuge Island Example



*Urban Bikeway Design Guide, NACTO*

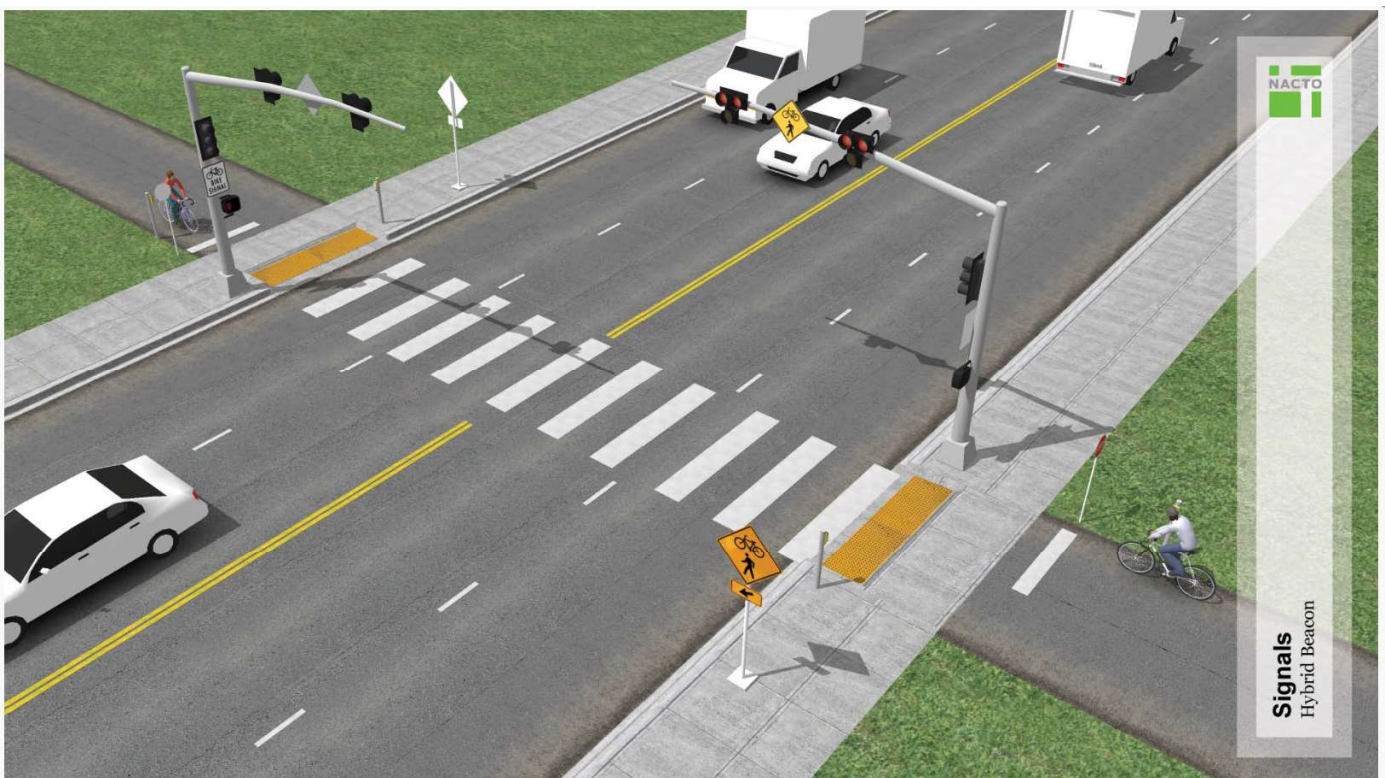


## A. High-Intensity Activated Crosswalk Beacon (HAWK)

High-Intensity Activated Crosswalk Beacon (HAWK) is a hybrid signal that allows pedestrians and bicyclists to stop traffic from crossing high-volume roadways. This type of signal is usually located along long stretches of roadway where intersecting roads don't warrant a signal. The MUTCD recommends a minimum volume of pedestrians and bicyclists an hour for major arterial crossings or volumes exceeding 2,000 vehicles per hour. This type of crossing should be added for all crossings where other crossing controls have proven inadequate. Push button actuators should be placed conveniently for all users and abide by other ADA standards. Passive signal activations such as cameras, pavement loops/pucks, and infrared sensors may also be considered.

### Typical Applications:

- In general, HAWKs are used where it is difficult for pedestrians to cross a roadway, such as when gaps in traffic are insufficient or speed limits exceed 35 miles per hour.
- They are very effective at locations where three or more lanes will be crossed, or traffic volumes are above 9,000 annual average daily traffic.
- Installation of a HAWK must also include a marked crosswalk and pedestrian countdown signal.
- If a community is not already familiar with HAWKs, agencies should conduct appropriate education and outreach as part of implementation.



Urban Bikeway Design Guide, NACTO



## HAWK System Examples





## 4

# Additional Pedestrian Safety Countermeasures

## A. Curb Extensions

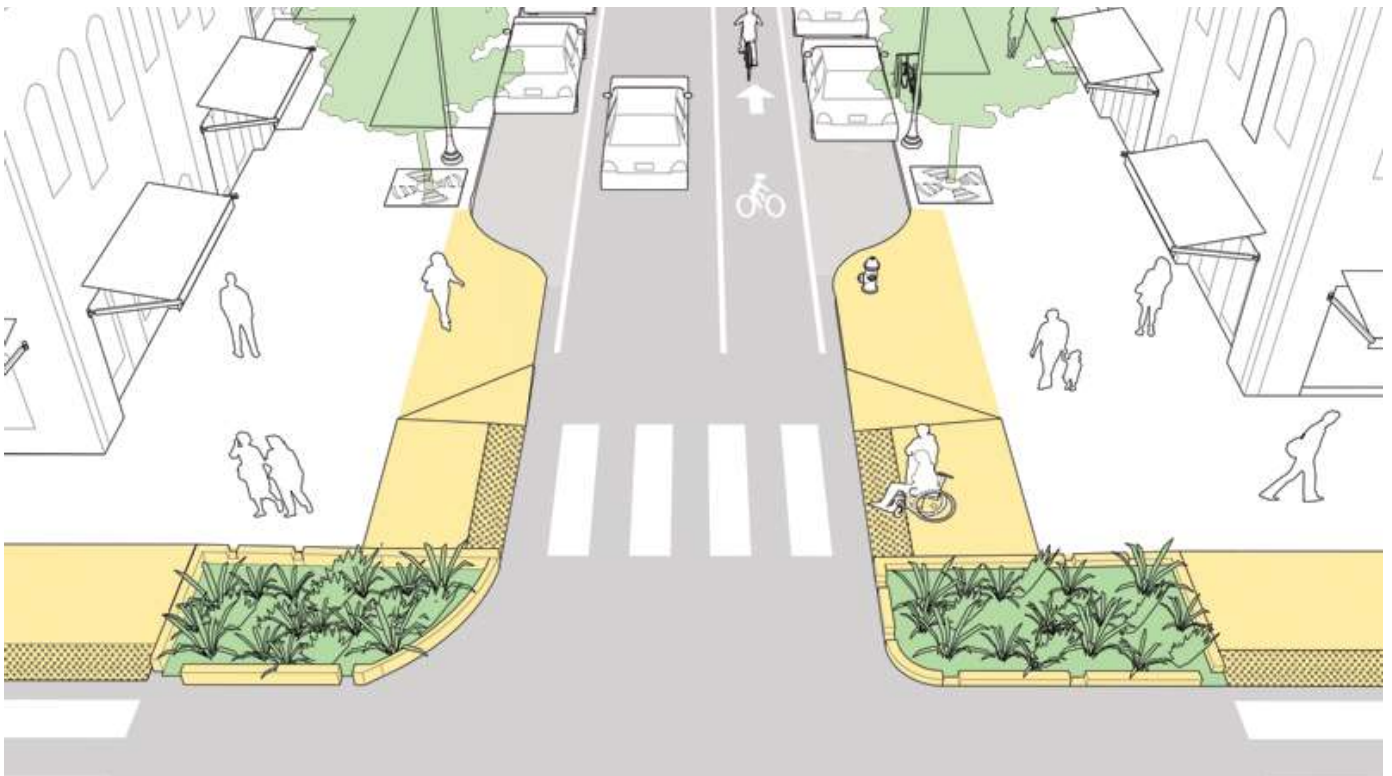
Curb extensions narrow the roadway both visually and physically. They improve pedestrian visibility by aligning them with parking lanes and also create shorter and safer crossings for pedestrians. The narrowing of the roadway and decrease in the curb radii also encourages slower turning speeds.

### Typical Applications:

- In neighborhoods or low-speed streets where there are high numbers of pedestrians, and slower vehicle speeds are desired.
- Where on-street parking is present to increase pedestrian visibility.

### Design Guidance:

- Where curb extensions create drainage impacts, they can be designed as islands with a small 1 to 2-foot gap between the curbs or use a trench drain.
- Curb extensions should be at least as long as the width of the crosswalk.



*Urban Street Design Guide, NACTO*



## B. Crosswalk Visibility Enhancements

Poor lighting conditions, obstructions such as parked cars, and horizontal or vertical roadway curvature can reduce visibility at crosswalks, contributing to safety issues. For multilane roadway crossings where vehicle volumes are in excess of 10,000 Average Annual Daily Traffic (AADT), a marked crosswalk alone is typically not sufficient. Under such conditions, more substantial crossing improvements could prevent an increase in pedestrian crash potential. According to FHWA, the following enhancements can be made to improve crosswalk visibility.

### High-Visibility Crosswalks:

High-visibility crosswalks use patterns (i.e., bar pairs, continental, ladder) that are visible to both the driver and pedestrian from farther away compared to traditional transverse line crosswalks. They should be considered at all midblock pedestrian crossings and uncontrolled intersections. Agencies should use materials such as inlay or thermoplastic tape instead of paint or brick for highly reflective crosswalk markings.

### Improved Lighting:

Crosswalk lighting should aim to illuminate with positive contrast to make it easier for a driver to identify the pedestrian visually. This involves carefully placing the luminaires in forward locations to avoid a silhouette effect of the pedestrian.

### Enhanced Signing and Pavement Markings:

On multilane roadways, agencies can use "YIELD Here to Pedestrians" or "STOP Here for Pedestrians" signs 20 to 50 feet in advance of a marked crosswalk to indicate where a driver should stop or yield to pedestrians, depending on State law. To supplement the signing, agencies can also install a STOP or YIELD bar (commonly referred to as "shark's teeth") pavement markings.

In-street signings, such as "STOP Here for Pedestrians" or "YIELD Here to Pedestrians," may be appropriate on roads with two- or three-lane roads where speed limits are 30 miles per hour or less.

### Safety Benefits:

- High-visibility crosswalks can reduce pedestrian injury crashes by up to 40%.
- Intersection lighting can reduce pedestrian crashes by up to 42%.
- Advance yield or stop markings and signs can reduce pedestrian crashes by up to 25%.

#### Sources:

1. *The Relative Effectiveness of Pedestrian Safety Countermeasures at Urban Intersections - Lessons from a New York City Experience* (2012)
2. *Handbook of Road Safety Measures* (2004)
3. *Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments*, FHWA (2017).



## C. Leading Pedestrian Intervals

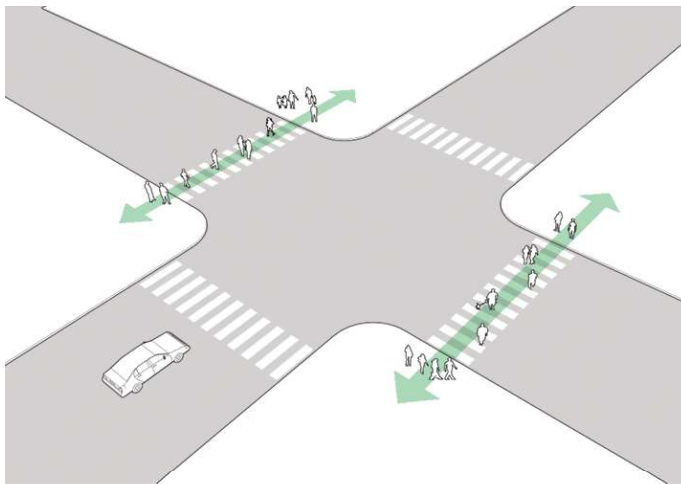
A leading pedestrian interval (LPI) allows pedestrians to enter the crosswalk at an intersection 3 to 7 seconds before vehicles are given a green indication. Pedestrians can better establish their presence in the crosswalk before vehicles have priority to turn right or left.

LPIs provide the following benefits:

- Increased visibility of crossing pedestrians.
- Reduced conflicts between pedestrians and vehicles.
- Increased likelihood of motorists yielding to pedestrians.
- Enhanced safety for pedestrians who may be slower to start into the intersection.

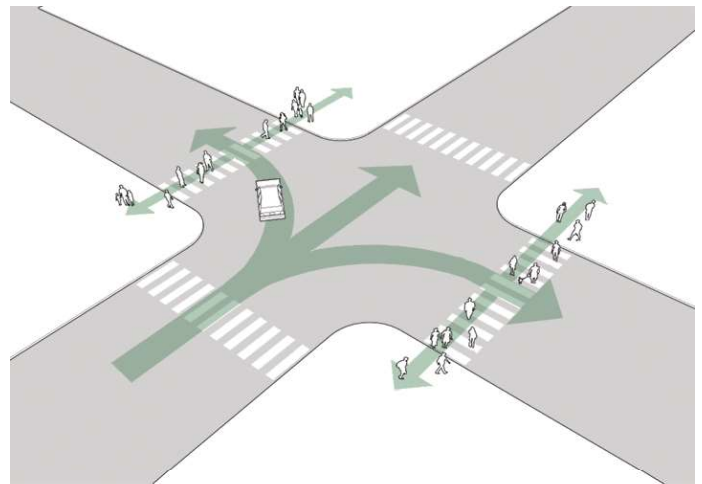
### Safety Benefits:

- LPIs have been shown to have a 13% reduction in pedestrian-vehicle crashes at intersections.



#### Phase 1 (3-7 seconds):

Pedestrians are given a minimum 3 to 7 second head start entering the intersection. This is the pedestrian-only phase.



#### Phase 2 (After 3- 7 seconds):

Through and turning traffic is given the green light. Turning traffic yields to pedestrians already in the crosswalk.

#### Sources

1. *Manual on Uniform Traffic Control Devices, Section 4I.06.* FHWA (2023).
2. *Safety Evaluation of Protected Left-Turn Phasing and Leading Pedestrian Intervals on Pedestrian Safety,* FHWA (2018)



# Traffic Calming

According to FHWA and ITE, “The primary purpose of traffic calming is to support the livability and vitality of residential and commercial areas through improvements in non-motorist safety, mobility, and comfort. These objectives are typically achieved by reducing vehicle speeds or volumes on a single street or a street network. Traffic calming measures consist of horizontal, vertical, lane narrowing, roadside, and other features that use self-enforcing physical or psycho-perception means to produce desired effects.”

Traffic calming measures are used to alter driver behavior in a way that improves safety for all users, and often focuses on improving conditions for non-motorized street users. These measures not only increase safety by reducing vehicle speed and/or volume, but they can create a sense of place for communities.

## 1 Vertical Treatments

## 2 Horizontal Treatments

## 3 Street Width Reduction

## 4 Routing Restriction





# 1 Vertical Traffic Calming Treatments

Vertical treatments force drivers to slow down by creating a change in the height of the roadway. Extensive planning, design, and public outreach are needed prior to traffic calming elements being placed on the street. Designers should strive to design context-sensitive and appropriate solutions. Examples of vertical treatments include:

- Speed Hump
- Speed Cushion
- Speed Table
- Offset Speed Table
- Raised Crosswalk
- Raised Intersection

## Typical Applications:

Vertical speed control elements should be applied where the roadway's target speed cannot be achieved through the use of conventional traffic calming elements, such as medians, narrower roadways or lanes, curb extensions, enforcement, or lower speed limits.

## Design Guidance:

- Unless otherwise desired, vertical traffic calming should reduce a street's target speed to 20 mph or less.
- Implementation may be carried out on a trial basis to gauge residents' support before finalizing the design. Temporary speed humps, tables, and cushions should be used with caution as they can diminish residents' opinions due to unappealing design and reduced functionality.

**Raised  
Intersection  
Example**



Source: NACTO



## 2 Horizontal Traffic Calming Treatments

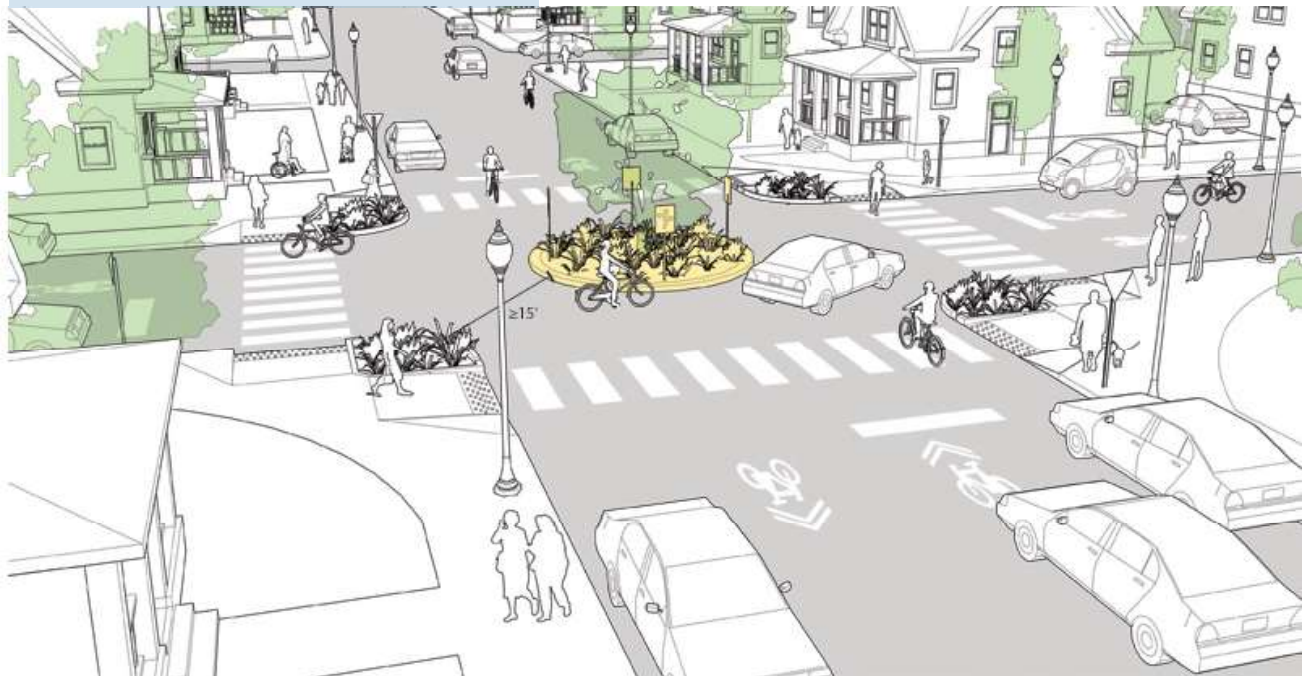
Horizontal treatments create a horizontal shift or deflection in the roadway for drivers to navigate. This shift requires drivers to reduce their speed from what it would be if they were driving in a straight path. Extensive planning, design, and public outreach are needed before traffic calming elements are placed on the street. Designers should strive to design context-sensitive and appropriate solutions. Examples of horizontal treatment include:

- Lateral Shift
- Chicane
- Realigned Intersection
- Traffic Circle
- Roundabout
- Mini-roundabout

### Design Guidance:

- When using horizontal speed management treatments, a minimum clear width of 12 feet for travel shall be maintained.
- Speed limits shall comply with local restrictions.
- Speed zones (other than statutory speed limits) shall only be established based on an engineering study performed in accordance with traffic engineering practices (MUTCD 2B.13).
- Speed limits shall be in multiples of 5 mph, and signs shall be located at the points of change from one-speed limit to another (MUTCD 2B.13).

### Mini Roundabout Example



Source: NACTO



## 3 Routing Restriction

Routing restrictions are intended to eliminate some portions of cut-through traffic by preventing particular vehicle movements. Some routing restrictions can be created using paint on the roadway, but they are most effective when raised curbs or other physical barriers exist. Extensive planning, design, and public outreach are needed before traffic calming elements are placed on the street. Designers should strive to design context-sensitive and appropriate solutions. Examples of routing restrictions include:

- Diagonal Diverter
- Full Closure
- Half Closure
- Median Barrier
- Forced Turn Island

### Typical Applications:

- Urban and suburban settings along roadways and at intersections.
- Where it is desired to reduce vehicle traffic along a particular route and an alternative route is available to vehicular traffic.
- Each type of routing restriction has different applications, and the use of each should be considered with engineering judgment.

### Design Guidance:

- Where emergency vehicle access is still needing to be maintained, there should be breakaway or lockable bollards or gates.
- A gap or channel in the physical restrictions can allow at-grade access for bicyclist movements.
- It is important to consider where diverted traffic will go and what effect that will have.
- Each type of routing restriction has its own design requirements and should be designed with engineering principles and judgment.



## Route Restriction Example



Source: NACTO



## 4 Travel Lane Width Reduction

Reducing travel lane widths is an effective traffic-calming measure that can help slow down vehicle speeds and enhance safety for all road users. Here's how narrower travel lanes contribute to traffic calming and slowing traffic:

### Physical Impact on Traffic Flow

#### Reduced Speed:

Studies have shown that reducing lane widths from 12 feet to 10 or 11 feet can result in lower vehicle speeds. The reduced width discourages speeding and promotes a more controlled driving pace.

#### Traffic Calming Effect:

Narrower lanes can create a natural traffic-calming effect, slowing down vehicles without the need for additional physical barriers like speed bumps.

### Safety Improvements

#### Shorter Crossing Distances for Pedestrians:

Reducing lane widths can shorten the distance pedestrians need to cross, decreasing their exposure to moving vehicles and enhancing their safety.

#### Increased Buffer Zones:

Narrowing travel lanes can create space for wider shoulders, bike lanes, or buffer zones between travel lanes and sidewalks, providing additional safety for cyclists and pedestrians.

#### Enhanced Visibility:

Slower speeds and narrower lanes improve drivers' ability to see and react to pedestrians, bicyclists, and other vehicles, reducing the likelihood of accidents.

### Space Reallocation

#### Bike Lanes and Sidewalks:

The space saved from narrowing travel lanes can be reallocated to create dedicated bike lanes and wider sidewalks, promoting active transportation and improving safety for non-motorized users.

#### Landscaping and Buffer Zones:

Additional space can also be used for landscaping, street furniture, or buffer zones, enhancing the street's aesthetic appeal and providing physical barriers that further calm traffic.

#### Design Guidance:

- Reducing lane widths should involve careful attention to design and planning, coupled with extensive public engagement.

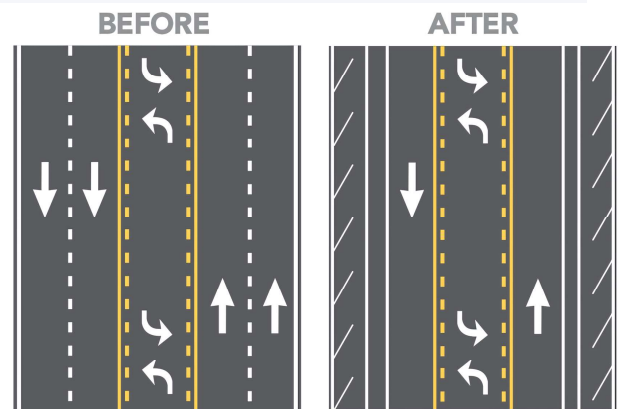


# Evaluating Surplus Right-of-Way

Opportunities exist to evaluate the right-of-way (ROW) along corridors or sections of roadway to evaluate their current usage and whether there is an opportunity to alter their current use to provide better facilities for vulnerable road users while still providing sufficient service levels for motorists. Road reconfigurations provide a method of utilizing existing right of way and roadway width to increase safety and can often include additional facilities for other modes of travel, such as dedicated transit lanes, widened and enhanced sidewalks, and bike lanes.

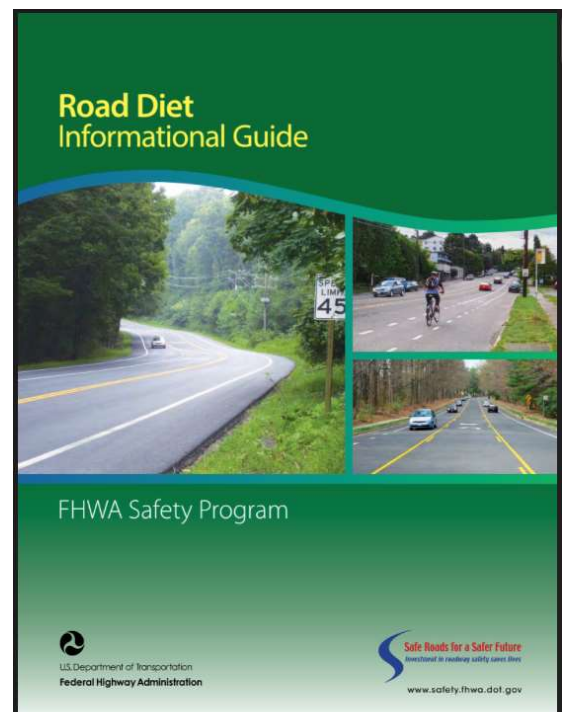
According to FHWA, a Road Diet repositions pavement markings to better meet the needs of all road users. A classic Road Diet converts a four-lane undivided roadway to a three-lane roadway, but many other reconfigurations are used by States and local jurisdictions. For example, a road diet could convert the roadway space from five to three lanes, two to three lanes, or various lanes of a three-lane roadway. An agency could even use a Road Diet on a one-way street.

Resources such as the Road Diet Information Guide (FHWA) guide the appropriate application and implementation of road diets. Many factors should be considered when planning and designing a road reconfiguration, including extensive public outreach and traffic studies and the potential positive and negative effects on all stakeholders, including businesses, neighborhoods, vulnerable road users, and motorists.



This five-lane to three-lane Road Diet removes lanes to allocate space for multipurpose use.

*Road Diet FAQ, FHWA*







09

Funding



# Funding Strategies

Funding is imperative when approaching a project as vast and detailed as the Move Fort Smith Plan. Stakeholders must consider many funding sources as they embark on implementing a master plan. Developing a comprehensive funding plan for active transportation infrastructure involves identifying various sources of funding from local, state, and federal levels and considering private funding options.

## Local Funding

### Private Funding Sources:

Philanthropy can often play an important role in moving projects such as the Bike Park and Adventure Center from vision to reality. The philanthropic industry has shifted its focus over the last two decades away from funding legacy organizations and projects to a focus on strategic investments that can have a measurable impact in a given area. Rarely will a philanthropy fund 100% of a construction project; rather, grant funds can be used to fund a match that is often required for a federal or state grant. There are several ways private philanthropy can assist and support projects such as the Move Fort Smith Plan.

### Leverage Funding:

An example of leverage funding is NW Arkansas during the planning, design, and construction of the Razorback Regional Greenway. The region of NWA developed a vision to tie the community together with a greenway. The community determined it would need a 20% local match to leverage the Federal Transportation Investment Generating Economic Recovery (TIGER) 2 grant funds. The region developed a plan, approached the Walton Family Foundation, and received a grant for this purpose. Additionally, philanthropic funding can be structured to serve as a match to incentivize the local community to allocate funding. Specific to NWA, the Walton Family Foundation employed a 1:1 match program, which provided dollar-for-dollar match funds for designated projects related to trails and active transportation. Match funds leveraged municipal funding and allowed the region to plan and build over 550 miles of natural surface trails and over 200 miles of shared-use paved paths.

### Program-Related Investments (PRI):

PRIs are an often overlooked tool to help projects such as the Move Fort Smith Plan move toward implementation. PRIs can be established as low or no-interest loans that can be structured in many ways to help meet philanthropic goals and help spread the cost of property acquisition and construction over multiple years. PRIs are far less complicated than traditional bond issues and allow for a significant amount of flexibility for the municipality and the funding organization.





One example is Centennial Park in Fayetteville, AR. The City of Fayetteville identified a ~300-acre parcel of land in Southwest Fayetteville. This land was slated to be a housing development. However, the developer could not perform, and the land was now in the hands of a bank. The city worked with the Walton Family Foundation, and a blended grant/PRI was developed to help purchase the property. The Walton Family Foundation provided 50% of the land purchase price as a traditional grant and structured the remaining 50% as a PRI, which was to be paid back by the city within a set timeframe.

### **Corporate Sponsorship:**

Given the thriving economy in Fort Smith, there may be opportunities for the city to seek sponsorship from businesses and corporations interested in supporting active transportation initiatives in exchange for branding opportunities or community goodwill. Local organizations that may have an interest in playing a role are as follows:

- ArcBest
- OK Foods
- Mercy Hospital
- University of Arkansas Fort Smith

It is essential to develop a corporate sponsorship plan and approach so that the sponsorships and associated brand recognition are consistent with the look, feel, and brand.

## **Public Funding**

### **Local Public Funding Sources:**

#### **Municipal Budget Allocation:**

An opportunity exists to work directly within the city to develop a specific budget dedicated to active transportation infrastructure projects. It is likely that the city currently has a dedicated portion of the city sales tax revenue allocated to streets and roads. The city could consider allocating a portion of those funds for active transportation projects identified in the master plan.

#### **Local Bonds:**

The city may want to consider issuing municipal bonds dedicated to funding active transportation and trails projects. These bonds can be repaid over time using local tax revenues.

An example is Lake Atalanta in Rogers, AR. The city issued a bond to fund improvements to Lake Atalanta, including paved paths, natural surface trails, road improvements, infrastructure, and the Railyard Bike Park.





## State and Federal Funding

### Arkansas Department of Transportation (ARDOT):

Some of the shared-use paved paths within the Move Fort Smith Plan fall along or adjacent to ARDOT facilities. A conversation with ARDOT may help to leverage state planning and construction funding for these trails. ARDOT can provide assistance and support in applying for the following federal funding programs.

### Transportation Alternatives Program (TAP):

TAP aids Local Public Agencies (LPAs) in funding community-based projects that expand non-motorized and multimodal travel choices and enhance the transportation experience. Such projects improve the cultural, historical, and environmental aspects of transportation infrastructure. The program does not fund traditional roadway facilities or maintenance projects. Instead, it emphasizes constructing and expanding active transportation facilities that provide equitable accommodations for all users. Outcomes of the supported projects lead to quality-of-life benefits for residents, alternative mode accessibility, safety, reductions in pollutants and emissions, and the expansion of recreational facilities.

Each project must:

- Have logical termini and independent utility;
- Be accessible to the public and not used as a rental space for offices, events, etc.;
- Be used as intended and maintained for the useful life as set forth in the Useful Life Schedule
- It must be not-for-profit. An admission fee may be acceptable if the cost is reasonable and reinvested to support the operation and upkeep of the TAP-funded facility.

TAP funding can reimburse up to 80% of eligible project costs. A minimum local match of 20% is required. Any expenditures toward the local match are required to meet the same project eligibility as the federal portion of the project. The match requirement can be met using eligible local, state, or federal funds. However, state and federal transportation funds are not eligible as a match, including state revenue sharing funds. State and federal transportation funds may supplement the TAP award and pay excess project costs outside of the TAP-funded amount; it is the LPA's responsibility to verify eligibility. The staff within the City of Fort Smith and ARDOT are experienced with the TAP program and have applied for and been awarded funds in 2023.





**Recreational Trails Program (RTP):**

The Recreational Trails Program (RTP) is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA) that provides funds to the states for recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. The RTP embraces the "user-pay/user-benefit" philosophy of the Highway Trust Fund, which collects an estimated \$270 million per year in motor fuel excise tax from non-highway recreational fuel use. These funds represent a portion of the motor fuel excise tax collected from non-highway recreational fuel use in each state: fuel used for off-highway recreation by snowmobiles, all-terrain vehicles, off-highway motorcycles, and off-highway light trucks. States are required to use 40 percent of their RTP funds for diverse recreational trail use, 30 percent for motorized recreation, and 30 percent for non-motorized recreation.

Each state develops and manages its own program of project selection and grant administration, in partnership with communities, agencies, and nonprofit organizations. Sebastian County has been the recipient of previous RTP funds that were used within the Ben Geren trail system as well as at trails at Torriane Lake. The City of Fort Smith has been awarded RTP funds in 2015 for the Rice Carden Walking Trail - West Riverfront Trail.

**Reconnecting Communities and Neighborhoods (RCN) Program:**

The RCN Program provides funding for three types of grants:

1. Community Planning Grants
  2. Capital Construction Grants
  3. Regional Partnerships Challenge Grants
- If eligible, awarded applications may receive funding from one or both funding programs, RCP and NAE.

1. Community Planning Grants will award RCP and/or NAE funding for planning activities for future construction projects and allow for innovative community planning to address localized transportation challenges.
2. Capital Construction Grants will award RCP and/or NAE funding to carry out a project to remove, retrofit, mitigate, or replace an existing eligible dividing transportation facility with a new facility that reconnects communities; mitigates a burdening transportation facility that is a source of air pollution, noise, stormwater, heat, or other burdens; or implements a strategy to reduce environmental harm and/or improve access through transportation improvements.
3. Regional Partnerships Challenge Grants will award NAE funding to a project led by two or more eligible applicants to address a persistent regional challenge related to equitable access and mobility. Eligible activities for Regional Partnerships Challenge Grants are the same as those listed under Capital Construction and Community Planning Grants but must have a regional focus, and clearly demonstrate regional coordination and leveraging of local, state, and federal resources and policies.



# Glossary of Terms

## GENERAL TERMS

### **Accessibility-**

Expresses the ability for a person to easily access active transportation infrastructure within a reasonable walk or bicycle ride; also used to express whether users of various ages and abilities can utilize a specific facility

### **Active Transportation-**

Any mode of transportation that is human-powered or involves micro-mobility (e.g., walking, running, bicycles, e-bikes, scooters, skateboards, mobility scooters, wheelchairs, tricycles, and roller skates)

### **Average Annual Daily Traffic (AADT)-**

The average number of cars traveling on a roadway per day for a given year; calculated by dividing the total number of vehicles that travel on a road in a year by 365 days (AADT data for the Move Fort Smith Plan was provided by ARDOT.)

### **Catalytic Projects-**

Projects that are identified to have the highest expected positive impact in a community and the highest expected probability of sparking future projects

### **Commuter Mode Share-**

The percent of workers out of the total workers in an area that are using a specific type of transportation (e.g., transit, walking, biking, driving, or car-pool)

### **Diversity Index-**

The percent chance that two randomly selected individuals in a defined area will have different racial or ethnic backgrounds

### **Multi-Modal-**

A road, street, or corridor that safely accommodates various modes of transportation including vehicles, public transportation, bicycles, and pedestrians

### **Non-Motorist Crash-**

Occurs when a vulnerable road user (e.g., bicycle rider, pedestrian, person using a mobility device) is involved in a crash with a motor vehicle

(Non-motorist crash data for the Move Fort Plan was collected from the Arkansas Crash Analytics Tool (ACAT) provided by ARDOT.)



## Placemaking-

The intentional use of features (e.g., vegetation, trees, shade structures, and art) that make a space or location more inviting and focused on people

## Road Reconfiguration-

Reducing the number of lanes or width of lanes on a road to increase safety for vehicles and vulnerable road users

A road reconfiguration can be used for multi-modal safety improvement, traffic calming, and/or placemaking.

## Vulnerable Road User (VRU)-

As defined by FHWA, a VRU includes the following: pedestrians, bicyclists or other cyclists, a person on personal conveyance (e.g., someone skateboarding or on a scooter), or a highway worker on foot in a work zone. The VRU definition does not include motorcyclists.

# INFRASTRUCTURE TERMS

## Bicycle Facilities-

Bicycle facilities are facilities that are specifically designed for the speed and operating width of a bicycle. They are typically marked with bicycle-specific signage.

- 1. Separated Bike Lanes:** Separated bike lanes have horizontal and vertical separation from motor vehicles, are distinct from pedestrian areas, and can enable one-way or two-way travel.
- 2. Conventional Bike Lanes:** Conventional bike lanes designate an exclusive space for bicyclists through the use of pavement markings and signage. These lanes are located adjacent to motor vehicle travel lanes and flow in the same direction as motor vehicle traffic. Bike lanes are typically on the right side of the street, between the adjacent travel lane and curb, road edge, or parking lane.
- 3. Buffered Bike Lanes:** Buffered bike lanes are conventional bicycle lanes paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane.



## E-Bike-

An electric bike (e-bike) is a bicycle equipped with a battery and a motor. E-bikes are designed to assist the rider in propelling the bike forward, especially while riding long distances and going up hills. E-bikes that are equipped with “pedal assist” can sense when the rider is pedaling to engage the motor when needed.

Most US states recognized three classes of e-bikes:

**Class 1:** e-bikes that have pedal assist only, max assist speed of 20mph (typically permitted on regular bike facilities)

**Class 2:** e-bikes that have both pedal assist and a throttle, max assist speed of 20mph (typically permitted on regular bike facilities)

**Class 3:** e-bikes that have pedal assist only, max assist speed of 28mph (not permitted on regular bike facilities)

## High-Intensity Activated Crosswalk Beacon (HAWK)-

A hybrid signal that allows pedestrians and bicyclists to stop motor vehicle traffic when crossing high-volume roadways

## Rectangular Rapid Flashing Beacon (RRFB)-

RRFBs are warning beacons that can be installed at a crossing to alert drivers that a crosswalk is in use and that they need to yield.

## Shared-Use Facilities-

Shared-use facilities allow for and accommodate different types of users and are focused on creating safe and comfortable connections for bicycle riders, pedestrians, and people using mobility devices such as wheelchairs and electric mobility scooters. The Move Fort Smith Design Guidelines focus on the following types of shared-use facilities:

**1. Shared-Use Paved Paths:** Shared-use paved paths are pathways dedicated to pedestrians and bicycle riders, separated from motor vehicles and roadways, and often found in parklands accommodating both pedestrians and cyclists.

**2. Side Paths:** Sidepaths are shared-use paved paths running parallel to a road, separated from motor vehicles by a barrier or buffer, and are for use by pedestrians and cyclists.

**3. Mixed Traffic Alleyways:** Alleyways allow pedestrians and bike riders to navigate residential or commercial areas along routes generally with low vehicular traffic and parallel to the larger street network.

## Traffic Calming-

Traffic calming is the combination of physical measures within the street that help reduce vehicular speeds, which can increase safety and improve conditions for vulnerable road users.





# **Move Fort Smith Active Transportation Plan**

November 2024

# **Appendices**



A stylized map of the United States is shown in the background, rendered in light blue outlines. A solid blue horizontal band spans the width of the page, partially obscuring the map. The text "Appendix A" is centered within this band in a large, white, sans-serif font.

# Appendix A



# Proposed Infrastructure Prioritization

All proposed catalytic projects, shared-use paved paths, on-street infrastructure, alleyways, and sidewalks have been prioritized based on several factors.

1

## Access to Open Space and Parks

During public input sessions, the top desired destination residents listed that they would like to walk or bike to was a park(s). Creating safe connections to the city's parks will enhance the quality of life for all residents. The criteria for prioritization are as follows:

- 5 = Direct access to a park
- 4 = Within 1/8 mile
- 3 = Within 1/4 mile
- 2 = Within 1/2 mile
- 1 = Within 3/4 mile
- 0 = Over 1 mile of a park

2

## School-Aged Children in Poverty

19.3% of Fort Smith residents live below the federal poverty level. While examining the data from the 2022 Census Bureau of school-aged children living in a household below the poverty line as a percentage of the total population per block group, the results were able to help identify the areas of Fort Smith in higher need of essential active transportation infrastructure. The criteria for prioritization are as follows:

- 5 =  $\leq 21\%$  of school-aged children living in poverty
- 4 =  $\leq 15\%$
- 3 =  $\leq 10\%$
- 2 =  $\leq 5\%$
- 1 =  $\leq 1\%$
- 0 = No data available



## 3

### School Walk Accessibility

Fort Smith Public Schools have Parent Transportation/Walk Zones that extend for a 2-mile radius around each school. In most cases, no bus services are provided within these zones. Therefore, it is critical that there are safe and connected routes for children to have the option of walking and biking to school. The criteria for prioritization are as follows:

- 5 = Multiple schools within 1/4 mile
- 4 = One school within 1/4 mile
- 3 = Multiple schools within 1/2 mile
- 2 = One school within 1/2 mile
- 1 = One school within 3/4 mile
- 0 = School greater than 1 mile

## 4

### Direct or Enhances Access to Employment Hubs/Centers

A top priority destination that residents at public input sessions indicated as a desired connection was the workplace. There are many large employers in the City of Fort Smith, and it is important to create safe and connected routes for employees to ride or walk to work. The criteria for prioritization are as follows:

- 5 = Direct access to identified employment hub(s)
- 4 = Within 1/8 mile
- 3 = Within 1/4 mile
- 2 = Within 1/2 mile
- 1 = Within 3/4 mile
- 0 = Over 1 mile to identified employment hub(s)

## 5

### Connection to Transit Service

A connected transportation system is necessary to allow residents the opportunity to utilize the bus service, ride a bicycle, and/or walk to reach essential destinations. All Fort Smith Fixed Route Buses are equipped with bike racks, allowing residents to close out the final mile of their commute on a bicycle. The criteria for prioritization are as follows:

- 5 = Direct access to existing transit stop(s)
- 4 = Within 1/8 mile
- 3 = Within 1/4 mile
- 2 = Within 1/2 mile
- 1 = Within 3/4 mile
- 0 = Over 1 mile of existing transit stop(s)



## Shared-use Paved Paths & Sidepaths Prioritization Table

Project #	Project Name	Estimated Linear Feet	Cost Estimate	Prioritization Score
<b>Phase 1</b>				
1	Maybranch Route to N 21st St. Connector	1,069	\$225,467	130
2	Newlon Rd. Sidepath	2,356	\$496,914	126
3	Windsor Dr. Sidepath	6,683	\$1,944,180	120
4	Division St. Sidepath	1,470	\$310,044	108
5	Darby Middle to N E St.	884	\$186,448	105
6	E Valley Rd. to Bonneville Elementary	1,046	\$304,296	104
7	Spradling Elementary to N 50th St.	581	\$122,541	102
8	Tilles Elementary to Alleyway Connector	1,117	\$235,591	100
9	Jenny Lind Sidepath	1,732	\$365,303	98
10	Dodson Ave. Sidepath	1,727	\$364,249	95
<b>Totals</b>		<b>3.54 miles</b>	<b>\$4,555,033</b>	
<b>Phase 2</b>				
11	Kelley HWY Sidepath	2,222	\$468,651	93
12	Rogers Ave. Side Path	1,451	\$306,037	92
13	Dallas St, Ramsey Middle, & Fairview Elementary Sidepath	1,987	\$419,087	92
14	Beard Elementary to Cavanaugh Rd.	817	\$172,317	90
15	West Central Mall Sidepath	1,146	\$470,908	90
16	Maybranch to N 35th St.	1,350	\$284,734	88
17	Allen Ln. to OK Foods	1,441	\$ 303,927	86
18	S C St. to N B St.	1,147	\$ 241,919	82
19	S U St. to Alleyway Connection	284	\$ 59,900	80
20	W Grand Ave. Sidepath	2,983	\$ 629,157	79
21	Mill Creek to Xavier St.	1,905	\$ 401,792	77
22	HWY 255 Sidepath	1,221	\$ 257,526	76
23	Cavanaugh Rd. Sidepath	3,736	\$ 787,975	72
24	Wilson Rd. Sidepath	1,826	\$ 385,129	70
25	S 91st St. Sidepath	1,605	\$ 338,517	70
26	Edinburgh Dr. to S Park Rd.	2,265	\$ 477,721	68
27	S Gary St. to Raise Route	171	\$ 70,266	67
28	N 32nd St. Sidepath	1,424	\$ 300,342	62
29	N Albert Pike Ave. & Kelley HWY Side Path	3,921	\$ 826,995	60
30	S 33rd St. Sidepath	1,285	\$ 271,025	60
31	Vicksburg St. to Mill Creek	308	\$ 89,602	60
<b>Totals</b>		<b>6.53 miles</b>	<b>\$7,563,527</b>	



## Shared-use Paved Paths & Sidepaths Prioritization Table

Project #	Project Name	Estimated Linear Feet	Cost Estimate	Prioritization Score
Phase 3				
32	N 6th St. to Northview Dr.	1,188	\$ 345,606	58
33	Phoenix Ave. to Eastside Greenway	493	\$ 103,981	58
34	S 74th St. Sidepath	958	\$ 202,056	58
35	Northview Dr. Sidepath	736	\$ 155,233	57
36	S Walron Rd. Sidepath	2,464	\$ 716,813	55
37	Harris Ave. Sidepath	1,824	\$ 384,708	53
38	N 6th St. Sidepath	8,378	\$ 1,767,039	53
39	Hendricks Blvd. Sidepath to Creekmore Park	3,556	\$ 750,011	52
40	Cliff Dr. Sidepath	2,020	\$ 426,047	50
41	S 36th Terrace Sidepath	968	\$ 204,165	50
42	Ben Geren Regional Park Connector	1,200	\$ 493,097	50
43	Rogers to Bonneville Elementary Connector	3,423	\$ 721,959	50
44	S 23rd St. Sidepath	2,402	\$ 506,616	49
45	Texas Rd. Sidepath	3,028	\$ 638,648	49
46	Free Ferry Rd. Sidepath East	2,702	\$ 786,050	49
47	Bryn Mawr Cir. Sidepath	1,699	\$ 358,343	48
48	Brooken Hill Dr. Sidepath	4,842	\$ 1,021,247	48
49	Xavier St. & Waco St. Sidepath	4,640	\$ 978,642	48
50	Vicksburg St. Sidepath	3,369	\$ 710,570	48
51	S S St. Sidepath	2,682	\$ 565,672	48
52	Edinburgh Dr. Connector	204	\$ 43,026	48
53	Massard Rd. Side Path	2,950	\$ 622,197	47
54	Free Ferry Rd. Side Path West	3,797	\$ 800,841	46
55	Orr Elementary & Phoenix Ave. Sidepath	2,675	\$ 564,196	45
56	Jenny Lind Rd. to Utility Easement	450	\$ 130,911	45
57	Edinburgh Dr. Spur	272	\$ 57,369	45
58	N Albert Pike Ave. North of Kelly HWY	4,529	\$ 1,317,550	44
59	Armour St. Sidepath	6,232	\$ 1,314,417	43
60	N 54th St. Sidepath	2,868	\$ 604,902	43
61	N M St. Sidepath	2,789	\$ 588,240	39
62	Mill Creek to AHEC Utility Easement	3,376	\$ 982,126	39
<b>Totals</b>		<b>15.67 miles</b>	<b>\$18,862,278</b>	



## Shared-use Paved Paths & Sidepaths Prioritization Table

Project #	Project Name	Estimated Linear Feet	Cost Estimate	Prioritization Score
<b>Beyond 10 Years</b>				
63	Phoenix Ave. to Tulsa St.	2,051	\$ 842,785	38
64	S 46th St. Sidepath	4,040	\$ 852,093	38
65	Wildwood Way Connector	163	\$ 34,379	38
66	S 36th Terrace Connector	146	\$ 59,993	38
67	Savannah Dr. to Mill Creek	234	\$ 96,154	37
68	Harriet Ave. Sidepath	2,712	\$ 1,114,399	35
69	N 50th St. Sidepath	6,900	\$ 1,455,308	35
70	Old Greenwood Rd. Sidepath	6,284	\$ 1,325,385	35
71	N Albert Pike Ave. Sidepath	11,358	\$ 2,395,564	34
72	Fort Smith to Van Buren Bike/Ped Bridge (Future Concept)	2,847	\$ 1,169,873	33
73	Brooken Hill Dr. to Edinburgh Dr.	3,157	\$ 918,416	33
74	Spradling Ave. to John Bell Jr. Park	17,497	\$ 3,690,366	32
75	Cavanaugh Rd. to Georgetown Ln.	2,665	\$ 562,086	31
76	Mill Creek to Brazil Ave.	3,658	\$ 771,524	29
77	Maybranch Trail to Tilles Park	5,594	\$ 1,627,374	28
78	ACHE Trail	2,359	\$ 497,547	28
79	Park Ave. Side Path	8,001	\$ 2,327,605	28
80	Independence St. Sidepath	5,229	\$ 1,102,870	27
81	Central Mall Connection	12,437	\$ 2,623,140	27
82	Southside High to Country Club Ave.	6,565	\$ 1,384,652	27
83	Spradling Ave. to Carnes Ave.	6,270	\$ 1,322,432	26
84	Hendricks Blvd. Sidepath	3,730	\$ 786,710	25
85	Savannah St. to Pheonix Dr.	6,339	\$ 2,604,785	25
86	N 50th St. Sidepath (Kelley to Park)	9,526	\$ 2,009,169	25
87	E Valley Rd. Sidepath	7,591	\$ 1,601,050	24
88	Rabbit Run Rd. to Queensbury Way	2,807	\$ 816,596	24
89	Forest Wood Way to Roberts Blvd.	221	\$ 46,612	23
90	S 16th St. Connector	741	\$ 156,287	23
91	Dallas St. Sidepath	8,000	\$ 1,687,314	23
92	Riverfront Dr. to Eastside Greenway	28,271	\$ 11,616,956	23
93	Fort Smith Airport Connection	20,842	\$ 4,395,874	23
94	Mill Creek to S Zero St.	6,735	\$ 1,959,307	21
95	Geren Rd. to Chaffee East	7,687	\$ 1,621,298	21
96	Riverlyn Dr. to Euper Ln.	6,494	\$ 2,668,477	20
97	BRLL to Fianna & Rabbit Run Rd. (Mill Creek)	28,585	\$ 11,745,983	20
98	Free Ferry Rd. to Grand Ave.	11,037	\$ 2,327,860	20
99	Cy Martin Route	16,682	\$ 6,854,871	18
100	Geren Rd. to Chaffee West	11,637	\$ 2,454,409	18



## Shared-use Paved Paths & Sidepaths Prioritization Table

Project #	Project Name	Estimated Linear Feet	Cost Estimate	Prioritization Score
101	Brooken Hill Dr. to Fianna Tennis Court	3,662	\$ 1,504,768	17
102	N 66th. to Cy Martin Route	5,126	\$ 1,081,146	16
103	South Fianna Route(2020 CFS Trails Plan)	21,304	\$ 8,754,116	14
104	Wellington Way to Fianna Tennis Court	5,218	\$ 1,517,990	13
105	Painter Ln. Sidepath	8,413	\$ 2,447,461	13
106	South Sebastion Trail to Chad Colley Blvd.	3,123	\$ 658,685	13
107	Massard Rd. to Roberts Blvd.	6,268	\$ 1,322,010	12
108	Roberts Blvd. to Massard Creek Route	26,057	\$ 5,495,792	11
109	South Sebastion Trail	4,129	\$ 870,865	11
110	East Riverfront Trail (2004 Master Plan)	21,656	\$ 8,898,758	11
111	Wellington Way to Queensbury Way	3,637	\$ 1,494,495	11
112	E Rye Hill Rd. Sidepath	3,728	\$ 786,288	10
113	S 58th St. Sidepath	2,813	\$ 593,302	9
114	Massard Rd. to McClure Dr.	4,900	\$ 1,425,480	8
115	FCRA Trail	5,895	\$ 1,714,939	8
116	Roberts Blvd. Sidepath	10,752	\$ 2,267,750	7
117	Wells Lake Rd. to Chaffee	19,590	\$ 5,699,009	6
118	Fort Smith to Alma Bike/Ped Bridge(Future Concept)	20,186	\$ 8,294,714	6
119	Massard Creek Route	14,948	\$ 6,142,346	6
120	HWY 45 Sidepath	15,612	\$ 3,292,793	3
<b>Totals</b>		<b>93.58 miles</b>	<b>\$145,790,210</b>	



## On-street Bicycle Facilities Prioritization Table

Project #	Project Name	Estimated Linear Feet	Cost Estimate	Prioritization Score
Phase 1				
1	N 14th St.	2,099	\$459,201	140
2	Belle Ave.	1,142	\$249,837	133
3	N 7th St. to D St. N	3,326	\$727,634	115
4	Vista Blvd./Shady Ln./S 25th St./Wolfe Ln.	2,900	\$634,437	115
5	R	1,634	\$357,472	113
6	N E St. to N 16th St.	687	\$150,296	113
7	N 15th St.	1,888	\$413,040	110
8	N M St.	1,750	\$382,850	107
9	S 29th St.	2,528	\$553,054	100
10	G St. S	2,240	\$490,048	100
Totals		3.82 miles	\$4,417,869	
Phase 2				
11	N 31st St.	4,480	\$980,096	95
12	Reed Ln, N36th St, & Oak St.	1,861	\$407,133	95
13	S W St.	1,302	\$284,840	93
14	S 17th St.	2,016	\$441,043	93
15	Southridge Dr. to Southridge Ln.	1,622	\$354,847	92
16	S 65th St.	1,885	\$412,384	92
17	N 28th St.	1,287	\$281,559	90
18	Wilma Ave.	1,611	352,441	87
19	S 7th St.	879	\$192,300	82
20	Alabama Ave.	808	\$176,767	80
21	Alabama Ave. East of Tilles	1,288	\$281,778	80
22	S 25th St. to Cruce Hill Dr.	1,829	\$400,133	73
23	Lexington Ave. to S 16th St.	3,131	\$684,973	72
24	S 24th St.	472	\$103,260	67
25	Wedgewood Blvd.	1,495	\$327,063	63
26	HWY 45	15,612	\$--	60
27	North St. to Howell Ave.	7,084	\$1,549,776	57
28	N F St.	3,263	\$713,851	57
29	N S St.	2,696	\$589,808	54
30	S 23rd St. to S P St.	2,969	\$649,532	54
31	S Z St. to Sunset Dr.	3,333	\$729,165	54
Totals		11.54 miles	\$9,912,749	



## On-street Bicycle Facilities Prioritization Table

Project #	Project Name	Estimated Linear Feet	Cost Estimate	Prioritization Score
Phase 3				
32	N 32nd St.	3,971	\$868,741	53
33	Park Ave.	2,546	\$556,992	52
34	B St. S	2,592	\$567,055	52
35	Utica St.	3,599	\$787,358	52
36	N K St. to N J St.	7,463	\$1,632,691	48
37	S 10th St. to S D St.	3,476	\$760,449	48
38	H St. N	5,039	\$1,102,389	47
39	N L St.	3,883	\$849,489	47
40	Spradling Ave.	2,614	\$571,868	46
41	S 30th St.	1,160	\$253,775	45
42	Harvard Ave.	4,291	\$938,748	45
43	Warner St./N 34th St./Division St.	3,143	\$687,598	44
44	Wirsing Ave.	8,439	\$1,846,211	43
45	I St. S to S 31st St.	6,472	\$1,415,888	40
46	N E St./N F St./N 14th St./N I St.	10,658	\$2,331,665	39
47	Osage St. to 31st St.	3,025	\$661,783	38
48	May Ave. Bicycle Boulevard	5,407	\$1,182,897	37
49	S M St.	2,759	\$603,590	37
50	S 24th St. to Tulsa St.	5,640	\$1,233,870	34
51	S 11th St.	3,299	\$721,727	33
52	S 21st St.	9,331	\$2,041,356	29
53	S. 27th + S. Gary St.	5,012	\$1,096,482	28
54	Meadow Dr. to Harvard Dr.	5,165	\$1,129,954	26
55	S 32nd Ter.	2,805	\$613,654	26
56	Fianna Wy./Jenny Lind Rd./ Royal Scots Wy./ Queensbury Wy.	7,960	\$1,741,420	24
57	Old HWY 71 to Rye Hill Rd.	6,594	\$1,442,578	14
<b>Totals</b>		<b>23.93 miles</b>	<b>\$27,640,228</b>	



## Alleyway Revitalization Prioritization Table

Project #	Project Name	Estimated Linear Feet	Cost Estimate	Prioritization Score
Phase 1				
1	N 13th St. & N 14th St.	3,263	\$1,192,580	162
2	Belle Ave. & N Greenwood Ave. North	1,292	\$472,207	133
3	N 48th St. & N 49th St.	1,286	\$470,015	107
4	N 19th St. & N 20th St.	2,050	\$749,246	105
5	Irene St. & N 32nd St.	2,120	\$774,830	90
6	Alabama Ave. & Hardie Ave.	1,305	\$476,959	77
7	N K St. to MLK Park	2,034	\$743,398	75
8	S V St. & S W St. East	1,337	\$488,654	68
9	N 12th St. & N 13th St.	2,472	\$903,481	56
10	Grand Adjacent Alleyway	4,021	\$1,469,618	51
Totals		4.01 miles	\$7,740,988	
Phase 2				
11	Dodson Ave. & S L St.	2,595	\$948,435	50
12	Clarendon Ave. & Spradling Ave.	1,700	\$621,326	48
13	S T St. & S U St.	2,526	\$923,217	47
14	S 23rd St. & S 24th St.	1,459	\$533,244	46
15	N 5th St. & N 6th St.	4,156	\$1,518,958	46
16	N K St. & N J St.	3,143	\$1,148,721	44
17	S M St. & S N St.	3,984	\$1,456,095	39
18	Wirsing Ave. & Birnie Ave.	3,232	\$1,181,250	38
19	N 29th St. & N 32nd St.	4,940	\$1,805,499	37
20	Belle Ave. & N Greenwood Ave.	3,137	\$1,146,528	37
21	S 22nd St. & S 23rd St.	3,738	\$1,366,185	36
22	N 39th St. & 41st St.	7,246	\$2,648,309	34
23	N 34th St. & N 35th St.	7,846	\$2,867,600	31
24	S P St. & S Q St.	11,544	\$4,219,166	29
25	S Q St.	8,660	\$3,165,106	28
26	S 17th St. & S 18th St.	5,927	\$2,166,233	26
27	S V St. & S W St.	5,656	\$2,067,187	25
Totals		15.43 miles	\$29,783,059	



## Sidewalks Prioritization Table

Project #	Project Name	Estimated Linear Feet	Cost Estimate	Prioritization Score
Phase 1				
1	Dallas St Sidewalk	2,623	\$238,468	128
2	High St. Sidewalk	4,189	\$1,218,640	113
3	17th St to Jenny Lind Sidewalk	4,351	\$1,265,768	113
4	Euper Ln. Sidewalk - East of S 74th St.	1,728	\$157,100	108
5	Division St. Sidewalk	1,823	\$530,337	105
6	Jenny Lind Sidewalk (Houston to Zero)	6,564	\$1,909,561	105
7	Warner St. Sidewalk	4,417	\$401,568	103
8	Planters Rd Sidewalk	3,955	\$359,566	103
9	Harvard Ave Sidewalk	4,038	\$1,174,712	103
10	Chaffee Dr Sidewalk	2,480	\$225,467	97
Totals		6.85 miles	\$7,481,187	
Phase 2				
11	Marshall & Dean Dr Sidewalk	2,457	\$223,376	92
12	Savannah St Sidewalk	3,360	\$977,472	92
13	N 27th St. Sidewalk	1,609	\$146,281	90
14	Fresno St Sidewalk	2,606	\$236,922	88
15	Ball Rd and Ayers Rd Sidewalk	2,832	\$257,469	88
16	Skywood Dr & N 46th Terrace Sidewalk	2,964	\$269,470	87
17	Utica St Sidewalk	3,565	\$1,037,109	87
18	Cavanaugh Rd & Martin Dr Sidewalk	2,464	\$224,013	83
19	S 27th St Sidewalk	1,241	\$112,825	83
20	Tulsa St Sidewalk	1,955	\$568,737	83
21	S 24th & Tulsa St Sidewalk	1,114	\$101,278	83
22	N Q St Sidewalk	2,555	\$743,286	83
23	Howell Ave Sidewalk	1,271	\$369,752	82
24	Hon Ave Sidewalk	2,030	\$346,956	82
25	N 37th St Sidewalk	1,628	\$148,008	80
26	N 37th & N 38th St	2,588	\$235,286	78
27	Zero St Sidewalk	12,630	\$3,674,247	78
28	S 70th St, S Q Ct & Ellsworth Rd Sidewalk	4,255	\$1,237,840	77
29	N 46th St Sidewalk	1,959	\$569,901	75
30	N 52nd St Sidewalk	5,057	\$1,471,153	75
31	Jenny Lind Rd Sidewalk	1,339	\$121,734	72
Totals		11.64 miles	\$13,073,115	



## Sidewalks Prioritization Table

Project #	Project Name	Estimated Linear Feet	Cost Estimate	Prioritization Score
Phase 3				
32	N 33rd St Sidewalk	632	\$57,458	72
33	Virginia Ave Sidewalk	1,274	\$370,625	72
34	N 7th St Sidewalk	1,358	\$395,062	72
35	Skywood Dr Sidewalk	1,367	\$124,280	70
36	Cypress Ave & Magnolia Dr Sidewalk	2,096	\$190,556	70
37	N 41st St Sidewalk	1,274	\$370,625	70
38	Old Greenwood-Connection to Orr	1,126	\$102,369	70
39	Euper Ln Sidewalk	663	\$60,276	68
40	Osage Street-Sidewalk	3,045	\$276,834	67
41	S 33rd St, S Quincy St & S 34th St Sidewalk	1,740	\$158,191	67
42	N 53rd St Sidewalk	1,511	\$137,371	67
43	Jackson St Sidewalk	4,540	\$1,320,751	67
44	S Jackson St Sidewalk	2,579	\$750,268	67
45	N 35th St Sidewalk	631	\$57,367	65
46	Speaker & N 54th St Sidewalk	772	\$70,186	65
47	N 48th St Sidewalk	1,277	\$116,097	65
48	Weeks Ln Sidewalk	1,595	\$145,008	65
49	Kelley HWY & N 23rd St Sidewalk	5,488	\$1,596,537	63
50	N 46th St Sidewalk - North of Spradling Ave	1,284	\$116,097	62
51	Southview Dr, S 35 Dr, & S 35th St Sidewalk	3,836	\$348,747	60
52	N 57th Ln Sidewalk	1,635	\$148,645	58
53	S 18th St Sidewalk	1,296	\$117,825	58
54	Harvard Ave & Vickery Ln Sidewalk	2,118	\$192,556	58
55	S T St.	2,533	\$230,286	58
56	Willow & S 29th St Sidewalk	3,199	\$290,835	57
57	N 43rd St Sidewalk	1,970	\$573,101	55
58	Wilma Ave Sidewalk	1,659	\$150,827	53
59	N 31st St Sidewalk	1,282	\$116,552	53
60	S Q St Sidewalk	658	\$59,822	53
61	Duncan Rd Sidewalk	1,368	\$124,371	53
Totals		10.57 miles	\$8,769,525	



## Sidewalks Prioritization Table

Project #	Project Name	Estimated Linear Feet	Cost Estimate	Prioritization Score
<b>Beyond 10 Years</b>				
62	N T St Sidewalk	793	\$72,095	52
63	N S St Sidewalk	780	\$70,913	52
64	Texas Rd Sidewalk	680	\$61,822	52
65	Hendricks Blvd Sidewalk	2,637	\$747,141	52
66	S 22nd St Sidewalk	1,235	\$112,279	50
67	N 31st St Sidewalk	2,621	\$762,486	50
68	Chateau Dr & Avignon Ln Sidewalk	1,842	\$167,464	50
69	S 62nd & S 66 St Sidewalk	2,826	\$256,924	48
70	Walnut St Sidewalk	1,938	\$176,192	48
71	Emrich St Sidewalk	2,566	\$746,486	48
72	Blair St Sidewalk	2,692	\$783,141	47
73	S 24th & S 25th St Sidewalk	3,168	\$288,016	47
74	Grinnell Ave, S 30th Terrace & Bryn Mawr Cir Sidewalk	4,296	\$390,567	47
75	Apple Valley Dr Sidewalk	1,188	\$108,006	47
76	Martin St Sidewalk	1,082	\$98,369	47
77	N 33rd St Sidewalk	1,893	\$172,101	45
78	Croxted Rd Sidewalk	1,023	\$93,005	45
79	Broken Hills Dr Sidewalk	1,283	\$116,643	45
80	Londonderry Rd Sidewalk	1,410	\$128,189	45
81	Boston St Sidewalk	1,589	\$144,463	43
82	Louisville St Sidewalk	1,402	\$407,862	42
83	Bryn Mawr Cir Sidewalk	1,407	\$409,316	42
84	North St Sidewalk	38.3	\$3,482	40
85	N Q St, N 35th St, Ridgeway Dr Sidewalk	2,058	\$187,101	40
86	Red Pine & Millennium Dr Sidewalk	5,076	\$461,481	40
87	S 31st Terrace Sidewalk	1,441	\$131,007	38
88	Southridge Dr Sidewalk	2,264	\$205,830	38
89	Princeton Dr Sidewalk	2,001	\$181,919	38
90	Jenny Lind Rd, Royal Scots Way, Stoneleige St & Ramsgate Way Sidewalk	8,179	\$743,587	33
91	Ramsgate Way Sidewalk	2,223	\$202,102	30
92	Rannoch Trc, Rannoch Ln & Dundee Dr Sidewalk	1,822	\$165,646	30
93	Glen Flora Way Sidewalk	2,677	\$778,777	28
94	Blackjack & Lookout Dr Sidewalk	4,385	\$398,659	27
95	Royal Ridge Dr Sidewalk	3,489	\$317,200	25
96	S 90th, Rosewood Dr, S 94th St, & Moody Rd Sidewalk	5,301	\$481,936	25
97	Parkfront Dr & Galven Way Sidewalk	2,997	\$272,470	17
98	Queensbury & Ramsgate Way Sidewalk	1,915	\$174,101	17
99	Fallstone Rd & Chapen Dr Sidewalk	2,711	\$246,468	13
<b>Totals</b>		<b>16.84 miles</b>	<b>\$11,265,246</b>	



A stylized map of the North Atlantic region, including parts of North America, Greenland, and Europe. A large, dark blue area highlights a specific region in the North Atlantic, extending from the coast of North America towards Europe. The text "Appendix B" is overlaid on this blue area in a large, white, sans-serif font.

# Appendix B

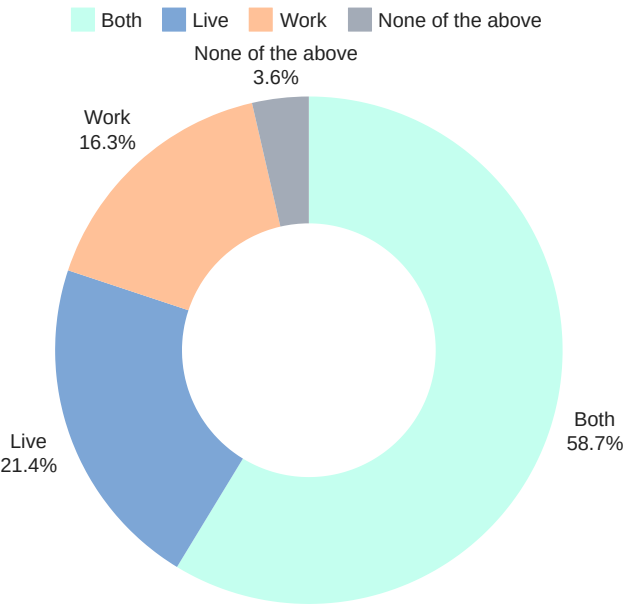


# **ONLINE COMMUNITY SURVEY RESULTS**

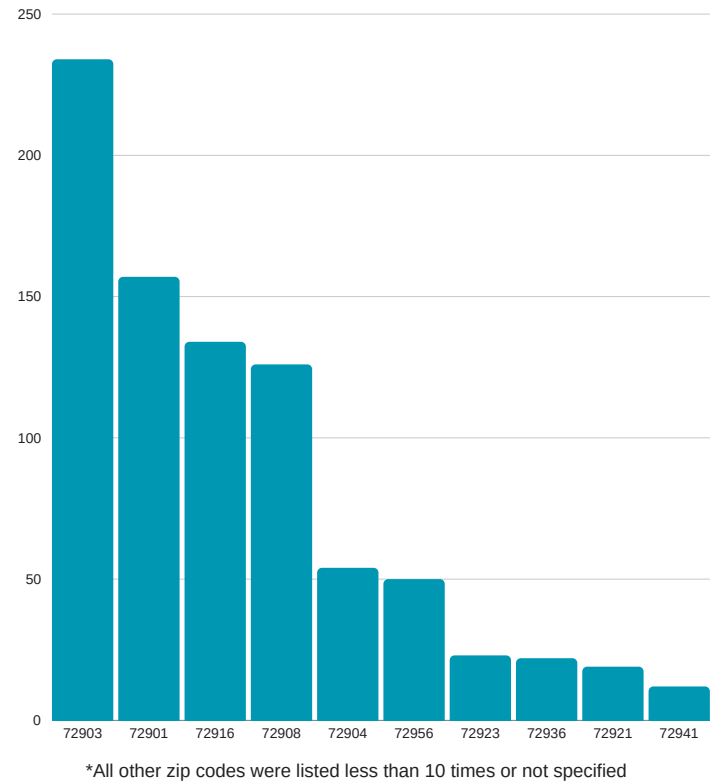
November, 2022 &  
September 2023 -May 2024  
Total combined submissions: 903



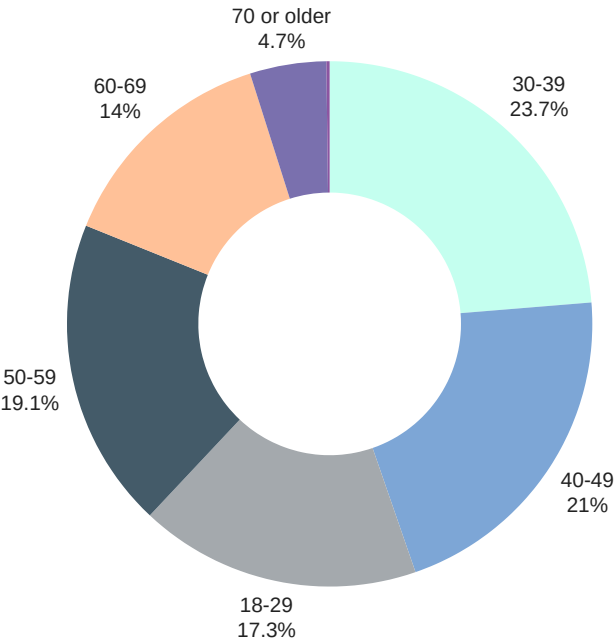
LIVE OR WORK IN FORT SMITH?



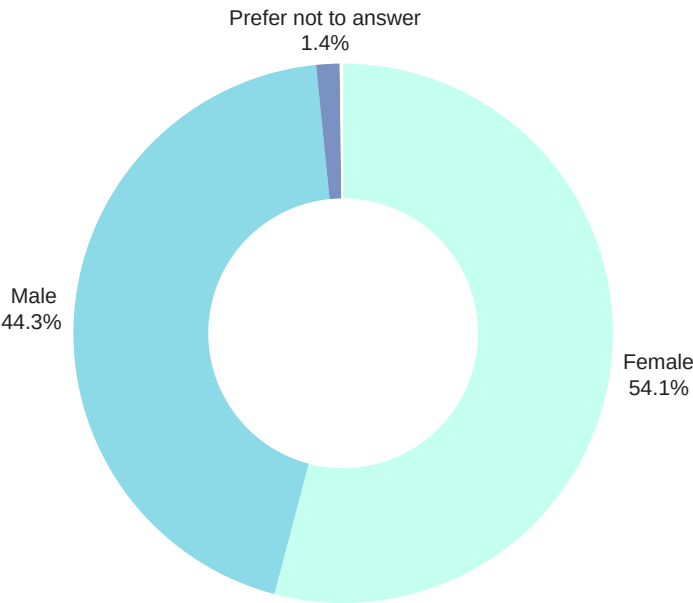
WHAT IS YOUR ZIPCODE?



AGE

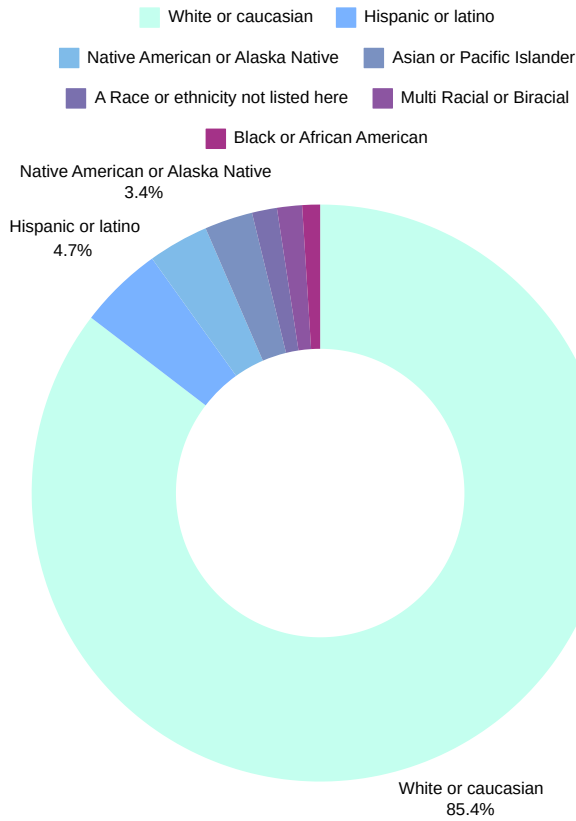


GENDER

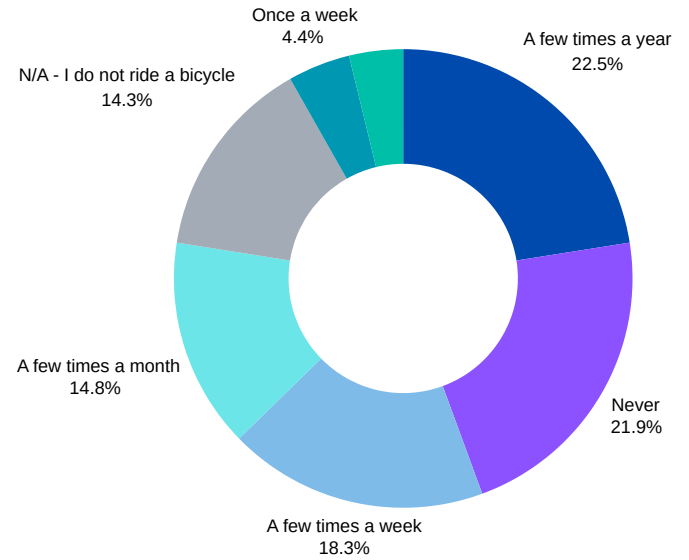




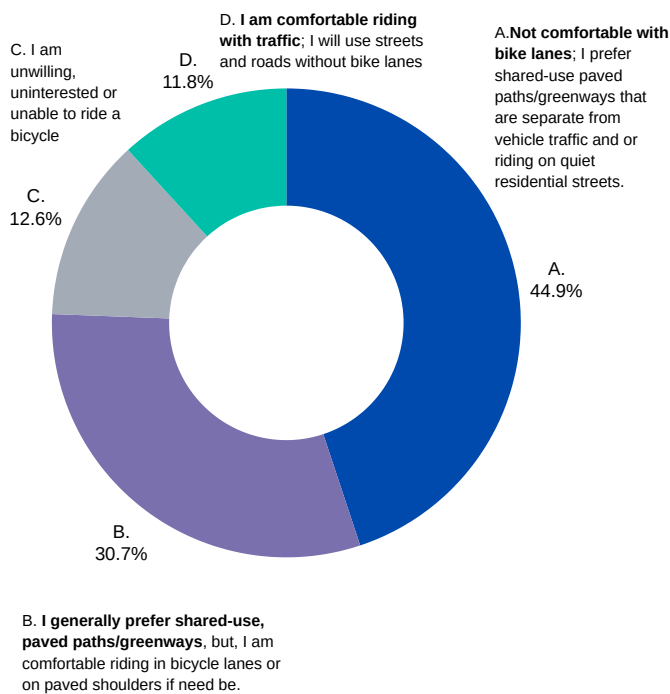
## RACE/ETHNICITY



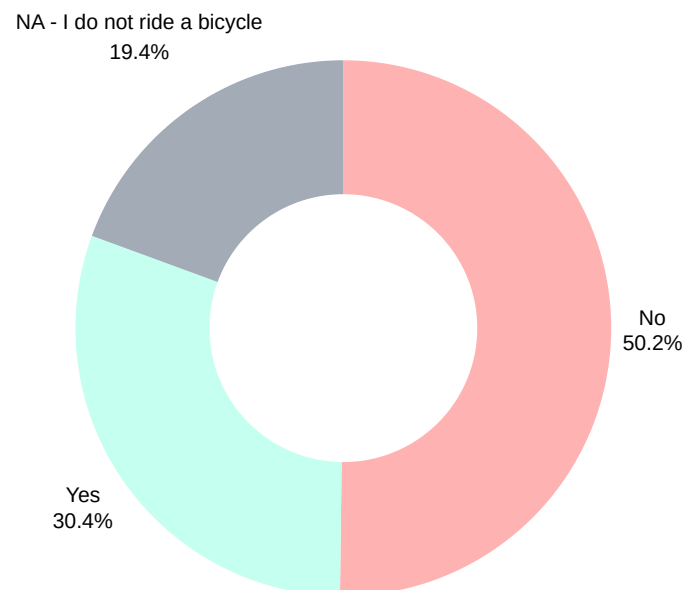
## HOW OFTEN DO YOU RIDE A BIKE IN FORT SMITH?



## WHAT IS YOUR BICYCLING LEVEL OF COMFORT?

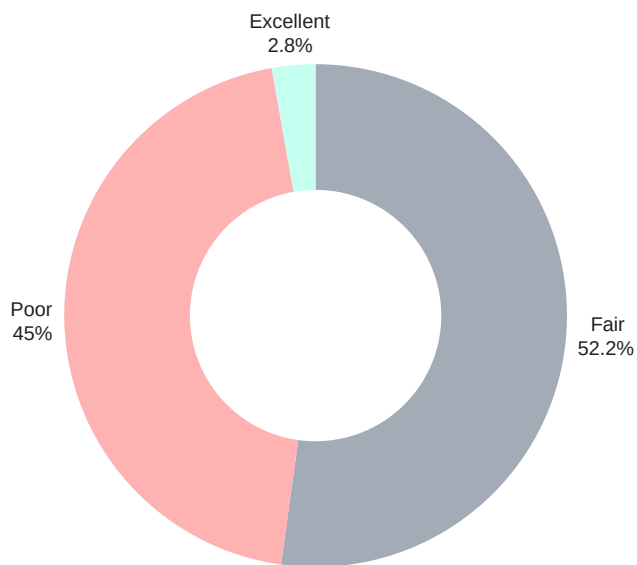


## DO YOU FEEL SAFE AND COMFORTABLE RIDING A BIKE IN FORT SMITH?

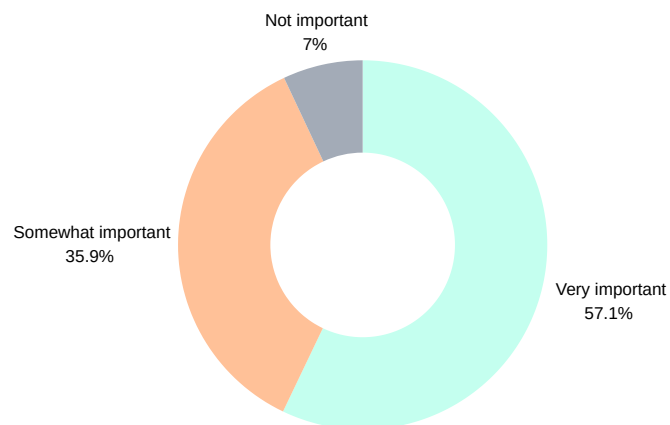




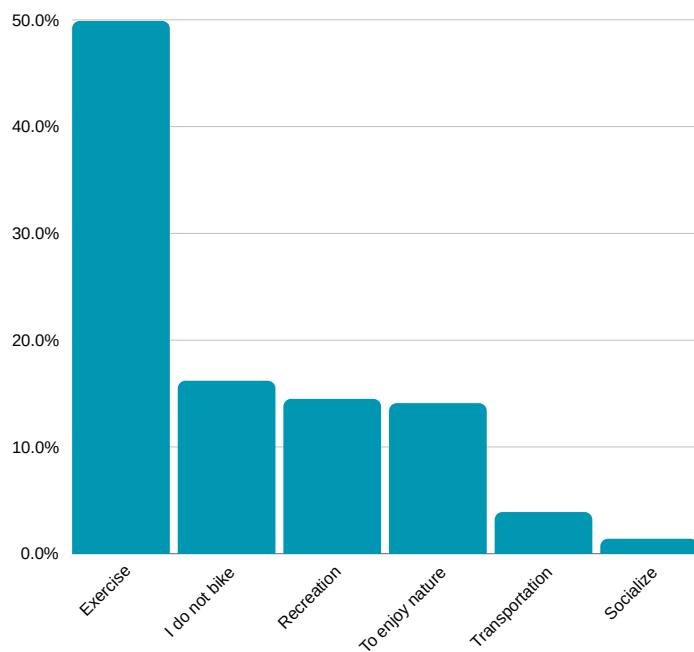
### HOW DO YOU RATE PRESENT RIDING CONDITIONS IN FORT SMITH?



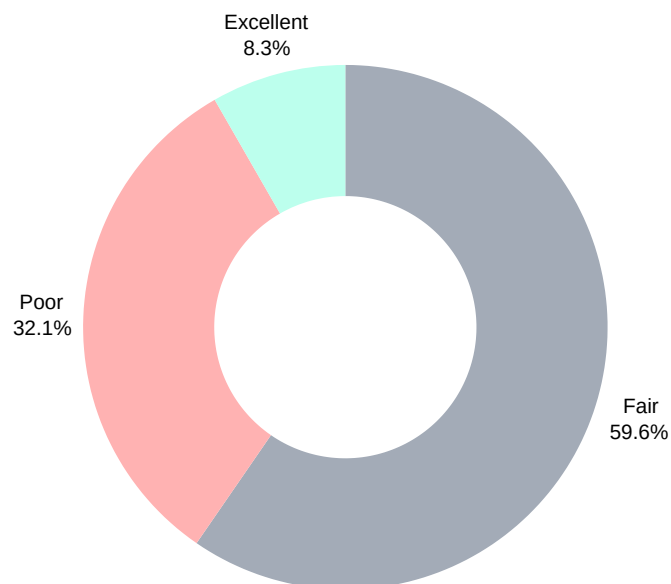
### HOW IMPORTANT TO YOU IS IMPROVING BICYCLING CONDITIONS IN FORT SMITH?



### VOTED AS THE #1 MOST APPLICABLE PURPOSE FOR BIKING

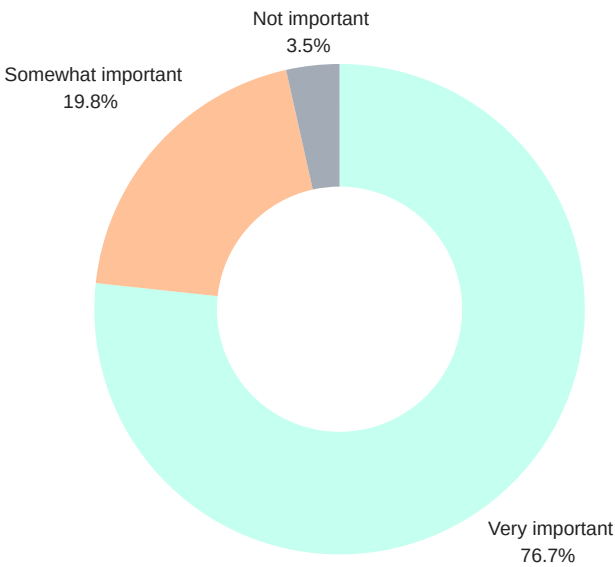


### HOW DO YOU RATE THE PRESENT WALKING CONDITIONS IN FORT SMITH?

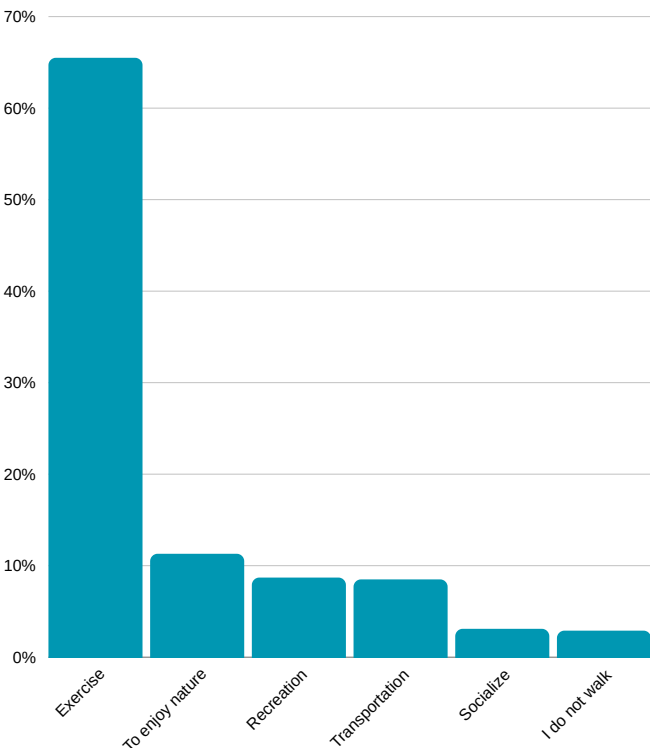




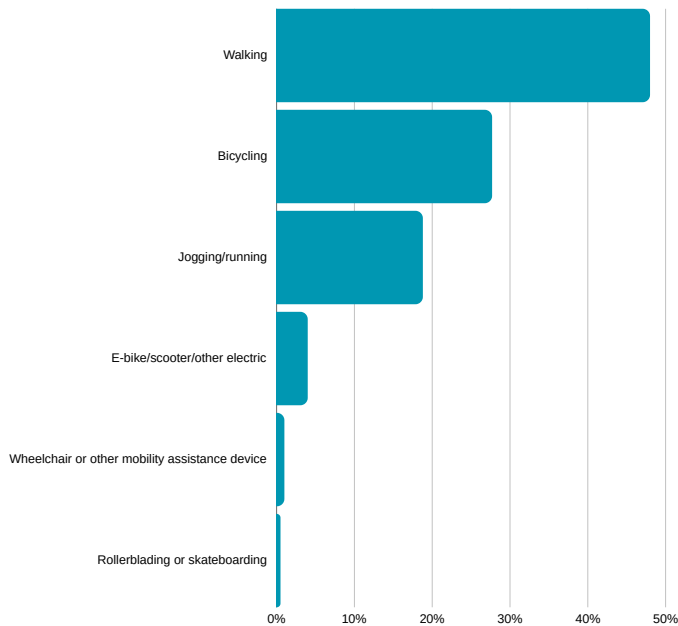
HOW IMPORTANT TO YOU IS IMPROVING WALKING CONDITIONS IN FORT SMITH ?



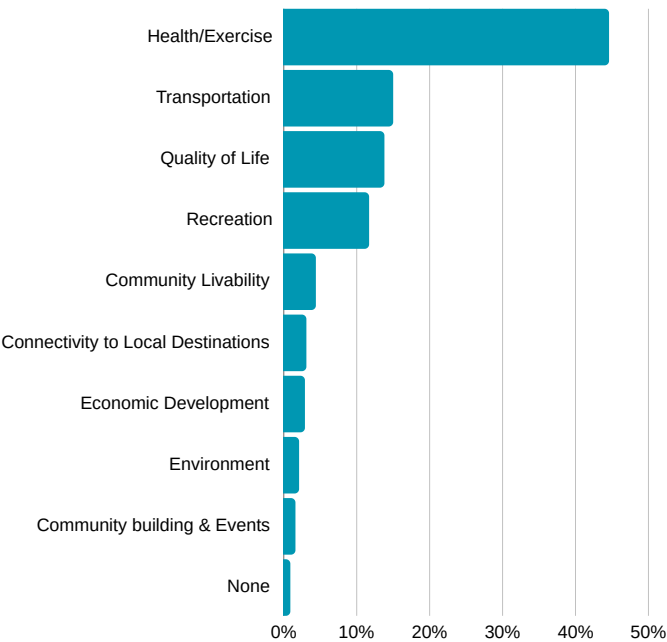
VOTED AS THE #1 MOST APPLICABLE PURPOSE FOR WALKING



THE TOP PREFERRED TRANSPORTATION MODE WHEN USING PAVED, MULTI-USE PATH?

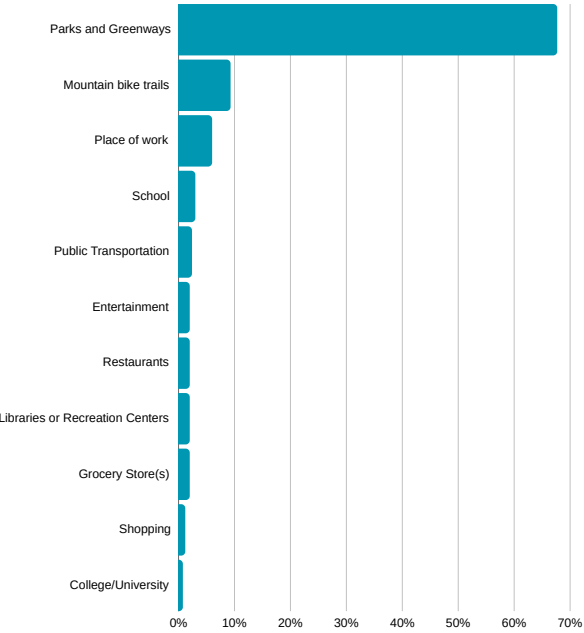


VOTED AS THE #1 TOP BENEFIT AND USE OF A BIKE AND PEDESTRIAN NETWORK?

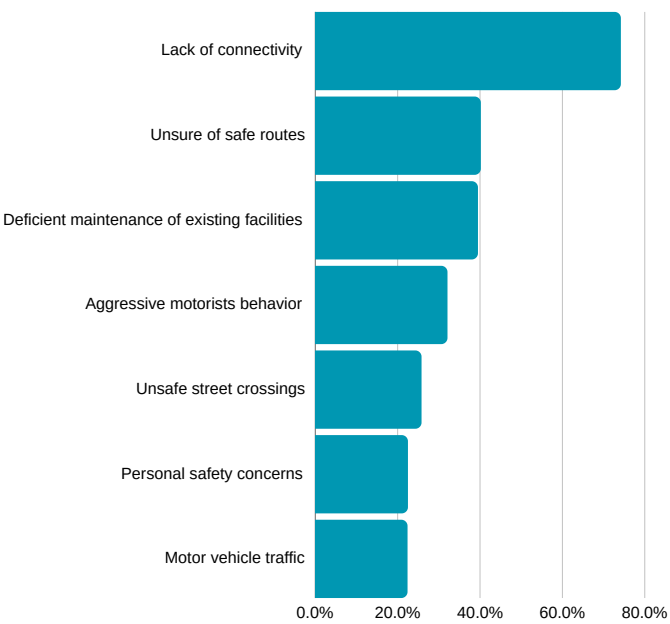




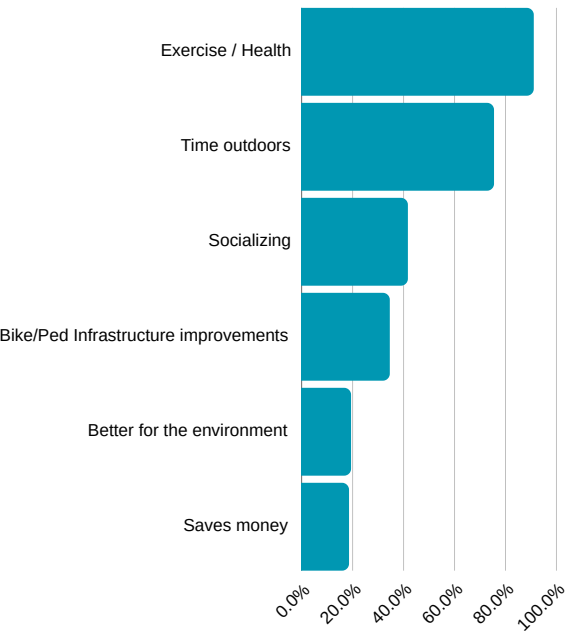
# #1 DESTINATION YOU WOULD LIKE TO REACH BY BIKING OR WALKING?



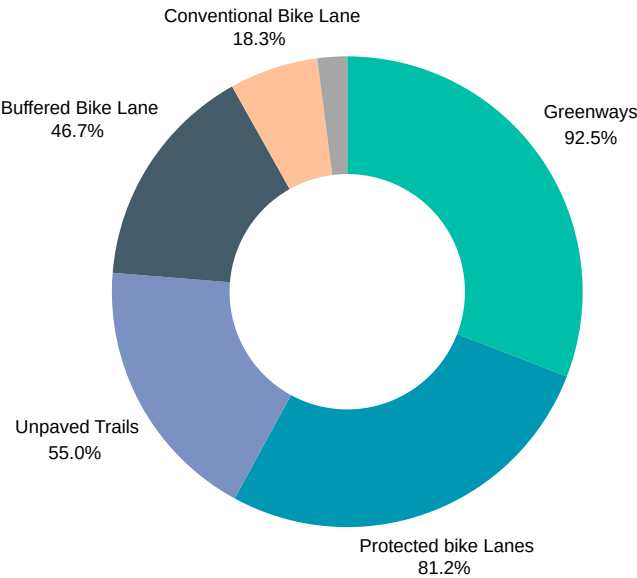
# TOP FACTORS THAT DISCOURAGE BIKING AND WALKING?



# TOP FACTORS THAT ENCOURAGE BIKING AND WALKING?

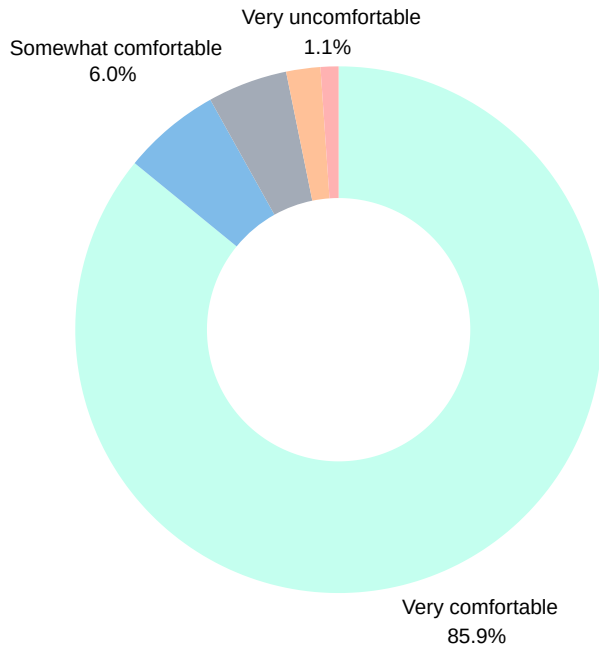


# WHICH BICYCLE FACILITIES DO YOU PREFER?

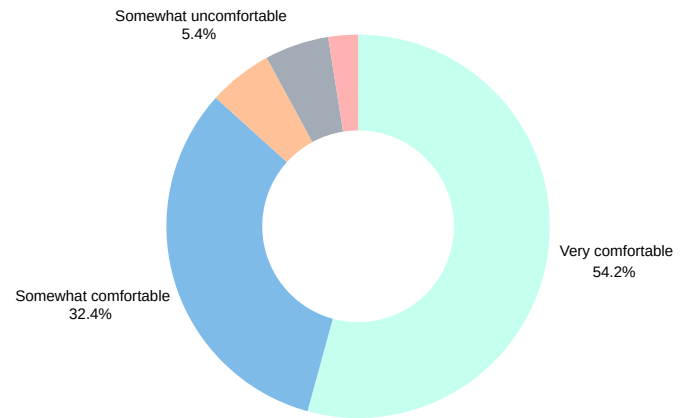




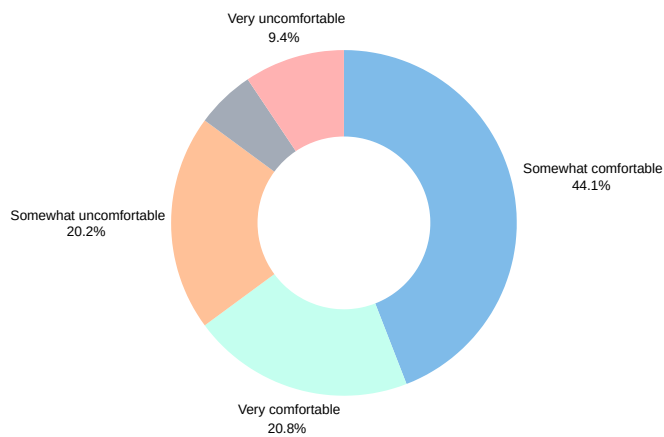
### LEVEL OF COMFORT WHILE RIDING A BICYCLE: **GREENWAY**



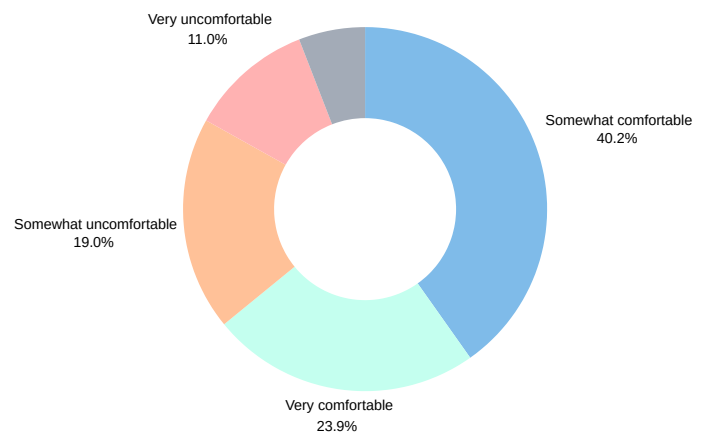
### LEVEL OF COMFORT WHILE RIDING A BICYCLE: **PROTECTED BIKE LANE**



### LEVEL OF COMFORT WHILE RIDING A BICYCLE: **BUFFERED BIKE LANE**

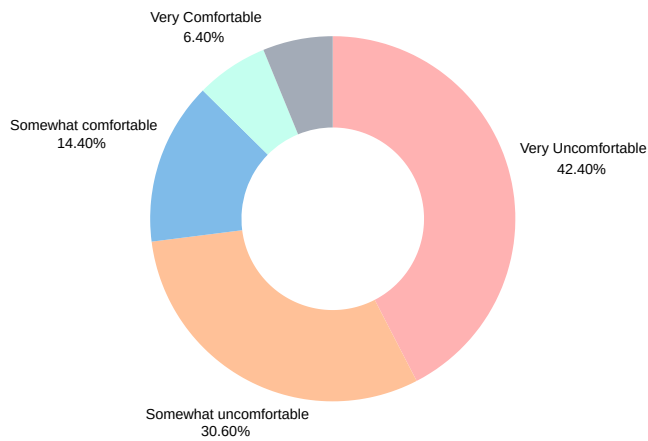


### LEVEL OF COMFORT WHILE RIDING A BICYCLE: **QUIET RESIDENTIAL STREETS**

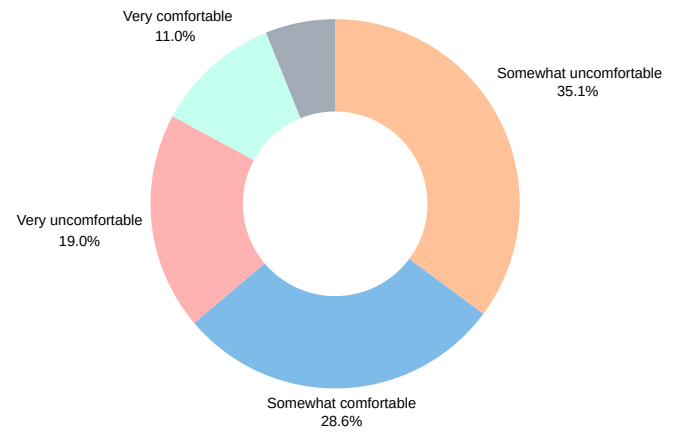




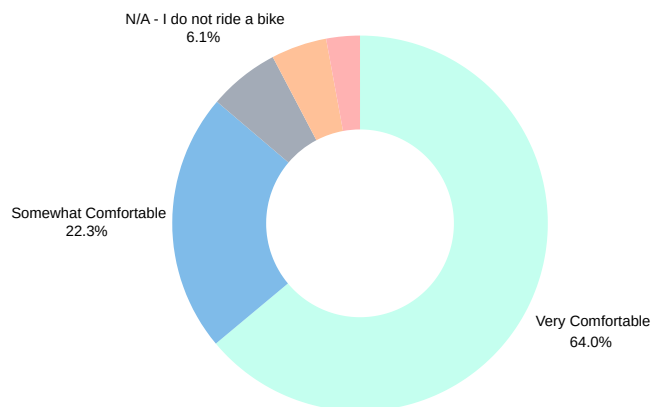
# LEVEL OF COMFORT WHILE RIDING A BICYCLE: **SHARED STREETS WITH SHARROWS**



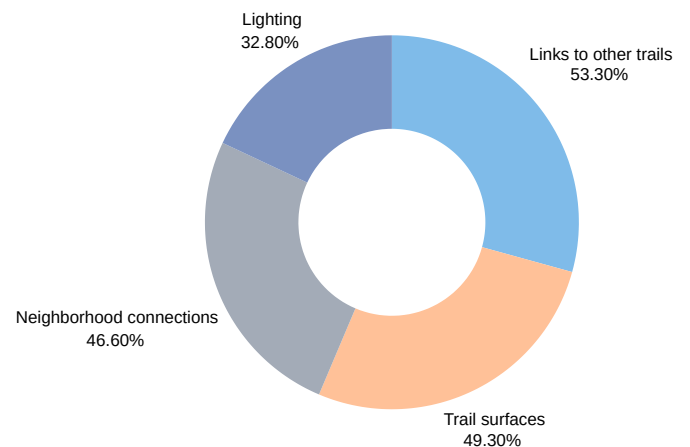
# LEVEL OF COMFORT WHILE RIDING A BICYCLE: **CONVENTIONAL BIKE LANE**



# LEVEL OF COMFORT WHILE RIDING A BICYCLE: **NATURAL SURFACE TRAILS**

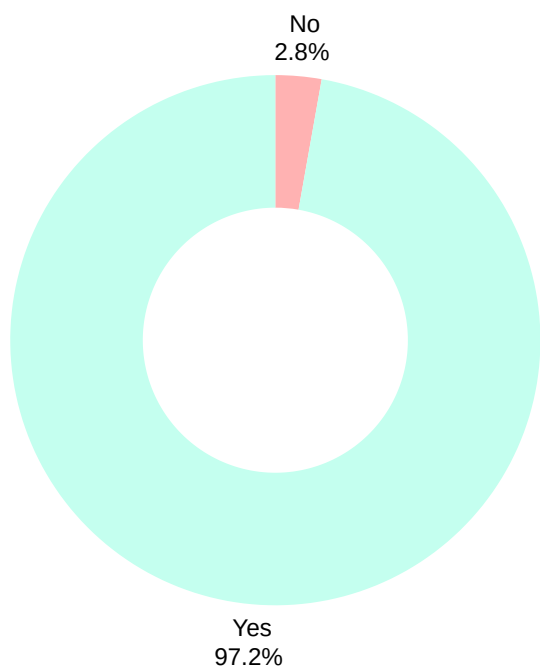


# TOP THREE AMENITIES FOR BICYCLISTS AND PEDESTRIANS?

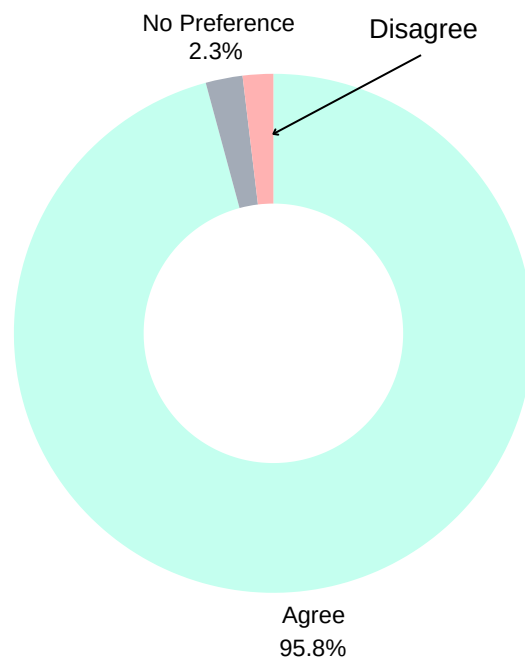




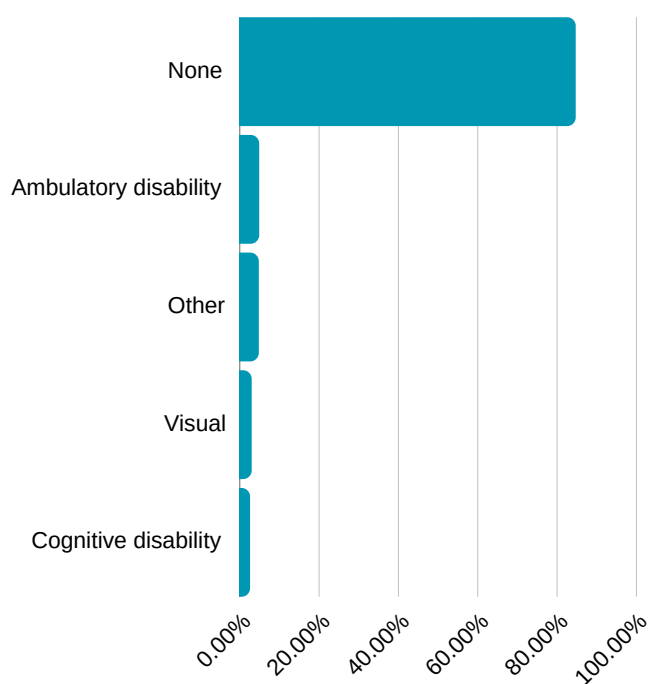
WOULD YOU USE GREENWAYS MORE OFTEN IF THEY WERE CLOSER TO YOU?



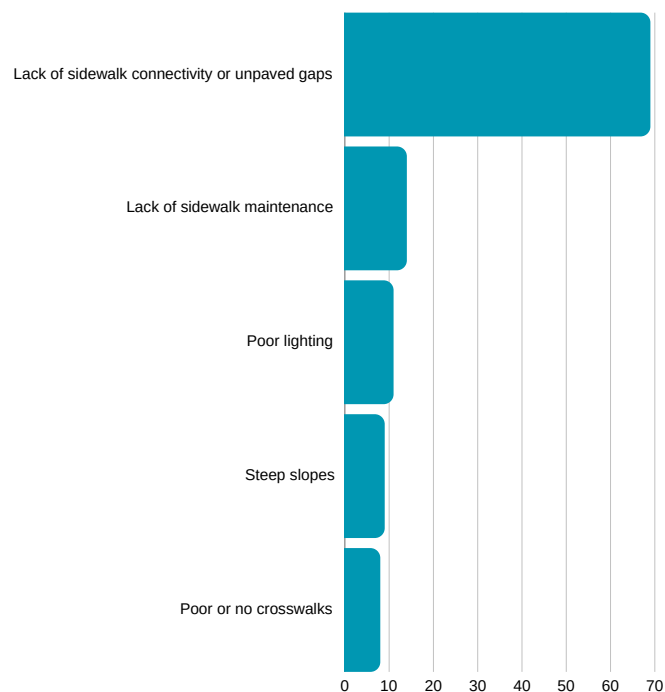
"I SUPPORT IMPROVING BICYCLE CONDITIONS WITHIN OUR COMMUNITY WHETHER I RIDE OR NOT."



DO YOU OR A MEMBER OF YOUR HOUSEHOLD HAVE ANY OF THE FOLLOWING DISABILITIES?

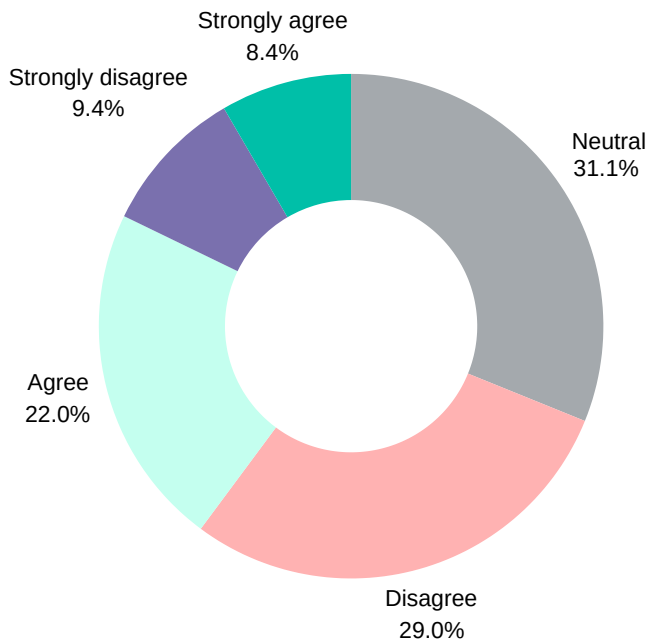


WHAT BARRIERS EXIST THAT IMPAIR YOUR MOBILITY ON STREETS, ROADS, AND SIDEWALKS?

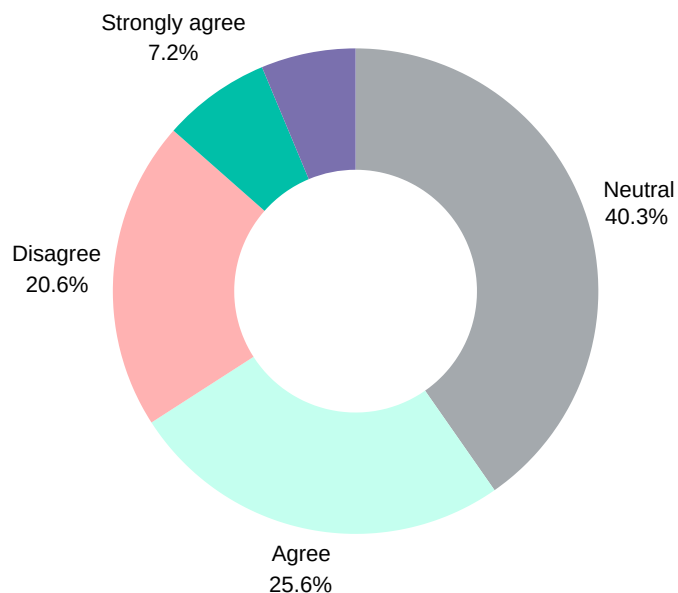




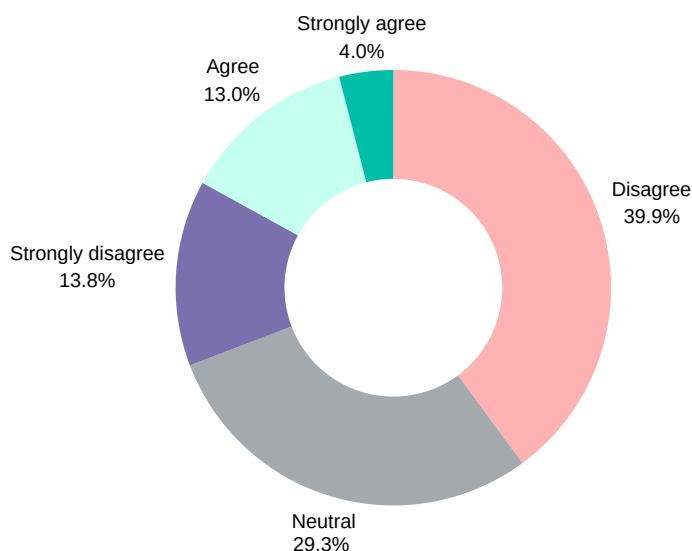
FORT SMITH HAS A BICYCLE AND PEDESTRIAN CULTURE THAT IS WELCOMING TO PEOPLE OF ALL AGES AND ABILITIES.



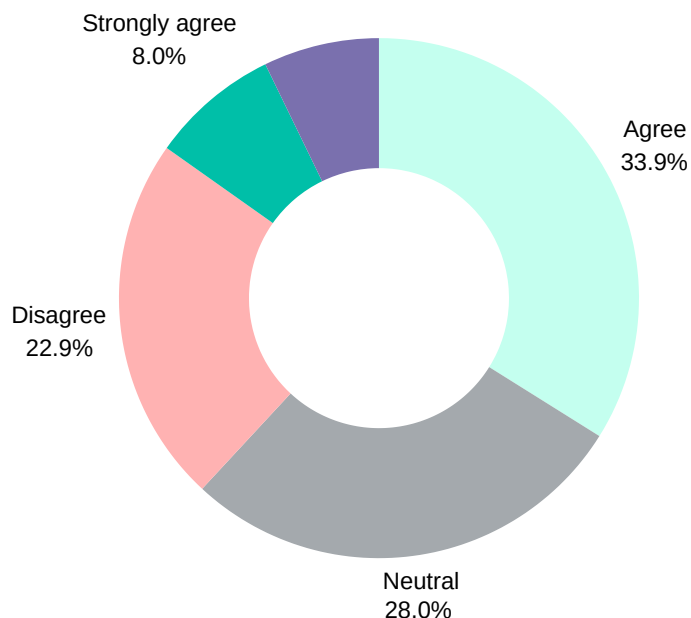
FORT SMITH HAS A BICYCLE AND PEDESTRIAN CULTURE THAT PROACTIVELY PURSUES INPUT AND FEEDBACK FROM PEOPLE OF VARIOUS AND DIVERSE SOCIOECONOMIC BACKGROUNDS.



FORT SMITH HAS A BICYCLE AND PEDESTRIAN CULTURE THAT PROACTIVELY ENCOURAGES AND SUPPORTS BIKING AS USEFUL TRANSPORTATION FOR TRIPS TO PLACES LIKE WORK AND SCHOOL.

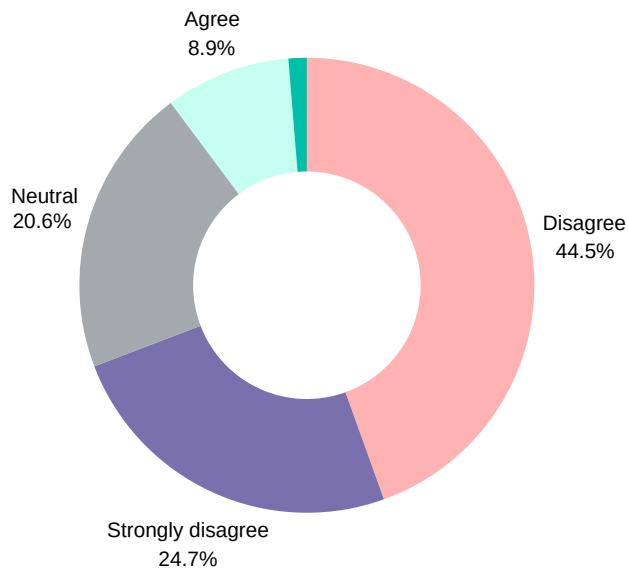


FORT SMITH HAS A BICYCLE AND PEDESTRIAN CULTURE THAT PROACTIVELY ENCOURAGES AND SUPPORTS BIKING AND WALKING FOR RECREATION AND FITNESS.

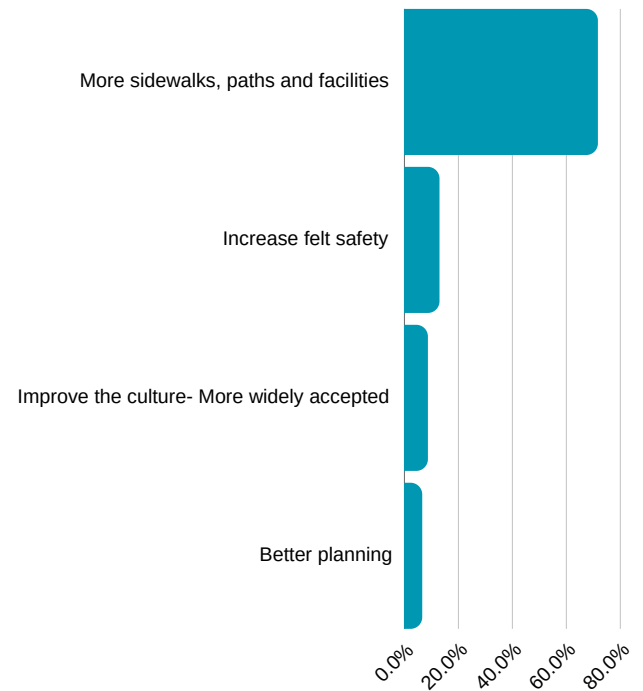




FORT SMITH HAS A SAFE,  
CONNECTED, AND COMFORTABLE  
(LOW-STRESS AND INTUITIVE)  
BICYCLE AND PEDESTRIAN NETWORK  
THAT IS AVAILABLE FOR BOTH  
USEFUL TRANSPORTATION AND  
RECREATION.



WHAT IS THE MOST CRITICAL STEP  
THAT FORT SMITH CAN TAKE TO  
HELP INCREASE WALKING AND  
BIKING IN THE CITY?





A stylized map of the Pacific Northwest coastline, showing the coast of Washington, Oregon, and California. The land is represented by a light gray outline, and the water is a solid blue. The coastline is jagged, with many inlets and bays. A large, dark blue area is highlighted along the coast, possibly indicating a specific region or feature. The text "Appendix C" is overlaid on a dark blue rectangular background at the bottom left.

# Appendix C

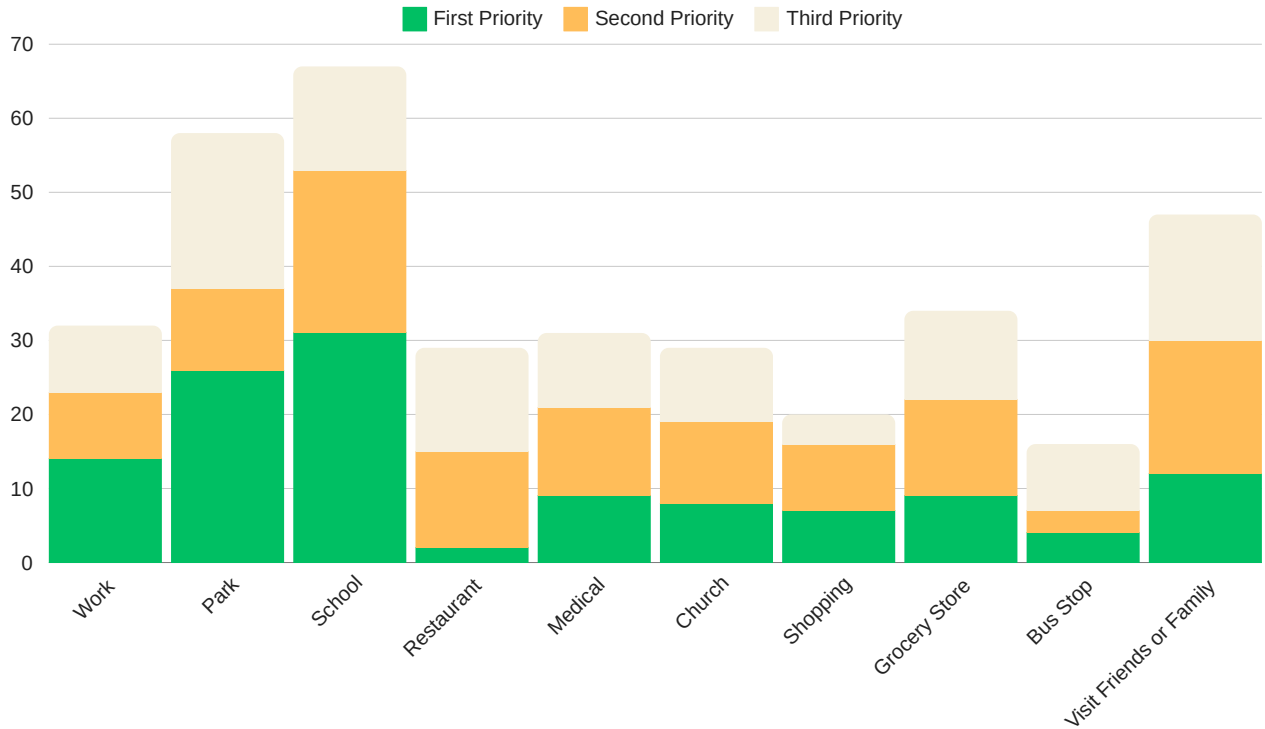


FORT SMITH ACTIVE  
TRANSPORTATION PLAN  
PUBLIC ENGAGEMENT DATA



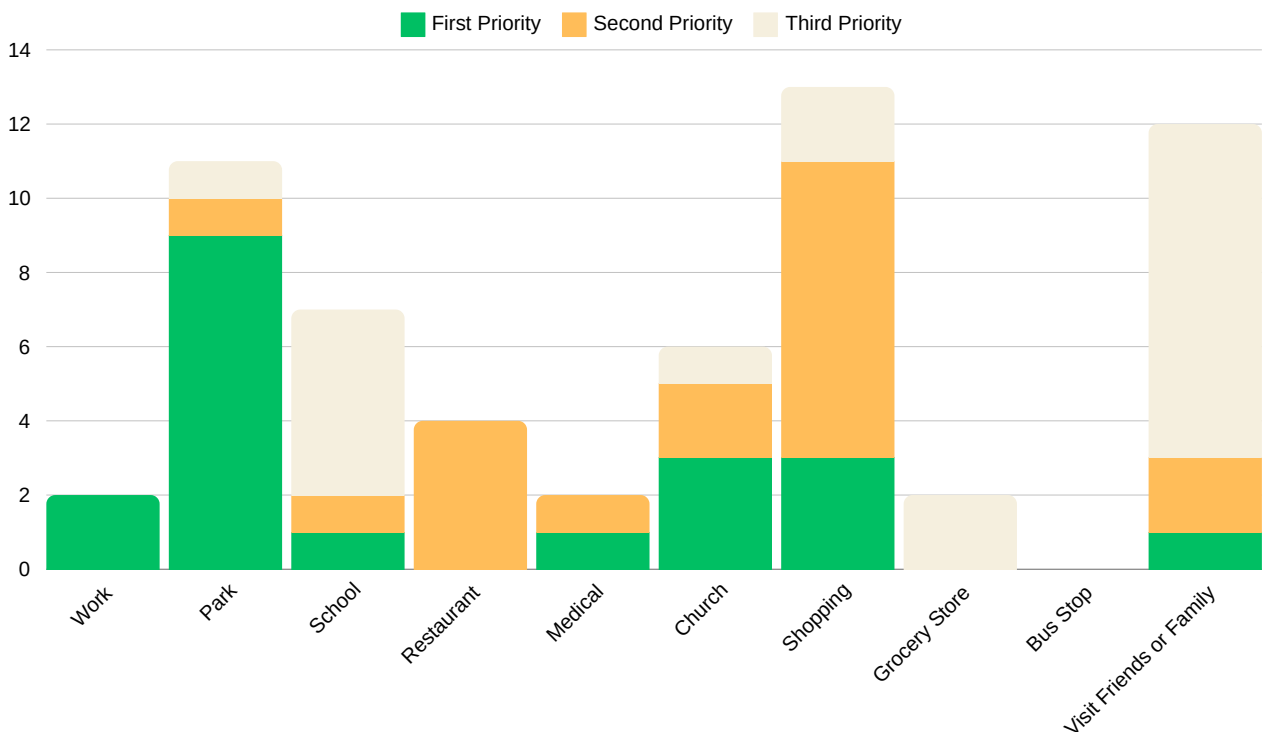
## Places I'd Like to Ride or Walk

National Night Out  
October 3, 2023



## Places I'd Like to Ride or Walk

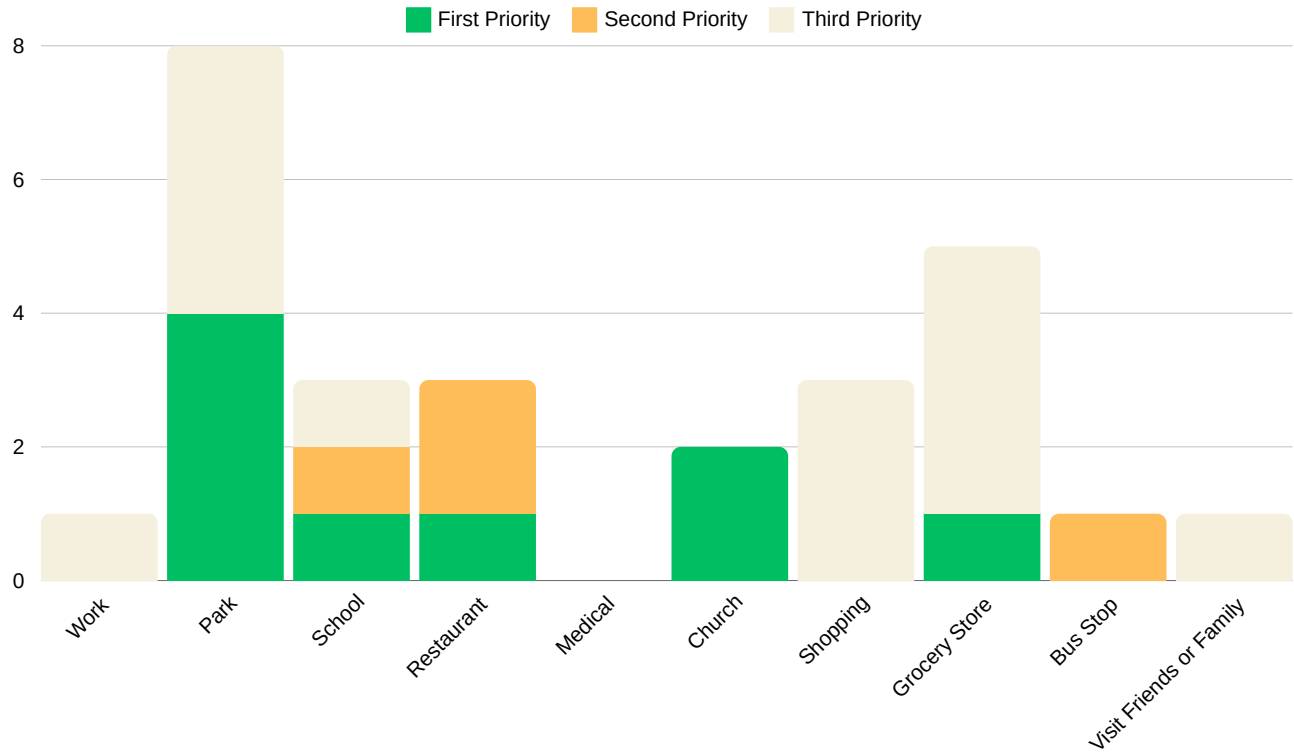
MLK Park  
October 3, 2023





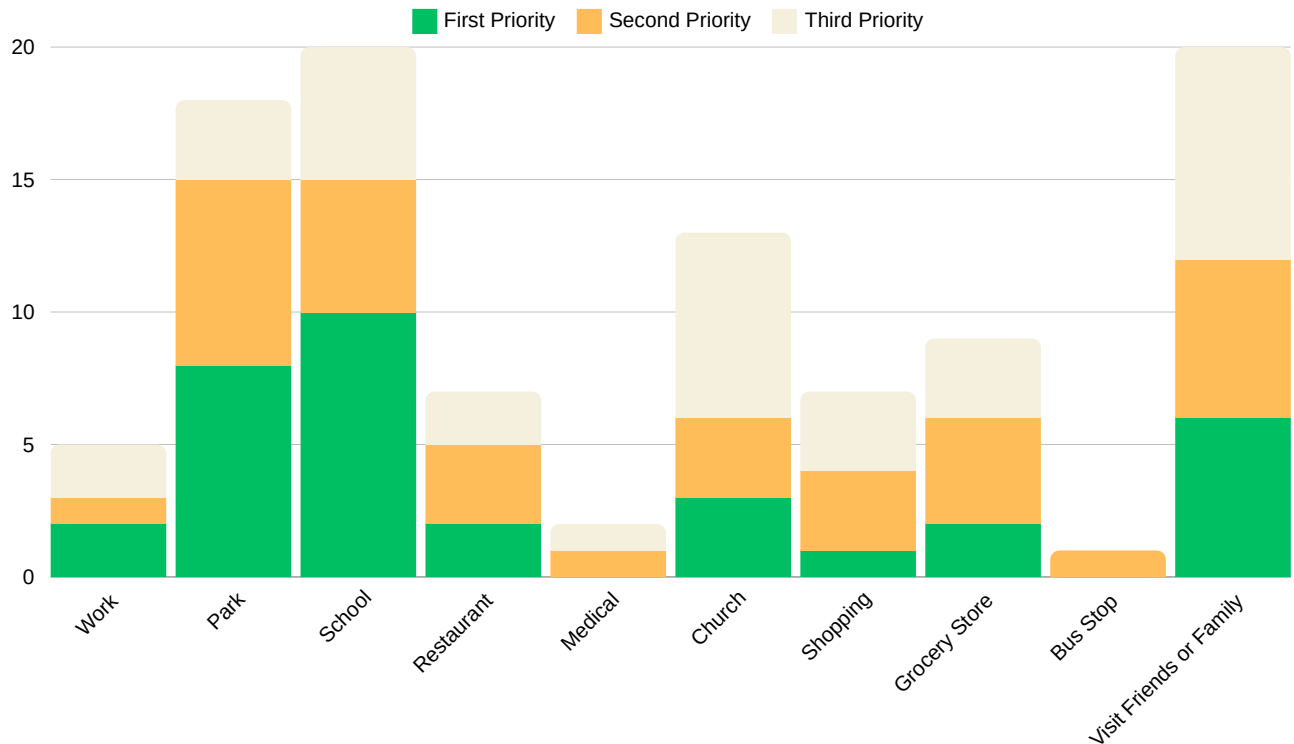
## Places I'd Like to Ride or Walk

Fianna  
October 4, 2023



## Places I'd Like to Ride or Walk

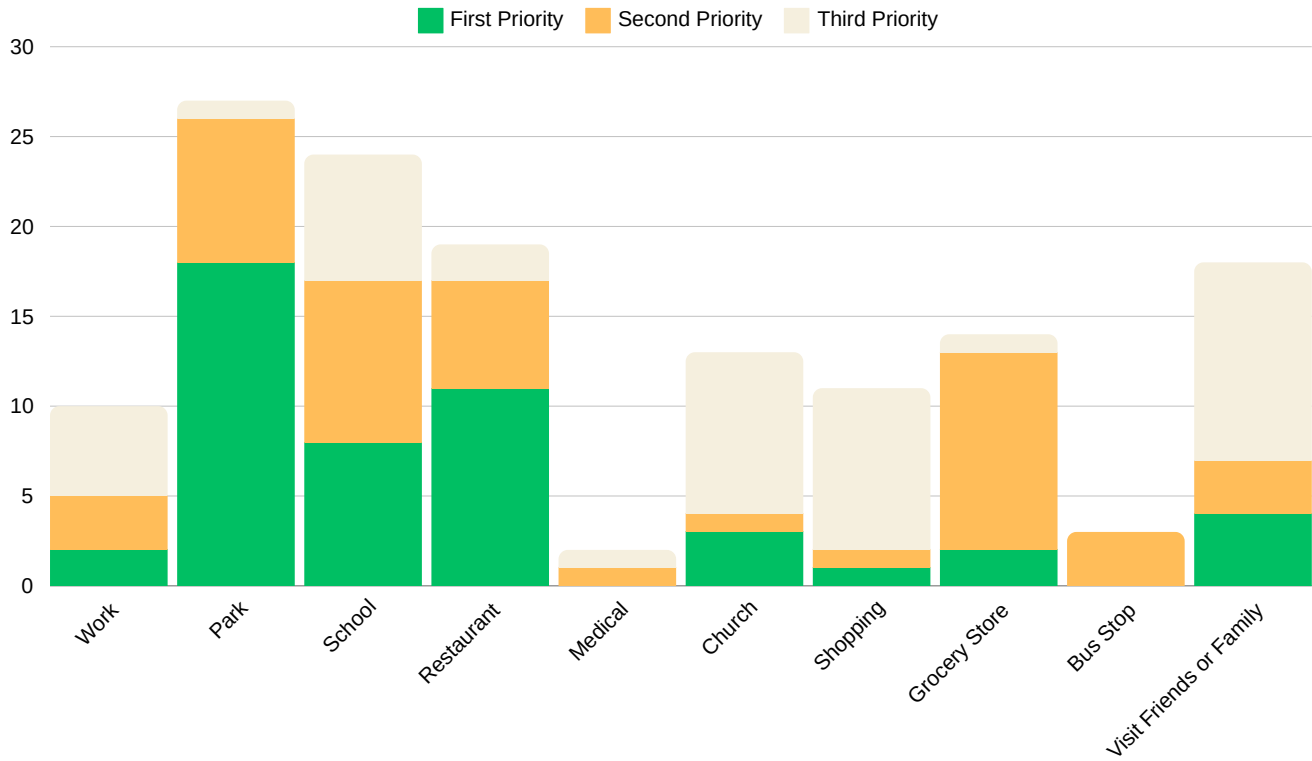
Stephens Boys & Girls Club  
December 13, 2023





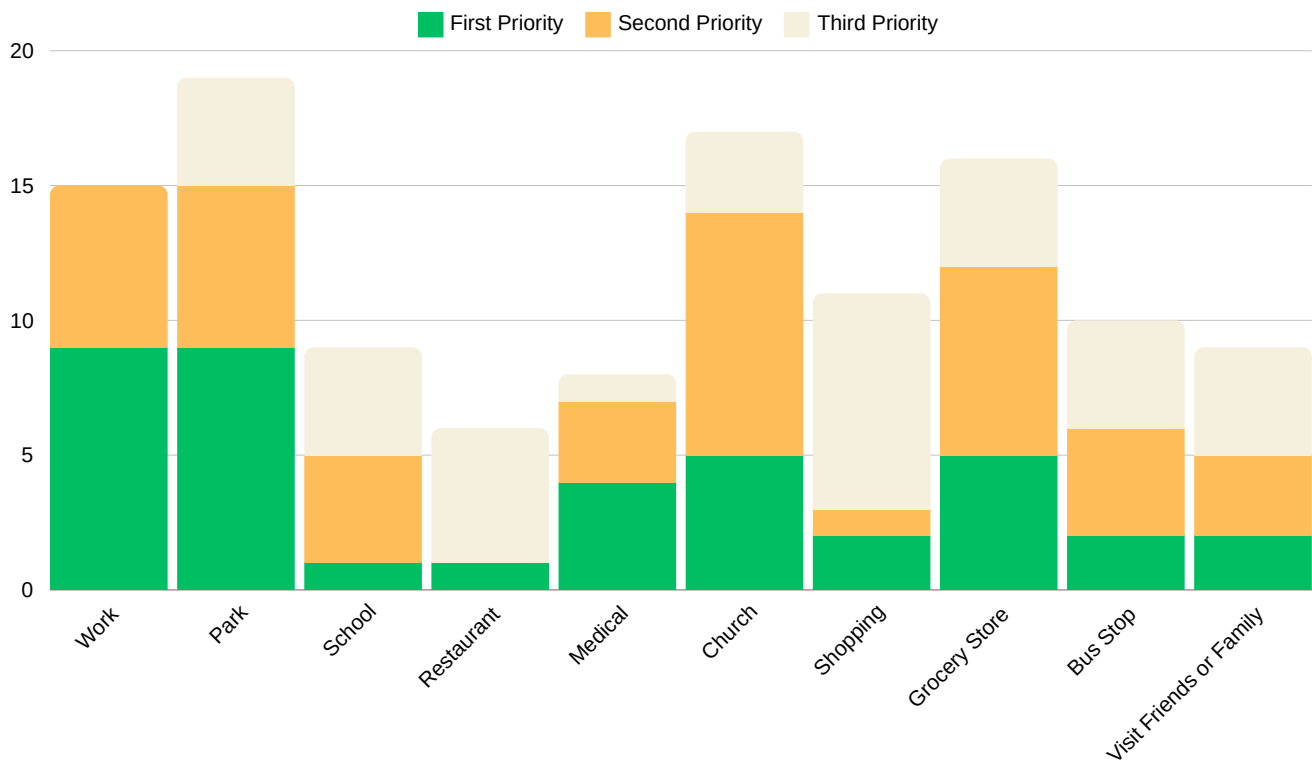
## Places I'd Like to Ride or Walk

Goldtrap Boys & Girls Club  
December 14, 2023



## Places I'd Like to Ride or Walk

First Presbyterian Church  
June 2, 2024

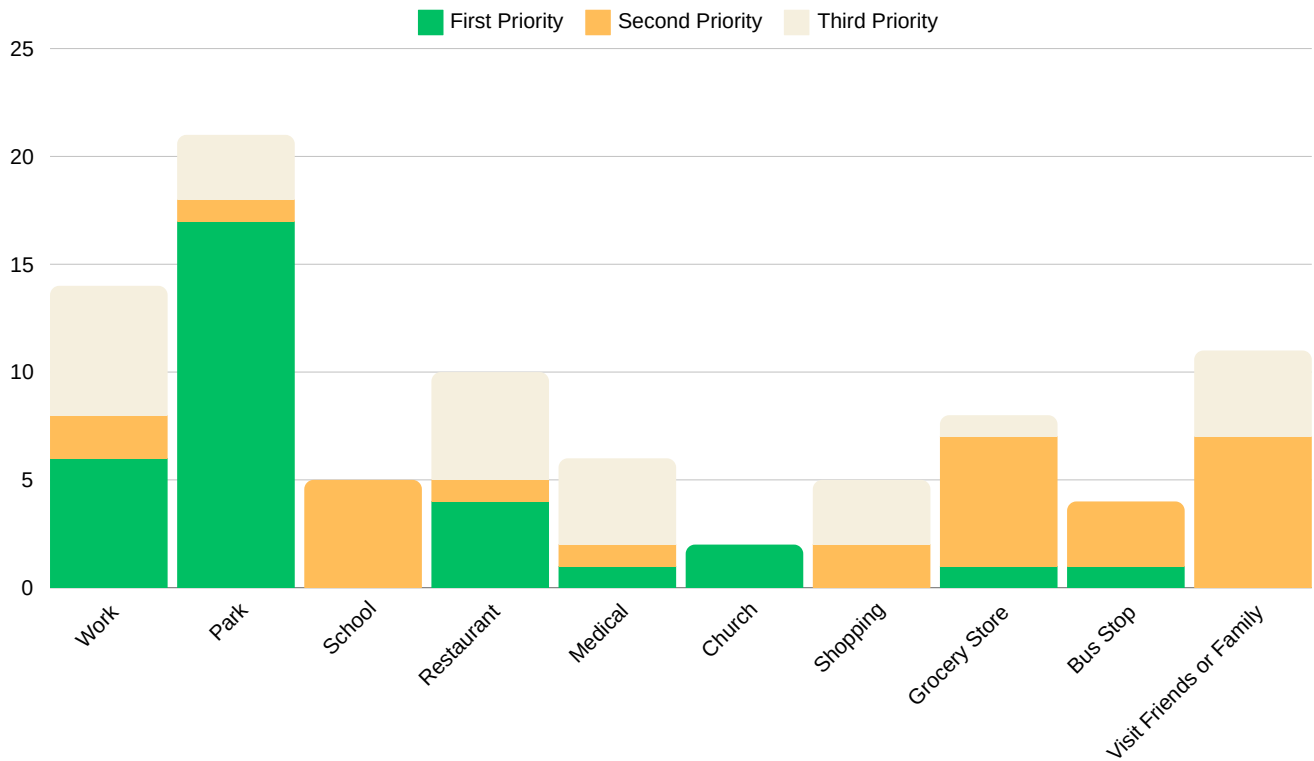




## Places I'd Like to Ride or Walk

Levitt Music Series

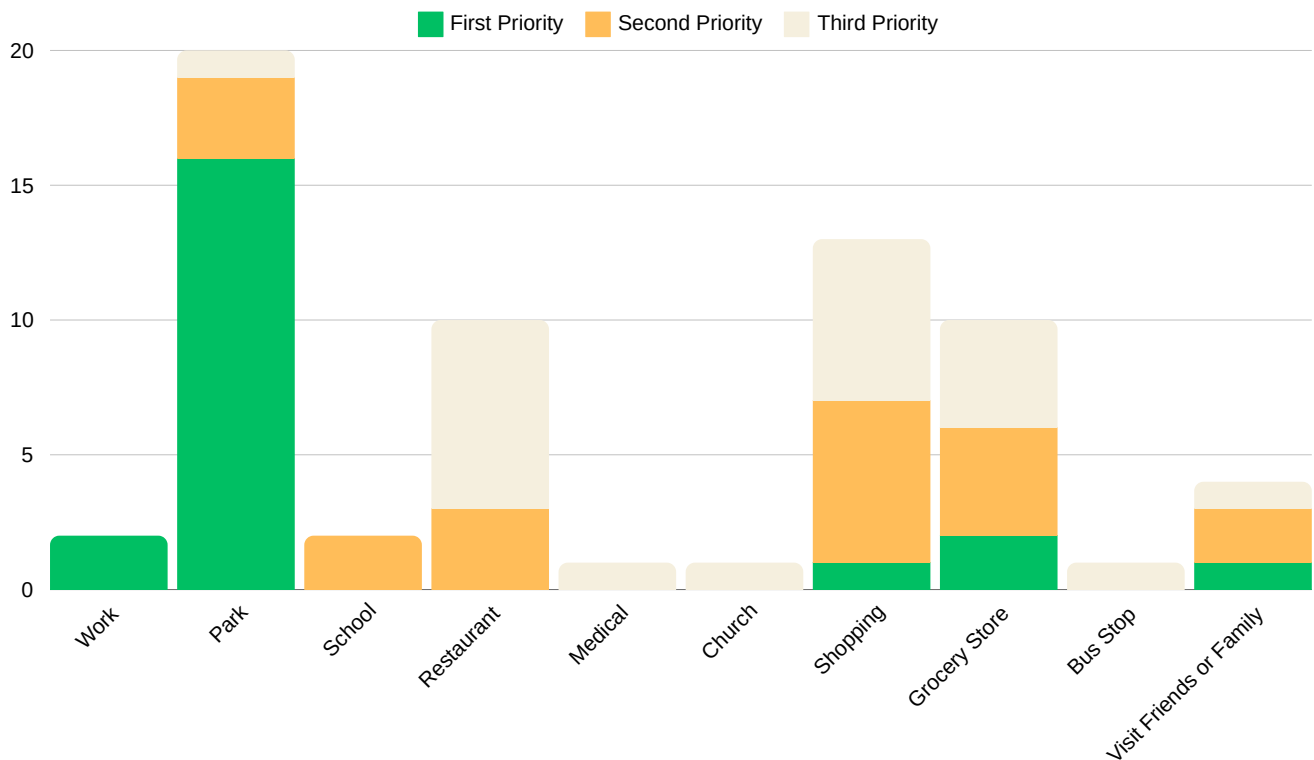
June 13, 2024



## Places I'd Like to Ride or Walk

Fort Chaffee Artisan Market

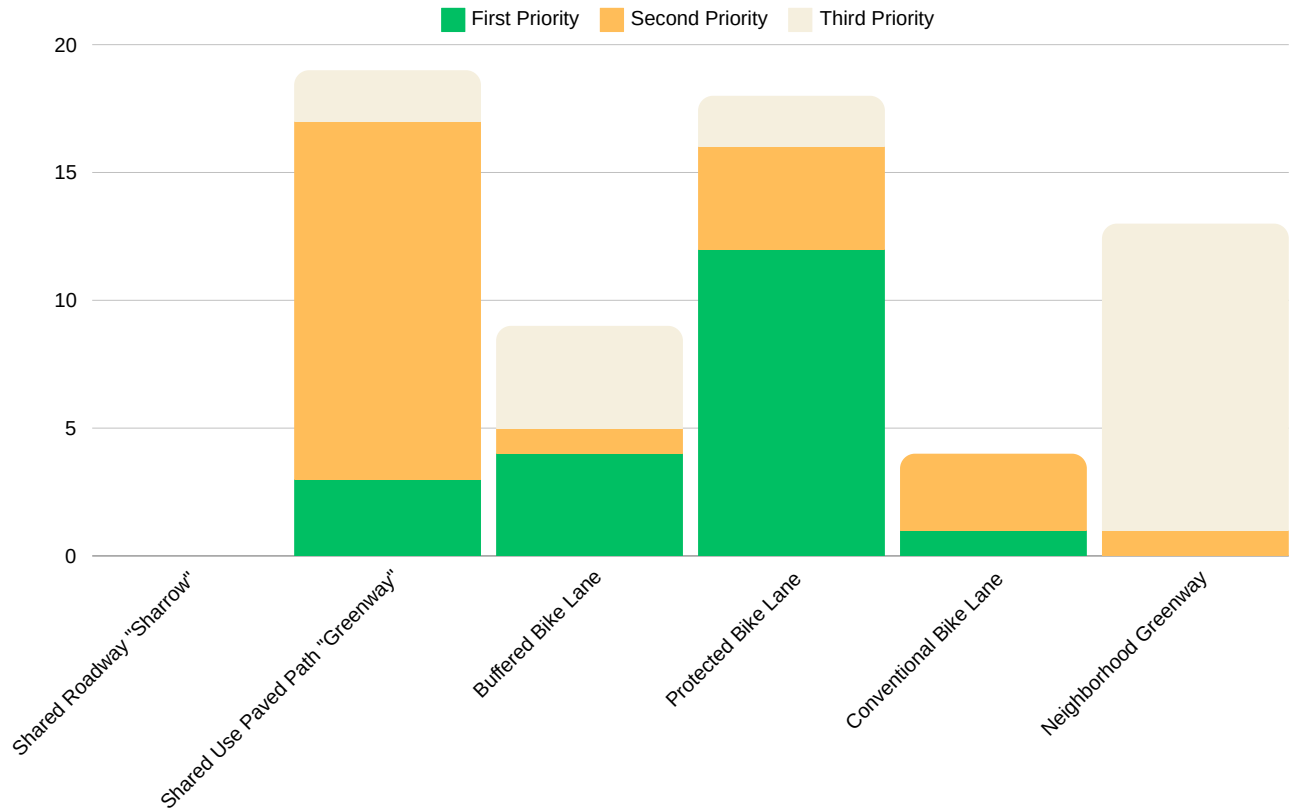
June 15, 2024





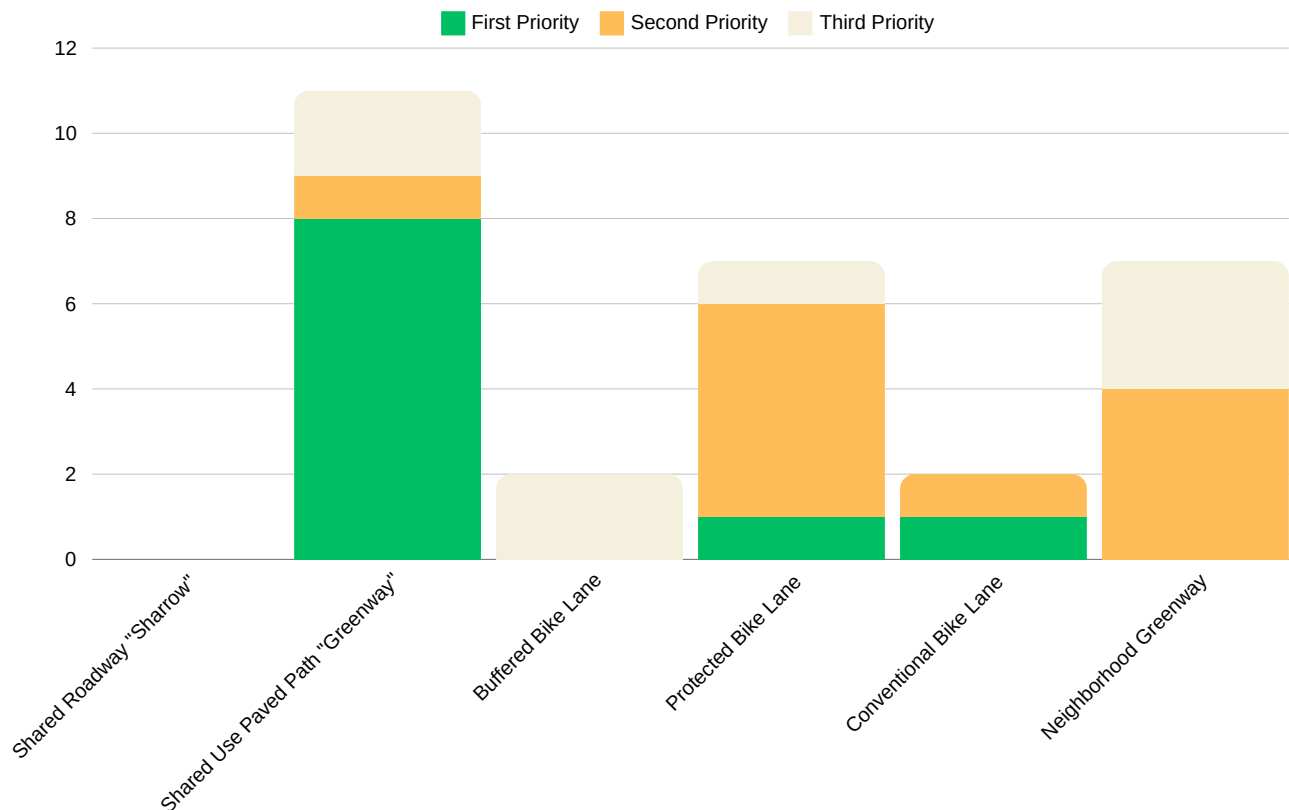
## Types of Places to Ride, Walk, & Roll

MLK Park  
October 3, 2023



## Types of Places to Ride, Walk, & Roll

Fianna  
October 4, 2023

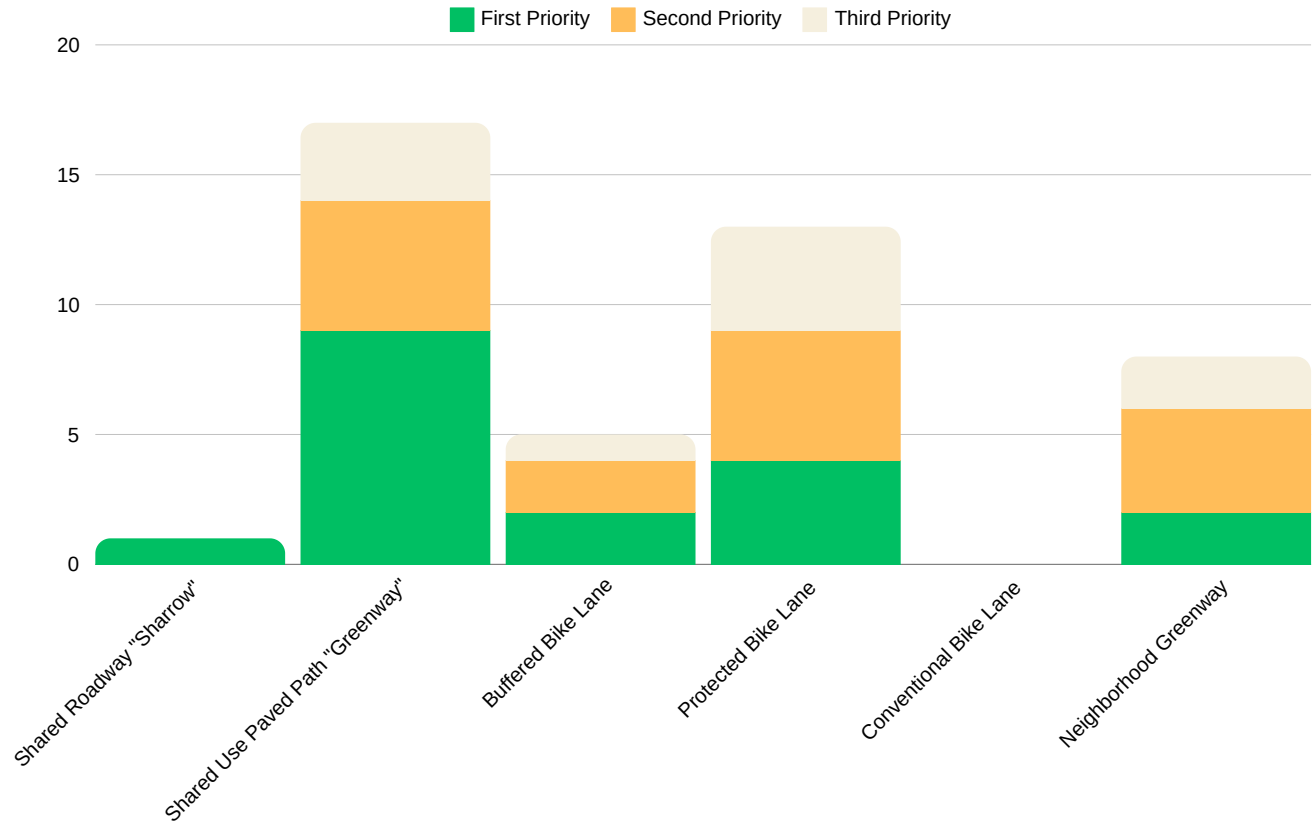




## Types of Places to Ride, Walk, & Roll

Stephens Boys & Girls Club

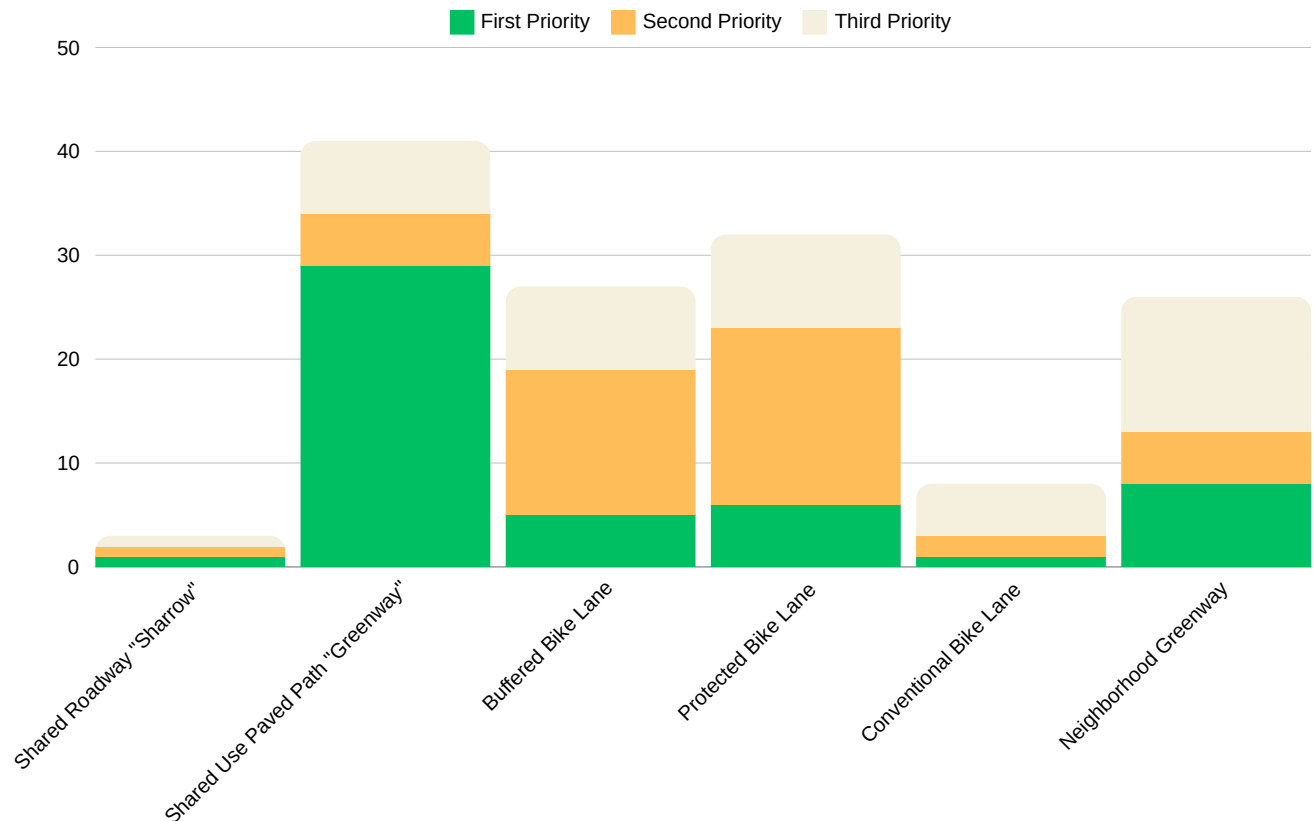
December 13, 2023



## Types of Places to Ride, Walk, & Roll

Goldtrap Boys & Girls Club

December 14, 2023

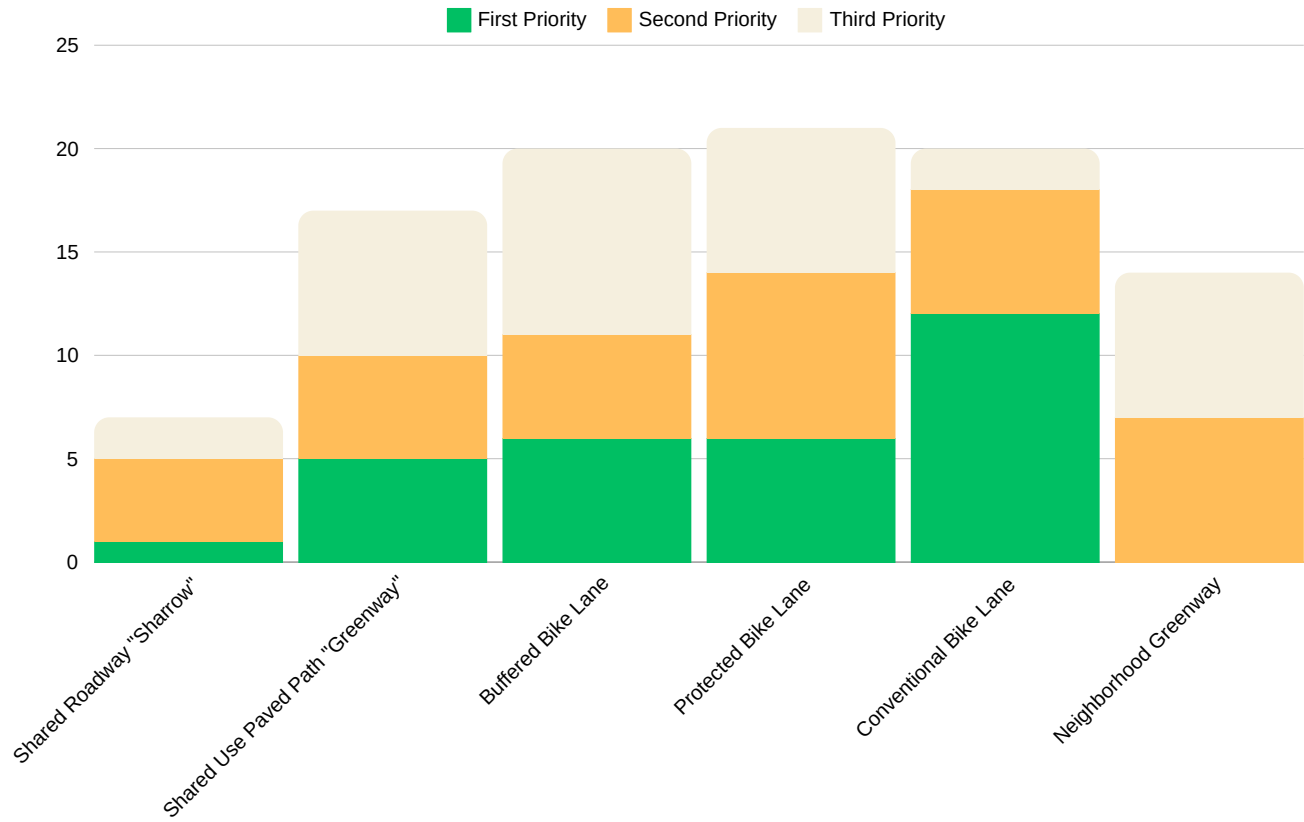




## Types of Places to Ride, Walk, & Roll

First Presbyterian Church

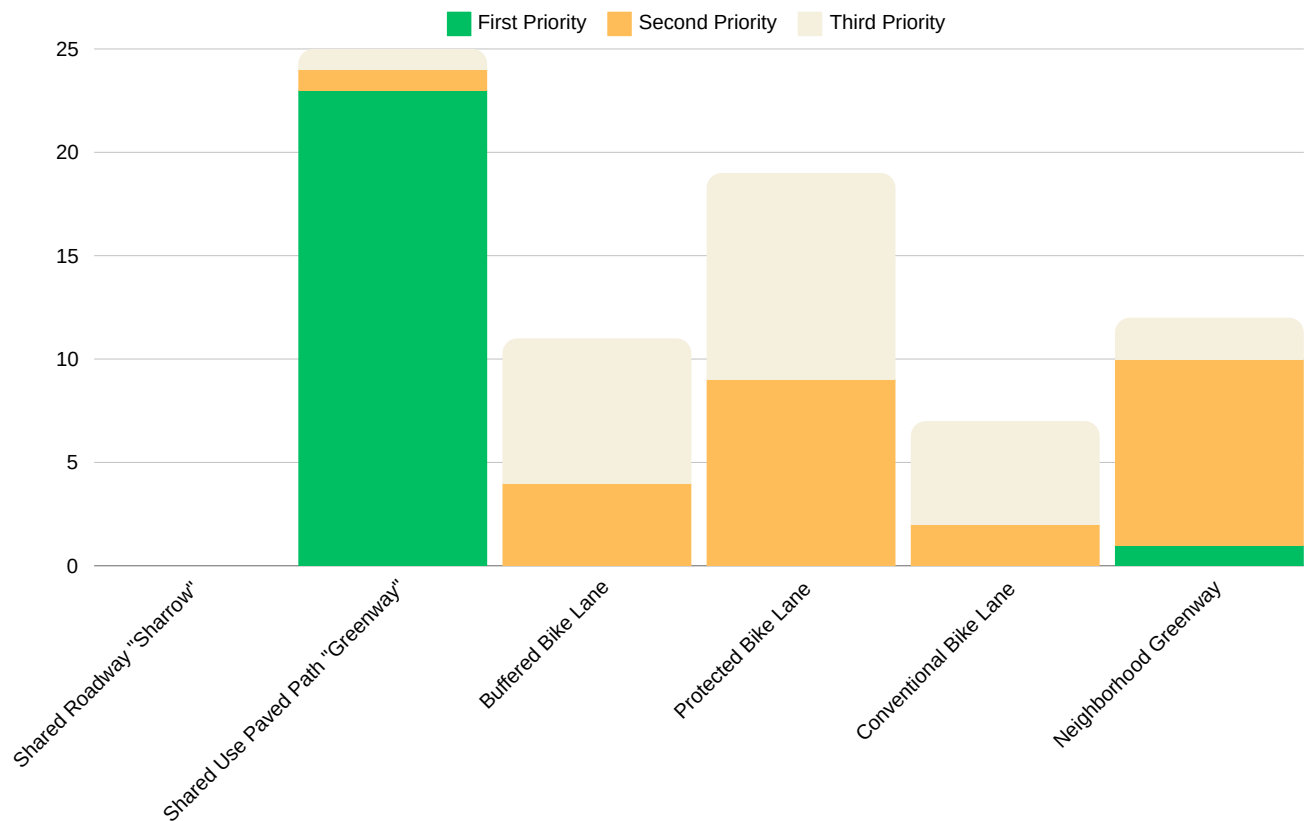
June 2, 2024



## Types of Places to Ride, Walk, & Roll

Levitt Music Series

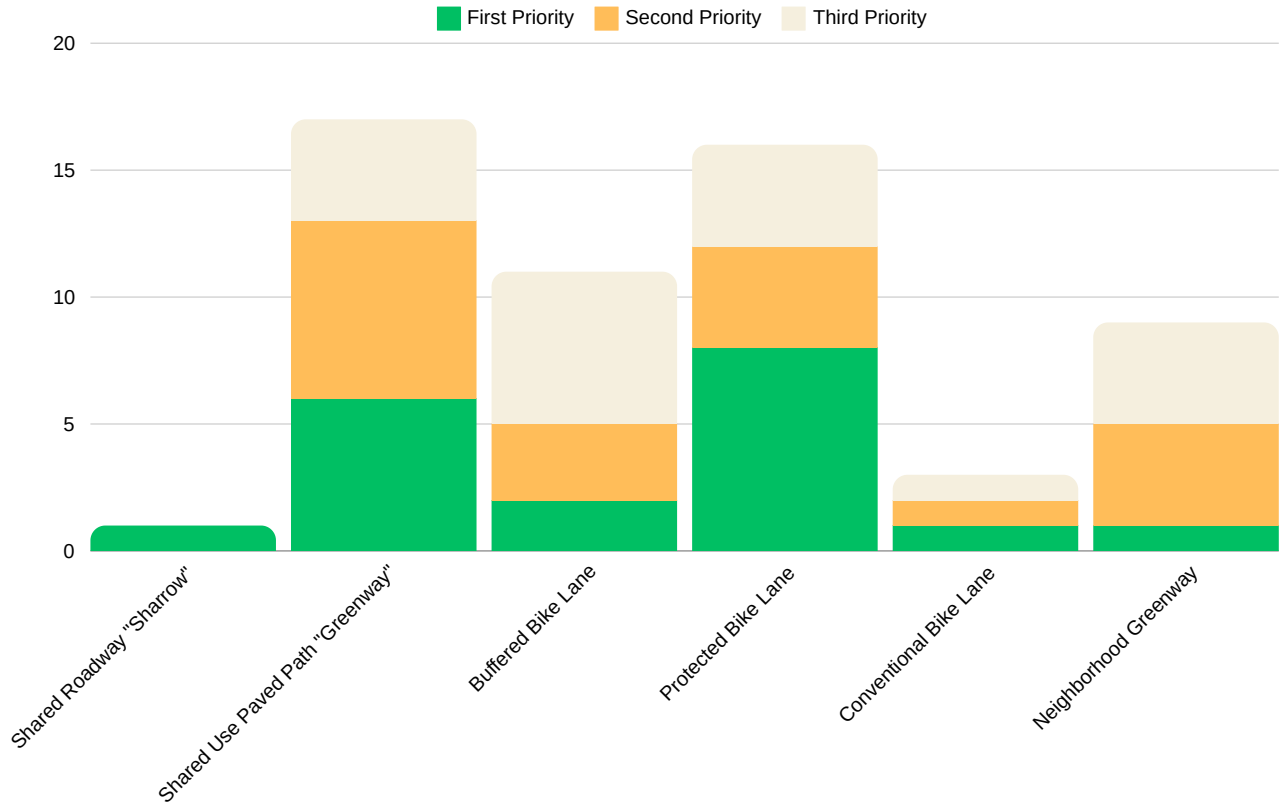
June 13, 2024





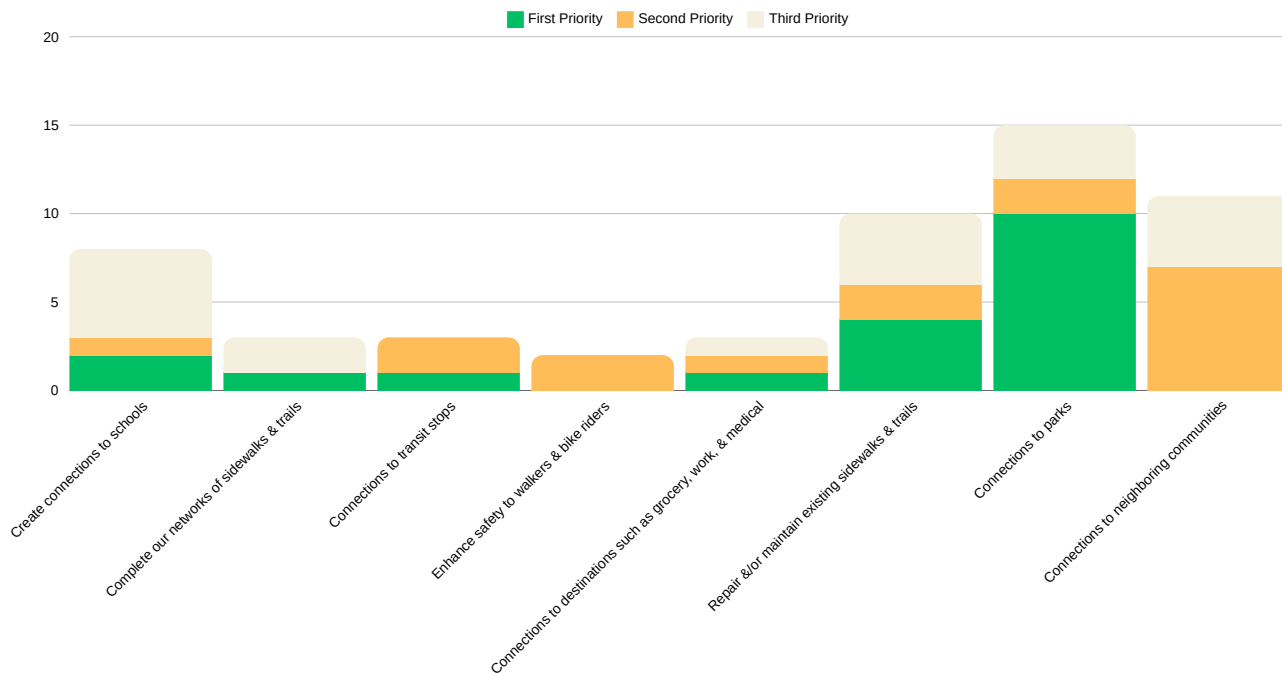
## Types of Places to Ride, Walk, & Roll

Fort Chaffee Artisan  
Market  
June 15, 2024



## My Priorities for Walking and Biking in Fort Smith

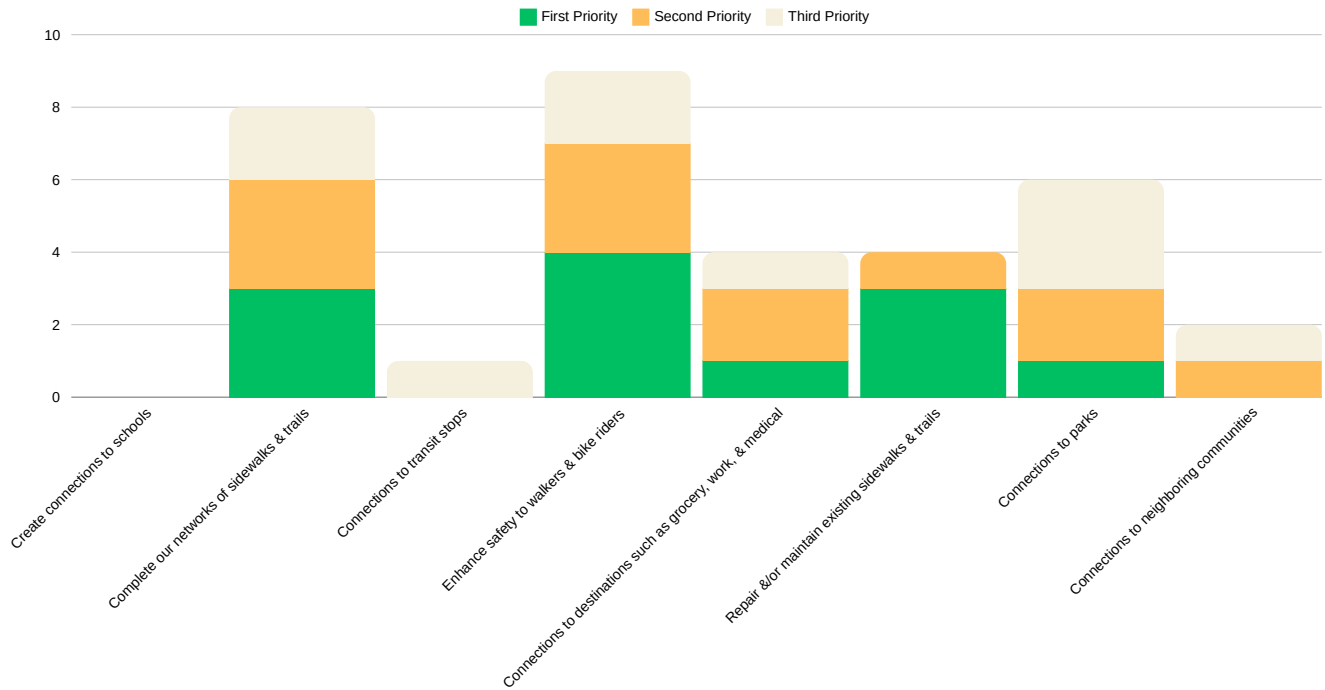
MLK Park  
October 3, 2023





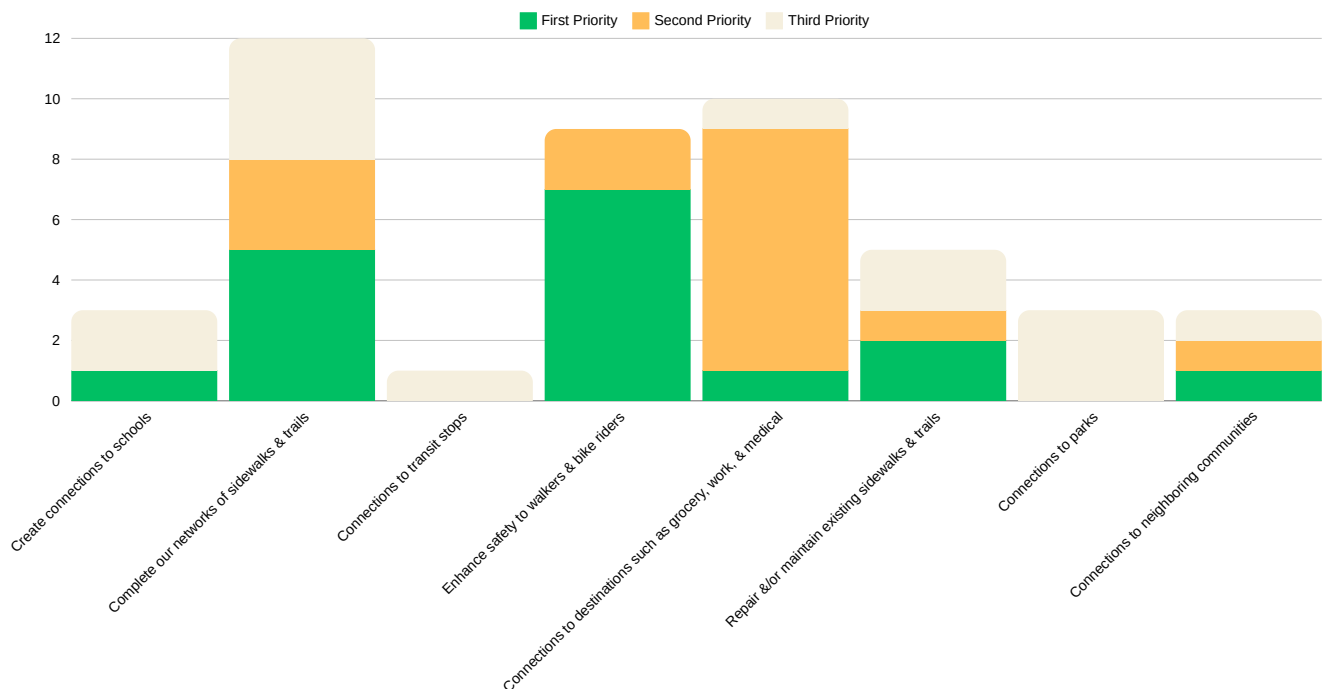
## My Priorities for Walking and Biking in Fort Smith

Fianna  
October 4, 2023



## My Priorities for Walking and Biking in Fort Smith

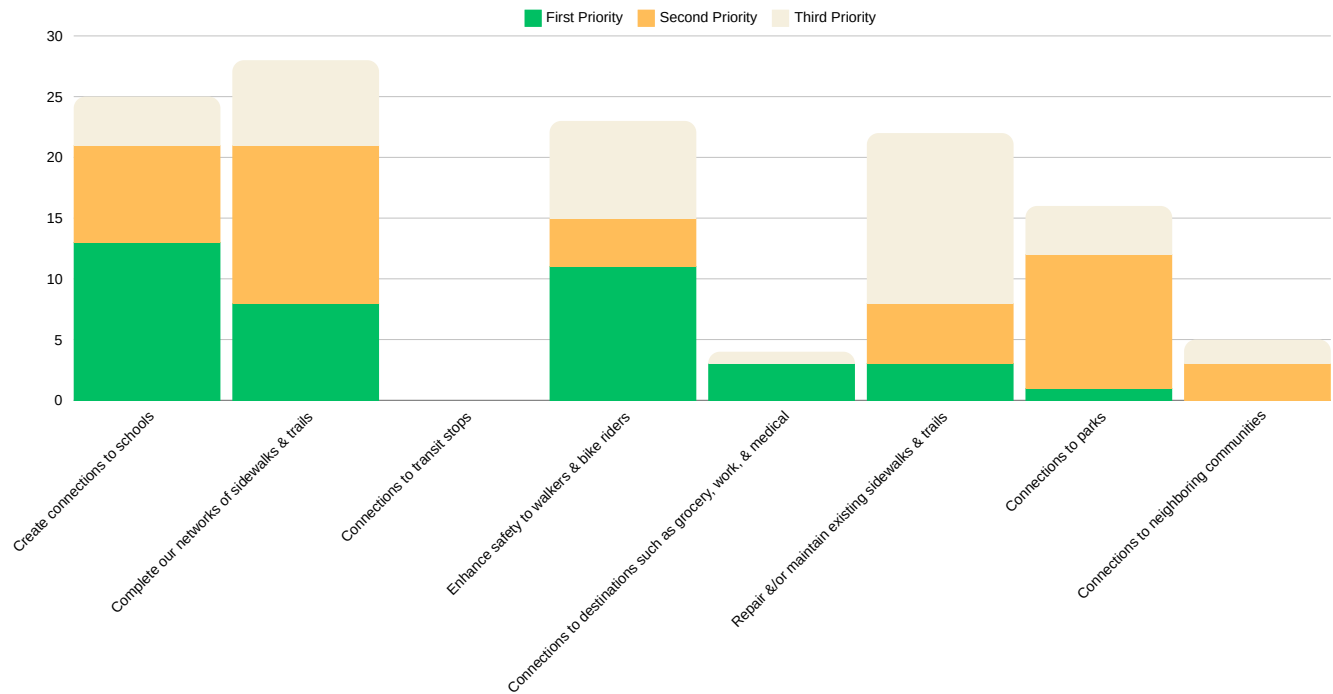
Stephens Boys & Girls  
Club  
December 13, 2023





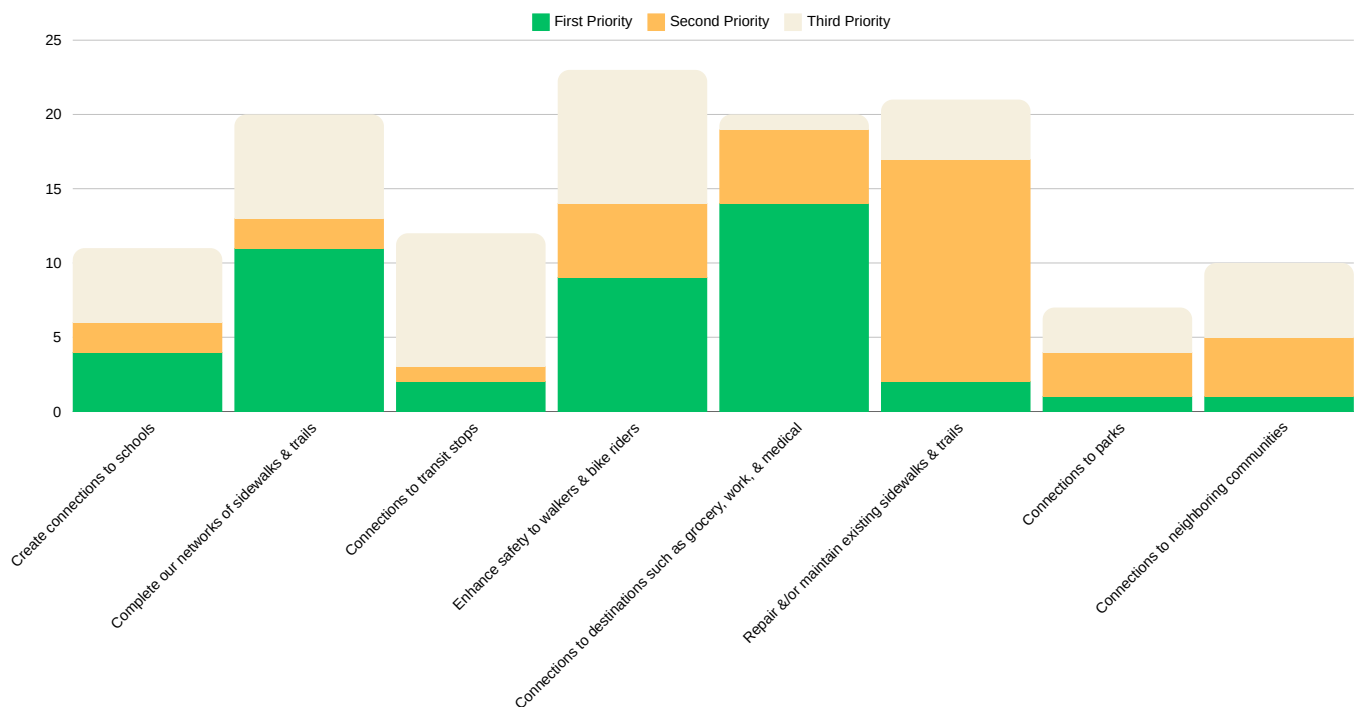
## My Priorities for Walking and Biking in Fort Smith

Goldtrap Boys & Girls  
Club  
December 14, 2023



## My Priorities for Walking and Biking in Fort Smith

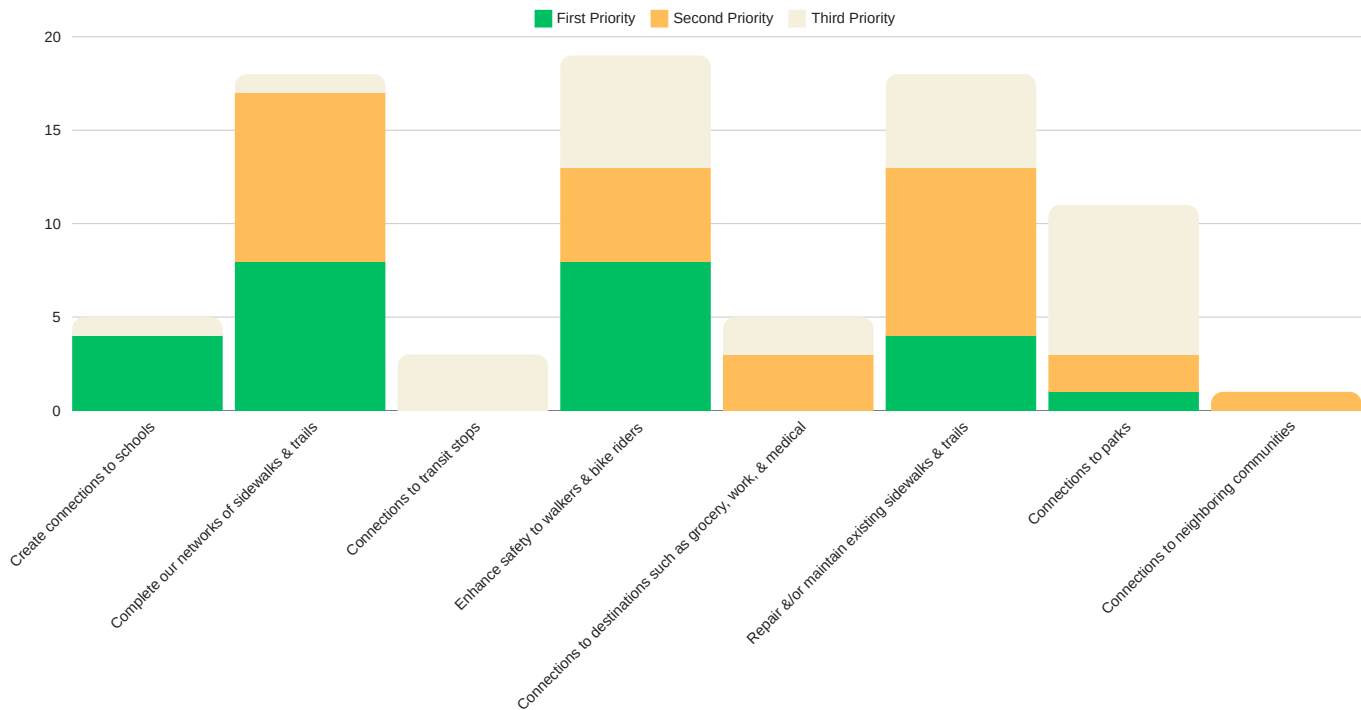
First Presbyterian  
Church  
June 2, 2024





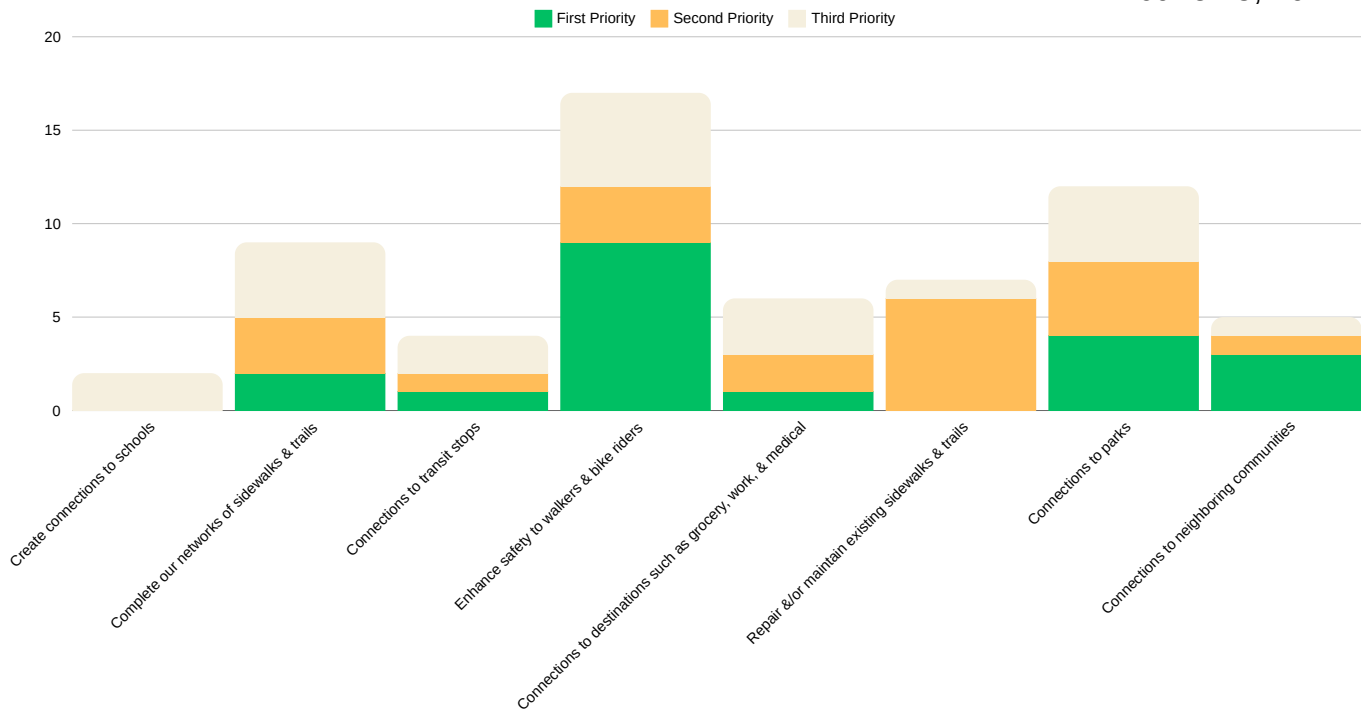
My Priorities for Walking and Biking in Fort Smith

Levitt Music Series  
June 13, 2024



My Priorities for Walking and Biking in Fort Smith

Fort Chaffee Artisan  
Market  
June 15, 2024







# Appendix D



# Level of Traffic Stress

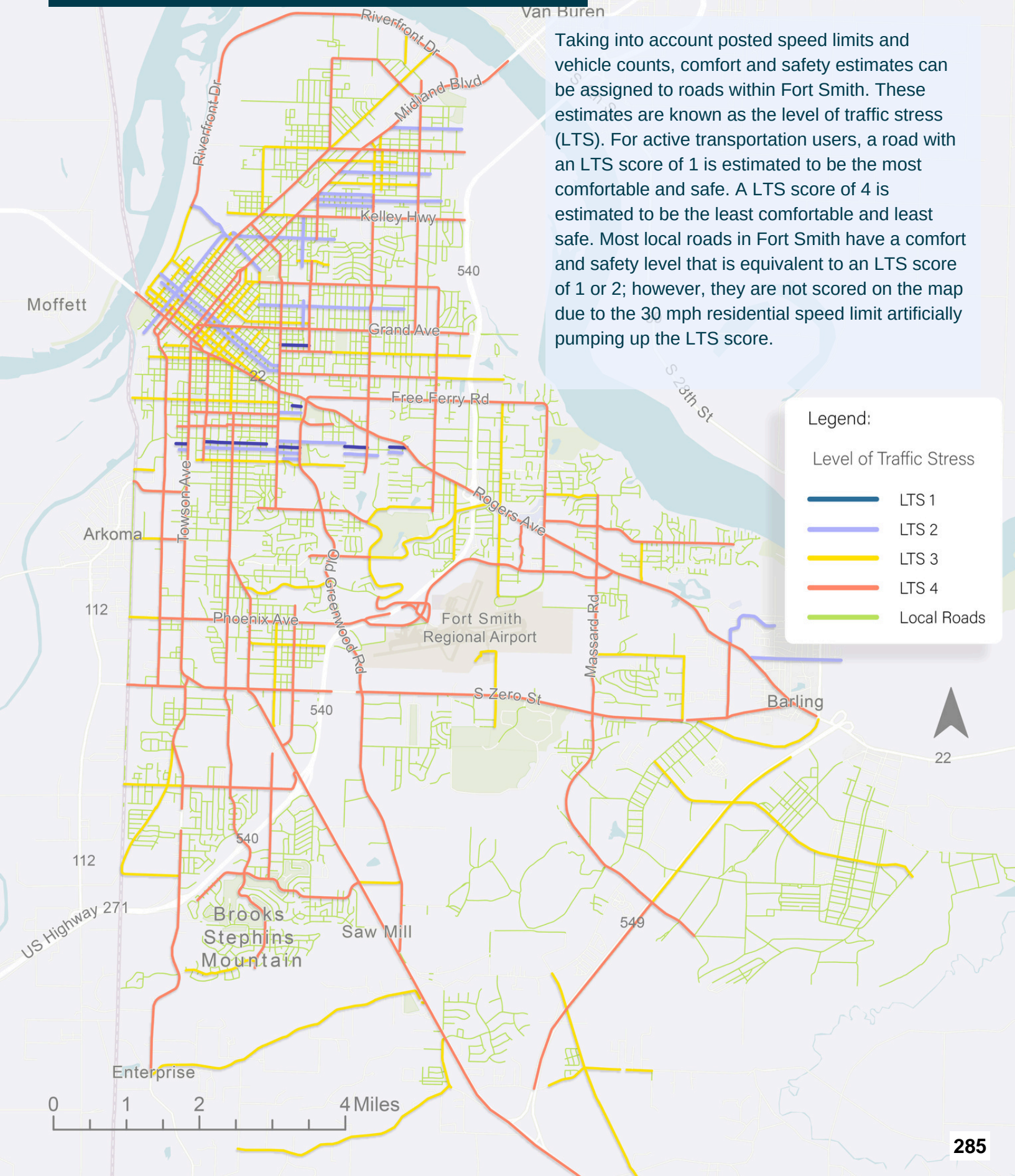
City of Fort Smith (2019)

Taking into account posted speed limits and vehicle counts, comfort and safety estimates can be assigned to roads within Fort Smith. These estimates are known as the level of traffic stress (LTS). For active transportation users, a road with an LTS score of 1 is estimated to be the most comfortable and safe. A LTS score of 4 is estimated to be the least comfortable and least safe. Most local roads in Fort Smith have a comfort and safety level that is equivalent to an LTS score of 1 or 2; however, they are not scored on the map due to the 30 mph residential speed limit artificially pumping up the LTS score.

## Legend:

### Level of Traffic Stress

- LTS 1
- LTS 2
- LTS 3
- LTS 4
- Local Roads







## MEMORANDUM

**TO:** Honorable Mayor and Board of Directors  
**FROM:** Carl E. Geffken, City Administrator  
**DATE:** September 3, 2024  
**SUBJECT:** Items related to Parrot Island Waterpark

### **SUMMARY**

The modification of the Parrot Island Water Park lease between the City and the County was tabled to the November 19 meeting. The County Judge and I have discussed options for the modification, but a potential modification to the existing lease has not been finalized. Administration recommends this be tabled indefinitely until an agreement is reached.

### **ATTACHMENTS**

1. [9-3-24\\_Item\\_1192\\_Resolution.pdf](#)
2. [Parrot Island Lease Agreement.pdf](#)
3. [Sebastian County Ordinance 2024-14.pdf](#)
4. [Lease Agreement with highlights for Parrot Island to City of Fort Smith.pdf](#)



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT AND  
AGREEMENT CONCERNING AQUATICS FACILITY AT BEN GEREN REGIONAL  
PARK BETWEEN THE CITY OF FORT SMITH AND SEBASTIAN COUNTY  
RELATIVE TO PARROT ISLAND WATERPARK**

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

**SECTION 1:** The attached Lease Agreement and Agreement Concerning Aquatics Facility at Ben Geren Regional Park ("Agreement") between the City of Fort Smith and Sebastian County regarding the real property described therein, which includes Parrot Island Waterpark, is hereby approved.

**SECTION 2:** The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the attached Agreement approved by Section 1 hereof.

**THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

*Approved as to Form:*



\_\_\_\_\_  
*No Publication Required*



LEASE AGREEMENT AND AGREEMENT CONCERNING  
AQUATICS FACILITY AT BEN GEREN REGIONAL PARK

This Lease Agreement and Agreement Concerning Aquatics Facility at Ben Geren Regional Park (“Agreement”) is made and entered into \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Fort Smith, Arkansas (the “City”) and Sebastian County, Arkansas (the “County”). The City and the County made be referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, pursuant to An Agreement Between the City of Fort Smith and Sebastian County Regarding Ben Geren Regional Park dated February 16, 2012 (“2012 Agreement”), and the 2013 Amendment to An Agreement Between the City of Fort Smith and Sebastian County Regarding Ben Geren Park (“2013 Amendment”), the City and the County entered into a joint undertaking for the construction of an aquatics facility (hereafter “Parrot Island Waterpark”) at Ben Geren Regional Park;

WHEREAS, the construction of Parrot Island Waterpark was completed on or about June 17, 2015;

WHEREAS, on or about July 26, 2018, the Parties entered into a Management Agreement with American Resort Management, LLC (“ARM”), for the operation and management of Parrot Island Waterpark;

WHEREAS, the County desires to lease to the City the real property described herein and relative to the operations of the Parrot Island Waterpark and otherwise assign control of Parrot Island Waterpark to the City.

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

1. The County hereby leases to the City for an annual payment of \$1.00 and the City hereby takes from the County, under the terms and conditions set forth herein, the hereinafter described tract of real property in which the County has a one-half ownership interest, and all improvements located on the hereinafter described tract of real property, located in the Fort Smith District of the County of Sebastian, State of Arkansas, to wit:

Part of Government Lot 2 of the Northwest Quarter of Section 6, Township 7 North, Range 31 West, part of Government Lots 1 and 2 of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 1, Township 7 North, Range 32 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Section 6; Thence along the West Line of said Section 6, S02°44’07”W, 329.53 feet to the southerly right-of-way of



Arkansas Highway 255 (Zero Street), said point also being the Point of Beginning; Thence along said right-of-way, S76°34'08"E, 1014.66 feet; Thence S18°28'41"W, 196.59 feet; Thence 296.12 feet along the arc of a curve to the right, said curve having a radius of 476.35 feet and being subtended by a chord having a bearing of S47°37'27"W and a distance of 291.38 feet; Thence 270.78 feet along the arc of a curve to the right, said curve having a radius of 409.78 feet and being subtended by a chord having a bearing of S80°29'14"W and a distance of 265.88 feet; Thence N72°43'59"W, 122.26 feet; Thence N62°56'17"W, 216.51 feet; Thence 283.44 feet along the arc of a curve to the left, said curve having a radius of 664.39 feet and being subtended by a chord having a bearing of N80°38'09"W and a distance of 281.30 feet; Thence S85°51'29"W, 156.20 feet; Thence 306.17 feet along the arc of a curve to the right, said curve having a radius of 539.66 feet and subtended by a chord having a bearing of N73°31'20"W and a distance of 302.08 feet; Thence N56°50'45"W, 281.99 feet; Thence 182.79 feet along the arc of a curve to the right, said curve having a radius of 159.38 feet and being subtended by a chord having a bearing of N23°59'21"W and a distance of 172.94 feet; Thence N12°21'14"E, 298.08 feet to said southerly right-of-way of Arkansas Highway 255; Thence along said right-of-way, 202.90 feet along the arc of a curve to the right, said curve having a radius of 11409.16 feet and being subtended by a chord having a bearing of S77°04'41"E and a distance of 202.90 feet; Thence continuing along said right-of-way, S76°34'08"E, 648.03 feet to the Point of Beginning, containing 20.78 acres, more or less.

The above property, together with improvements located thereon, may be referred to as the "Leased Premises." The Leased Premises are depicted on Exhibit "A" attached hereto.

2. The County hereby assigns to the City all of the County's rights to control, manage or operate Parrot Island Waterpark, including all improvements related thereto, or any similar public aquatics facility located on the Leased Premises.

3. The City shall use the Leased Premises for the operation of the Parrot Island Waterpark. The City is responsible for all costs associated with operations, maintenance and improvements of the Leased Premises. The City can take any and all actions it deems prudent or necessary, without notice to or approval of the County, relative to the operations, maintenance and improvements of the Leased Premises, including the construction of additional improvements on the Lease Premises. The City shall maintain the Leased Premises so as to return same to the County upon the termination of this Agreement in the same condition as they now exist, subject to ordinary wear and tear.

4. The County agrees to make additional real property available for the construction of parking facilities for the operation of Parrot Island Waterpark, or other public aquatics facilities located on the Leased Premises, upon request by the City and a showing of a reasonable need for such parking facilities.

5. Upon termination of the Management Agreement, the City, in its sole discretion and authority, may contract the operation and management of Parrot Island Waterpark to a third party.



6. The City shall be solely responsible for any net operating loss from the operation of Parrot Island Waterpark and the City shall be solely entitled to any net operating profit from the operation of Parrot Island Waterpark.

7. The City agrees to provide all County employees any discounts and promotions relative to Parrot Island Waterpark which the City provides to its own employees.

8. The County hereby assigns and transfers to the City any and all rights the County has under the Management Agreement between the Parties and ARM.

9. In the event there is a conflict with the terms of this Agreement and the terms of the 2012 Agreement and/or the 2013 Amendment, the terms of this Agreement shall control. Except as expressly set forth herein, the 2012 Agreement and 2013 Amendment remain in full force and effect.

10. Unless terminated earlier by the City, this Agreement shall continue in effect so long as the Leased Premises are used in the operations of Parrot Island Waterpark or other similar public aquatics facility. This Agreement shall terminate upon the permanent closure of Parrot Island Waterpark or other similar public aquatics facility located on the Leased Premises and, in such event, the Parties shall share equally in the costs to demolish, clean-up, and/or remediate any improvements on the Leased Premises. In addition, the City has the right to terminate this Agreement upon six months' written notice to the County, irrespective of any permanent closure of the Parrot Island Waterpark.

11. The Leased Premises shall be subject to the park rules of the City of Fort Smith codified in Article III of Chapter 18 of the Fort Smith Code. The City reserves the right to adopt and implement additional park rules and regulations at any time during the term of this Agreement.

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

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

Sebastian County  
Office of County Judge  
35 South 6<sup>th</sup> Street, Room 106  
Fort Smith, AR 72901

13. Either party to this Agreement may provide notice to the other at the addresses indicated in paragraph 12 above, that the party deems the other party to be in violation of the Agreement.



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

(b) In the event the meeting of the Parties pursuant to the procedures in subparagraph (a) above does not resolve the alleged violation, either party may pursue any available judicial remedy. Upon final determination that the other party is in violation of this Agreement, either party shall have the right to terminate this Agreement on seven (7) days' notice to the other.

14. No party to this Agreement waives or forfeits the right to take action as may be necessary to insure compliance with this Agreement by any prior failure to act.

THIS AGREEMENT EXECUTED as of the date first set forth above on behalf of the City of Fort Smith, Arkansas by the Mayor thereof and on behalf of Sebastian County, Arkansas by the County Judge thereof.

CITY OF FORT SMITH, ARKANSAS

By: \_\_\_\_\_  
Mayor

ATTESTED:

\_\_\_\_\_  
City Clerk

SEBASTIAN COUNTY, ARKANSAS

By: \_\_\_\_\_  
County Judge

ATTESTED:

\_\_\_\_\_  
County Clerk



## Exhibit A - Lease Area



8/1/2024, 10:28:49 AM

 Fort Smith City Limits

 Roads

Red: Band\_1

Green: Band\_2

Blue: Band\_3



1:8,087  
0 0.05 0.1 0.2 mi  
0 0.07 0.15 0.3 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri



**EMERGENCY ORDINANCE NO. 2024-14**

“BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF SEBASTIAN, STATE OF ARKANSAS; AN EMERGENCY ORDINANCE TO BE ENTITLED.”

AN ORDINANCE AUTHORIZING THE COUNTY JUDGE TO ENTER INTO A LEASE AGREEMENT ON BEHALF OF SEBASTIAN COUNTY WITH THE CITY OF FORT SMITH REGARDING THE AQUATICS FACILITY AT BEN GEREN REGIONAL PARK.

Section 1. The Quorum Court hereby authorizes the County Judge to enter into a lease agreement concerning the Aquatics facility at Ben Geren Regional Park with the City of Fort Smith, a copy of said agreement, attached hereto and made a part hereof.

Dated: 8/20/2024

Approved:   
County Judge

Attest:   
County Clerk



LEASE AGREEMENT AND AGREEMENT CONCERNING  
AQUATICS FACILITY AT BEN GEREN REGIONAL PARK

This Lease Agreement and Agreement Concerning Aquatics Facility at Ben Geren Regional Park ("Agreement") is made and entered into 20th day of August, 2024 by and between the City of Fort Smith, Arkansas (the "City") and Sebastian County, Arkansas (the "County"). The City and the County made be referred to collectively as the "Parties."

WITNESSETH

WHEREAS, pursuant to An Agreement Between the City of Fort Smith and Sebastian County Regarding Ben Geren Regional Park dated February 16, 2012 ("2012 Agreement"), and the 2013 Amendment to An Agreement Between the City of Fort Smith and Sebastian County Regarding Ben Geren Park ("2013 Amendment"), the City and the County entered into a joint undertaking for the construction of an aquatics facility (hereafter "Parrot Island Waterpark") at Ben Geren Regional Park;

WHEREAS, the construction of Parrot Island Waterpark was completed on or about June 17, 2015;

WHEREAS, on or about July 26, 2018, the Parties entered into a Management Agreement with American Resort Management, LLC ("ARM"), for the operation and management of Parrot Island Waterpark;

WHEREAS, the County desires to lease to the City the real property described herein and relative to the operations of the Parrot Island Waterpark and otherwise assign control of Parrot Island Waterpark to the City.

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

1. The County hereby leases to the City for an annual payment of \$1.00 and the City hereby takes from the County, under the terms and conditions set forth herein, the hereinafter described tract of real property in which the County has a one-half ownership interest, and all improvements located on the hereinafter described tract of real property, located in the Fort Smith District of the County of Sebastian, State of Arkansas, to wit:

Part of Government Lot 2 of the Northwest Quarter of Section 6, Township 7 North, Range 31 West, part of Government Lots 1 and 2 of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 1, Township 7 North, Range 32 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Section 6; Thence along the West Line of said Section 6, S02°44'07"W, 329.53 feet to the southerly right-of-way of Arkansas Highway 255 (Zero Street), said point also being the Point of Beginning; Thence along said right-of-way, S76°34'08"E, 1014.66 feet; Thence



S18°28'41"W, 196.59 feet; Thence 296.12 feet along the arc of a curve to the right, said curve having a radius of 476.35 feet and being subtended by a chord having a bearing of S47°37'27"W and a distance of 291.38 feet; Thence 270.78 feet along the arc of a curve to the right, said curve having a radius of 409.78 feet and being subtended by a chord having a bearing of S80°29'14"W and a distance of 265.88 feet; Thence N72°43'59"W, 122.26 feet; Thence N62°56'17"W, 216.51 feet; Thence 283.44 feet along the arc of a curve to the left, said curve having a radius of 664.39 feet and being subtended by a chord having a bearing of N80°38'09"W and a distance of 281.30 feet; Thence S85°51'29"W, 156.20 feet; Thence 306.17 feet along the arc of a curve to the right, said curve having a radius of 539.66 feet and subtended by a chord having a bearing of N73°31'20"W and a distance of 302.08 feet; Thence N56°50'45"W, 281.99 feet; Thence 182.79 feet along the arc of a curve to the right, said curve having a radius of 159.38 feet and being subtended by a chord having a bearing of N23°59'21"W and a distance of 172.94 feet; Thence N12°21'14"E, 298.08 feet to said southerly right-of-way of Arkansas Highway 255; Thence along said right-of-way, 202.90 feet along the arc of a curve to the right, said curve having a radius of 11409.16 feet and being subtended by a chord having a bearing of S77°04'41"E and a distance of 202.90 feet; Thence continuing along said right-of-way, S76°34'08"E, 648.03 feet to the Point of Beginning, containing 20.78 acres, more or less.

The above property, together with improvements located thereon, may be referred to as the "Leased Premises." The Leased Premises map is depicted on Exhibit "A" attached hereto.

2. The County hereby assigns to the City all of the County's rights to control, manage or operate Parrot Island Waterpark, including all improvements related thereto, or any similar public aquatics facility located on the Leased Premises.

3. The City shall use the Leased Premises for the operation of the Parrot Island Waterpark. The City is responsible for all costs associated with operations, maintenance and improvements of the Leased Premises. The City is hereby entitled to take any and all actions it deems prudent or necessary, without notice to or approval of the County, relative to the operations, maintenance and improvements of the Leased Premises, including the construction of additional improvements on the Lease Premises. The City shall maintain the Leased Premises so as to return same to the County upon the termination of this Agreement in the same condition as they now exist, subject to ordinary wear and tear.

4. The County agrees to consider expanding the boundaries of Parrot Island Waterpark property, whether it be for waterpark attractions or parking, if requested by the City. Should the Quorum Court approve the proposed expansion, the County will enter into an agreement to share ownership of said additional real property with the City on a joint ownership 50/50 basis at no cost to the City, until such time as the waterpark ceases to function, at which time 100% ownership of said real property will revert to the County. The total cost of the expansion will be borne by the City. Should an expansion occur, the County will allow annexation of said real property following the terms of the 2012 agreement.



5. Upon termination of the Management Agreement, the City, in its sole discretion and authority, may contract the operation and management of Parrot Island Waterpark to a third party.

6. The City shall be solely responsible for any net operating loss from the operation of Parrot Island Waterpark, or other similar public aquatics facility located on the Leased Premises, and the City shall be solely entitled to any net operating profit from the operation of Parrot Island Waterpark, or other similar public aquatics facility located on the Leased Premises.

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11. The Leased Premises shall be subject to the park rules of the City of Fort Smith codified in Article III of Chapter 18 of the Fort Smith Code. The City reserves the right to adopt and implement additional park rules and regulations within the Aquatic Park at any time during the term of this Agreement.

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

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P. O. Box 1908  
Fort Smith, AR 72902



Sebastian County  
Office of County Judge  
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Fort Smith, AR 72901

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

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14. No party to this Agreement waives or forfeits the right to take action as may be necessary to insure compliance with this Agreement by any prior failure to act.

THIS AGREEMENT EXECUTED as of the date first set forth above on behalf of the City of Fort Smith, Arkansas by the Mayor thereof and on behalf of Sebastian County, Arkansas by the County Judge thereof.


CITY OF FORT SMITH, ARKANSAS

By: \_\_\_\_\_  
Mayor

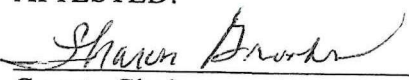
ATTESTED:

\_\_\_\_\_  
City Clerk

SEBASTIAN COUNTY, ARKANSAS

By:   
County Judge

ATTESTED:

  
County Clerk







LEASE AGREEMENT AND AGREEMENT CONCERNING  
AQUATICS FACILITY AT BEN GEREN REGIONAL PARK

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WITNESSETH

WHEREAS, pursuant to An Agreement Between the City of Fort Smith and Sebastian County Regarding Ben Geren Regional Park dated February 16, 2012 ("2012 Agreement"), and the 2013 Amendment to An Agreement Between the City of Fort Smith and Sebastian County Regarding Ben Geren Park ("2013 Amendment"), the City and the County entered into a joint undertaking for the construction of an aquatics facility (hereafter "Parrot Island Waterpark") at Ben Geren Regional Park;

WHEREAS, the construction of Parrot Island Waterpark was completed on or about June 17, 2015;

WHEREAS, on or about July 26, 2018, the Parties entered into a Management Agreement with American Resort Management, LLC ("ARM"), for the operation and management of Parrot Island Waterpark;

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

1. The County hereby leases to the City for an annual payment of \$1.00 and the City hereby takes from the County, under the terms and conditions set forth herein, the hereinafter described tract of real property in which the County has a one-half ownership interest, and all improvements located on the hereinafter described tract of real property, located in the Fort Smith District of the County of Sebastian, State of Arkansas, to wit:

Part of Government Lot 2 of the Northwest Quarter of Section 6, Township 7 North, Range 31 West, part of Government Lots 1 and 2 of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 1, Township 7 North, Range 32 West, Sebastian County, Arkansas, being more particularly described as follows:

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THIS AGREEMENT EXECUTED as of the date first set forth above on behalf of the City of Fort Smith, Arkansas by the Mayor thereof and on behalf of Sebastian County, Arkansas by the County Judge thereof.

CITY OF FORT SMITH, ARKANSAS

By: \_\_\_\_\_  
Mayor

ATTESTED:

\_\_\_\_\_  
City Clerk

SEBASTIAN COUNTY, ARKANSAS

By: \_\_\_\_\_  
County Judge

ATTESTED:

\_\_\_\_\_  
County Clerk





## MEMORANDUM

**TO:** Carl E. Geffken, City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Jeff Dingman, Deputy City Administrator  
**DATE:** October 30, 2024  
**SUBJECT:** Amendment to OVG Facilities' management agreement regarding off-site catering services

### **SUMMARY**

The City of Fort Smith entered into a Management Agreement with OVG Facilities, LLC for the operation and maintenance of the Fort Smith Convention Center as authorized by Resolution No. R-143-20 dated November 10, 2020. Incorporated into the agreement were provisions for establishing a commercial kitchen and full-scale on-site Food & Beverage/catering services. As an extension of services offered to customers of the Fort Smith Convention Center, OVG Facilities, LLC finds it desirable to offer off-site catering services to its clients when requested.

OVG Facilities, LLC is experienced and equipped to manage off-site catering, although some additional equipment may be needed. This subject was discussed at the October 29 study session with the Board, and it was clarified that the amendment document has been reviewed and approved by legal departments on both sides. A healthy discussion occurred and two directors asked that the agreement be placed on the next regular agenda for consideration. The proposed First Amendment agreement and an adopting resolution were further discussed at the November 4, 2024 regular meeting, where the Board tabled the item and directed staff to consider language to specify that off-site catering must directly support events at the FSCC. Such language has been added and is indicated in red type on the attachment. OVG has approved the added language.

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

### **ATTACHMENTS**

1. [20241104\\_Resolution\\_-\\_Authorizing\\_OVG\\_Agreement\\_Amendment.pdf](#)
2. [20241119 OVG Agreement Amendment - Offsite catering - revised.pdf](#)



## RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE FIRST  
AMENDMENT TO THE MANAGEMENT AGREEMENT WITH OVG  
FACILITIES, LLC REGARDING OFF-SITE CATERING SERVICES

WHEREAS, the City of Fort Smith entered into a Management Agreement with OVG Facilities, LLC on December 1, 2020, as authorized by Resolution No. R-143-20 approved November 10, 2020, to which the City granted OVG Facilities, LLC the exclusive right to manage and operate the Fort Smith Convention Center; and

WHEREAS, in addition to the on-site food & beverage program OVG Facilities, LLC has incorporated into the facility, the City and OVG Facilities, LLC desire that OVG be permitted to offer off-site catering services in connection with its provision of services under the Management Agreement.

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

SECTION 1: The First Amendment to the Management Agreement with OVG Facilities, LLC regarding off-site catering services, as attached hereto and incorporated herein, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute such First Amendment referenced in Section 1.

This Resolution adopted this \_\_\_\_ day of November, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:



\_\_\_\_\_  
City Attorney

NPR



## FIRST AMENDMENT TO THE MANAGEMENT AGREEMENT

This First Amendment to the Management Agreement (this “**First Amendment**”) is effective as of July 1, 2024 (the “**First Amendment Effective Date**”) between OVG Facilities, LLC d/b/a Oak View Group (“**Manager**”), and (ii) City of Fort Smith, Arkansas (“**Client**”).

### RECITALS

1. Manager and Client are parties to that certain Management Agreement dated as of December 1, 2020, (the “**Agreement**”) pursuant to which the Client granted to Manager the exclusive right to manage and operate the Facility, including the provision of food and beverage services at the Facility (as defined in the Agreement).

2. Client has determined that Manager shall be permitted to perform certain off-site catering services in connection with its provision of services under the Agreement.

3. Client and Manager desire to incorporate terms applicable to such off-site catering services, and otherwise amend the Agreement, as described pursuant to the terms hereof.

**NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:**

1. **Definitions.** All of the defined terms and definitions set forth in the Agreement shall apply to and are incorporated into this First Amendment, except that any modifications thereto and/or all other defined terms and definitions set forth in this First Amendment shall apply.

2. **New Section 2.3 Regarding Off-Site Catering Services.** The parties have agreed to incorporate terms applicable to the desired off-site catering services, by including a new Section 2.3 of the Agreement as set forth below:

“Section 2.3 Off-Site Catering. Client grants Manager the right to provide its food and beverage catering in connection with certain off-site events **that directly support events at the Facility** (the “**Off-Site Catering Events**”), subject to the following terms. All Off-Site Catering Events shall be performed using Facility materials, including on-site food and beverage inventory and equipment, with costs thereof to be Food and Beverage Expenses, and all revenue generated from such Off-Site Catering Events shall be considered Gross Food and Beverage Revenue. Manager shall develop a form agreement for all Off-Site Catering Events which shall be subject to Client’s review and approval.”

3. **Modification of Section 17.7 of the Agreement.** The notice addresses provided for in Section 17.7 of the Agreement shall be amended and modified to read as follows:

If to Client:  City of Fort Smith City Administrator PO Box 1908 Fort Smith, AR 72902	If to Manager:  Oak View Group 5050 S. Syracuse Street, Suite 800 Denver, CO 80237 Attn: President, OVG360 Venue Management
<i>With a copy to:</i>	<i>With a copy to:</i>



Colby Roe Daily & Woods, PLLC P.O. Box 1446 Fort Smith, AR 72902	Oak View Group – OVG360 5050 S. Syracuse Street, Suite 800 Denver, CO 80237 Attn: OVG360 Legal Department Email: <a href="mailto:OVG360Legal@oakviewgroup.com">OVG360Legal@oakviewgroup.com</a>
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4. **Modification of Section 17.5 of the Agreement.** The parties have agreed to modify the assignment provision in the Agreement. Accordingly, Section 17.5 of the Agreement shall be deleted in its entirety and replaced with the following:

“Section 17.5 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; however, Manager or Client may, without the prior written consent of the other, assign this Agreement and/or its rights and obligations hereunder (i) to any person or entity who succeeds (whether by merger, consolidation or sale of assets or equity or the like) to all or substantially all of the business and properties of such party, or (ii) in connection with a corporate restructuring, to any person who is an owner, parent, subsidiary or affiliate of such party, and who carries on the business of such party in substantially the same manner. Any assignee of Manager or Client pursuant to the preceding sentence must agree in writing to assume the assignor’s obligations hereunder, in whole or in part (as applicable), in order for such assignment to become effective. This Agreement shall be binding on the parties’ successors and permitted assigns.”

5. **Modification of Exhibit C of the Agreement.** The parties have agreed to add the off-site catering services as part of the term “Services” as defined in Section 2.1 of the Agreement. Accordingly, Exhibit C of the Agreement is hereby amended to add the following new subsection (y):

“y) Subject to the terms and conditions set forth herein, manage the Off-Site Catering Events, including but not limited to food preparation and service.”

6. **Incorporation of Agreement.** The modifications, amendments and additions to the Agreement described herein, and the defined terms set forth in this First Amendment, shall be incorporated into the Agreement as of the First Amendment Effective Date.

7. **Continuation of Terms of Agreement.** This First Amendment and the Agreement are to be read together and *in pari materia* but to the extent of any inconsistency between any term of this First Amendment and any term of the Agreement, the terms of this First Amendment shall control and prevail. Except as otherwise specifically modified and amended by this First Amendment as of the First Amendment Effective Date, all of the terms and conditions of the Agreement shall continue to be binding and effective.

8. **Counterparts.** This First Amendment may be executed in two or more counterparts, each of which shall be considered an original.

9. **Entire Agreement.** This First Amendment constitutes the entire understanding of the parties with respect to modifications and amendments described herein.

10. **Applicable Law.** This First Amendment shall be construed and interpreted in accordance with the laws of the State of Arkansas, without regard to conflict of laws.



11. **Authority.** The parties acknowledge, warrant and represent that each has the full right, authority and power to enter into this First Amendment. The parties further acknowledge, warrant and represent that the execution by the individuals noted below for such party, and the delivery and performance by the parties of this First Amendment has been and/or shall be duly authorized by all necessary action of the parties and no other action on the part of the respective parties is required in connection therewith and that this First Amendment and each agreement, document and instrument executed and delivered pursuant to this First Amendment constitutes, or when executed and delivered will constitute, valid and binding obligations of the respective parties enforceable in accordance with their terms.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be executed as of the First Amendment Effective Date.

**CITY OF FORT SMITH**

**OVG FACILITIES, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Brian Rothenberg

Print Title: \_\_\_\_\_

Print Title: President & Secretary





## MEMORANDUM



**TO:** Carl E. Geffken, City Administrator

**CC:** Jeff Dingman, Deputy City Administrator; Maggie Rice, Deputy City Administrator

**FROM:** Joshua D. Robertson, Director of Citizen & City Services

**DATE:** October 29, 2024

**SUBJECT:** Ratifying the Climate Pollution Reduction Grant Memorandums of Agreement

### **SUMMARY**

The purpose of this resolution is to secure the Board's approval to ratify the City's Memorandums of Agreement (MOAs) with the Arkansas Department of Energy and Environment (E&E), Metroplan, and the Northwest Arkansas Planning Commission, affirming the City's commitment to the Climate Pollution Reduction Grant (CPRG) Program. Since April 2023, the City has taken critical steps, beginning with a Notice of Intent to participate in the CPRG Program, which led to our receiving over \$440,000 in regional funding under the E&E MOA for key initiatives such as the Alleyway Rehabilitation Project and workforce development. Additionally, City staff developed an Energy & Environment Innovation Plan to support project initiatives for the CPRG Implementation Grant application and as required by the E&E MOA.

In February 2024, Fort Smith joined the Arkansas Tri-Region Coalition by signing a Letter of Intent, aligning our City's efforts with regional greenhouse gas reduction goals. By July, the City formalized its commitment through the Metroplan MOA, defining roles and responsibilities with Metroplan and the Northwest Arkansas Planning Commission for a joint coalition application. This collaboration has secured an additional \$14.5 million in CPRG funding for Fort Smith's sustainability projects.

The proposed resolution will ratify and formally approve all actions taken by the City Administrator and staff in executing these agreements, confirming fund allocation for CPRG-related projects in alignment with the Board's oversight with the authorization of the EPA Award Agreement.

### **ATTACHMENTS**

1. [20241028\\_Resolution\\_Affirming\\_Execution\\_of\\_Memorandum\\_of\\_Agreement.pdf](#)
2. [CPRG Planning Grant-City of Fort Smith.pdf](#)
3. [CPRG MOA\\_City of Fort Smith\\_Final\\_Updated\\_signed.pdf](#)
4. [Environmental Protection Agency](#)
5. [MOA\\_AR EEI Coalition.pdf](#)



## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RATIFYING AND APPROVING MEMORANDUMS OF AGREEMENT WITH  
ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT, METROPLAN, AND  
NORTHWEST ARKANSAS PLANNING COMMISSION AND RATIFYING AND APPROVING  
ACTIONS RELATED THERETO

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WHEREAS, on April 17, 2023, the City Administrator executed on behalf of the City a Notice of Intent to Participate in CPRG Planning Grant (“Notice of Intent”);

WHEREAS, on September 25, 2023, the City Administrator executed a Memorandum of Agreement between the Arkansas Department of Energy and Environment (“E&E”) and the City of Fort Smith (“E&E MOA”) with respect to regional-specific funding in the development of plans necessary to meet the requirements of the Climate Pollution Reduction Grant;

WHEREAS, the City was awarded \$440,000.00 in funding under the E&E MOA;

WHEREAS, a portion of the funds awarded under the E&E MOA have been allocated for the Alleyway Rehabilitation Project – Project No. 24-8109, as authorized by Resolution No. R118-24;

WHEREAS, other funds awarded under the E&E MOA have been utilized for public meetings and workforce development planning;

WHEREAS, in December 2023, as part of the requirements under the E&E MOA, City administration and staff prepared an Energy & Environment Innovation Plan on behalf of the City;

WHEREAS, on February 29, 2024, the City Administrator executed on behalf of the City a Letter of Intent to sign the Arkansas Tri-Region Coalition’s Memorandum of Agreement (“Letter of Intent”);

WHEREAS, on July 23, 2024, the City Administrator executed a Memorandum of Agreement among Metroplan, Northwest Regional Planning Commission and the City of Fort Smith (“Metroplan MOA”);

WHEREAS, the Metroplan MOA establishes the roles, responsibilities and commitments of the parties thereto with respect to implementation of greenhouse gas measures in the event the parties under said agreement are awarded funding under the United States Environmental Protection Agency Climate Pollution Reduction Grants (“CPRG”) Program;

WHEREAS, the City has been awarded \$14,500,000.00 in funds from the Climate Pollution Reduction Grants Program under the terms of the Metroplan MOA;

WHEREAS, while the City maintains the actions of the City Administrator described herein are within the administrative authority of the City Administrator, the Board of Directors desires to ratify and approve the actions taken by the City Administrator and City staff relative to the matters set forth herein.



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

1. The City Administrator's execution of the Notice of Intent is hereby ratified and approved.
2. The City Administrator's execution of the E&E MOA is hereby ratified and approved.
3. All actions taken by the City Administrator and City staff pursuant to the E&E MOA, including, but not limited to, use of funds awarded under the E&E MOA and preparation of the City's Energy and Environment Innovation Plan, are hereby ratified and approved.
4. The City Administrator's execution of the Letter of Intent is hereby ratified and approved.
5. The City Administrator's execution of the Metroplan MOA is hereby ratified and approved.
6. All actions taken by the City Administrator and City staff pursuant to the Metroplan MOA are hereby ratified and approved. Use of funds awarded to the City under the CPRG and the Metroplan MOA shall be set forth in project agreements subject to the Board's review and approval.

THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney



To: EPA Office of Air and Radiation [[CPRG@epa.gov](mailto:CPRG@epa.gov)]

From: Carl E. Geffken, City Administrator, City of Fort Smith

Fort Smith, AR-OK

Subject: Notice of Intent to Participate in CPRG Planning Grant from City of Fort Smith

On behalf of Fort Smith, AR-OK, I accept EPA's offer to participate in the CPRG Planning Grant program and designate the City of Fort Smith with oversight and responsibility for managing grant funds and coordinating activities and deliverables pertaining to the CPRG Planning Grant program. Letter(s) of support from the following concurring jurisdictions within Fort Smith, AR-OK are attached:

Sebastian County, Arkansas  
Van Buren, Arkansas

Contact information for City of Fort Smith is below.

### Contact Information

	Primary Contact
<b>Name:</b>	Carl Geffken
<b>Title:</b>	City Administrator
<b>Department/Office:</b>	Administration
<b>Email:</b>	<a href="mailto:cgeffken@fortsmithar.gov">cgeffken@fortsmithar.gov</a>
<b>Phone:</b>	479-784-2201
	<b>Additional Contact(s) (optional – may be more than one)</b>
<b>Name:</b>	Jeff Dingman
<b>Title:</b>	Deputy City Administrator
<b>Department/Office:</b>	Administration
<b>Email:</b>	<a href="mailto:jdingman@fortsmithar.gov">jdingman@fortsmithar.gov</a>
<b>Phone:</b>	479-784-2201

Sincerely,



Carl Geffken  
City Administrator



# City of Van Buren, Arkansas

1003 Broadway • Van Buren, Arkansas 72956

April 17, 2023

Environmental Protection Agency (EPA)  
Office of Air and Radiation

RE: Climate Pollution Reduction Grants (CPRG) Program: Planning Grants  
Letter of Support

To Whom It May Concern:

The City of Fort Smith is applying to request funding through a grant for the Climate Pollution Reduction Program. This project is critical for the long-term growth of the River Valley, including Van Buren. I respectfully request that you make every effort to ensure that Fort Smith and the River Valley be given strong consideration for approval of this grant.

As you know, Fort Smith is working diligently to address its pollution and climate control reduction issues. The City of Van Buren has also been committed to this effort by taking its own steps to reduce pollution. I'm hopeful that this grant will make a big impact in addressing pollution and also inspire the entire community to do more.

With kind regards,



Joseph P. Hurst  
Mayor

**PROGRESS IS**



**OUR PROJECT**





## Steve Hotz

Sebastian County Judge  
County Courthouse  
35 South 6th Street, Room 106  
Fort Smith, Arkansas 72901  
(479) 783-6139  
Fax (479) 784-1550

April 11, 2023

Environmental Protection Agency (EPA)  
Office of Air and Radiation

Ref: Climate Pollution Reduction Grants (CPRG) Program: Planning Grants

To whom it may concern:

The City of Fort Smith is applying to request funding through a grant for the Climate Pollution Reduction Program. This project is critical for the long-term growth of the region. I respectfully request that you make every effort to ensure that Fort Smith and the River Valley be given strong consideration for approval of this grant.

As you know, Fort Smith is working diligently to address its pollution and climate control reduction issues. This grant funding would help to address the region's issues.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Hotz", with a stylized flourish at the end.

Steve Hotz  
Sebastian County Judge  
Email: [shotz@co.sebastian.ar.us](mailto:shotz@co.sebastian.ar.us)



FUNDING FOR COORDINATED RESEARCH AND DEVELOPMENT OF CPRG  
DELIVERABLES

MEMORANDUM OF AGREEMENT  
BETWEEN  
ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT  
AND  
CITY OF FORT SMITH

**Agreement Number CPRG-CFS-002**

**Federal Award Identification Number (FAIN): 02F35201**

**Federal Funding Accountability and Transparency Act (FFATA):** Climate Pollution  
Reduction Planning Grant Region 6

**Catalog of Federal Domestic Assistance (CFDA) Number and Name:** 66.046 - Climate  
Pollution Reduction Grants

**Subawardee Indirect Cost Rate<sup>1</sup>:** 10%

**Agreement:** This Memorandum of Agreement (MOA) is entered into between Arkansas Department of Energy and Environment (E&E), Division of Environmental Quality (DEQ) and Subawardee City of Fort Smith. Funding for this project is provided by U.S. Environmental Protection Agency (EPA) through the Climate Pollution Reduction Grant (CPRG), awarded June 29, 2023. DEQ has been granted \$3,000,000 through the CPRG to assist in the development of the following deliverables required under the CPRG: Priority Action Plan (PAP), Comprehensive Action Plan (CAP), and a status report on PAP and CAP (collectively "the plans") at the end of the four (4) year grant project period.

DEQ will act as a pass-through entity for the purposes of this funding. City of Fort Smith will act as a Subawardee to provide regional-specific planning and act as additional support to DEQ in the development of the aforementioned deliverables to meet the requirements of the CPRG.

Funds awarded to City of Fort Smith under this MOA that are not expended or committed must be returned to DEQ for reallocation or for return to EPA within sixty (60) days of the project period ending date.

**EPA Award Date:** July 5, 2023

**Subaward Period of Performance:** July 1, 2023, through July 5, 2027

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<sup>1</sup> The indirect rate indicated here may be subject to change during the project period.



**Scope and Objectives:** City of Fort Smith agrees to provide the following region-specific deliverables, services, and equipment through use of the funding. Supplementary items should be provided in the form of modeling, reporting, and other approved forms of demonstration and may be included in DEQ's PAP and CAP submittals as appendices or otherwise cited. These items are in addition to quarterly and final reporting requirements.

Deliverable	Due
Priority plan supplements	12/1/2023
Comprehensive plan supplements	2/28/2025
Status report supplements	3/1/2027
Quarterly region engagement meetings	Summer 2023 – Summer 2025
Semiannual region meetings	Fall 2025 – Fall 2027
Attending E&E Quarterly Intergovernmental Coordination Meetings	Summer 2023 – Fall 2027

Deliverable Details are as follows:

**1. Priority plan supplements for regional quantified greenhouse gas reduction (GHG) measures:**

- a. Minimum of three (3) measures, such as policy, pass-through funding program design, or concept paper for a specific project
- b. Each Measure must include the following:
  - i. Anticipated workforce needs to implement measure
  - ii. Review of authority to implement or barriers to implementing measure (laws, ordinances, rules, etc.)
  - iii. Information necessary for DEQ to perform the following analyses:
    1. GHG and Co-pollutant emission reductions or sequestration
    2. Low-Income and Disadvantaged Community (LIDAC) Benefits Analysis (See EPA Benefits Analysis LIDAC Guidance.)<sup>2</sup>

City of Fort Smith is encouraged, but not required, to provide detailed GHG and Co-pollutant emission reductions or sequestration values and a LIDAC Benefits Analysis report.

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<sup>2</sup> For the purpose of this grant, the Low-Income and Disadvantaged Community Benefits Analysis should be conducted using the Climate and Economic Justice Screening Tool (CEJST). CEJST looks at eight (8) key areas: climate change, clean energy and energy efficiency, clean transit, affordable and sustainable housing, training and workforce development, the remediation and reduction of legacy pollution, health burdens and the development of critical clean water infrastructure. If a community is located in a census tract(s) that meets the CEQ criteria for one or more of the eight key areas, then that community would be considered disadvantaged.



**2. Comprehensive plan supplements for regional quantified GHG measures:**

- a. Minimum of three (3) **additional** measures (policy, pass-through funding program design, or concept paper for a specific project)
- b. Each Measure must include the following:
  - i. Anticipated workforce needs to implement measure
  - ii. Review of authority to implement or barriers to implementing measure (laws, ordinances, rules, etc.)
  - iii. Information necessary for DEQ to perform the following analyses:
    1. GHG and Co-pollutant emission reductions or sequestration
    2. Low-Income and Disadvantaged Community (LIDAC) Benefits Analysis
- c. In addition, City of Fort Smith must provide:
  - i. Report for identification of intersecting funding availability to achieve all recommended measures
  - ii. Regional workforce planning analysis

City of Fort Smith is encouraged, but not required, to provide detailed GHG and Co-pollutant emission reductions or sequestration values and a LIDAC Benefits Analysis report.

**3. Status report supplements for regional quantified GHG measures:**

- a. Implementation status and updates for each of the GHG reduction measures previously indicated
- b. Updated regional GHG reductions benefit analysis
- c. Information necessary for DEQ to perform the following analyses:
  - i. GHG and Co-pollutant emission reductions or sequestration
  - ii. Low-Income and Disadvantaged Community (LIDAC) Benefits Analysis
- d. Updated review of authority to implement or barriers to implementing measure (laws, ordinances, rules, etc.)
- e. Updated identification of intersection with other funding availability
- f. Updated workforce planning analysis
- g. Detailed report of anticipated next steps and future budgeting and staffing needs.

City of Fort Smith is encouraged, but not required, to provide additional GHG measures for future implementation and updated GHG and Co-pollutant emission reductions or sequestration values and a LIDAC Benefits Analysis report.

If City of Fort Smith elects to produce its own regional emission inventory and emission projections in support of deliverables 1 – 3, City of Fort Smith must submit to the EPA a quality management plan in accordance with EPA's Quality Management Plan (QMP) Standard and a quality assurance project plan in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. A quality assurance project plan template for work under the CPRG has been included as Attachment A to this MOA.



The terms and funding as described in this Agreement do not establish a precedent regarding any future extension of this Agreement.

**Definitions within Agreement:**

Arkansas Department of Energy and Environment: E&E

Catalog of Federal Domestic Assistance: CFDA

Climate Pollution Reduction Grant: CPRG

Comprehensive Action Plan: CAP

Division of Environmental Quality: DEQ

U.S. Environmental Protection Agency: EPA

Federal Award Identification Number: FAIN

Federal Funding Accountability and Transparency Act: FFATA

Low-Income and Disadvantaged Community Benefits Analysis: LIDAC Benefits Analysis

Memorandum of Agreement: MOA

Priority Action Plan: PAP

**ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL QUALITY**

By this agreement:

1. DEQ agrees to provide \$440,000 to City of Fort Smith be used for permissible activities. City of Fort Smith agrees to return funds unexpended or uncommitted to DEQ within sixty (60) days of the project period ending on July 5, 2027.
2. DEQ agrees to collaborate and to provide assistance and guidance to City of Fort Smith for the duration of the project.
  - a. E&E personnel commit to the timely review and response to City of Fort Smith regarding any communications and promotional activities conducted in support of this grant.
3. DEQ contacts for this project are as follows:

Staff Member	Title	Phone	Email
Erika Droke	SIP & Planning Supervisor	(501) 682-0542	erika.droke@adeq.state.ar.us
Mikayla Shaddon	SIP & Planning Epidemiologist	(501) 682-0808	mikayla.shaddon@adeq.state.ar.us

**CITY OF FORT SMITH**

By this agreement:



1. City of Fort Smith agrees to return funds unexpended or uncommitted to DEQ within sixty (60) days of the project period ending on July 5, 2027.
2. City of Fort Smith agrees to submit quarterly performance progress reports and a detailed final report to DEQ using DEQ's web-based submission portal or other forms as determined.
  - a. Quarterly reports are due within ten (10) business days after the end of the reporting period

Reporting Period
January 1 – March 31
April 1 – June 30
July 1 – September 30
October 1 – December 31

- i. Quarterly reports must include a detailed report for work status, work progress, difficulties encountered, financial expenditures for the reporting period, preliminary data results as available, anticipated activities during the following reporting period, and personnel changes if applicable.
  - b. The final report is due within sixty (60) calendar days of the completion of the grant period.
    - i. The final report should provide a detailed report for work status, work progress, difficulties encountered, financial expenditures for the reporting period, and data results as available.
    - ii. With the final report, City of Fort Smith agrees to provide proof of authorization to return of any residual funds not expended during the four-year term.
3. The following activities are permitted under funding made available through Agreement Number CPRG-CFS-002. City of Fort Smith agrees that funding provided under this agreement will be used only for permitted activities.
  - a. Staffing and contractual costs necessary to develop the deliverables identified in this document;
  - b. Planning and implementing meetings, workshops, and convenings to foster collaboration among and between levels of government, the public, and key stakeholders;
  - c. Outreach and education for stakeholders and members of the public
  - d. Subawards to municipalities, air pollution control agencies, regional planning organizations, non-governmental organizations (NGOs), academic institutions, etc.;
  - e. Modeling and analytical costs, including purchase or licensing of software, data, or tools;
  - f. Studies, assessments, data collection, etc., needed to develop the required deliverables;
  - g. Evaluation and metrics-tracking activities;



- h. Training and staff capacity-building costs;
  - i. Supplies (e.g., office supplies, software, printing, etc.);
  - j. Incidental costs related to the above activities, including but not limited to travel, membership fees, and indirect costs; and,
  - k. Other allowable activities as necessary to complete the required deliverables.
4. City of Fort Smith agrees to coordinate all communication and promotional activities related to this grant including, but not limited to, news releases, social media posts, advertisements, and website updates with E&E prior to publication. Any use of E&E, DEQ, or other state agency branding must receive prior approval before publication or dissemination.
5. The following are contact persons for this project:

Subawardee Staff Member	Title	Phone	Email
Carl Geffken	City Administrator	(479) 784-2201	CGeffken@fortsmithar.gov
Joshua Robertson	Utility Business Administration Deputy Director	(479) 494-3944	JRobertson@fortsmithar.gov
Reese Brewer	MPO Director	(479) 785-2651	RBrewer@wapdd.org

**Title VI:** Title VI of the Civil Rights Act of 1964 and other Federal statutes and regulations prohibit discrimination based on race, color, national origin, disability, sex, or prior exercise of rights or opposition to actions protected under Federal non-discrimination laws. As a recipient of Federal financial assistance DEQ must comply with Federal non-discrimination laws. Subawardees must also comply with Title VI and other applicable Federal non-discrimination laws or regulations.

Title VI, along with other pertinent nondiscrimination laws and regulations emphasizes the need for ongoing and proactive public involvement at various stages of development, planning, implementation, and enforcement including early and frequent engagement of affected parties during decision-making processes.

**REPORTING SUBAWARDS AND COMPENSATION:** In accordance with the Federal Funding Accountability and Transparency Act (FFATA), if the award is subject to FFATA Subaward and Executive Compensation Reporting Requirements, then the terms and conditions of that award must link to the Operating Divisions' (OPDIV) website that houses the full text or include the full text of the reporting requirements.

**PREAWARD COSTS:** In accordance with § 1500.9 Revision of budget and program plans, EPA award recipients may incur allowable project costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses more than 90 calendar days pre-award require prior approval of EPA. All costs incurred before EPA makes the award are at the recipient's risk. EPA is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs.



**CONSULTANT FEE CAP:** In accordance with § 1500.10,

- (a) EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients, and their contractors or subcontractors to the maximum daily rate for level 4 of the Executive Schedule unless a greater amount is authorized by law. (These non-Federal entities may, however, pay consultants more than this amount with non-EPA funds.) The limitation in this paragraph (a) applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; recipients will pay these in accordance with their normal travel reimbursement practices.
- (b) All contracts between recipients and subrecipients and individual consultants are subject to the procurement standards in subpart D of 2 CFR part 200. Contracts or subcontracts with multi-employee firms for consulting services are not affected by the limitation in paragraph (a) of this section provided the contractor or subcontractor rather than the recipient or subrecipient selects, directs and controls individual employees providing consulting services.
- (c) Borrowers under EPA revolving loan fund capitalization grant programs are not subject to paragraphs (a) and (b) of this section.

**MANAGEMENT FEES:** It is prohibited to use funds allocated through CPRG for paying management fees, as established in DEQ's Notice of Award, included as Attachment B.

**PROCUREMENT:** The Subawardee agrees to follow Procurement Standards as specific in 2 CFR Part 200, including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants). A non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward.

The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327, which includes:

- a. general procurement standards;
- b. competition requirements;
- c. procurement method requirements;
- d. Minority and Women's Business Enterprises (MBE/WBE) contractual requirements;
- e. domestic preference;
- f. recovered materials in accordance with 40 CFR part 247;
- g. contract price and cost analysis, negotiation, and other associated considerations;
- h. all related procurement process documentation unless the Subawardee has received pre-approval of their procurement system;
- i. bonding requirements;
- j. and contract provisions.



**ADDITIONAL REQUIREMENTS:** DEQ maintains the right to require the following additional requirements as authorized by 2 CFR 200.208, including but not limited to:

- a. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- b. Requiring additional, more detailed financial reports;
- c. Requiring additional project monitoring;
- d. Requiring the subawardee entity to obtain technical or management assistance, and;
- e. Establishing additional prior approvals.

**ACORN:** Memorandum M-IO-02 (Attachment C) guides the use of federal funds regarding the Association of Community Organizations for Reform Now (ACORN). Attachment D is an ACORN Funding Declaration. Please complete the bottom section of the declaration and return this form to DEQ with your signed MOA.

**FISCAL CONTROL:** City of Fort Smith will provide for such fiscal control and fund accounting procedures as may be necessary to ensure the proper disbursement of and accounting for the funds received from DEQ.

**RECORDS:** City of Fort Smith assures DEQ that it will keep records for at least five (5) years and freely share these records with DEQ or EPA upon request. These records include, but are not limited to, all deliverables, reports, and other related documentation.

**NON-APPROPRIATION CLAUSE:** In the event that the State of Arkansas fails to appropriate funds or make monies available for the period covered by the term of this Agreement, this Agreement shall be terminated on the last biennial period for which funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination DEQ may have.

**TERMINATION:** DEQ may terminate this agreement for failure to perform required actions under this MOA or failure to submit acceptable deliverables as committed above. In the event DEQ provides notice of deficiency under this agreement, City of Fort Smith will have fourteen (14) days to cure identified deficiencies prior to termination.

1. Repayment of Grant Funds: Once notified of termination by DEQ, City of Fort Smith will immediately return all unexpended funds to DEQ. DEQ may require additional information regarding previously expended funds including a justification of use of funds for inadequate or insufficient deliverables. .
2. Mutual Consent for Termination: DEQ and City of Fort Smith may mutually agree to terminate this agreement. Such termination must be in writing. City of Fort Smith will have thirty (30) days to provide DEQ information regarding all funds received under this grant and to return all unexpended funds.


**UEI NUMBER and SAM:** City of Fort Smith agrees to provide the State of Arkansas with their Unique Entity Identifier (UEI). City of Fort Smith agrees to maintain current registrations in the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)) at all times during which they have



active federal awards funded. The UEI is required by 2 C.F.R. Part 25 and 2 C.F.R. § 200.332(a)(1)(ii).

**CERTIFICATION:** The undersigned verifies that all funds provided through this MOA will be used in accordance with the above agreement.

**SIGNED:**

  
\_\_\_\_\_  
Caleb J. Osborne,  
Chief Administrator, Environment,  
Arkansas Department of  
Energy and Environment,  
Division of Environmental Quality

Date

9.26.23

  
\_\_\_\_\_  
Carl Geffken  
City Administrator  
City of Fort Smith

Date

9/25/23



February 29, 2024

Environmental Protection Agency  
Office of Air and Radiation, 6101A  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

RE: Letter of Intent to sign the Arkansas Tri-Region Coalition's Memorandum of Agreement (MOA)

Dear Office of Air and Radiation:

This letter is intended to express the City of Fort Smith intent to enter into a Memorandum of Agreement (MOA) with Metroplan to participate as a coalition member in the Arkansas Tri-Region Coalition's Climate Pollution Reduction Grant (CPRG) implementation application. The City of Fort Smith fully supports the greenhouse gas reduction actions outlined in the application and will provide critical leadership needed to implement the measures in northwest Arkansas.

The City of Fort Smith is committed to leading initiatives aimed at promoting green energy, fostering community partnerships, and implementing measures to address climate improvement in the River Valley Region. Recognizing the importance of environmental sustainability and the role cities play in mitigating climate change, Fort Smith is dedicated to spearheading efforts that prioritize renewable energy sources and projects that will reduce carbon emissions and enhance energy efficiency. Additionally, the City aims to collaborate with local businesses, organizations, and residents to develop innovative solutions and initiatives that promote sustainability and resilience within the community. By championing these efforts, Fort Smith seeks to create a cleaner, healthier, and more vibrant environment for its residents while contributing to broader regional and global climate action goals.

The City of Fort Smith focus measures are as follows:

- Electric Power Sector
- Transportation Sector
- Carbon Removal Measures
- Workforce Development

The City of Fort Smith is forging strategic partnerships with key stakeholders, including the Western Arkansas Planning & Development District (WAPDD), Peak Innovation, University of Arkansas Fort Smith, Citizens Climate Lobby, Arkansas Advanced Energy Foundation, and the Choctaw Nation, to spearhead comprehensive measures aimed at reducing climate pollution. These collaborative efforts encompass a wide range of initiatives, including the expansion of transit systems, implementation of electric vehicle charging infrastructure, integration of solar panels and weatherization measures into public housing facilities, rehabilitation of complete streets to enhance pedestrian and cyclist safety, and workforce development programs geared towards promoting sustainable practices. By leveraging



the expertise and resources of these esteemed partners, Fort Smith is poised to make significant strides towards creating a more resilient and environmentally-friendly community for all residents. In its role as coalition member, the City of Fort Smith will fulfill the following roles and responsibilities, in addition to any other actions needed to ensure the success of the Arkansas Tri-Region Coalition's CPRG program:

- Complying with subrecipient requirements under EPA's Subaward Policy
- Issuing subawards to local government agencies in the Fort Smith, AR MSA
- Overseeing local government subrecipients, and/or contractors and vendors
- Tracking and reporting to Metroplan on project progress on expenditures and purchases in the City of Fort Smith
- Tracking, measuring, and reporting to Metroplan on accomplishments and proposed timelines and milestones in the City of Fort Smith
- Community and stakeholder outreach and education in the City of Fort Smith

Thank you for considering our letter of intent. Together with the Central Arkansas and Northwest Arkansas MSAs, we are eager to begin the projects outlined in our joint application to reduce greenhouse gas emissions, improve air quality, and provide energy and transportation cost savings to our state and local communities.

Sincerely,



Carl E. Geffken  
City Administrator





**CLIMATE POLLUTION REDUCTION GRANT PROGRAM:  
IMPLEMENTATION GRANT COALITION**

MEMORANDUM OF AGREEMENT  
AMONG  
METROPLAN,  
NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION,  
AND  
CITY OF FORT SMITH

**AGREEMENT NUMBER:** 1

**FEDERAL OPPORTUNITY NUMBER:** EPA-R-OAR-CPRGI-23-07

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER AND NAME:**  
66.046 - Climate Pollution Reduction Grants

**AGREEMENT:** This Memorandum of Agreement (MOA) is entered into among Metroplan, the Northwest Arkansas Regional Planning Commission, and the City of Fort Smith (hereinafter referred to collectively as “the coalition”).

The purpose of this MOA is to establish agreed upon roles, responsibilities, and commitments among the signatories toward implementation of the following greenhouse gas (GHG) measures if awarded funding under the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grants (CPRG) Program, Implementation Grants General Competition:

**1. Green Networks**

The coalition proposes to implement projects that sequester carbon and reduce transportation emissions by protecting and restoring natural infrastructure cores and corridors and increasing access to active transportation and transit. The measure focuses on connecting low-income and disadvantaged communities (LIDACs) to jobs, education, and essential services through safe and convenient access to bicycle-pedestrian facilities, e-bike rebates, and natural places.

**2. Transportation Efficiency**

The coalition proposes to incentivize conversion of streetlights to more efficient LED technologies, transition of public fleet vehicles to all-electric equivalents, and deployment of public and fleet electric vehicle charging. This measure focuses on



reducing fossil-fuel energy use from the transportation system and ensuring equitable access to incentivized infrastructure.

### 3. Building Efficiency

The coalition proposes to pilot innovative funding solutions to reduce energy consumption in buildings by establishing a revolving, low-interest loan fund for small and medium Commercial Property Assessed Clean Energy (CPACE) projects in LIDAC communities and providing small grants to reduce barriers to taking advantage of the state’s Energy Savings Performance Contracting (ESPC) laws. The coalition proposes to directly fund the construction of a geothermal facility at the Little Rock National Airport and an 850kW DC solar array at a public housing facility in Fort Smith.

The tri-regional coalition will create efficiencies for project implementation, with the three coalition partners working with similar partners towards implementation of awarded measures. This partnership ensures a cohesive approach to reducing greenhouse gas emissions in regions representing half the state’s population.

Metroplan will act as a pass-through entity for the purposes of disbursing funding for project implementation and/or administrative costs to coalition members and/or their subrecipients. The Northwest Arkansas Regional Planning Commission and City of Fort Smith will act as subrecipients to support Metroplan in overarching implementation and reporting activities and to perform jurisdiction-specific outreach, tracking, measuring, and reporting. Table 1 further delineates roles and responsibilities within the coalition.

**Table 1. Roles and Responsibilities**

Entity	Roles and Responsibilities
<b>Metroplan (Central AR)</b>  <i>Measures to be implemented in Central Arkansas region:</i> <ul style="list-style-type: none"> <li>• Green Networks</li> <li>• Transportation</li> </ul>	<ul style="list-style-type: none"> <li>• Issuing subawards to coalition partners and eligible local government and nonprofit agencies in accordance with <a href="#">EPA’s Subaward Policy</a></li> <li>• Overseeing subrecipients, and/or contractors and vendors</li> <li>• Tracking and reporting on project progress on expenditures and purchases</li> <li>• Tracking, measuring, and reporting accomplishments on proposed timelines and milestones</li> <li>• Submitting semi-annual progress reports on grant</li> </ul>



<i>Efficiency</i> • <i>Building Efficiency</i>	implementation and planned activities to EPA • Submitting detailed final report to EPA within 120 calendar days of the completion of the period of performance • Community and stakeholder outreach and education within Central AR • Hiring and managing regional Energy Ambassador and Grant Administrator
<b>Northwest Arkansas Regional Planning Commission (NWARPC)</b>  <i>Measures to be implemented in Northwest Arkansas region:</i> • <i>Green Networks</i>	• Assisting Northwest Arkansas subrecipients to: <ul style="list-style-type: none"> <li>○ comply with subrecipient requirements under <a href="#">EPA's Subaward Policy</a></li> <li>○ develop subaward agreements with Metroplan</li> <li>○ track and report to Metroplan on project progress and expenditures</li> </ul> • Tracking, measuring, and reporting to Metroplan on accomplishments and proposed timelines and milestones for projects and programs in Northwest Arkansas • Continuing community and stakeholder outreach and education in Northwest Arkansas
<b>City of Fort Smith (COFS)</b>  <i>Measures to be implemented in Fort Smith region:</i> • <i>Green Networks</i> • <i>Transportation Efficiency</i> • <i>Building Efficiency</i>	• Complying with subrecipient requirements under <a href="#">EPA's Subaward Policy</a> • Determining/managing subawards in the Fort Smith AR-OK MSA • Overseeing local subrecipients and/or contractors and vendors • Hiring and managing regional Energy Ambassador • Tracking and reporting to Metroplan on project progress on expenditures and purchases within the Fort Smith AR-OK MSA • Tracking, measuring, and reporting to Metroplan on accomplishments and proposed timelines and milestones within the Fort Smith AR-OK MSA • Community and stakeholder outreach and education within the Fort Smith AR-OK MSA

The \$99,999,999.00 grant amount has been allocated according to regional population. Metroplan will receive a \$48,444,493 allocation for use for staffing, pass-through grants, and subawards for project implementation, plus \$805,506 for



in-house grant administration for a total of \$49,249,999. Northwest Arkansas will receive a \$36,250,000 allocation, which will be subawarded to implementing governmental and nonprofit organizations in the region. The Fort Smith region will receive a \$14,500,000 allocation for staffing, subawards and direct project costs to the City of Fort Smith and nonprofit organizations. Table 2 details the funding allocation for each coalition partner.

**Table 2. Funding Allocation**

<b>Entity</b>	<b>Administrative Allocation</b>	<b>Subaward Allocation</b>	<b>Participant Support Allocation</b>	<b>Allocation Totals</b>
Metroplan	\$1,449,978	\$13,805,021	\$33,995,000	\$49,249,999
NWARPC	\$0	\$36,250,000	\$0	\$36,250,000
City of Fort Smith	\$750,000	\$13,750,000	\$0	\$14,500,000
<b>TOTAL AWARD</b>				<b>\$99,999,999</b>

Note: NWARPC's administrative costs will be paid by the agency's own operations budget.

### **METROPLAN**

By this agreement:

1. Metroplan agrees to fulfill the applicable roles and responsibilities outlined in Table 1.
2. Metroplan agrees to accept full responsibility for the performance of the coalition and will be accountable to EPA for effectively carrying out the full scope of work and the proper financial management of the grant.
3. Metroplan agrees to collaborate with coalition partners for the duration of the project. Contacts are as follows:

<b>Staff Member</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
Casey Covington	Executive Director	501-372-3300	ccovington@metroplan.org
Bernadette Rhodes	Senior Regional Planner	501-372-3300	brhodes@metroplan.org
Tammy Gillis	Accountant	501-372-3300	tgillis@metroplan.org



### **NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION**

By this agreement:

1. The Northwest Arkansas Regional Planning Commission agrees to fulfill the applicable roles and responsibilities outlined in Table 1.
2. The Northwest Arkansas Regional Planning Commission will be accountable to Metroplan for proper use of EPA funding and successful project implementation.
3. The Northwest Arkansas Regional Planning Commission agrees to collaborate with coalition partners for the duration of the project. Contacts are as follows:

<b>Staff Member</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
Tim Conklin	Executive Director	479-751-7125	tconklin@nwarpc.org
Nicole Gibbs	Regional Planner	479-751-7125	ngibbs@nwarpc.org

### **CITY OF FORT SMITH**

By this agreement:

1. The City of Fort Smith agrees to fulfill the applicable roles and responsibilities outlined in Table 1.
2. The City of Fort Smith will be accountable to Metroplan for proper use of EPA funding and successful project implementation.
3. The City of Fort Smith agrees to collaborate with coalition partners for the duration of the project. Contacts are as follows:

<b>Staff Member</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
Carl Geffken	City Administrator	479-784-2201	cgeffken@fortsmithar.gov
Joshua Robertson	Deputy Director of Business Administration	479-494-3944	jrobertson@fortsmithar.gov

### **TERMINATION:**

This MOA shall be effective upon signature by all parties and shall remain in effect until one hundred twenty (120) days after completion of the grant period defined in the assistance agreement of the CPRG implementation grant if awarded to the coalition. This MOA may be terminated if the coalition is not awarded an implementation grant under EPA's CPRG Program, General Competition.



**SEVERABILITY:**

If a coalition member fails to receive appropriations or is otherwise unable to perform the roles and responsibilities outlined in this MOA, the coalition member may provide 30-days' notice to Metroplan of their organization's exit from the agreement. The exiting coalition member must return any unspent subaward funds to the lead agency prior to termination of their participation in the agreement. Metroplan, in consultation with the other coalition members, will determine how to re-allocate unspent funds to ensure the full scope of work is carried out. The MOA shall remain in effect for all other parties.

**CERTIFICATION:**

The undersigned verify that they are authorized to sign this MOA on behalf of their organization and commit the organization to the agreed upon terms.

**SIGNED:**

*Casey R. Covington*      **Date** Jul 23, 2024  
**Casey Covington, Executive Director**  
**Metroplan**

*Tim Conklin*      **Date** Jul 23, 2024  
**Tim Conklin, Executive Director**  
**Northwest Arkansas Regional**  
**Planning Commission**

*Carl E. Geffken*      **Date** Jul 23, 2024  
**Carl Geffken, City Administrator**  
**City of Fort Smith**








# MOA\_AR EEI Coalition

Final Audit Report

2024-07-23

Created:	2024-07-23
By:	Bernadette Rhodes (brhodes@metroplan.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUqdXa2zZg8G0nG2zctP2CL8rOqEmtCEb

## "MOA\_AR EEI Coalition" History

-  Document created by Bernadette Rhodes (brhodes@metroplan.org)  
2024-07-23 - 1:57:48 PM GMT
-  Document emailed to Casey Covington (ccovington@metroplan.org) for signature  
2024-07-23 - 1:58:32 PM GMT
-  Email viewed by Casey Covington (ccovington@metroplan.org)  
2024-07-23 - 2:51:47 PM GMT
-  Document e-signed by Casey Covington (ccovington@metroplan.org)  
Signature Date: 2024-07-23 - 2:52:00 PM GMT - Time Source: server
-  Agreement completed.  
2024-07-23 - 2:52:00 PM GMT










# MOA\_AR EEI Coalition

Final Audit Report

2024-07-23

Created:	2024-07-23
By:	Bernadette Rhodes (brhodes@metroplan.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT7mMEUA7BrJWhihfZsy2QaTmp9Uje2Ff

## "MOA\_AR EEI Coalition" History

-  Document created by Bernadette Rhodes (brhodes@metroplan.org)  
2024-07-23 - 1:58:55 PM GMT
-  Document emailed to Tim Conklin (tconklin@nwarpc.org) for signature  
2024-07-23 - 1:59:13 PM GMT
-  Email viewed by Tim Conklin (tconklin@nwarpc.org)  
2024-07-23 - 1:59:46 PM GMT
-  Document e-signed by Tim Conklin (tconklin@nwarpc.org)  
Signature Date: 2024-07-23 - 2:15:08 PM GMT - Time Source: server
-  Agreement completed.  
2024-07-23 - 2:15:08 PM GMT








# For e-signature: MOA\_AR EEI Coalition

Final Audit Report

2024-07-23

Created:	2024-07-23
By:	Bernadette Rhodes (brhodes@metroplan.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8pd0C9tisbXZH6t_gqw7ghN-DlyyuzqV

## "For e-signature: MOA\_AR EEI Coalition" History

-  Document created by Bernadette Rhodes (brhodes@metroplan.org)  
2024-07-23 - 2:00:41 PM GMT
-  Document emailed to Carl Geffken (cgeffken@fortsmithar.gov) for signature  
2024-07-23 - 2:00:54 PM GMT
-  Email viewed by Carl Geffken (cgeffken@fortsmithar.gov)  
2024-07-23 - 2:25:29 PM GMT
-  Document e-signed by Carl Geffken (cgeffken@fortsmithar.gov)  
Signature Date: 2024-07-23 - 2:25:55 PM GMT - Time Source: server
-  Agreement completed.  
2024-07-23 - 2:25:55 PM GMT





## MEMORANDUM

**TO:** Carl Geffken, City Administrator  
**CC:** Jeff Dingman, Deputy City Administrator  
**FROM:** Maggie Rice, Deputy City Administrator  
**DATE:** November 8, 2024  
**SUBJECT:** CityView Software Phase 1 and Phase 2 Change Order

### SUMMARY

In October 2022, the Board of Directors authorized a contract for development services software with CityView. As we moved forward with Phase 1 and Phase 2 configuration it became apparent there were some items that would be out of scope from the original contract. Specifically, the out-of-scope items include:

- Supplemental tax and hospitality tax configuration to support multiple penalty payments based on the days past due.
- Inclusion of a mechanism triggering business licenses that have not renewed to receive subsequent annual renewal notices.
- Allowance of mapping functions to auto populate for Neighborhood Services inspectors while performing inspections in the field.

The total cost of the proposed Phase 1 and Phase 2 change order is \$12,925.58. Approval allows for CityView staff to complete the configuration for Business Licensing, Planning, Building Services, and Neighborhood Services. City staff should start validation testing at the beginning of the year, followed by a full go-live by March 2025. The Resolution approving the change order and the Ordinance appropriating the funds have been prepared for the Board's consideration.

Please contact me if you have any questions.



ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING THE 2024 OPERATING BUDGET AND AUTHORIZING THE  
APPROPRIATION OF FUNDS FROM THE UNOBLIGATED GENERAL FUND BALANCE FOR  
PHASE 1 AND 2 CHANGE ORDERS TO THE CITYVIEW SERVICE AGREEMENT**

---

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

**WHEREAS**, the Phase 1 Change Order to the CityView Agreement for providing software and support services increases the CityView Agreement by \$9,611.55;

**WHEREAS**, the Phase 2 Change Order to the CityView Agreement for providing software and support services increases the CityView Agreement by \$3,314.03;

**WHEREAS**, the City of Fort Smith Finance Department finds it necessary to amend the operating budget to include additional funding for Phase 1 and 2 Change Orders to the CityView Agreement.

**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>
<b>Expenditures</b>			
44010101-531300     Capital Outlay Software	\$ 528,306	\$ <u>12,926</u>	\$ 541,231
Appropriation of General Fund Balance	\$	<u>12,926</u>	

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**



\_\_\_\_\_  
CITY ATTORNEY



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE PHASE 1 AND 2  
CHANGE ORDERS TO THE CITYVIEW SERVICES AGREEMENT WITH N. HARRIS  
COMPUTER CORPORATION**

---

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

The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute Phase 1 and 2 change orders related to the CityView Services Agreement between N. Harris Computer Corporation and the City of Fort Smith, Arkansas, by which N. Harris Computer Corporation will provide additional out of scope services related to software, consulting, training, and data conversion services for the City of Fort Smith.

**THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**Approved as to form:**



\_\_\_\_\_  
**NPR**



## Change Order

### CHANGE ORDER DESCRIPTION

<b>Request Date</b>	10/31/2024	<b>Quote Number</b>	CO20240245
<b>Client/Project</b>	Fort Smith, City of, AR	<b>Valid Until</b>	12/02/2024
<b>Requestor</b>	Sarah Byers	<b>Created By</b>	Kafayat Olanrewaju

#### Description of the Requested Services

The City of Fort Smith, AR has completed data collection and scope review phase 1 of the CityView Select Implementation (Planning and Business Licensing).

[DOC: 12394 Fort Smith Scope Document Phase 1 - DRAFT v5.8 - Nov 12, 2024].

This change order represents the budget reconciliation listed in the scope document reviewed by City's Project Team, CityView Project Team and CityView Management.

12394 Fort Smith PH1 Budget Reconciliation CLIENT v1.4 - October 31, 2024


**Impact Assessment:** Estimate impact to budget, work effort and schedule.

City of Fort Smith: Additional Budget  
CityView: Resource Planning

<b>Total Cost Estimated</b>	\$ 9,611.55	<b>Planned Delivery Date</b>	
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**Payment Terms** 100% Services invoiced on execution of change order, due net 30 days.  
Applicable taxes not included.

### APPROVALS

	PRINT NAME	SIGNATURE	DATE
<b>For Customer</b>			
<b>For CityView</b>	Susan McCormick		11/12/2024

**THIS DOCUMENT IS PROPRIETARY AND CONFIDENTIAL**





Fort Smith Scope Document Ph1			CLIENT				PM discussion/notes
DRAFT - NOT APPROVED BY CV MGT			Hours	Est \$			
Planning							
Ref#	Customization	Description		\$	195.00		
1	Land Use Chart	City of Fort Smith requires Land Use chart to be built per the excel 12394 Fort Smith Land Use Chart with Permitted Zoning May 31, 2023	0	\$	-	Declined by the Fort Smith team	
2	Spatial Query	Spatial Query as identified in the 12394 Fort Smith Spatial Queries Template v2.2_20240716	0	\$	-	Declined by the Fort Smith team	
3	Custom Reports	•Custom Reports (or ad-hoc queries) 1.Number of applications annually. 2.Number of applications by type. 3.Number of applications by ward (Jurisdiction). 4.Number of lots platted (Application Type) annually.	0	\$	-	Declined by the Fort Smith team	
				TOTAL PL \$		-	

#### Business Licensing

Ref#	Customization	Description					\$	
1	Supplemental tax and hospitality tax configuration	•Currently out of the box we only support one penalty payment for taxes. To support multiple penalty payment amount based on the days its past due has to be customization. •Business has to file their gross receipts in CityView to calculate fees and penalty. The report on missed payments will not indicate anything if a month was not filed. But when they do we will have post mark date , filing date information and how many months the business was overdue which will indicate if they missed payments or not. This will be a custom report	36	\$	7,020.00			To be presented to Fort Smith board for approval
2	Picking up licenses that needs to be renewed regardless of whether it was renewed previous year or not	A license is due for renewal but never renewed, leads to a penalty being applied but no action has been taken. The renewal cycle in the following year should still pick up the non-renewed license and take it to the renewal again.	24	\$	4,680.00			To be presented to Fort Smith board for approval
3	Business Penalty Fee Automation	Apply business license late fee penalty amounts based on the number of days past the due date	6	\$	1,170.00			To be presented to Fort Smith board for approval
4	Alcohol and contractor license renewal process configuration	Renewal for alcohol and contractor license	12	\$	2,340.00			To be presented to Fort Smith board for approval
5	Spatial Query	Spatial Queries as identified in the 12394 Fort Smith Spatial Queries Template v2.2_20240716	0	\$	-			Declined by the Fort Smith team
6	Taxi Penalty Fee	Taxi Services are requires to renew their license by Jan 15 . If they do not then a 10 % penalty needs to be applied. This requires us to monitor the due date of fees and apply the 10% penalty when due date(Jan 15) is reached	0	\$	-			Declined by the Fort Smith team
7	Custom Reports	•Custom Reports (or ad-hoc queries): 1.Business License fees collected, for a desired time period. 2.Number of new Business Licenses issued, for a desired time period. 3.Total number of renewals for a desired time period. 4.Past due Business Licenses for a desired time period. 5.Total number of active business licenses for a desired time period. 6.Total number of closed business licenses for a desired time period. 7.Number of years renewed by all businesses in the system. 8.Active business licenses for a specific classification (land use). 9.Active business licenses for a specific zone or all active business licenses filtered by zone. 10.Hospitality taxes collected for a specific account for a desired time period. 11.Supplemental taxes collected for a specific account for a desired time period. 12.Past due or Missed payments for Hospitality and Supplemental taxes.	0	\$	-			Declined by the Fort Smith team
						TOTAL BL		\$ 15,210.00

#### DESCOPED ITEMS OR CREDITS TO ACCOUNT FOR

Ref#	Customization	Description					\$	
All	Letters	Letters credit - 4 letters	8	\$	1,400.00			Letter adjusted to reflect 4 letter credit



	2 BL Custom Workflows	BL custom workflows (2)	24	\$	4,200.00	
			TOTAL DESCOPED ITEMS		\$	5,600.00
			CHANGE ORDER FINAL TOTAL		\$	9,610.00



## Change Order

### CHANGE ORDER DESCRIPTION

<b>Request Date</b>	10/31/2024	<b>Quote Number</b>	CO20240246
<b>Client/Project</b>	Fort Smith, City of, AR	<b>Valid Until</b>	12/02/2024
<b>Requestor</b>	Sarah Byers	<b>Created By</b>	Kafayat Olanrewaju

#### Description of the Requested Services

The City of Fort Smith, AR has completed data collection and scope review phase 2 of the CityView Select Implementation (Permits & Inspections and Code Enforcement).

[DOC: 12394 Fort Smith PH2 Scope Document v3.7 - Nov 12, 2024].

This change order represents the budget reconciliation listed in the scope document reviewed by City's Project Team, CityView Project Team and CityView Management.

12394 Fort Smith Phase 2 Budget Reconciliation CLIENT v1.3 - Oct 31, 2024


**Impact Assessment:** Estimate impact to budget, work effort and schedule.

City of Fort Smith: Additional Budget  
CityView: Resource Planning

<b>Total Cost Estimated</b>	\$ 3,314.03	<b>Planned Delivery Date</b>	
-----------------------------	-------------	------------------------------	--

**Payment Terms** 100% Services invoiced on execution of change order, due net 30 days.  
Applicable taxes not included.

### APPROVALS

	PRINT NAME	SIGNATURE	DATE
<b>For Customer</b>			
<b>For CityView</b>	Susan McCormick		11/12/2024

**THIS DOCUMENT IS PROPRIETARY AND CONFIDENTIAL**





12394 Fort Smith, AR Ph 2

CLIENT COPY  
DRAFT - NOT APPROVED BY CITYVIEW MANAGEMENT

31-Oct

Permits and Inspections

Ref#	Customization	Description	CLIENT		PM discussion/notes
			EST GIVEN	Est \$	
				\$ 195.00	
PRS01	Resource Groups and workflow assignments for Additional Departments	Resource groups and business rules to be created for workflow assignments based on the department for Fire Department Garage Sale Application.	0	\$ -	Declined by Fort Smith team
PRS02	Garage Sale Validation	No more than one (1) Garage Sale should be issued for a location in a 6-month period and needs to be issued for maximum of three (3) days. Expression to implement this validation	0	\$ -	Declined by Fort Smith team
PRS03	Garage Sale Cancellation	Custom workflow to notify staff of cancellation when the applicant cancels/reschedules their application. If customer reschedules their issued garage permit then trigger the Generate/Issue Permit to generate another permit with revised dates. This cancellation/reschedule should not count towards (1) permit per 6 month period validation.	0	\$ -	Declined by Fort Smith team
PRS04	Spatial Query	Spatial Query as identified in the workbook 12394 Fort Smith Spatial Queries Template v2.2 Jul 16, 2024	0	\$ -	Declined by Fort Smith team
PRS05	Custom Reports	3 custom reports Fee Details by Fee Category Report, Monthly Report, Solar Panel Report	0	\$ -	Declined by Fort Smith team
TOTAL PR			\$	-	

Code Enforcement

Ref#	Customization	Description			
CE01	Resource group and workflow assignment for additional department	Resource groups and business rules to be created for workflow assignments for planning department violations. Per contract only 1 department is included however we have 1 additional department for this solution.	3	\$ 585.00	To be presented to the Fort Smith board
CE02	Spatial Query	Spatial Query as identified in the workbook 12394 Fort Smith Spatial Queries Template v2.2 Jul 16, 2024	14	\$ 2,730.00	To be presented to the Fort Smith board
CE03	Custom Reports	5 custom reports with data formatted per CityView reporting Homestead Exemption Report, Monthly Board Report,E24-0579 Code Violation,E-24-0579 CHRONOLOGY OF PROPERTY ABATEMENT, Historic District Report	0	\$ -	Declined by Fort Smith team
CE04	Scheduled Process to trigger past due invoice process	Past Due Invoices and Appeal Workflow Customization: With liens every year on June 30 we need to check if the fees associated with liens are past due by 90 days, as of June 30, current year. If the fees are past due, the code enforcement case goes through the hearing process. This can be achieved by tracking the fee due date and fee paid status for the fees associated with the open lien, and if the fee due date is 90 days or more and is not paid as of June 30 current year, then the scheduled process will trigger the appeal workflow. To incorporate the city's lien hearing process, the Appeal OOTB workflow requires a few changes which are included in this customization.	0	\$ -	Accounted for in the contract.
CE05	New Case Workflow customization	New Case Workflow customization to support letter generation based on case types, and to add additional outcomes and activities in the workflow.	0	\$ -	Accounted for in the contract.
CE06	Uninhabitable Workflow customization	Uninhabitable Workflow customization to support razing/demo process for Neighborhood Services.	0	\$ -	Accounted for in the contract.
CE07	Abatement Workflow customization	Abatement Workflow customization to support multiple abatement actions on a property and the associated liens. This involves lien filing activities, generating invoices for fees associated with the abatement action, and lien release activities once the invoice is paid.	0	\$ -	Accounted for in the contract.
TOTAL CE			\$	3,315.00	

CityView Letters

Ref#	Customization	Description			
Permitting, Code Enforcement, Planning and Cashiering Letters		PENDING REVIEW OUTCOME Contract includes: 30 letter templates (broken out by:# 15 PR, #15 CE Actual letter count as listed in the Letter workbook for CityView to configure: TOTAL LETTERS = 37 (broken out by: #22 PR, #15) 7 letters above contract count	0	\$ -	Used Phase 1 Letter credit to offset the 7 letters above coun
TOTAL LETTERS			\$	-	

CHANGE ORDER FINAL TOTAL \$ 3,315.00





## MEMORANDUM

**TO:** Carl E. Geffken, City Administrator  
**CC:** Jeff Dingman and Maggie Rice, Deputy City Administrators  
**FROM:** Lance A. McAvoy, Director of Water Utilities  
**DATE:** November 12, 2024  
**SUBJECT:** Racetrack Road Waterline Improvements, Project 24-15-ED1

### SUMMARY

This project includes the extension of approximately 5,280-linear feet of 8-inch water line along Racetrack Road and the eastbound Interstate 540 off ramp to U.S. Highway 271, and an 8-inch pressure reducing station to strengthen hydraulic characteristics in this portion of the water distribution system in south Fort Smith, Arkansas. An exhibit showing the location of the project areas is attached.

Hawkins-Weir Engineers, Inc. has been selected to provide design services of this project. A copy of the consultant selection form for this project is attached.

Hawkins-Weir Engineers, Inc. has submitted a proposal for design services of this project in the amount of \$143,890.00. A copy of their proposal is included as Exhibit A in the attached Agreement for Professional Services.

A Resolution authorizing the Mayor to execute an agreement with Hawkins-Weir Engineers, Inc., in the amount of \$143,890.00, is attached. This project is considered economic development and funding will be provided by General Fund.

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

### ATTACHMENTS

1. [11-19-24\\_Item\\_ID\\_1415\\_-\\_Racetrack\\_Road.pdf](#)



ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING THE 2024 OPERATING BUDGET AND AUTHORIZING THE  
APPROPRIATION OF FUNDS FROM THE UNOBLIGATED GENERAL FUND BALANCE FOR AN  
ECONOMIC DEVELOPMENT PROJECT**

---

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

**WHEREAS**, the Water Utilities department will be extending an 8-inch water line along Racetrack Road and constructing an 8-inch pressure-reducing station,

**WHEREAS**, the Economic Development project will strengthen hydraulic characteristics in this portion of the water distribution system in south Fort Smith,

**WHEREAS**, the City of Fort Smith Finance Department finds it necessary to amend the operating budget to include additional funding for this project,

**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:

<b>Account</b>		<b>Current Budget</b>	<b>Adjustment</b>	<b>Revised Budget</b>
<b>Expenditures</b>				
01010170-586505	Transfer to W/S CIP	\$ -	\$ <u>143,890</u>	\$ 143,890
Appropriation of General Fund Balance		\$ <u>143,890</u>		

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

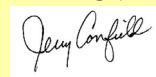
**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM:**



\_\_\_\_\_  
**CITY ATTORNEY** **NPR**





## MEMORANDUM



**TO:** Carl E. Geffken, City Administrator  
**CC:** Jeff Dingman and Maggie Rice, Deputy City Administrators  
**FROM:** Lance A. McAvoy, Director of Water Utilities  
**DATE:** November 12, 2024  
**SUBJECT:** Racetrack Road Waterline Improvements, Project No. 24-15-ED1

### SUMMARY

This project includes the extension of approximately 5,280-linear feet of 8-inch water line along Racetrack Road and the eastbound Interstate 540 off ramp to U.S. Highway 271, and an 8-inch pressure reducing station to strengthen hydraulic characteristics in this portion of the water distribution system in south Fort Smith, Arkansas. An exhibit showing the location of the project areas is attached.

Hawkins-Weir Engineers, Inc. has been selected to provide design services of this project. A copy of the consultant selection form for this project is attached.

Hawkins-Weir Engineers, Inc. has submitted a proposal for design services of this project in the amount of \$143,890.00. A copy of their proposal is included as Exhibit A in the attached Agreement for Professional Services.

A Resolution authorizing the Mayor to execute an Agreement with Hawkins-Weir Engineers, Inc., in the amount of \$143,890.00, is attached. This project is considered economic development, and funding will be provided from the General Fund per the appropriation companion item 7A.

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

### ATTACHMENTS

1. [11-19-2024\\_Item\\_ID1414\\_Resolution\\_Uilities.pdf](#)
2. [11-19-2022 Item ID 1414 Utilities Attachments.pdf](#)

**FISCAL IMPACT:** *not to exceed \$143,890.00*  
**BUDGET INFORMATION:** *Not Budgeted*



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
HAWKINS-WEIR ENGINEERS, INC. FOR PROVIDING ENGINEERING SERVICES  
ASSOCIATED WITH THE RACETRACK ROAD WATERLINE IMPROVEMENTS,  
PROJECT NO. 24-15-ED1

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

SECTION 1: An agreement with Hawkins-Weir Engineers, Inc. for providing  
engineering services associated with the Racetrack Road Waterline Improvements,  
Project No. 24-15-ED1, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby  
authorized to execute an Agreement for professional services in the amount of  
\$143,890.00 and for a contract period of 180 days, for performing said services.

THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:



\_\_\_\_\_  
npr



**AGREEMENT**  
**BETWEEN**  
**CITY OF FORT SMITH, ARKANSAS**  
**AND**  
**HAWKINS-WEIR ENGINEERS, INC.**  
**FOR**  
**PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2024 between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER)** and ***HAWKINS-WEIR ENGINEERS, INC. (ENGINEER)***. OWNER intends to employ ENGINEER to provide engineering services in connection with the ***Race Track Road Water Line Improvements (Project Number 24-15-ED1)*** (hereinafter called the **Project**).

In consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below, ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

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## SECTION 1 - BASIC SERVICES OF ENGINEER

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### 1.1 General.

ENGINEER shall:

- 1.1.1 Perform professional services to the extent provided in **Exhibit A, "Scope of Services"**.
- 1.1.2 Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
- 1.1.3 Advise OWNER as to the necessity of OWNER's providing data or services of the type described in SECTION 3 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.
- 1.1.4 Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.
- 1.1.5 Provide current and renewal copies of all certificates of insurance as required by this Agreement.
- 1.1.6 Confirm Statement of Qualifications (SOQs) are up-to-date and on file with the City at the City Clerk's Office.
- 1.1.7 Work will not commence until written Notice to Proceed (NTP) has been issued by the OWNER.
- 1.1.8 If ENGINEER receives a sales tax rebate, that rebate must be submitted with the appropriate invoice.



## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

---

### 2.1 General

If authorized in writing by OWNER, and agreed to by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in **Exhibit A, "Scope of Services"**. These services will be paid for by OWNER as indicated in Section 5.1.2.

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.
- 2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.5 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- 2.1.7 Providing assistance in resolving any Hazardous Environmental Condition

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in compliance with current Laws and Regulations.

- 2.1.8 Furnishing services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.9 Prepare and provide completed permit applications for all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.
- 2.1.10 Work for Additional Services will not commence until written Notice to Proceed (NTP) has been issued by the OWNER.
- 2.1.11 No changes may be started until approval is provided by the OWNER.
- 2.1.12 ENGINEER will submit invoices for Additional Services in accordance with the terms of this agreement.



### SECTION 3 - OWNER'S RESPONSIBILITIES

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OWNER shall furnish or obtain from others Services of the following types except to the extent provided otherwise in **Exhibit A, "Scope of Services"**.

- 3.1 Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; and furnish copies of design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2 Assist ENGINEER by making reasonably available for ENGINEER's use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Apply for permits from all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the Work.



- 3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, communicate OWNER's decisions relative to the Project, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services. Time and compensation issues under this Agreement and any project construction contract shall be taken to the Board for approval.
- 3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.10 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.
- 3.12 Prepare Easement or Right-of-Way documents for and obtain additional rights-of-way or easements as required for the Project (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).
- 3.13 Compile and print contract documents, specifications and construction plans, publish an Advertisement for Bids, receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the OWNER's governing body for approval of construction and testing contracts (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).
- 3.14 Compile contracts, bonds, certificates of insurance and other related contractual documents for review by the OWNER's legal counsel and execution by the appropriate parties.
- 3.15 OWNER will issue written NTP prior to the start of work.
- 3.16 OWNER will approve all changes to scope prior to the start of such services. A NTP will be issued for the additional services.



## SECTION 4 - PERIOD OF SERVICE

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- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. Services to be performed and ENGINEER shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of ENGINEER.
- 4.2 If OWNER has requested modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation may be adjusted appropriately. No changes will be made without specific written OWNER approval.
- 4.3 If OWNER fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, ENGINEER may request that his services be suspended under this Agreement.
- 4.4 If ENGINEER's services for study, design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written request to OWNER (but without termination of this Agreement) shall be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.
- 4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.



## SECTION 5 - PAYMENT TO ENGINEER

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### 5.1 Methods of Payment for Services and Expenses of ENGINEER.

#### 5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (except as amended and supplemented by **Exhibit A, "Scope of Services"**) 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"** for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. For ENGINEER's Consultant charges (except as amended and supplemented by **Exhibit C, "Fee Schedule"**) the OWNER shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00. The maximum compensation to the ENGINEER for Basic Services and Reimbursable Expenses shall be as provided in Section 8.2 of this Agreement.

#### 5.1.2 For Additional Services

Any and all Additional Services and payment of these services shall be agreed to in writing by OWNER and ENGINEER prior to rendering these services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

##### 5.1.2.1 General

For services of ENGINEER's employees engaged directly on the Project pursuant to Section 2, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees time Hourly Rates as shown on the attached **Exhibit B, "Engineer's Hourly Rates"**. The maximum amount paid shall not exceed the amount approved by OWNER.

##### 5.1.2.2 Special Consultants

Any and all Additional Services must be approved with an Amendment to the Agreement. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed to ENGINEER therefor times a factor of 1.00 (except as amended and supplemented by **Exhibit C, "Fee Schedule"** or as specified in rate scale exhibit shown within the Amendment).



#### 5.1.3 For Reimbursable Expenses

In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, upon ENGINEER providing OWNER an itemized receipt identifying Reimbursable Expenses, OWNER shall pay ENGINEER the actual costs of Reimbursable Expenses incurred in connection with Basic and Additional Services. This applies to services performed by sub-contractors and any others hired by ENGINEER to support this effort.

The OWNER reserves the right to audit any invoice (except ENGINEER'S Hourly Rates). ENGINEER shall refer to Utility Department Travel Policy and Invoice Policy for Reimbursable Expenses. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

##### 5.1.3.1 Airfare

Airfare ticket reimbursement will be made for actual coach costs. Receipts must have dates of travel. OWNER will not pay for flight insurance or upgrades. If a flight voucher is issued to the traveler, the voucher must be provided to the OWNER.

##### 5.1.3.2 Lodging

Lodging will be reimbursed up to the current General Services Administration (GSA) rate, plus tax, for the current year, and requires submittal of an itemized room receipt, which includes dates, length of stay, and employee's full name.

##### 5.1.3.3 Meals

A per diem meal allowance will be paid up to the current GSA rate for the current year. Travel days will be paid at a prorated rate per the GSA policy. Per diem will not be paid for meals provided by the hotel, or any meals provided by attendance at a conference. Meal receipts are required for individual travelers.

##### 5.1.3.4 Mileage

Mileage for a privately owned or company owned vehicle shall be reimbursed in accordance with the current GSA mileage chart. The request for mileage reimbursement shall include the total miles driven for the time period covered by the invoice, purpose of travel, the reimbursement rate, the total reimbursement requested and the employee's full name.

##### 5.1.3.5 Parking and Tolls

All parking and toll receipts must have the cost, date, and location of the fees.

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5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)  
All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.

5.1.3.7 Lease Agreements  
All leases must be pre-approved by OWNER. A copy of OWNER reimbursed lease agreement must be provided with any lease reimbursement requests. Cleaning or custodial services shall not be reimbursed.

5.1.3.8 Working Meals with OWNER  
Reimbursement for meals provided during meetings must be preapproved and shall include a receipt for the meal (including tip, which cannot exceed 15%), the meeting agenda, and a list of those attending the meeting. The OWNER will not reimburse for alcohol. Working lunches/dinners must follow all requirements as specified in section 5.1.3.3. Working meals must be pre-approved by OWNER.

5.1.3.9 Rental Cars  
Rental car receipt and any gas receipts for rental period must be provided. OWNER will not pay for vehicle insurance coverage. Mileage will not be paid for rental cars. The maximum size vehicle is a mid-size sedan, unless pre-approved by OWNER for larger vehicle.

5.1.4 The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.1.5 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 both the Utility Director and Finance Director 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 paragraph 8.2 shall not be exceeded without written approval of the Owner.



## 5.2 Times of Payment

- 5.2.1 ENGINEER shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on ENGINEER's Hourly Rates as shown on the attached **Exhibit B, "Engineer's Hourly Rates"** for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the Project. OWNER shall make payment of approved amounts within 60 days after receipt of the statements.
- 5.2.2 Invoices for all work performed through November are due by December 20<sup>th</sup>. December invoices are due no later than January 10<sup>th</sup>, and shall only include charges through December 31<sup>st</sup>. Invoices shall not overlap different calendar years.

## 5.3 Other Provisions Concerning Payments

- 5.3.1 In the event of termination by OWNER under Section 6 during any phase or task of the Basic Services, progress payments due ENGINEER for services rendered to the date of termination shall constitute total payment for ENGINEER's services. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.
- 5.3.2 OWNER may request copies of time sheets to verify hours billed. ENGINEER is responsible for ensuring that those hours are well documented and substantiated with monthly reports. OWNER may, on random basis, audit time sheets to verify labor hours. This shall exclude auditing of agreed-to hourly rates or overhead multipliers.
- 5.3.3 OWNER reserves the right to audit any invoice or contract in which the OWNER is a party to, excluding auditing of agreed-to hourly rates or overhead multipliers.



## 5.4 Definitions

- 5.4.1 The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, financial specialist, other technical personnel, stenographers, typists, accountants and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-Project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.
- 5.4.2 Reimbursable Expenses refer to the actual expenses incurred directly or indirectly in connection with the Project.
- 5.4.3 GSA rates refer to the General Services Administration guidelines for the current year in which an invoice is processed.



## SECTION 6 - SUSPENSION AND TERMINATION

---

### 6.1 Suspension and Termination

#### 6.1.1 Suspension

6.1.1(A) By OWNER: OWNER may suspend services under this Agreement upon seven days written notice to ENGINEER.

6.1.1(B) By ENGINEER. If ENGINEER's services are substantially delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

#### 6.1.2 Termination

The obligation to provide further services under this Agreement may be terminated:

6.1.2(A) For convenience, without cause by the OWNER's reasonable discretion, by OWNER effective upon 15 days after ENGINEER's receipt of written notice from OWNER.

6.1.2(B) For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.1.2(B).a. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



6.1.3 Effective Date of Termination

The terminating party under paragraph 6.1.2. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. ENGINEER shall be paid for all services performed, including any services performed due to the termination, to the date of termination.



## SECTION 7 – GENERAL CONSIDERATIONS

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### 7.1 Use of Documents

7.1.1 All Documents including Drawings and Special Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.

7.1.2 Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

### 7.2 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Arkansas. The venue for any action between OWNER and ENGINEER related to the Project or this Agreement shall be in the Circuit Court of the Fort Smith District of Sebastian County, Arkansas.

### 7.3 Successors, Assigns, and Beneficiaries

7.3.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.7.B, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.



7.3.2 Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.3.3 Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

#### 7.4 Access To Records

The ENGINEER and any Subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by authorized representatives of the OWNER, or any governmental agency providing any portion of Project funding, and copies thereof shall be furnished, if requested at OWNER'S expense. The OWNER reserves the right to audit all project related documents. A copy of ENGINEER'S monthly reports will be provided to the OWNER. The OWNER reserves the right to audit all records. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.



## 7.5 Standards of Performance

- 7.5.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information or others not under contract with ENGINEER.
- 7.5.2 ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such documents.

## 7.6 Insurance

- 7.6.1 ENGINEER shall procure and maintain insurance as set forth below. ENGINEER shall cause OWNER to be listed as an additional insured on the commercial general liability insurance policy carried by ENGINEER. ENGINEER shall each deliver to the OWNER certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the performance of ENGINEER'S services under this Agreement. Certificate of insurance shall be attached as **Exhibit D, "Certificate of Liability Insurance"**.
- 7.6.2 ENGINEER's insurance shall include the designated types and coverage limits:
- 7.6.2(A) Workers' Compensation – Limits as required by controlling law;
- 7.6.2(B) Professional liability - Each claim made and annual aggregate limit of \$1 Million;
- 7.6.2(C) Automobile liability - Each accident of \$1 Million;



7.6.2(D) General liability - \$1 Million each occurrence and annual aggregate limit of \$2 Million.

7.6.3 OWNER and ENGINEER release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services. A provision similar to this shall be incorporated into all construction contracts entered into by OWNER, and all construction contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage covered by any construction contractor's property insurance.

Note: ENGINEER will provide a copy of any and all renewal certificates when issued.

## 7.7 Indemnification

7.7.1 To the fullest extent permitted by law, ENGINEER shall indemnify OWNER and its officers and employees from and against damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement, provided that any such, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible third-party property but only to (b) the extent caused by any negligent act or omission of the ENGINEER, anyone directly or indirectly employed by the ENGINEER or anyone for whose acts the ENGINEER may be liable.

## 7.8 Waiver

7.8.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## 7.9 Notices

7.9.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



## 7.10 Survival

7.10.1 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

## 7.11 Severability

7.11.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER.

## 7.12 Cost Opinions and Projections

7.12.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

## 7.13 Limitation of Liability

7.13.1 Neither party shall be liable to the other party for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

7.13.2 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional

Rev. 10/31/2024



errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED two times the total compensation paid ENGINEER . The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

#### 7.14 Delays

- 7.14.1 In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.



## SECTION 8 - EXECUTION

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- 8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.2 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.
- 8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **One Hundred Forty-Three Thousand Eight Hundred Ninety and 00/100 Dollars (\$143,890.00)** without written approval of the OWNER.
- 8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **180 calendar days** from the project start date which shall be the date that this Agreement is executed by the OWNER (the OWNER's execution of this Agreement shall serve as the Notice to Proceed to ENGINEER).



8.5 Address for giving notices:

Owner	Professional Services Provider
City of Fort Smith	Hawkins-Weir Engineers, Inc.
C/O Utility Engineering Department	403 Garrison Avenue, Suite 101
801 Carnall Avenue, Suite 500	Fort Smith, AR 72901
Fort Smith, AR 72901	

8.6 Designated Representative (see Section 3.8):

Owner	Professional Services Provider
<u>Parth Modi</u> (Print Name)	<u>Larry E. Yancey, P.E.</u> (Print Name)
Title: <u>Project Engineer</u>	Title: <u>Project Manager</u>
Phone Number: <u>479.494.3946</u>	Phone Number: <u>479.242.4685</u>
Facsimile Number: <u>479-494-3909</u>	Facsimile Number: <u>479.474.8531</u>
E-Mail Address: <u>parth.modi@fortsmith.gov</u>	E-Mail Address: <u>larry.yancey@hawkins-weir.com</u>

(The Remainder Of This Page Is Blank)



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



(SEAL)

Barry K. McCormick  
(Corporate Secretary)

Barry K. McCormick, P.E.  
(Witness)

City of Fort Smith, Arkansas  
(Owner)

By: \_\_\_\_\_  
George McGill, Mayor

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
(Engineer - Company Name)

By: Brett D. Peters  
President

Brett D. Peters, P.E.  
(Printed Name)

P. O. Box 648  
(Mailing Address)

Van Buren                      AR                      72957  
(City)                                      (State)                                      (Zip)

Engineer License or Certificate No. 101

State of: Arkansas

NOTE:            If Engineer is a corporation, Corporation Secretary should attest.





**Exhibit A  
Scope of Services  
Race Track Road Water Line Improvements  
Fort Smith, Arkansas  
Project No. 24-15-ED1  
November 8, 2024**



Further Description of Basic Engineering Services and Related Matters:

**Scope**

The Basic Services of the ENGINEER as described in Section 1 of the Agreement are amended or supplemented as indicated below, and the time periods for the performance of certain services as indicated in Section 1 of the Agreement are stipulated as indicated below.

The Race Track Road Water Line Improvements (Project No. 24-15-ED1) includes the extension of approximately 5,280-linear feet of 8-inch water line along Race Track Road and the eastbound Interstate 540 off ramp to U.S. Highway 271, and an 8-inch pressure reducing station to strengthen hydraulic characteristics in this portion of the water distribution system in south Fort Smith, Arkansas.

**1. Project Management and Administration**

- a. Prepare correspondence and consultation with OWNER
- b. Develop a detailed project schedule that outlines the tasks and major milestone dates
- c. Conduct up to two (2) Progress Meetings
  - (1) Progress meetings to provide updates on the project status and review any outstanding project decisions or issues
  - (2) The progress meetings are in addition to the design review meetings (30% Design, 60% Design, and 90% Design review meetings)
  - (3) A meeting agenda and subsequent meeting summary will be distributed by the ENGINEER to all meeting participants

**2. Topographic Surveys**

- a. Establish baseline (with references) along centerline of proposed water line route; set survey control monuments to facilitate construction. Survey control for the construction centerline shall be established utilizing the City of Fort Smith Coordinate System. All surveys and related right-of-way work shall conform to the Arkansas Standards of Practice for Property Boundary Surveys and Plats, Effective August 7, 2020
- b. Locate all existing structures, streets, driveways, storm drains, utilities, fences, trees, landscaping and other features within 50-feet of any proposed improvements
- c. ENGINEER will obtain ownership information from a Sub-Consultant, Abstract Company, for properties along the project route including copies of recorded plats, property descriptions for unplatted tracts, and any available easement documents
- d. Perform field surveys to determine existing monumentation and establish landlines, ownership lines, rights-of-way, and easements





**Exhibit A**  
**Scope of Services**  
**Race Track Road Water Line Improvements**  
**Fort Smith, Arkansas**  
**Project No. 24-15-ED1**  
**November 8, 2024**



**3. Utility Coordination**

- a. Obtain location and size of existing overhead and underground utilities from the utility companies
- b. Using utility field survey data and atlas mapping, plot existing utilities on plans
- c. Attend meetings with each affected utility company to discuss necessary adjustments or relocations
- d. Perform field locates with a Sub-Consultant, Utility Contractor, by spot digging critical utilities under supervision and/or assistance from the OWNER

**4. Conceptual Design Phase (30% Design)**

- a. Review available information including Record Drawings and GIS data from OWNER related to the project
- b. Prepare exhibits showing anticipated easement acquisitions for the project. Prepare property descriptions and exhibits on a document format approved by the City's Attorney for the OWNER's acquisition of utility easements or temporary construction easements
- c. Assist the City's Appraiser and Right-of-Way Acquisition Agent
- d. Prepare conceptual plans (horizontal scale of drawings to be 1-inch equals 20-feet or larger, vertical scale to be 1-inch equals 5-feet or larger, and cross section scale to be 1-inch equals 10-feet horizontal and 1-inch equals 5-feet vertical or larger) including the following information:
  - (1) Survey data
  - (2) Record drawings, atlas mapping, GIS data etc.
  - (3) Proposed alignment of 8-inch water line
  - (4) Proposed 8-inch pressure reducing station
  - (5) Existing and proposed surface profiles
  - (6) Existing pipelines, roads, and structures detailed in the profile view
  - (7) Buried utility crossing depths shown in profile
  - (8) Pipeline crossing locations (streams, interstate, and roads)
  - (9) Proposed utility easements and temporary construction easements
- e. Prepare 30% Design Opinion of Probable Cost
- f. Submit one (1) full-size (22"x34") copy, three (3) half-size (11"x17") copies, and one (1) .pdf copy of the 30% Design Plans, Opinion of Probable Cost, and Specification Table of Contents for the OWNER's review
- g. Participate in 30% Design Review Meeting within seven (7) days following submittal of the 30% Design Documents





**Exhibit A  
Scope of Services  
Race Track Road Water Line Improvements  
Fort Smith, Arkansas  
Project No. 24-15-ED1  
November 8, 2024**



**5. Preliminary Design Phase (60% Design)**

- a. Prepare preliminary design to incorporate any QA/QC review comments and 30% Design review comments
- b. Prepare sufficient layout and details to allow review and evaluation of an alternate alignment for the 8-inch water line improvements
- c. Coordinate with ARDOT to determine permitting and water line installation requirements underneath Interstate 540
- d. Evaluate and recommend pipe material for water line
- e. Assist the City's Appraiser and Right-of-Way Acquisition Agent
- f. Prepare 60% Design Opinion of Probable Cost
- g. Submit one (1) full-size copy, three (3) half-size copies, and one (1) .pdf format copy of the 60% Design Plans, Opinion of Probable Cost, and Preliminary Specifications including Special Conditions
- h. Participate in 60% Design Review Meeting within seven (7) days following submittal of the 60% Design Documents

**6. Pre-Final Design Phase (90% Design Phase)**

- a. Prepare pre-final design calculations, plans, profiles, details, cross sections, street crossings, traffic detours and other items. Pre-final plans shall incorporate evaluation data and comments discussed during the Preliminary Design Phase (60% Design) meetings and correspondence
- b. Prepare construction details that depict all typical items including, but not limited to, fire hydrants, valves, and water system appurtenances utilizing the City of Fort Smith format and standard detail drawings where applicable
- c. Prepare notes on plans to describe the construction work to be performed
- d. Prepare stormwater and erosion control measures on plans. As needed, prepare Stormwater Pollution Prevention Plan in accordance with the requirements of ADEQ General Permit ARR150000, Part II, Section A.4
- e. Prepare Special Conditions to the construction contract
- f. Calculate construction quantities in accordance with the City of Fort Smith standard construction specifications and format, and submit copy of calculations. Calculations should be itemized by plan sheet and show any assumptions or contingencies used





**Exhibit A  
Scope of Services  
Race Track Road Water Line Improvements  
Fort Smith, Arkansas  
Project No. 24-15-ED1  
November 8, 2024**



- g. Provide construction bid proposal form on a computer disk in accordance with City of Fort Smith format
- h. Prepare Opinion of Probable Cost
- i. Perform QA/QC review of Plans
- j. Prepare permits (ADEQ, ARDOT, ADH, and USACE, etc.). Engineer will include permit and review fees as a reimbursable expense
- k. Submit one (1) full-size copy, three (3) half-size copies, and one (1) .pdf copy of the 90% Design Plans, Opinion of Probable Cost, and Specifications including Special Conditions
- l. Participate in 90% Design Review Meeting within seven (7) days following submittal of the 90% Design Documents

**7. Final Design Services (100% Design Phase)**

- a. Incorporate any QA/QC review comments and 90% Design review comments
- b. Submit one (1) full-size copy, three (3) half-size copies, one (1) .pdf format copy of the "Issued for Bid" (IFB) Plans, IFB Specifications including Special Conditions, and the Final Opinion of Probable Cost

**8. Bid Phase Services**

- a. Assist the City in advertising the project for bidding
- b. Prepare and distribute any necessary addenda for the project
- c. Attend Pre-Bid Conference and site visit to assist the OWNER in answering questions concerning the project. Distribute the meeting summary and sign-in sheet to meeting attendees
- d. Assist the OWNER in receiving bids and preparing the bid tabulation for the project
- e. Review bids and prepare a recommendation to the OWNER for the award of a construction contract
- f. Assist in the preparation of Contract Documents for execution between the OWNER and CONTRACTOR
- g. Submit one (1) full-size copy and five (5) half-size copies of the "Issued for Construction" (IFC) documents that include all Addendum and clarifications issued prior to Award of the Construction Contract





**Exhibit A  
Scope of Services  
Race Track Road Water Line Improvements  
Fort Smith, Arkansas  
Project No. 24-15-ED1  
November 8, 2024**



**9. Construction Phase**

- a. Construction Phase Services are not included in this Scope of Services.

**10. General**

- a. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER within the following specified times following written authorization to proceed with that phase of services.

<u>Phase</u>	<u>Calendar Days After Receipt of Notice</u>
Survey and Coordination	30
Preliminary Design Phase	45
Pre-Final Design	30
Final Design Phase	15

- b. The ENGINEER should anticipate a seven (7) calendar day review period by the City staff between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- c. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract.
- d. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

**11. Exclusions to the Scope of Services**

- a. Construction Observation or Administration including: submittal review, review or preparation of payment requests, assessment of substantial/final completion, review of CONTRACTOR's conformance to construction documents, or preparation of Record Drawings. Any Scope of Services for Construction Phase Services will be considered under a separate agreement or amendment.
- b. Environmental assessment or evaluation of the site.
- c. Construction layout staking for the CONTRACTOR, except that HW will minimally provide two (2) construction control points.

Attachment A – Project Location Map



W:\WEIR\24-15-ED1-ATT-A.DWG, 11/7/2024 9:40 AM, MATT WEIR, LAYOUT



**HW****HAWKINS WEIR**  
ENGINEERS, INC.

Van Buren  
(479) 474-1227

Fort Smith  
(479) 242-4685

Fayetteville  
(479) 455-2206

Little Rock  
(501) 374-4846

www.hawkins-weir.com

ATTACHMENT A  
RACE TRACK ROAD WATER LINE IMPROVEMENTS

FOR: CITY OF FORT SMITH, ARKANSAS

NOVEMBER 2024	SCALE: 1"=500'	JOB NO. 24-15-ED1
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## Exhibit B



### Hawkins-Weir Engineers, Inc. Hourly Rate Schedule: 2024

<b>Description</b>	<b>Billing Rate/Hour</b>
Engineer VII	\$250
Engineer VI	\$225
Engineer V	\$200
Engineer IV	\$175
Engineer III	\$150
Engineer II	\$125
Engineer I	\$75
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$75
Surveyor	\$150
GPS Survey	\$175
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75
<b>Reimbursable Expenses</b>	
Mileage	\$0.72/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

**Notes:**

1. Hourly rates may be equitably adjusted annually
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.





**Exhibit C**  
**Scope of Services Fee Proposal Summary**  
**Race Track Road Water Line Improvements**  
**Fort Smith, Arkansas**  
**Project No. 24-15-ED1**  
**November 8, 2024**



**1. Project Management and Administration**

Task	Engr VII	Engr II	GPS Survey	Survey	Dsgnr II	Dsgnr I	Tech I	Total Hours
a. Prepare correspondence and consultation with OWNER	2	2					4	8
b. Develop a detailed project schedule that outlines the tasks and major milestone dates	2	2					4	8
c. Conduct up to two (2) Progress Meetings	4	8				4	4	20
(1) Progress meetings to provide updates on the project status and review any outstanding project decisions or issues								0
(2) The progress meetings are in addition to the design review meetings (30% Design, 60% Design, and 90% Design Review Meetings)								0
(3) A meeting agenda and subsequent meeting summary will be distributed by the ENGINEER to all meeting participants								0
<b>Total Hours</b>	<b>8</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>36</b>
<b>Total Cost - Project Management and Administration</b>								<b>\$4,800</b>

**2. Topographic Surveys**

Task	Engr VII	Engr II	GPS Survey	Survey	Dsgnr II	Dsgnr I	Tech I	Total Hours
a. Establish baseline (with references) along centerline of proposed water line route; set survey control monuments to facilitate construction. Survey control for the construction centerline shall be established utilizing the City of Fort Smith Coordinate System. All surveys and related right-of-way work shall conform to the Arkansas Standards of Practice for Property Boundary Surveys and Plats, Effective August 7, 2020	2	8	40	8	4	40	4	106
b. Locate all existing structures, streets, driveways, storm drains, utilities, fences, trees, landscaping and other features within 50-feet of any proposed improvements			24	4				28
c. ENGINEER will obtain ownership information from a Sub-Consultant, Abstract Company, for properties along the project route including copies of recorded plats, property descriptions for unplatted tracts, and any available easement documents				4	16			20
d. Perform field surveys to determine existing monumentation and establish landlines, ownership lines, rights-of-way, and easements	2			8				10
<b>Total Hours</b>	<b>4</b>	<b>8</b>	<b>64</b>	<b>24</b>	<b>20</b>	<b>40</b>	<b>4</b>	<b>164</b>
<b>Total Cost - Topographic Surveys</b>								<b>\$23,800</b>

**3. Utility Coordination**

Task	Engr VII	Engr II	GPS Survey	Survey	Dsgnr II	Dsgnr I	Tech I	Total Hours
a. Obtain location and size of existing overhead and underground utilities from the utility companies		8			8		4	20
b. Using utility field survey data and atlas mapping, plot existing utilities on plans						40		40
c. Attend meetings with each affected utility company to discuss necessary adjustments or relocations	4	4					2	10
d. Perform field locates with a Sub-Consultant, Utility Contractor, by spot digging critical utilities under supervision and/or assistance from the OWNER.	4	4	4	2			2	16
<b>Total Hours</b>	<b>8</b>	<b>16</b>	<b>4</b>	<b>2</b>	<b>8</b>	<b>40</b>	<b>8</b>	<b>86</b>
<b>Total Cost - Utility Coordination</b>								<b>\$10,680</b>





**Exhibit C**  
**Scope of Services Fee Proposal Summary**  
**Race Track Road Water Line Improvements**  
**Fort Smith, Arkansas**  
**Project No. 24-15-ED1**  
**November 8, 2024**



**4. Conceptual Design Phase (30% Design)**

Task	Engr VII	Engr II	GPS Survey	Survey	Dsgnr II	Dsgnr I	Tech I	Total Hours
a. Review available information including Record Drawings and GIS data from OWNER related to the project	2	8					2	12
b. Prepare exhibits showing anticipated easement acquisitions for the project. Prepare property descriptions and exhibits on a document format approved by the City's Attorney for the OWNER's acquisition of utility easements or temporary construction	2	4		20	4	8	4	42
c. Assist the City's Appraiser and Right-of-Way Acquisition Agent	2	4		4	4			14
d. Prepare conceptual plans (horizontal scale of drawings to be 1-inch equals 20-feet or larger, vertical scale to be 1-inch equals 5-feet or larger, and cross section scale to be 1-inch equals 10-feet horizontal and 1-inch equals 5-feet vertical or larger) including the following information:	8	40		4	4	40	4	100
(1) Survey data								
(2) Record drawings, atlas mapping, GIS data etc.								
(3) Proposed alignment of 8-inch water line								
(4) Proposed 8-inch pressure reducing station								
(5) Existing and proposed surface profiles								
(6) Existing pipelines, roads, and structures detailed in the profile view								
(7) Buried utility crossing depths shown in profile								
(8) Pipeline crossing locations (streams, interstate, and roads)								
(9) Proposed utility easements and temporary construction easements								
e. Prepare 30% Design Opinion of Probable Cost	2	4					2	8
f. Submit one (1) full-size copy (22' x 34") copy, three (3) half-size copies, and one (1) .pdf copy of the 30% Design Plans, Opinion of Probable Cost, and Specification Table of Contents for the OWNER's review	2						2	4
g. Participate in 30% Design Review Meeting within seven (7) days following submittal of the 30% Design Documents	2	4					2	8
<b>Total Hours</b>	<b>20</b>	<b>64</b>	<b>0</b>	<b>28</b>	<b>12</b>	<b>48</b>	<b>16</b>	<b>188</b>
<b>Total Cost - Conceptual Design Phase (30% Design)</b>								<b>\$24,820</b>

**5. Preliminary Design Phase (60% Design)**

Task	Engr VII	Engr II	GPS Survey	Survey	Dsgnr II	Dsgnr I	Tech I	Total Hours
a. Prepare preliminary design to incorporate any QA/QC review comments and 30% Design review comments	16	40				40	8	104
b. Prepare sufficient layout and details to allow review and evaluation of an alternate alignment for the 8-inch water line improvements	2	8				8		18
c. Coordinate with ARDOT to determine permitting and water line installation requirements underneath Interstate 540	2						2	4
d. Evaluate and recommend pipe material for water line	4	8					8	20
e. Assist the City's Appraiser and Right-of-Way Acquisition Agent	2	2			4			8
f. Prepare 60% Design Opinion of Probable Cost	2	2					2	6





**Exhibit C**  
**Scope of Services Fee Proposal Summary**  
**Race Track Road Water Line Improvements**  
**Fort Smith, Arkansas**  
**Project No. 24-15-ED1**  
**November 8, 2024**



**5. Preliminary Design Phase (60% Design) continued**

Task	Engr VII	Engr II	GPS Survey	Survey	Dsgnr II	Dsgnr I	Tech I	Total Hours
g. Submit one (1) full-size copy, three (3) half-size copies, and one (1) .pdf copy of the 60% Design Plans, Opinion of Probable Cost, and Preliminary Specifications including Special Conditions	2						2	4
h. Participate in 60% Design Review Meeting within seven (7) days following submittal of the 60% Design Documents	2	4					2	8
<b>Total Hours</b>	<b>32</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>48</b>	<b>24</b>	<b>172</b>
<b>Total Cost - Preliminary Design Phase (60% Design)</b>								<b>\$23,140</b>

**6. Pre-Final Design Phase (90% Design)**

Task	Engr VII	Engr II	GPS Survey	Survey	Dsgnr II	Dsgnr I	Tech I	Total Hours
a. Prepare pre-final design calculations, plans, profiles, details, cross sections, street crossings, traffic detours and other items. Pre-final plans shall incorporate evaluation data and comments discussed during the Preliminary Design Phase (60% Design) meetings and correspondence	4	24			8	16	4	56
b. Prepare construction details that depict all typical items, including but not limited to, fire hydrants, valves, and water system appurtenances utilizing the City of Fort Smith format and standard detail drawings where applicable	4	8					1	13
c. Prepare notes on plans to describe the construction work to be performed	4	8				8	1	21
d. Prepare stormwater and erosion control measures on plans. As needed, prepare Stormwater Pollution Prevention Plan in accordance with the requirements of ADEQ General Permit ARR150000, Part II, Section A.4		2					1	3
e. Prepare Special Conditions to the construction contract	4	4					2	10
f. Calculate construction quantities in accordance with the City of Fort Smith standard construction specifications and format, and submit copy of calculations. Calculations should be itemized by plan sheet and show any assumptions or contingencies used	2	4					1	7
g. Provide construction bid proposal form on a computer disk in accordance with City of Fort Smith format	2	2					1	5
h. Prepare Opinion of Probable Cost		4					1	5
i. Perform QA/QC review of Plans	8					16		24
j. Prepare permits (ADEQ, ARDOT, ADH, and USACE, etc.). Engineer will include permit and review fees as a reimbursable expense		4					2	6
k. Submit one (1) full-size copy, three (3) half-size copies, and one (1) .pdf copy of the 90% Design Plans, Opinion of Probable Cost, and Specifications including Special Conditions	2						1	3
l. Participate in 90% Design Review Meeting within seven (7) days following submittal of the 90% Design Documents.	2	4					1	7
<b>Total Hours</b>	<b>32</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>40</b>	<b>16</b>	<b>160</b>
<b>Total Cost - Pre-Final Design Phase (90% Design)</b>								<b>\$22,280</b>





**Exhibit C**  
**Scope of Services Fee Proposal Summary**  
**Race Track Road Water Line Improvements**  
**Fort Smith, Arkansas**  
**Project No. 24-15-ED1**  
**November 8, 2024**



**7. Final Design Services (100% Design)**

Task	Engr VII	Engr II	GPS Survey	Survey	Dsgnr II	Dsgnr I	Tech I	Total Hours
a. Incorporate any QA/QC review comments and 90% Design review comments	8	24				24	4	60
b. Submit one (1) full-size copy, three (3) half-size copies, and one (1) .pdf copy of the "Issued for Bid" (IFB) Plans, IFB Specifications including Special Conditions, and the Final Opinion of Probable Cost	4						4	8
<b>Total Hours</b>	<b>12</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>8</b>	<b>68</b>
<b>Total Cost - Final Design Phase (100% Design)</b>								<b>\$9,000</b>

**8. Bid Phase Services**

Task	Engr VII	Engr II	GPS Survey	Survey	Dsgnr II	Dsgnr I	Tech I	Total Hours
a. Assist the City in advertising the project for bidding							2	2
b. Prepare and distribute any necessary addenda for the project	8	8	4	2	2	4	4	32
c. Attend Pre-Bid Conference and site visit to assist the OWNER in answering questions concerning the project. Distribute the meeting summary and sign-in sheet to meeting attendees	2	2					2	6
d. Assist the OWNER in receiving bids and preparing the bid tabulation for the project	2	4					2	8
e. Review bids and prepare a recommendation to the OWNER for the award of a construction contract	2	2					2	6
f. Assist in the preparation of Contract Documents for execution between the OWNER and CONTRACTOR	4	2					2	8
g. Submit one (1) full-size copy and five (5) half-size copies of the "Issued for Construction" (IFC) documents that include all Addendum and clarifications issued prior to Award of the Construction Contract	2	2					2	6
<b>Total Hours</b>	<b>20</b>	<b>20</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>16</b>	<b>68</b>
<b>Total Cost - Bid Phase Services</b>								<b>\$10,370</b>





Exhibit C  
Scope of Services Fee Proposal Summary  
Race Track Road Water Line Improvements  
Fort Smith, Arkansas  
Project No. 24-15-ED1  
November 8, 2024



A. Reimbursable Expenses

Item	Description	Total
1. Reproduction & Printing	FS Blueprint - Plans and Specs for Project Documents	\$1,000
2. Outside Services	ARKUPS Utility Locates (12 hours @ ~ \$100/hr)	\$1,200
3. Outside Services	Title Services - Deed of research (20 parcels @ \$350/parcel)	\$7,000
4. Outside Services	Utility Contractor - Field excavation and location of utilities	\$4,600
5. Permits	(ADH, ADEQ, and ARDOT)	\$1,200
Total Estimated Reimbursable Expenses		\$15,000

ENGINEERING SERVICES SUMMARY

1. Project Management and Administration	\$4,800
2. Topographic Surveys	\$23,800
3. Utility Coordination	\$10,680
4. Conceptual Design Phase (30% Design)	\$24,820
5. Preliminary Design Phase (60% Design)	\$23,140
6. Pre-Final Design Phase (90% Design)	\$22,280
7. Final Design Services (100% Design)	\$9,000
8. Bid Phase Services	\$10,370
A. Reimbursable Expenses	\$15,000
Total Engineering Fee - Not to Exceed	\$143,890





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 11/7/2024

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).

<b>PRODUCER</b> <b>BHC Insurance</b> 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	<b>CONTACT NAME:</b> Cynthia M. Sikes <b>PHONE (A/C, No, Ext):</b> (479) 343-9142 <b>FAX (A/C, No):</b> (479) 484-5185 <b>E-MAIL ADDRESS:</b> cynthia@bhca.com														
<b>INSURED</b>  Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Employers Mutual Casualty Company</td> <td>21415</td> </tr> <tr> <td>INSURER B : EMCASCO Insurance Company</td> <td>21407</td> </tr> <tr> <td>INSURER C : Accident Fund National Ins Co</td> <td>12305</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Employers Mutual Casualty Company	21415	INSURER B : EMCASCO Insurance Company	21407	INSURER C : Accident Fund National Ins Co	12305	INSURER D :		INSURER E :		INSURER F :	
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## 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6W68047	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
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			6E68047	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J68047	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	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	N/A	100119068	11/1/2024	11/1/2025	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project# 24-15-ED1, Race Track Road Water Line Improvements

## CERTIFICATE HOLDER

## CANCELLATION

City of Fort Smith Water Utilities 801 Carnall Ave, Suite 500 Fort Smith, AR 72901	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 
--	---





EXHIBIT D

HAWKENG-01

CYNTHIA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2024

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			21OH065549824	7/11/2024	7/11/2025	Aggregate 4,000,000
B	Excess Liability			015136178	7/11/2024	7/11/2025	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project# 24-15-ED1, Race Track Road Water Line Improvements

## CERTIFICATE HOLDER

## CANCELLATION

City of Fort Smith Water Utilities  
801 Carnall Ave, Suite 500  
Fort Smith, AR 72901

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





## MEMORANDUM



**TO:** Carl E. Geffken, City Administrator  
**CC:** Jeff Dingman and Maggie Rice, Deputy City Administrators  
**FROM:** Lance A. McAvoy, Director of Water Utilities  
**DATE:** November 12, 2024  
**SUBJECT:** 2016 SSA Remedial Measures, Sub-Basin S007

### SUMMARY

This is a Consent Decree sanitary sewer remedial measures project. The project consists of the replacement of the remediation of approximately 3,794 linear feet of 8-inch and 200 linear feet of 12-inch diameter sanitary sewer line replacement by open cut methods; 5,548 linear feet of 8-inch sanitary sewer line replacement by pipe burst methods, 2,331 linear feet of 8-inch and 603 linear feet of 12-inch remediation by CIPP; the installation of 73 clean outs; the replacement of 27 48-inch diameter manholes; the lining of 38 manholes; and the replacement of 17 manhole frame and covers. An exhibit showing the location of the project is attached.

At the November 6, 2024 meeting the Board of Directors voted 5/2 against approval of the contract with Royal Ridge Construction, effectively allowing them to rescind their bid. The second lowest bid for the project was submitted by Forsgren, Inc. in the amount of \$8,231,278.00. A bid tabulation showing the bidders and their bid amounts is attached.

A Resolution authorizing the Mayor to execute a contract with Forsgren, Inc in the amount of \$8,231,278.00, is attached. Funding for this project is available through the 5/8% sales tax dedicated to Consent Decree projects.

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

### ATTACHMENTS

1. [11-19-2024\\_Item\\_ID\\_1401\\_Resolution\\_Utilities.pdf](#)
2. [11-19-2024 Item ID 1401 Attachments Utilities.pdf](#)

**FISCAL IMPACT:** \$8,231,278.00  
**BUDGET INFORMATION:** Budgeted / Water Utilities - 5/8% Sales Tax



## CONSENT DECREE

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO  
EXECUTE A CONTRACT WITH FORSGREN, INCORPORATED FOR THE  
2016 SSA REMEDIAL MEASURES, SUB-BASIN S007 PROJECT NO.17-12-C1

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

SECTION 1: The bid of Forsgren Incorporated for the construction of the 2016 SSA Remedial Measures, Sub-Basin S007, Project No.17-12-Construction (C1), is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Forsgren Incorporated in the amount of \$8,231,278.00 and for performing the construction approved by Section 1 during a contract period reaching substantial completion by December 31, 2025.

This Resolution adopted this \_\_\_\_\_ day of November 2024.

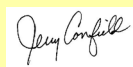
APPROVED:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
npr



## Bid Tabulation Sheet

### **Project Name**

2016 SSA Remedial Measures – Sub-Basin S007  
17-12-C1

### **Bid Opening**

October 11, 2024  
9:00 AM

### **Bids Received**

Royal Ridge Construction, LLC Fort Smith, AR	<u>\$ 4,530,534.00</u>
Forsgren, Inc Fort Smith, AR	<u>\$ 8,231,278.00</u>
Crawford Construction Company Van Buren, AR	<u>\$ 8,531,698.00</u>
Krapff-Reynolds Construction Company Oklahoma City, OK	<u>\$ 9,282,305.00</u>



November 13, 2024

Mr. Lance McAvoy, Director  
Fort Smith Water Utilities  
801 Carnall Avenue  
Fort Smith, AR 72901

RE: 2016 SSA Remedial Measures, Sub-Basin S007  
Project No. 17-12-C1

Dear Mr. McAvoy,

On October 11, 2024, we opened bids on the 2016 SSA Remedial Measures, Sub-Basin S007 project and we received four responsive bids. Forsgren, Inc. from Fort Smith, Arkansas is the second low bidder (Royal Ridge Construction, LLC, withdrew their bid) with a bid in the amount of \$8,231,278.00. The certified bid tabulation is attached for reference.

We have reviewed the bid and have reached out to other City departments for references, including work on numerous Capital Street Improvements projects with Fort Smith Engineering and SSA Remedial Measures projects with Fort Smith Water Utilities. All had positive remarks on the contractor's work; therefore, we recommend awarding the bid to Forsgren, Inc. in the amount of \$8,231,278.00.

Please do not hesitate to call should you have any questions and as always, thank you for allowing us to be of service.

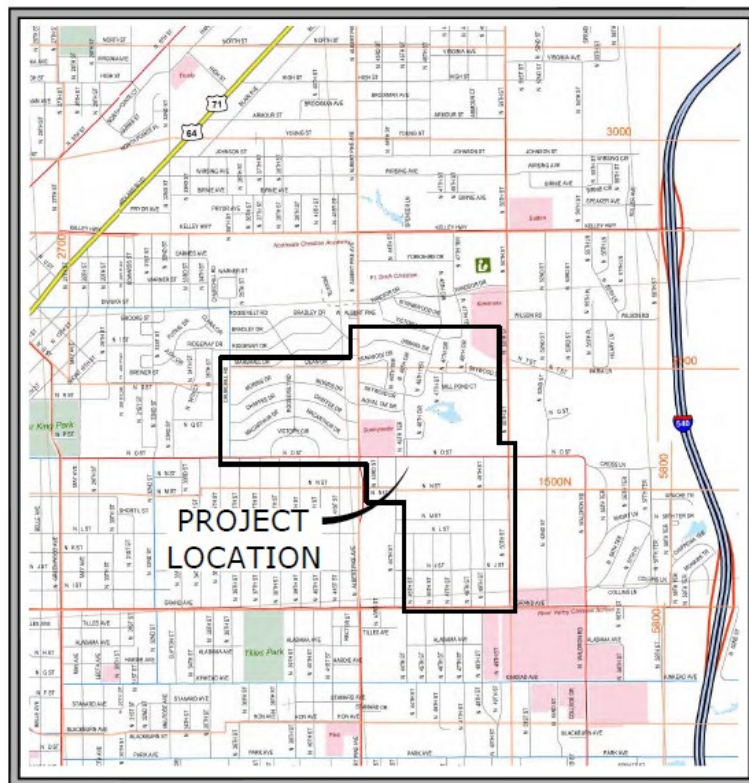
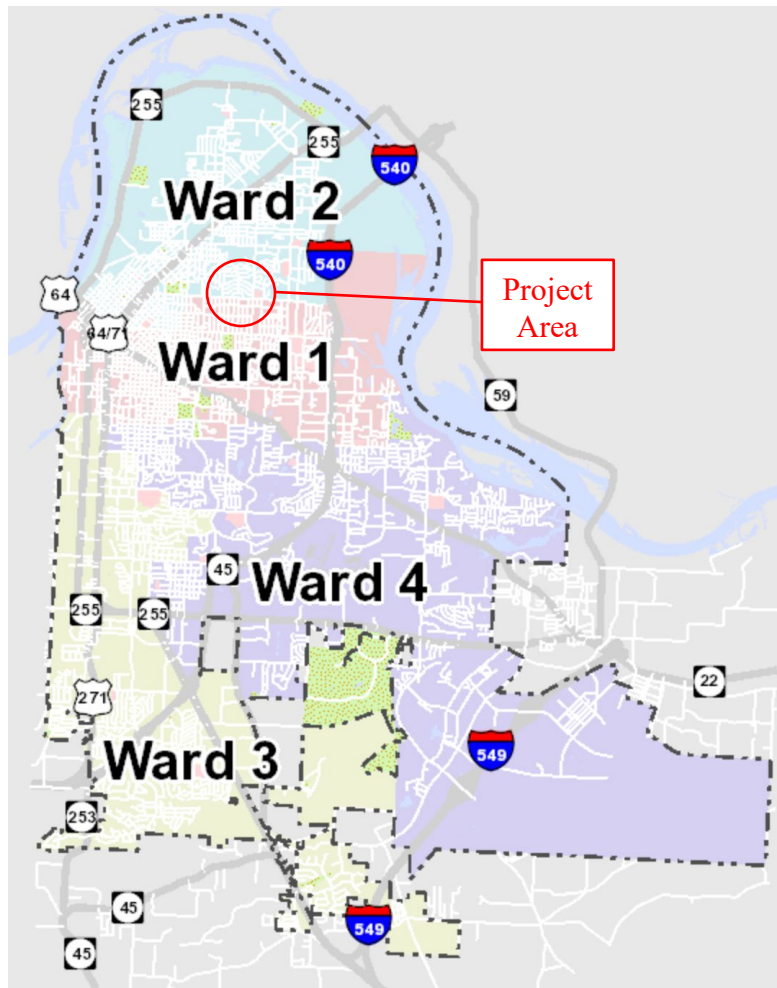
Sincerely,  
McClelland Consulting Engineers, Inc.



James A. Hanna, P.E.

enclosure: Certified Bid Tabulation





VICINITY MAP





## MEMORANDUM

**TO:** Carl Geffken, City Administrator  
**CC:** Jeff Dingman, Deputy City Administrator  
**FROM:** Maggie Rice, Deputy City Administrator  
**DATE:** November 12, 2024  
**SUBJECT:** Resolution setting a public hearing date for a petition to abandon a portion of Chad Colley Boulevard Right of Way

### SUMMARY

The City is in receipt of a request from Arkansas Colleges of Health Education, to vacate a portion of Chad Colley Boulevard located on the southwest side of the Chad Colley Boulevard and Frontier Road intersection. The area proposed for abandonment is an undeveloped portion of Chad Colley Boulevard as shown in the enclosed exhibit.

In response to the petition to abandon the right of way, staff contacted franchise utility companies and appropriate city departments relative to any ongoing or future interests they may have within these rights of way. AT&T and Cox Communications requested a utility easement to accommodate the existing facilities as shown on the plat.

Arkansas law requires the Board of Directors to set a public hearing on the proposed abandonment. Staff recommends that the Board of Directors set a public hearing date for December 3, 2024, for the purpose of reviewing this matter. Enclosed is a resolution for the Board's consideration.

Please let me know if you have any questions.

### ATTACHMENTS

1. [Resolution\\_to\\_Set\\_a\\_Public\\_Hearing.pdf](#)
2. [Backup.pdf](#)



## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION SETTING PUBLIC HEARING DATE ON PETITION  
TO VACATE PORTION OF CHAD COLLEY BOULEVARD RIGHT OF WAY**

---

**WHEREAS**, a petition has been filed to vacate a portion of Chad Colley Boulevard as shown on the plat for Mercy Rehabilitation Hospital Addition Lots 2A-1A and 2B-1 has been filed with the Office of the City Clerk in the manner and form as provided by law.

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

The petition to vacate a portion of Chad Colley Boulevard as shown on the plat for Mercy Rehabilitation Hospital Addition Lots 2A-1A and 2B-1 is hereby set for hearing on December 3, 2024, 6:00 p.m. at the regular meeting of the Board of Directors of the City of Fort Smith, and the city clerk is hereby directed to give notice of said meeting by publication once a week for two (2) consecutive weeks in a newspaper of general circulation in the City of Fort Smith, Arkansas.

**THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**


APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

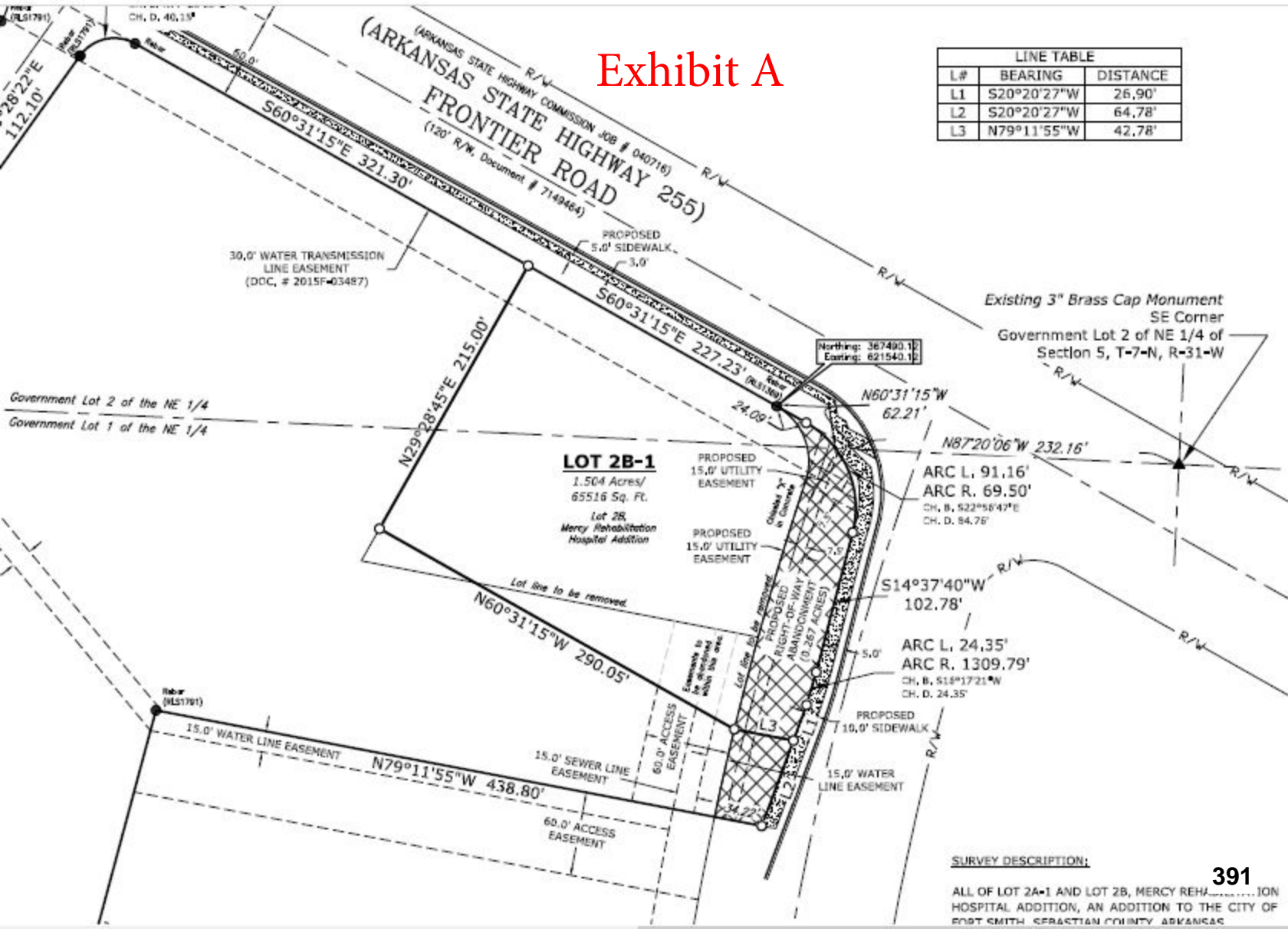


\_\_\_\_\_  
CITY ATTORNEY



# Exhibit A

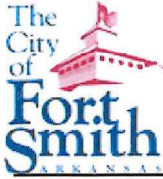
LINE TABLE		
L#	BEARING	DISTANCE
L1	S20°20'27"W	26.90'
L2	S20°20'27"W	64.78'
L3	N79°11'55"W	42.78'



**SURVEY DESCRIPTION:**

ALL OF LOT 2A-1 AND LOT 2B, MERCY REHABILITATION HOSPITAL ADDITION, AN ADDITION TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS





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

**APPLICATION:**

Indicate one contact person for application:

☐

Applicant

☒

Agent

*Applicant (owner)*

*Agent (engineer, attorney, realtor, etc)*

Name: Arkansas Colleges of Health Education

Name: Bobby Aldridge, P.E.

Address: 7000 Chad Colley Blvd Fort Smith AR 72916

Address: P.O. Box 11988 Fort Smith AR 72903

Telephone Number: 4793082227

Telephone Number: 4794141013

E-Mail: bobby.aldridge@achehealth.edu

E-Mail: bobby@frontier-eng.co

Site Address/Location: 6500 Chad Colley Blvd; Southwest corner of Frontier Rd and Chad Colley Blvd

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

Attached Separately.

Assessor's Parcel Number for Subject Property: 11100-0003-00000-00, 11100-0002-00000-01

Reason for Request:

ARDOT Hwy 255 widening project has realigned the intersection of Frontier Road and Chad Colley Blvd. We desire the R/W be abandoned such that we the land owner may utilize the area for improvements within the subdivision/lot.

Current Status of Right-of-Way/Easement:

Under construction. Traffic lanes and sidewalk has been removed and are currently being built.

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

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



October 23, 2024

Fort Smith Board of Directors  
City of Fort Smith  
623 Garrison Avenue  
Fort Smith, Arkansas 72901

Re: Petition to Abandon a Portion of the Chad Colley Boulevard Right-of-Way



Dear Directors:

We, being an owner of real estate abutting the right-of-way of Chad Colley Boulevard, do hereby support, and do not object to, the petition of the Arkansas Colleges of Health Education to abandon a portion of the right-of-way of Chad Colley Boulevard.

Zach Ledford

A handwritten signature in black ink, appearing to be "Zach Ledford", written over a light blue grid background.

President-Fort Smith  
First Security Bank  
720 Garrison Ave.  
Fort Smith, AR 72901  
Phone: (479) 289-6000 Ext. 38411

720 Garrison Ave.  
Fort Smith, AR 72901  
(479) 289-6000  
Fax (479) 289-6001

1-877-611-3118  
fsbank.com  
Member FDIC



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

Name: (printed) Bobby Aldridge, P.E.

Signature: [Handwritten Signature]

Date: 10/19/2024

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

### Application Checklist:

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

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



NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.

INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.

Attach all supporting documents.

**Submit**



PETITION TO VACATE RIGHT-OF-WAY LOCATED IN MERCY REHABILITATION  
HOSPITAL ADDITION CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS.

TO: Fort Smith Board of Directors

We, the undersigned, being owners of the real estate abutting the right-of-way herein sought to be abandoned and vacated, lying in Mercy Rehabilitation Hospital Addition, Lots 2A-1A & 2b-1, City of Fort Smith, Sebastian County, Arkansas, a municipal corporation, petition to vacate right-of-way which is described as follows:

Part of Government Lots 1 and 2 of the Northeast Quarter (NE 1/4) of Section 5, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING at an existing three-inch brass cap monument marking the Southeast corner of said Government 2 of the Northeast Quarter (NE 1/4); THENCE N87°20'06"W, along the South line of said Government Lot 2 of the Northeast Quarter (NE 1/4), 232.16 feet to a point; THENCE leaving the South line of said Government Lot 2 of the Northeast Quarter (NE 1/4), N60°31'15"W, 62.21 feet to an existing rebar (RLS1369) marking the Northeasterly corner of Lot 2B, Mercy Rehabilitation Hospital Addition, an addition to the city of Fort Smith, Sebastian County, Arkansas; THENCE S60°31'15"E, 24.09 feet to a point; THENCE 91.16 feet along the arc of a curve to the right, having a radius of 69.50 feet and a chord bearing and distance of S22°56'47"E, 84.76 feet to a point; THENCE S14°37'40"W, 102.78 feet to a point; THENCE 24.35 feet along the arc of a curve to the right, having a radius of 1309.79 feet and a chord bearing and distance of S16°17'21"W, 24.35 feet to a point; THENCE S20°20'27"W, 26.90 feet to a point; THENCE S20°20'27"W, 64.78 feet to a point; THENCE N79°11'55"W, 34.22 feet to an Easterly corner of Lot 2A-1 of said Mercy Rehabilitation Hospital Addition and the Northeast corner of Lot 1, Mercy Rehabilitation Hospital Addition, an addition to the city of Fort Smith, Sebastian County, Arkansas, being on the existing Westerly Right-of-Way line of Chad Colley Boulevard; THENCE along the East lines of said Lots 2A-1 and 2B, Mercy Rehabilitation Hospital Addition, being the existing Westerly Right-of-Way line of said Chad Colley Boulevard, 247.62 feet along the arc of a curve to the right, having a radius of 2166.50 feet and a chord bearing and distance of N15°10'36"E, 247.49 feet to an existing chiseled X in concrete; THENCE continuing along the East line of said Lot 2B, Mercy Rehabilitation Hospital Addition, being the existing Westerly Right-of-Way line of said Chad Colley Boulevard, 62.02 feet along the arc of a curve to the left, having a radius of 45.00 feet and a chord bearing and distance of N21°02'06"W, 57.23 feet to the POINT OF BEGINNING, containing 0.267 acres, more or less.

That the abutting real estate affected by said abandonment of the right-of-way will not



be used by the public, and that the public interest and welfare would not be adversely affected by the abandonment of the above-described right-of-way.

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

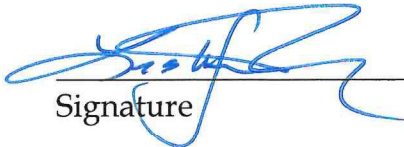
The petitions further pray that the above-described real estate be vested in the abutting property owners as provided by law.

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

Dated this 24 day of October, 2024

Les W. Smith

Printed Name



Signature



### Property Owners Abutting the Proposed Right-of-Way/Alley

List the names, addresses telephone numbers and email of all residents/property owners who abutt the property.

Property Owner Name	Mailing Address	Email/Phone	Address Abutting ROW/Alley
Arkansas Colleges of Health Education	7000 Chad Colley Blvd Fort Smith, AR 72917	bobby.aldrige@achehealth.edu	6600 Chad Colley Blvd Fort Smith, 72917
First Security Bank	720 Garrison Ave. Fort Smith, AR 72901	zach.ledford@fsbank.com	6500 Chad Colley Blvd Fort Smith, AR 72917

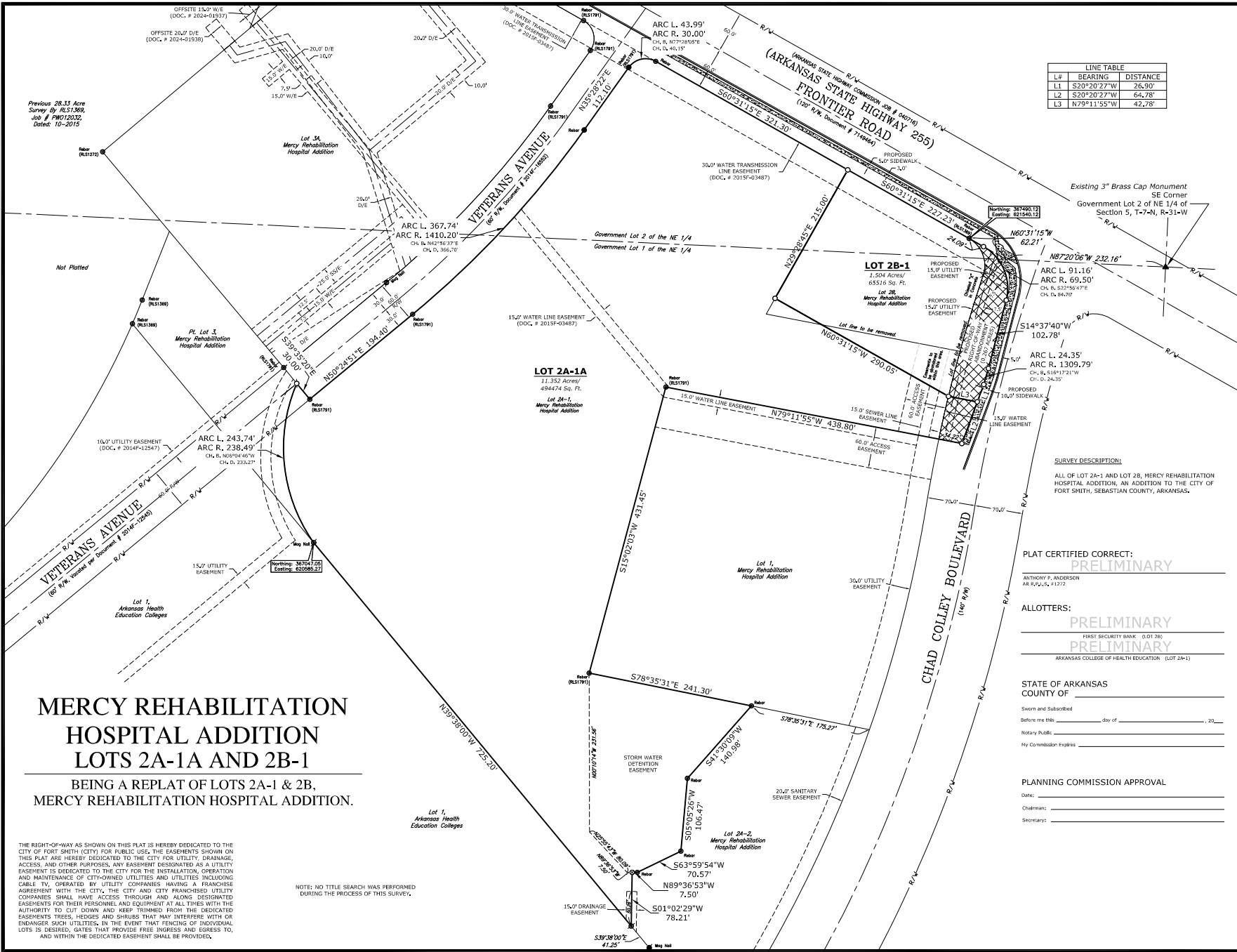


# MERCY REHABILITATION HOSPITAL ADDITION LOTS 2A-1A AND 2B-1

BEING A REPLAT OF LOTS 2A-1 & 2B,  
MERCY REHABILITATION HOSPITAL ADDITION.

THE RIGHT-OF-WAY AS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO THE CITY OF FORT SMITH (CITY) FOR PUBLIC USE. THE EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE CITY FOR UTILITY, DRAINAGE, ACCESS, AND OTHER PURPOSES. ANY EASEMENT DESIGNATED AS A UTILITY EASEMENT IS DEDICATED TO THE CITY FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF CITY-OWNED UTILITIES AND UTILITIES INCLUDING CABLE TV, OPERATED BY UTILITY COMPANIES HAVING A FRANCHISE AGREEMENT WITH THE CITY. THE CITY AND CITY FRANCHISED UTILITY COMPANIES SHALL HAVE ACCESS THROUGH AND ALONG DESIGNATED EASEMENTS FOR THEIR PERSONNEL AND EQUIPMENT AT ALL TIMES WITH THE AUTHORITY TO CUT DOWN AND KEEP TRIMMED FROM THE DEDICATED EASEMENTS TREES, HEDGES AND SHRUBS THAT MAY INTERFERE WITH OR ENDANGER SUCH UTILITIES. IN THE EVENT THAT FENCING OF INDIVIDUAL LOTS IS DESIRED, GATES THAT PROVIDE FREE INGRESS AND EGRESS TO, AND WITHIN THE DEDICATED EASEMENT SHALL BE PROVIDED.

NOTE: NO TITLE SEARCH WAS PERFORMED DURING THE PROCESS OF THIS SURVEY.



LINE TABLE		
L#	BEARING	DISTANCE
L1	S20°20'27\"W	26.90'
L2	S20°20'27\"W	64.78'
L3	N79°11'55\"W	42.78'

LEGEND

- OVER HEAD POWER LINE
- EXISTING IRON PIN
- EXISTING IRON PIPE
- EXISTING TELEPHONE PIPE/VAL
- CAS METER
- EXISTING MONUMENT
- EXISTING FENCE
- EXISTING FENCE POST
- LONG DISTANCE

Land Commissioner  
FILE CASE NUMBER  
500-07N-31W-0-05-130-65-1272

Scale in Feet  
60 0 60

DATE

REVISIONS	
-----------	--

FOR USE BY:  
ARIZONA COLLEGE OF HEALTH EDUCATION  
& FIRST SECURITY BANK

DATE: 11-09-2024  
TIME: 2:40:08  
SCALE: 1" = 60'

ANDERSON SURVEYING INC.  
Arkansas — Oklahoma  
P.O. Box 1129  
Van Buren, AR 72957  
(479)-474-4247  
Fax (479)-410-5333  
tony@and-survey.com

PRELIMINARY

PLAT CERTIFIED CORRECT:  
ANTHONY P. ANDERSON  
AR RPLS, #11272

ALLOTTERS:  
PRELIMINARY  
FIRST SECURITY BANK (LOT 2B)  
PRELIMINARY  
ARKANSAS COLLEGE OF HEALTH EDUCATION (LOT 2A-1)

STATE OF ARKANSAS  
COUNTY OF \_\_\_\_\_  
Sworn and Subscribed  
Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

PLANNING COMMISSION APPROVAL  
Date: \_\_\_\_\_  
Chairman: \_\_\_\_\_  
Secretary: \_\_\_\_\_



Exhibit "A"

Survey Description for Right-of-Way Abandonment:

Part of Government Lots 1 and 2 of the Northeast Quarter (NE 1/4) of Section 5, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING at an existing three-inch brass cap monument marking the Southeast corner of said Government 2 of the Northeast Quarter (NE 1/4); THENCE N87°20'06"W, along the South line of said Government Lot 2 of the Northeast Quarter (NE 1/4), 232.16 feet to a point; THENCE leaving the South line of said Government Lot 2 of the Northeast Quarter (NE 1/4), N60°31'15"W, 62.21 feet to an existing rebar (RLS1369) marking the Northeasterly corner of Lot 2B, Mercy Rehabilitation Hospital Addition, an addition to the city of Fort Smith, Sebastian County, Arkansas; THENCE S60°31'15"E, 24.09 feet to a point; THENCE 91.16 feet along the arc of a curve to the right, having a radius of 69.50 feet and a chord bearing and distance of S22°56'47"E, 84.76 feet to a point; THENCE S14°37'40"W, 102.78 feet to a point; THENCE 24.35 feet along the arc of a curve to the right, having a radius of 1309.79 feet and a chord bearing and distance of S16°17'21"W, 24.35 feet to a point; THENCE S20°20'27"W, 26.90 feet to a point; THENCE S20°20'27"W, 64.78 feet to a point; THENCE N79°11'55"W, 34.22 feet to an Easterly corner of Lot 2A-1 of said Mercy Rehabilitation Hospital Addition and the Northeast corner of Lot 1, Mercy Rehabilitation Hospital Addition, an addition to the city of Fort Smith, Sebastian County, Arkansas, being on the existing Westerly Right-of-Way line of Chad Colley Boulevard; THENCE along the East lines of said Lots 2A-1 and 2B, Mercy Rehabilitation Hospital Addition, being the existing Westerly Right-of-Way line of said Chad Colley Boulevard, 247.62 feet along the arc of a curve to the right, having a radius of 2166.50 feet and a chord bearing and distance of N15°10'36"E, 247.49 feet to an existing chiseled X in concrete; THENCE continuing along the East line of said Lot 2B, Mercy Rehabilitation Hospital Addition, being the existing Westerly Right-of-Way line of said Chad Colley Boulevard, 62.02 feet along the arc of a curve to the left, having a radius of 45.00 feet and a chord bearing and distance of N21°02'06"W, 57.23 feet to the POINT OF BEGINNING, containing 0.267 acres, more or less.





## MEMORANDUM

**TO:** Carl E. Geffken, City Administrator  
**FROM:** Jeff Dingman, Deputy City Administrator  
**DATE:** September 17, 2024  
**SUBJECT:** 3rd Lease Agreement with State of Arkansas for use of the parking lot at 801 Rogers Ave for a public parking lot

### **SUMMARY**

The city entered into a lease with the State of Arkansas for a portion of the surface parking lot located at 801 Rogers Avenue in 2005.

At that time the city, working through the designated state agency, arranged a swap of parking spaces, whereby the state's employees in the State Office Building could use 51 spaces on the top level of the city-owned parking garage, and the city would operate public parking on the state-owned surface parking lot. The arrangement carried an initial five-year term, and it was renewed in 2010, 2015 and 2019 for additional five-year terms. The 2019 authorization of extension was approved by Resolution No. R-186-19. There is no consideration paid for this lease besides the swap for the allowable use of the parking garage.

The term authorized in 2019 goes through February 28, 2025. A resolution is prepared for the Board's consideration at the November 19, 2024 regular meeting to extend the term of the arrangement with the State of Arkansas Department of Transformation and Shared Services - Division of Building Authority through February 28, 2030.

Please find attached the proposed Resolution, the 2010 Lease Agreement with exhibits, the 2015 Lease Amendment, and the 2019 2nd Amendment.

Please contact me if there are any questions related to this agenda item.

### **ATTACHMENTS**

1. [20241119\\_Resolution\\_-\\_Authorize\\_State\\_Parking\\_Lot\\_Lease\\_renewal.pdf](#)
2. [20241119 Agenda Item Attachments - State Lot Lease Renewal.pdf](#)



RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A 3<sup>rd</sup>  
LEASE AGREEMENT WITH THE ARKANSAS DEPARTMENT OF  
TRANSFORMATION AND SHARED SERVICES – DIVISION OF  
BUILDING AUTHORITY RELATED TO THE CITY’S USE OF  
STATE-OWNED PROPERTY AT 801 ROGERS AVENUE FOR A  
PUBLIC PARKING LOT

---

WHEREAS, the City of Fort Smith and the State of Arkansas entered into a Lease Agreement in 2005 related to the City’s use of state-owned property at 801 Rogers Avenue for a surface-level public parking lot; and

WHEREAS, such 2005 agreement was subsequently renewed in 2010 and 2015 for additional five-year term, and again renewed in 2019 for a five-year term to expire February 28, 2025.

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

Section 1. The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the 3<sup>rd</sup> Lease Amendment with the Arkansas Department of Transformation and Shared Services – Division of Building Authority related to the state-owned property at 801 Rogers Avenue for surface-level public parking.

Section 2. The term of the lease is hereby extended through February 28, 2030.

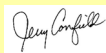
This Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney, npr



Division of Building Authority  
STATE OF ARKANSAS  
COUNTY OF PULASKI

Lease Term: 03/01/25 to 02/28/30  
Annual Rent: \$ Public Advantage  
Square Feet: n/a Rate: \$n/a  
Type: Renewal  
Worked By: Pat James  
County: 66 Agency: 000  
Lease #: N9201 CB

**STATE OF ARKANSAS  
THIRD LEASE AMENDMENT**

This Agreement is made and entered into as of the 9<sup>th</sup> day of September, 2024, by and between ARKANSAS DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES-DIVISION OF BUILDING AUTHORITY, hereinafter referred to as "Lessor", and CITY OF FORT SMITH, ARKANSAS., hereinafter referred to as "Lessee".

WITNESSETH

Whereas, by Lease Agreement dated August 4<sup>th</sup>, 2010, and First Lease Amendment dated March 2, 2015, and Second Lease Amendment dated September 4, 2019, Lessor leased to Lessee that portion of the State surface parking lot located at the 801 Rogers Avenue, all situated in the City of Fort Smith, Arkansas, County of Sebastian, (the "Lease"); and

Whereas, the parties hereto have hereby agreed to extend the term of the Lease as hereinafter set out.

Now, therefore, for and in consideration of the Premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that the term of the Lease is hereby amended and extended for a period commencing on March 1, 2025 and continuing through February 28, 2030, upon the same terms and conditions as the original Lease Agreement and subsequent Amendments, except the Lease shall be amended and modified as follows:

1. Special Provisions. Special Provisions 7(i) of the Lease is hereby restated as follows:

- (i) The LESSOR, LESSEE and DBA agree that should the Lease and any applicable amendments expire prior to the execution of this amendment agreement, the parties agree that the Lease and any applicable previous amendments are hereby reinstated and ratified upon this Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of this Amendment Agreement shall govern in the event of conflict or inconsistencies, or both.

The Lease as hereby extended is hereby ratified and confirmed by the parties hereto as being in full force and effect.

This Agreement shall be binding on the parties hereto and their respective heirs, successors, and assigns.



Executed as of the date first hereinabove set out.

LESSOR:

ARKANSAS DEPARTMENT OF  
TRANSFORMATION AND SHARED  
SERVICES – DIVISION OF BUILDING  
AUTHORITY

LESSEE:

CITY OF FORT SMITH, ARKANSAS

By: \_\_\_\_\_  
Chris Bell, Deputy Director

By: \_\_\_\_\_  
George B. McGill, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Anne W. Laidlaw, Director

Date: \_\_\_\_\_



A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A 2<sup>ND</sup> LEASE AGREEMENT AMENDMENT WITH THE  
ARKANSAS DEPARTMENT OF TRANSFORMATION AND  
SHARED SERVICES – DIVISION OF BUILDING AUTHORITY  
RELATED TO THE CITY'S USE OF STATE-OWNED PROPERTY  
AT 801 ROGERS AVENUE FOR A PUBLIC PARKING LOT

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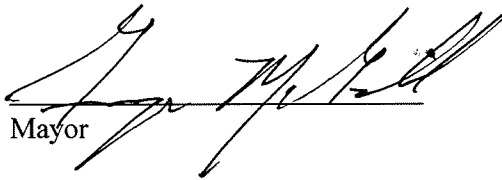
WHEREAS, the City of Fort Smith and the State of Arkansas entered into a Lease Agreement in 2005 related to the City's use of state-owned property at 801 Rogers Avenue for a surface-level public parking lot; and

WHEREAS, such 2005 agreement was subsequently renewed in 2010 for an additional five-year term and in 2015 amending the text and approving an additional five-year term.

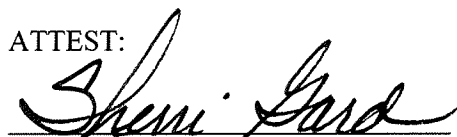
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas that:

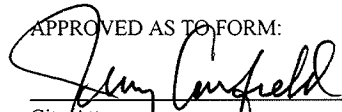
The Mayor is hereby authorized to execute the 2<sup>nd</sup> Lease Amendment attached hereto for the purposes of designating the Arkansas Department of Transformation and Shared Services – Division of Building Authority as the appropriate state agency administering the Lease, clarifying the allowable uses of the state-owned property at 801 Rogers Avenue for surface-level public parking, and extending the term of the Lease to February 28, 2025.

This Resolution adopted this 19<sup>th</sup> day of November, 2019.

  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:  
  
City Attorney npr



A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A LEASE AGREEMENT AMENDMENT WITH THE ARKANSAS  
BUILDING AUTHORITY RELATED TO THE CITY'S USE OF  
STATE-OWNED PROPERTY AT 801 ROGERS AVENUE FOR A  
SURFACE PARKING LOT

---

WHEREAS, the City of Fort Smith and the Arkansas Building Authority entered into a Lease Agreement in 2005 related to the City's use of state-owned property at 801 Rogers Avenue for a surface-level parking lot; and

WHEREAS, such 2005 agreement was renewed in 2010 with an expiration date of February 28, 2015; and

WHEREAS, a Lease Amendment to the 2010 Lease Agreement is proposed to extend the term of the Lease Agreement until February 29, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas that the Mayor is authorized to execute the attached Lease Amendment the purpose of extending the term of the 2010 Lease Agreement in order to secure the City's continued use of state-owned property located at 801 Rogers Avenue for surface-level public parking.

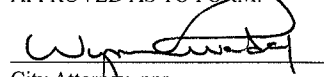
This Resolution adopted this 17<sup>th</sup> day of March, 2015.

  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney, npr



R-48-15

City of Fort Smith

Arkansas Building Authority  
STATE OF ARKANSAS  
COUNTY OF PULASKI

Lease Term: 03/01/15 to 02/29/20  
Annual Rent: \$Public Advantage  
Square Feet: n/a      Rate: \$n/a  
Type: Renewal  
Worked By: Chris Thomas  
County: 66      Agency: 000  
Lease #: N9201

**STATE OF ARKANSAS  
FIRST LEASE AMENDMENT**

This Agreement is made and entered into as of the 2<sup>nd</sup> day of March, 2015, by and between ARKANSAS BUILDING AUTHORITY, hereinafter referred to as "Lessor", and CITY OF FORT SMITH, hereinafter referred to as "Lessee".

**WITNESSETH**

Whereas, by Lease Agreement dated August 4, 2010 (the "Lease"), Lessor leased to Lessee that portion of State surface parking lot located at 801 Rogers Avenue; all situated in the City of Fort Smith, Arkansas, County of Sebastian, (the "Lease"); and

Whereas, the parties hereto have hereby agreed to extend the term of the Lease and to amend and modify the Lease as hereinafter set out.

Now, therefore, for and in consideration of the Premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that the term of the Lease is hereby extended for a period commencing on March 1, 2015 and continuing through February 29, 2020, upon the same terms and conditions except the Lease shall be amended and modified as follows:

1. Additional Provisions. Additional Provisions 7(i) of the Lease are hereby amended and modified as follows:
  - (i) The LESSOR, LESSEE and ABA agree that should the Lease and any applicable amendments expire prior to the execution of this amendment agreement, the parties agree that the Lease and any applicable previous amendments are hereby reinstated and ratified upon this Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of this Amendment Agreement shall govern in the event of conflict or inconsistencies, or both.

Additional Provisions of the Lease are hereby amended and modified to add the following:

- (l) LESSOR shall have no duty to remove ice, snow or any other common hazards from the PREMISES, including the related and applicable areas within this Lease Agreement.
- (m) In all instances in which a LESSEE employs an individual or individuals who require an emergency evacuation auxiliary aid to safely exit the PREMISES during an emergency situation, the LESSEE is required to, and is solely responsible for obtaining, maintaining, and training in the use of said auxiliary aid. Any necessary installation of said device shall be coordinated and approved by the LESSOR. This



requirement shall apply in all instances regardless of whether the individual(s) with disabilities are employed at the time of the execution of this Lease, are hired and employed after execution of this Lease, or a current employee regardless of hire date becomes disabled so as to require an emergency evacuation auxiliary aid.

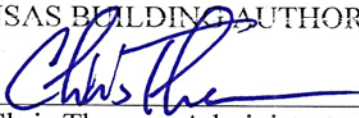
The Lease Agreement as hereby amended, modified and extended is hereby ratified and confirmed by the parties hereto as being in full force and effect.

This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

Executed as of the date first hereinabove set out.

LESSOR:

ARKANSAS BUILDING AUTHORITY

By:   
Chris Thomas, Administrator of  
Real Estate Services

Date: 3-31-15

LESSEE:

CITY OF FORT SMITH, ARKANSAS

By: 

Date: March 19, 2015

By:   
Anne W. Laidlaw, Director

Date: 3/31/15



## STATE OF ARKANSAS LEASE AGREEMENT

This Lease is made this 4<sup>th</sup> day of August, 2010, by which Lessor leases the PREMISES to Lessee.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: ARKANSAS BUILDING AUTHORITY, 501 Woodlane, Suite 101N, Little Rock, AR 72201, an agency of the State of Arkansas.

"LESSEE" means: CITY OF FORT SMITH, P O Box 1908, Fort Smith, Arkansas 72902, a political subdivision of the State of Arkansas.

### 1. DESCRIPTION OF PREMISES AND PARKING GARAGE PREMISES:

The "PREMISES" means that portion of the State surface parking lot located at 801 Rogers Avenue, Fort Smith, Sebastian County, Arkansas, consisting of fifty (50) parking spaces located along the wall of the adjoining structure at 812 Garrison Avenue and the nearest contiguous parking spaces for a total of fifty (50).

*See Exhibit "A" attached hereto and incorporated herein by reference for a map of the parking lot and the spaces designated as numbers 1 through 50; and*

The "PARKING GARAGE PREMISES" means that portion of the City of Fort Smith Parking Garage located at 715 Rogers Avenue consisting of parking spaces numbered 218 through 229, 254 through 275, and 276 through 292.

*See Exhibit "B" attached hereto and incorporated herein by reference for an aerial photograph of the top deck of the parking garage and the designated parking spaces.*

### 2. TERM:

The term of this Lease will begin on March 1, 2010 and end on February 28, 2015, unless the term shall be sooner terminated as hereinafter provided.

### 3. RENT:

In lieu of rent, LESSOR and LESSEE agree that an exchange in parking spaces will occur between the parties to create a public advantage to meet the respective needs of the parties. LESSOR shall permit LESSEE'S use of the PREMISES described above, and LESSEE shall permit LESSOR'S the use of the PARKING GARAGE PREMISES.



4. UTILITIES AND SERVICES:

LESSOR and LESSEE agree that the respective parties will continue to provide the utilities and services as currently provided upon the PREMISES and the PARKING GARAGE PREMISES. *See Additional Provisions (7) below for maintenance of the facilities.*

5. ALTERATIONS:

The LESSEE may attach fixtures and install signs in or upon the PREMISES with LESSOR'S approval which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted. No services or work will be performed for which an additional cost or fee will be charged by LESSOR or LESSEE without the prior written authorization of the other party.

6. TERMINATION:

LESSOR and LESSEE shall both have the option of terminating this Agreement without cause by providing thirty (30) days written notice to the other party by certified mail at the notice address found herein.

In the event of termination, the four (4) parking spaces identified in paragraph 7 (b)(6) will not be effected for the original term of the Lease. Regardless of the party terminating this Agreement, the LESSEE will commit to provide to LESSOR four (4) parking spaces in the Parking Garage Premises to compensate for the four (4) parking spaces lost by the accommodation provided to the adjoining structure/business for fire exit ingress/egress.

7. ADDITIONAL PROVISIONS:

LESSOR and LESSEE mutually agree that the following additional provisions are hereby added to become a part of this Lease Agreement:

- (a) LESSEE agrees to accept the leased PREMISES in "as is" condition. LESSOR agrees to accept the PARKING GARAGE PREMISES in "as is" condition. All modifications of the PREMISES will be at the expense of the LESSEE.
- (b) LESSOR and LESSEE agree to the following terms for maintenance and operation of the PREMISES:
  - (1) LESSEE shall erect signage to identify the parking lot at 801 Rogers Avenue as Public Parking, restricting parking in spaces 51 through 91 as reserved for state employees as designated by LESSOR;
  - (2) LESSEE will be responsible for maintaining the surface parking lot in good condition, keeping it free and clear of rubbish and debris on a daily basis;
  - (3) LESSEE shall be permitted to install a parking metering system upon the PREMISES for LESSEE'S spaces only. LESSEE shall be permitted to retain all revenues generated by the parking meters with no obligation to LESSOR for compensation;
  - (4) LESSOR shall purchase an identification device, such as a rear-view mirror hang tag, to be distributed to all individuals authorized to park on the top level of LESSEE'S parking deck or in the reserved parking spaces located on the PREMISES. LESSOR



shall be solely responsible for distribution and management of the identification system;

- (5) LESSEE will provide parking enforcement and reasonable towing services for LESSOR upon request to prevent automobiles from violating LESSOR'S reserved spaces found in both the parking deck and the surface parking lot;
  - (6) LESSEE is hereby extended permission to change the use of four (4) spaces located along the wall of the adjoining structure at 812 Garrison Avenue from parking spaces to fire exit spaces from the adjoining structure at 812 Garrison Avenue. Additional to the use of the former parking spaces areas as fire exits, LESSEE shall have the right to allow the tenant and customers of the facility located at 812 Garrison Avenue to have the right of ingress and egress through the public parking lot to be operated by the LESSEE on the PREMISES;
  - (7) LESSEE shall ensure that the PREMISES and the PARKING GARAGE PREMISES conforms to the Arkansas Fire Prevention Code, as amended, Arkansas State Plumbing Code, The National Electrical Code, and any other state and local laws, codes, authorities, etc., applicable to the leased facility including the Arkansas Adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), and any and all federal, state and local laws, codes, authorities, rules and regulations applicable to parking lots and decks.
- 
- (c) LESSEE shall have an option to renew this Lease for an additional term of five (5) years by providing sixty (60) days written notice to LESSOR under the condition that LESSEE is in good standing at the time of renewal without default.
  - (d) The State shall not be responsible for the payment of any taxes or assessments regarding the PREMISES or the PARKING GARAGE PREMISES.
  - (e) LESSOR and LESSEE acknowledge that the revenues generated by LESSEE from the public parking on the PREMISES is pledged to satisfy the requirements of the City of Fort Smith, Arkansas Parking Facilities Refunding and Improvement Revenue Bonds (Series 1998).
  - (f) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
  - (g) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
  - (h) LESSEE shall not sublease nor assign this Lease without the written approval of the LESSOR.
  - (i) The LESSOR, LESSEE and ABA agree that should the Lease expire prior to the execution of any proposed Amendment Agreement, the parties agree that the Lease is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or Inconsistencies, or both. This paragraph should not be construed between the parties as an agreement that the Lease will be extended for additional terms, but rather as an option between the parties to enter into future negotiations for additional terms should they so desire.



- (j) All forms of correspondence, communication or notices between the parties pertaining to the Lease shall be sent through the US postal service to the following address:

LESSOR:

Arkansas Building Authority  
501 Woodlane, Suite 101N  
Little Rock, Arkansas 72201  
Attn: Administrator of Real Estate Services

LESSEE:

City of Fort Smith, Arkansas  
P O Box 1908  
Fort Smith, Arkansas 72902  
Attn: Deputy City Administrator

- (k) This lease contains the entire agreement of the parties.

Executed by the parties who individually represent that each has the authority to enter into this Lease:

LESSOR:

LESSEE:

ARKANSAS BUILDING AUTHORITY

CITY OF FORT SMITH, ARKANSAS

By: Catherine Mulkey  
Catherine Mulkey, Administrator  
of Real Estate Services Administrator

By: Ray Gosack  
Ray Gosack, Deputy City Administrator

Date: 9/24/10

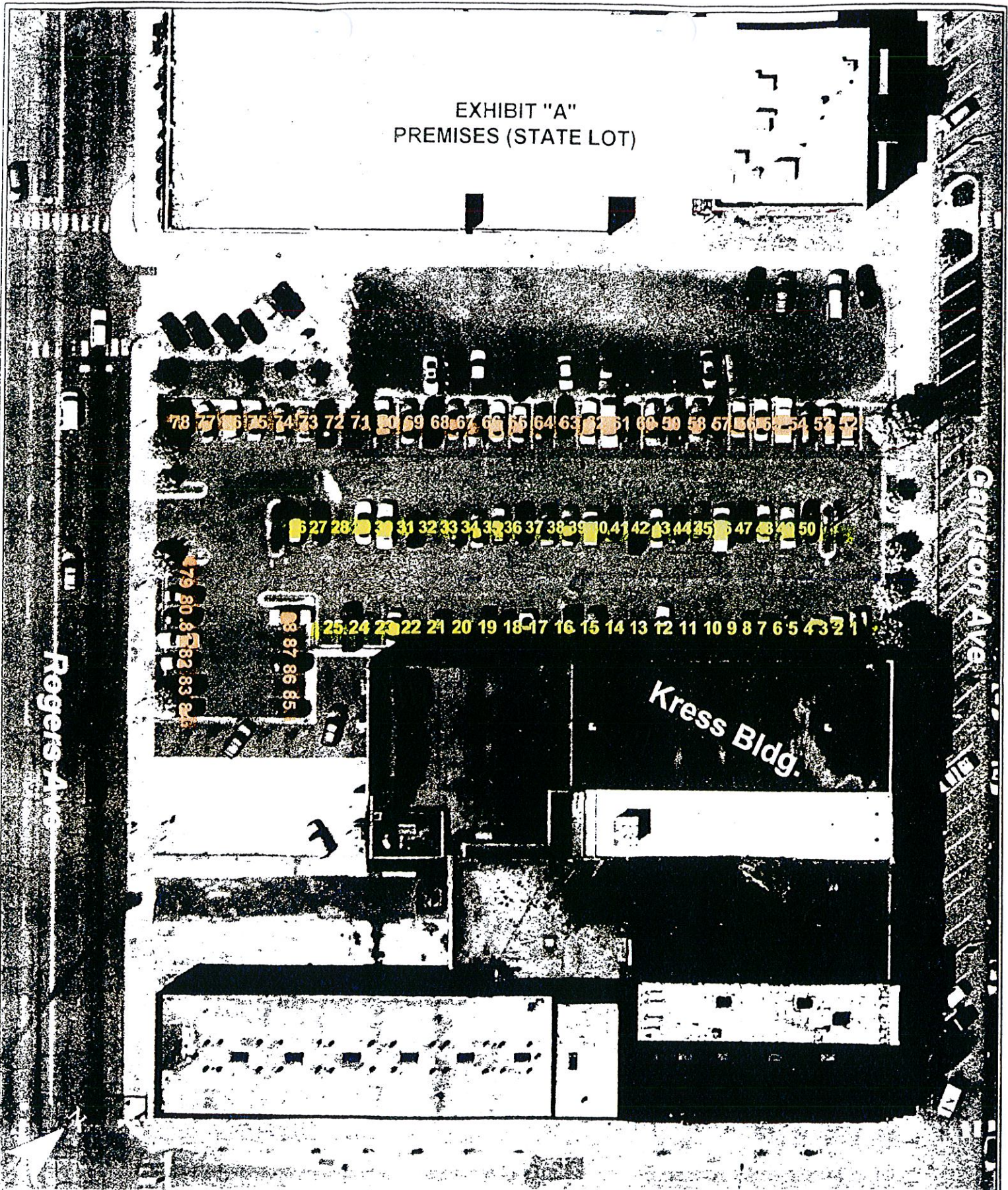
Date: Sept. 15, 2010

By: Anne W. Laidlaw  
Anne W. Laidlaw, Director

Date: 9/27/10



EXHIBIT "A"  
PREMISES (STATE LOT)

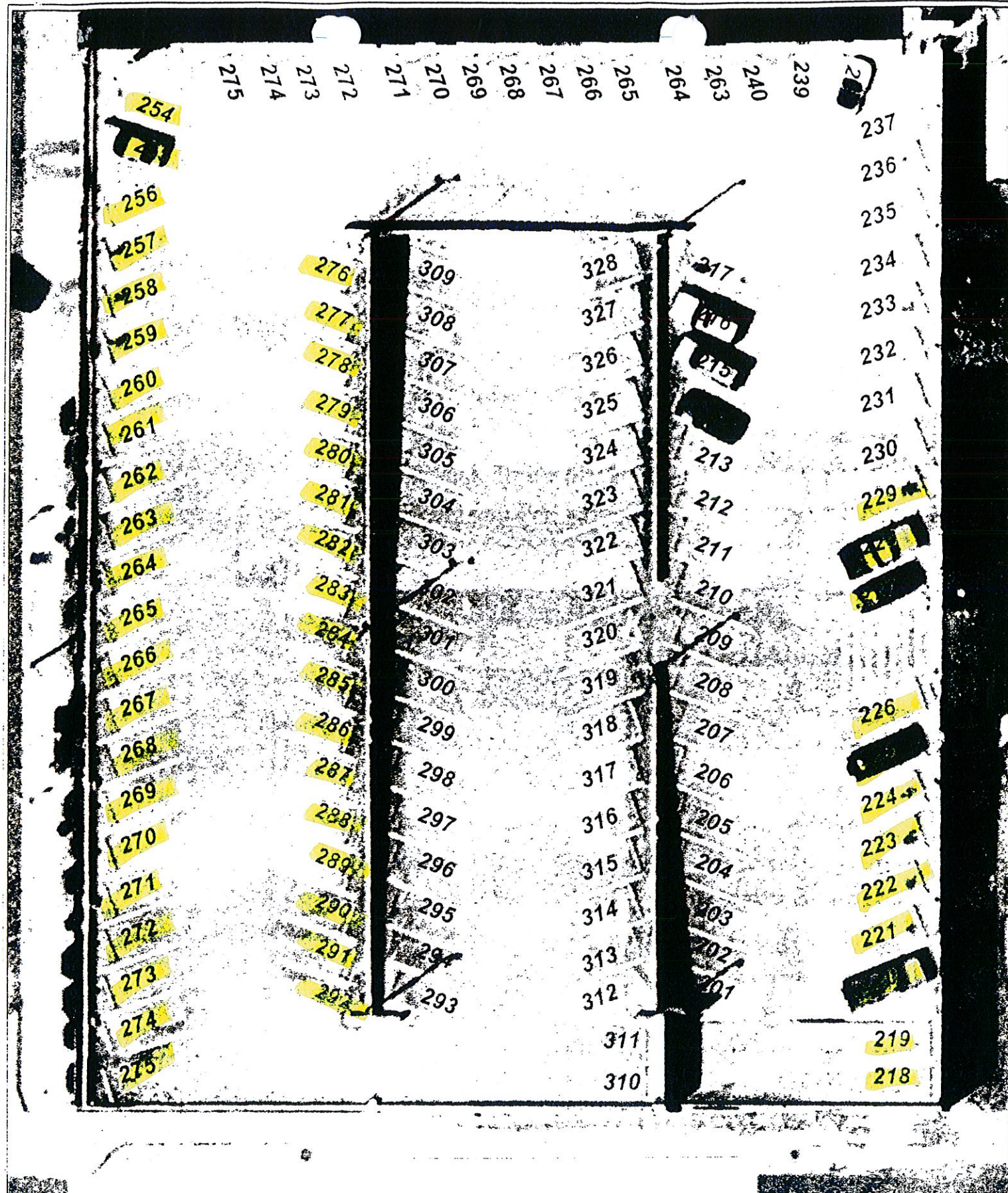


Yellow now City Spaces 1-50

Orange now State Spaces 51-88'

SPACES 14-17 TO USED FOR FIRE EXIT SPACES 412





parking deck  
51 spaces

EXHIBIT "B"  
PARKING GARAGE PREMISES





## MEMORANDUM

**TO:** Honorable Mayor and Board of Directors  
**FROM:** Carl E. Geffken, City Administrator  
**DATE:** November 13, 2024  
**SUBJECT:** Resolution authorizing the Mayor to execute an interlocal agreement for consolidated public service answering point in Sebastian County

### **SUMMARY**

The City and County have been working together to complete an interlocal agreement to codify the consolidation of the City's and County's 911 public service answering points into a single entity to serve the entire County. The City and County have agreed to the terms and have sent the agreement to the Arkansas Attorney General since interlocal agreements must be sent to the Attorney's General for review and approval.

Administration requests the Board of Director's approve the interlocal agreement, pending the approval of the Attorney General. The approval will notify the State 911 Board that the City and County have come to an agreement and are moving forward with the consolidation.

### **ATTACHMENTS**

1. [20241114\\_Resolution Approving Interlocal Agreement.pdf](#)



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING MUTUAL AID/INTERLOCAL AGREEMENT FOR THE  
ESTABLISHMENT OF CONSOLIDATED PUBLIC SAFETY ANSWERING POINT AND  
DISPATCH CENTER BETWEEN THE CITY OF FORT SMITH AND SEBASTIAN  
COUNTY

---

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

SECTION 1: The attached Mutual Aid/Interlocal Agreement for the Establishment of Consolidated Public Safety Answering Point and Dispatch Center ("Agreement") between the City of Fort Smith and Sebastian County is hereby approved.

SECTION 2: The Agreement shall not take effect unless and until it is approved by the Attorney General pursuant to Ark. Code Ann. § 25-20-104(f) (Repl. 2024).

SECTION 3: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the attached Agreement approved by Section 1 hereof upon approval of the Agreement by the Attorney General.

THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF NOVEMBER, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney





## MEMORANDUM

**TO:** Carl E. Geffken, City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Jeff Dingman, Deputy City Administrator  
**DATE:** November 7, 2024  
**SUBJECT:** Conveying property back to Gerber Products Company upon maturity of 2013 Industrial Revenue Bonds

### **SUMMARY**

At its November 19, 2013 meeting the City of Fort Smith Board of Directors authorized the issuance of up to \$150,000,000 in Industrial Development Revenue Bonds on behalf of Gerber Products Company. Gerber acquired, constructed and equipped a facility expansion of its food products operation at 4301 Harriet Avenue in Fort Smith. The principal advantage of the Industrial Development Revenue Bonds is reduced property taxes on real estate and equipment.

As part of the mechanics of the IRB process, the ownership of personal or real property associated with an IRB resides with the municipality and are then leased back to the company for a Payment-in-lieu-of-Taxes (PILOT). Gerber's PILOT in this instance was 35% of the normal property tax amount for a period of 12 years. When the bonds applicable to the specific project mature, the lease ends and the ownership of the property conveys back to the original owner.

The Series 2013 Bonds issued on behalf of Gerber mature on December 1, 2024. As such, the title ownership of the property and equipment financed with the bonds now transfers back to the company. Included on the agenda for the November 19, 2024 regular meeting are the necessary items to facilitate that transfer, specifically:

1. A Resolution authorizing execution of a quitclaim deed and a bill of sale reconveying property to Gerber Products Company; and
2. The quitclaim deed conveying ownership of real property to Gerber; and
3. The bill of sale conveying ownership of machinery & equipment to Gerber.

Staff recommends approval of the resolution. Please contact me if there are questions regarding this agenda item.



## **ATTACHMENTS**

1. [11-19-24\\_Item\\_1385\\_GERBER\\_SERIES\\_2013\\_IDB\\_PAYOFF-\\_City\\_Authorizing\\_Resolution.pdf](#)
2. [11-19-24\\_Item\\_1385\\_GERBER\\_2013\\_IDB\\_PAYOFF\\_-\\_Return\\_Bill\\_of\\_Sale\\_from\\_City.pdf](#)
3. [11-19-24 Item 1385 GERBER 2013 IDB PAYOFF - Release Deed from City.pdf](#)



## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF A QUITCLAIM DEED  
AND A BILL OF SALE RECONVEYING PROPERTY TO GERBER  
PRODUCTS COMPANY; AND PRESCRIBING OTHER MATTERS  
PERTAINING THERETO**

**WHEREAS**, the City of Fort Smith, Arkansas (the “City”) has previously issued its Taxable Industrial Development Revenue Bonds (Gerber Products Company Project), Series 2013 (the “Bonds”), and in connection therewith, there was conveyed by Gerber Products Company, a Michigan corporation (the “Company”), certain real and personal property located at 4301 Harriet Lane in the City (the “Industrial Facility”); and

**WHEREAS**, the Industrial Facility was then leased by the City to the Company pursuant to a Lease Agreement dated as of December 1, 2023 (the “Lease Agreement”); and

**WHEREAS**, Section 11.4 of the Lease Agreement provides an option to the Company, upon the payment of the Bonds, to purchase the real and personal property constituting the Industrial Facility from the City for a purchase price equal to \$10.00; and

**WHEREAS**, the Bonds will mature in full on December 1, 2024; and

**WHEREAS**, the Company has notified the City that it intends to exercise its option to purchase the Industrial Facility following maturity of the Bonds;

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

Section 1. There shall be and there is hereby authorized the execution and delivery of a Quitclaim Deed and a Bill of Sale conveying the real and personal property constituting the Industrial Facility to the Company, and the Mayor and City Clerk be, and they are hereby, authorized to executed and deliver the Quitclaim Deed and the Bill of Sale for and on behalf of the City. The Quitclaim Deed and the Bill of Sale are hereby approved in substantially the forms submitted to this meeting, and the Mayor is hereby authorized to confer with the Company and the City Attorney in order to complete the Quitclaim Deed and the Bill of Sale in substantially the forms submitted to this meeting with such changes as shall be approved by such persons executing the documents, their execution to constitute conclusive evidence of such approval.

Section 2. The Mayor and City Clerk, for and on behalf of the City be, and they are hereby, authorized to do any and all things necessary to terminate the Lease Agreement and to effect the execution and delivery of the Quitclaim Deed and the Bill of Sale and the performance of all other acts of whatever nature necessary to carry out the authority conferred by this Resolution.

Section 3. The provisions of this Resolution are hereby declared to be severable, and if a section, phrase or provision hereof shall be declared invalid, such declaration shall not affect the validity of the remainder of this Resolution.



Section 4. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

(SEAL)

Approved as to form:



\_\_\_\_\_  
City Attorney

No Publication Required



## BILL OF SALE

KNOW ALL BY THESE PRESENTS:

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with its obligations under Section 11.4 of that certain Lease Agreement dated as of December 1, 2013, by and between Assignor (hereinafter defined), as lessor, and Assignee (hereinafter defined), as lessee, the **CITY OF FORT SMITH, ARKANSAS**, a municipal corporation of the State of Arkansas ("Assignor"), does hereby grant, bargain, sell, assign, convey, transfer and deliver unto **GERBER PRODUCTS COMPANY**, a Michigan corporation ("Assignee"), its successors and assigns, all of its right, title and interest in and to that certain personal property (the "Personal Property") more particularly described as follows:

All machinery and equipment presently owned by Assignor and acquired with proceeds derived from the sale of Assignor's Not to Exceed \$150,000,000 City of Fort Smith, Arkansas Taxable Industrial Development Revenue Bonds (Gerber Products Company Project), Series 2013, and located at Assignee's plant site at 4301 Harriet Lane, Fort Smith, Arkansas 72917, namely those items of machinery and equipment described on Exhibit A hereto.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed by George B. McGill, Mayor, and Sherri Gard, City Clerk, as of the \_\_\_\_ day of December, 2024.

ASSIGNOR:

CITY OF FORT SMITH, ARKANSAS

By: \_\_\_\_\_

Name: George B. McGill

Title: Mayor

By: \_\_\_\_\_

Name: Sherri Gard

Title: City Clerk

[S E A L]



**EXHIBIT A**  
**Machinery and Equipment Description**

[Listed on following pages]



<b>Asset</b>	<b>Cap.date</b>	<b>Asset description</b>	<b>Text</b>	<b>Acquisition</b>
21510001861	12/23/2012	Land Developemnt- Springfield	WBS I5159-10/1800-2A6-21E/C	203,511.81
21010008331	12/23/2012	CEREAL BUILDING	WBS I5159-10/1800-3A5-23E/C	18,041,229.92
21010008331	12/23/2012	CEREAL BUILDING INSTALL	WBS I5159-10/1800-3C5-11E/C	30,170,843.06
30010076679	12/31/2012	CEREAL DRY PRC NGLUT LINE	WBS I5159-10/1800-4AA-11A/C	2,585,638.96
30010076680	12/31/2012	CEREAL DRY PRC GLUT LINE	WBS I5159-10/1800-4AA-11A/C	2,585,638.96
30010076681	12/31/2012	CEREAL MILK PRC LINE	WBS I5159-10/1800-4AA-11A/C	2,585,638.95
30010076679	12/31/2012	CEREAL DRY PRC NGLUT LINE INSTALL	WBS I5159-10/1800-4AA-32A/C	667,136.37
30010076680	12/31/2012	CEREAL DRY PROC GLUT LINE INSTALL	WBS I5159-10/1800-4AA-32A/C	667,136.37
30010076681	12/31/2012	CEREAL MILK PROC LINE INSTALL	WBS I5159-10/1800-4AA-32A/C	667,136.39
30010076726	12/31/2012	CEREAL WET PROC GLUT LINE	WBS I5159-10/1800-4BA-11A/C	3,069,808.97
30010076727	12/31/2012	CEREAL WET PRC NGLUT LINE	WBS I5159-10/1800-4BA-11A/C	3,069,808.95
30010076662	12/31/2012	ROLLER DRYER #11 GLUT	WBS I5159-10/1800-4CA-11A/C	1,136,652.27
30010076663	12/31/2012	ROLLER DRYER #12 GLUT	WBS I5159-10/1800-4CA-11A/C	1,136,652.27
30010076664	12/31/2012	ROLLER DRYER #13 GLUT	WBS I5159-10/1800-4CA-11A/C	1,136,652.27
30010076665	12/31/2012	ROLLER DRYER #14 GLUT	WBS I5159-10/1800-4CA-11A/C	1,136,652.27
30010076666	12/31/2012	ROLLER DRYER #21 NGLUT	WBS I5159-10/1800-4CA-11A/C	1,136,652.27
30010076667	12/31/2012	ROLLER DRYER #22 NGLUT	WBS I5159-10/1800-4CA-11A/C	1,136,652.27
30010076668	12/31/2012	ROLLER DRYER #23 NGLUT	WBS I5159-10/1800-4CA-11A/C	1,136,652.27
30010076669	12/31/2012	ROLLER DRYER #24 NGLUT	WBS I5159-10/1800-4CA-11A/C	1,136,652.25
30010076662	12/31/2012	ROLLER DRYER #11 GLUT INSTALL	WBS I5159-10/1800-4CA-32A/C	261,892.83
30010076663	12/31/2012	ROLLER DRYER #12 GLUT INSTALL	WBS I5159-10/1800-4CA-32A/C	261,892.83
30010076664	12/31/2012	ROLLER DRYER #13 GLUT INSTALL	WBS I5159-10/1800-4CA-32A/C	261,892.83
30010076665	12/31/2012	ROLLER DRYER #14 GLUT INSTALL	WBS I5159-10/1800-4CA-32A/C	261,892.83
30010076666	12/31/2012	ROLLER DRYER #21 NGLUT INSTALL	WBS I5159-10/1800-4CA-32A/C	261,892.83
30010076667	12/31/2012	ROLLER DRYER #22 NGLUT INSTALL	WBS I5159-10/1800-4CA-32A/C	261,892.83
30010076668	12/31/2012	ROLLER DRYER #23 NGLUT INSTALL	WBS I5159-10/1800-4CA-32A/C	261,892.83
30010076669	12/31/2012	ROLLER DRYER #24 NGLUT INSTALL	WBS I5159-10/1800-4CA-32A/C	261,892.78
30010076734	12/31/2012	CEREAL LINE G PKG LINE	WBS I5159-10/1800-4DA-11A/C	10,652,231.93
30010076735	12/31/2012	CEREAL LINE NG PKG LINE	WBS I5159-10/1800-4DA-11A/C	10,652,231.93
30010076736	12/31/2012	CEREAL FILL GLUTEN LINE	WBS I5159-10/1800-4DA-31A/C	1,595,584.29

A-2



30010076737	12/31/2012	CEREAL FILL NON GLUTEN LINE	WBS I5159-10/1800-4DA-31A/C	1,595,584.29
30010076738	12/31/2012	CEREAL FILL MILK LINE	WBS I5159-10/1800-4DA-31A/C	1,595,584.29
30010076739	12/31/2012	CEREAL FILL POUCH LINE	WBS I5159-10/1800-4DA-31A/C	531,862.11
60510001147	12/31/2012	AUTOMATION SOFTWARE PROC	WBS I5159-10/1800-4EN-31D/C	1,303,865.26
60510001148	12/31/2012	AUTOMATION SOFTWARE FILL/PKG	WBS I5159-10/1800-4EN-31D/C	1,303,865.26
31010003009	12/31/2012	UTILITY SYSTEM PROC	WBS I5159-10/1800-4GA-11C/C	2,826,662.67
31010003010	12/31/2012	UTILITY SYSTEM FILL/PKG	WBS I5159-10/1800-4GA-11C/C	2,826,662.63
31010003011	12/31/2012	DESIGN ENGINEERING PROC	WBS I5159-10/1800-4HA-11C/C	5,620,071.94
31010003012	12/31/2012	DESIGN ENGINEERING FILL/PKG	WBS I5159-10/1800-4HA-11C/C	5,620,071.92
41010026240	12/31/2012	MOLDS	WBS I5159-10/1800-5AG-31H/C	2,894,355.08
30010076740	12/31/2012	LAB EQUIPMENT PROC	WBS I5159-10/1800-5BG-31H/C	253,176.73
30010076741	12/31/2012	LAB EQUIPMENT FILL/PKG	WBS I5159-10/1800-5BG-31H/C	253,176.71
30010076742	12/31/2012	WORKSHOP EQUIPMENT PROC LINE	WBS I5159-10/1800-5CE-31H/C	63,233.50
30010076743	12/31/2012	WORKSHOP EQUIPMENT FILL/PKG LINE	WBS I5159-10/1800-5CE-31H/C	63,233.50
60010074934	12/31/2012	HARDWARE PROC	WBS I5159-10/1800-6AM-31D/C	464,599.50
60010074935	12/31/2012	HARDWARE FILL/PKG	WBS I5159-10/1800-6AM-31D/C	464,599.50
30010076726	12/31/2012	CEREAL WET PROC GLUT LINE INSTALL	WBS I5159-10/1800-7AA-12C/C	457,833.16
30010076727	12/31/2012	CEREAL WET PRC NGLUT LINE INSTALL	WBS I5159-10/1800-7AA-12C/C	457,833.16
30010076734	12/31/2012	CEREAL LINE G PKG LINE INSTALL	WBS I5159-10/1800-7AA-12C/C	4,132,575.26
30010076735	12/31/2012	CEREAL LINE NG PKG LINE INSTALL	WBS I5159-10/1800-7AA-12C/C	4,132,575.26
30010076736	12/31/2012	CEREAL FILL GLUTEN LINE INSTALL	WBS I5159-10/1800-7AA-12C/C	619,551.65
30010076737	12/31/2012	CEREAL FILL NON GLUTEN LINE INSTALL	WBS I5159-10/1800-7AA-12C/C	619,551.65
30010076738	12/31/2012	CEREAL FILL MILK LINE INSTALL	WBS I5159-10/1800-7AA-12C/C	477,746.71
30010076739	12/31/2012	CEREAL FILL POUCH LINE INSTALL	WBS I5159-10/1800-7AA-12C/C	559,391.22
30010076740	12/31/2012	LAB EQUIPMENT PROC INSTALL	WBS I5159-10/1800-7AA-12C/C	37,759.19
30010076741	12/31/2012	LAB EQUIPMENT FILL/PKG INSTALL	WBS I5159-10/1800-7AA-12C/C	37,759.19
30010076742	12/31/2012	WORKSHOP EQUIPMENT PROC LINE INSTALL	WBS I5159-10/1800-7AA-12C/C	18,861.09
30010076743	12/31/2012	WORKSHOP EQUIP FILL/PKG LINE INSTALL	WBS I5159-10/1800-7AA-12C/C	18,861.06
31010003009	12/31/2012	UTILITY SYSTEM PROC INSTALL	WBS I5159-10/1800-7AA-12C/C	421,605.86
31010003010	12/31/2012	UTILITY SYSTEM FILL/PKG INSTALL	WBS I5159-10/1800-7AA-12C/C	421,605.86
60010074934	12/31/2012	HARDWARE PROC INSTALL	WBS I5159-10/1800-7AA-12C/C	174,290.67



60010074935	12/31/2012	HARDWARE FILL/PKG INSTALL	WBS I5159-10/1800-7AA-12C/C	174,290.74
60510001147	12/31/2012	AUTOMATION SOFTWARE PROC INSTALL	WBS I5159-10/1800-7AA-12C/C	1,507,073.82
60510001148	12/31/2012	AUTOMATION SOFTWARE FILL/PKG INSTALL	WBS I5159-10/1800-7AA-12C/C	1,507,073.80
21010008331	12/23/2012	CEREAL BUILDING	WBS I5159-10/1800-3A5-31E/C	964,783.69
30010076679	12/31/2012	CEREAL DRY PRC NGLUT LINE	WBS I5159-10/1800-4AA-11A/C	184,204.69
30010076680	12/31/2012	CEREAL DRY PRC GLUT LINE	WBS I5159-10/1800-4AA-11A/C	184,204.69
30010076681	12/31/2012	CEREAL MILK PRC LINE	WBS I5159-10/1800-4AA-11A/C	184,204.70
30010076726	12/31/2012	CEREAL WET PROC GLUT LINE	WBS I5159-10/1800-4BA-31A/C	27,720.96
30010076727	12/31/2012	CEREAL WET PRC NGLUT LINE	WBS I5159-10/1800-4BA-31A/C	27,720.96
30010076662	12/31/2012	ROLLER DRYER #11 GLUT	WBS I5159-10/1800-4CA-11A/C	2,879.89
30010076663	12/31/2012	ROLLER DRYER #12 GLUT	WBS I5159-10/1800-4CA-11A/C	2,879.89
30010076664	12/31/2012	ROLLER DRYER #13 GLUT	WBS I5159-10/1800-4CA-11A/C	2,879.89
30010076665	12/31/2012	ROLLER DRYER #14 GLUT	WBS I5159-10/1800-4CA-11A/C	2,879.89
30010076666	12/31/2012	ROLLER DRYER #21 NGLUT	WBS I5159-10/1800-4CA-11A/C	2,879.89
30010076667	12/31/2012	ROLLER DRYER #22 NGLUT	WBS I5159-10/1800-4CA-11A/C	2,879.89
30010076668	12/31/2012	ROLLER DRYER #23 NGLUT	WBS I5159-10/1800-4CA-11A/C	2,879.89
30010076669	12/31/2012	ROLLER DRYER #24 NGLUT	WBS I5159-10/1800-4CA-11A/C	2,879.86
30010076734	12/31/2012	CEREAL LINE G PKG LINE	WBS I5159-10/1800-4DA-31A/C	-21,677.01
30010076735	12/31/2012	CEREAL LINE NG PKG LINE	WBS I5159-10/1800-4DA-31A/C	-21,677.01
30010076736	12/31/2012	CEREAL FILL GLUTEN LINE	WBS I5159-10/1800-4DA-31A/C	-3,251.55
30010076737	12/31/2012	CEREAL FILL NON GLUTEN LINE	WBS I5159-10/1800-4DA-31A/C	-3,251.55
30010076738	12/31/2012	CEREAL FILL MILK LINE	WBS I5159-10/1800-4DA-31A/C	-3,251.55
30010076739	12/31/2012	CEREAL FILL POUCH LINE	WBS I5159-10/1800-4DA-31A/C	-1,083.84
60510001147	12/31/2012	AUTOMATION SOFTWARE PROC	WBS I5159-10/1800-4FN-31D/C	42,273.41
60510001148	12/31/2012	AUTOMATION SOFTWARE FILL/PKG	WBS I5159-10/1800-4FN-31D/C	42,273.40
31010003009	12/31/2012	UTILITY SYSTEM PROC	WBS I5159-10/1800-4GA-31C/C	14,159.48
31010003010	12/31/2012	UTILITY SYSTEM FILL/PKG	WBS I5159-10/1800-4GA-31C/C	14,159.48
31510000914	12/31/2012	UTILITY SYSTEM PROC	WBS I5159-10/1800-4GA-31C/C	40,237.64
31510000916	12/31/2012	UTILITY SYSTEM FILL/PKG	WBS I5159-10/1800-4GA-31C/C	40,237.65
31010003011	12/31/2012	DESIGN ENGINEERING PROC	WBS I5159-10/1800-4HA-31C/C	208,772.63
31010003012	12/31/2012	DESIGN ENGINEERING FILL/PKG	WBS I5159-10/1800-4HA-31C/C	208,772.59



30010076740	12/31/2012	LAB EQUIPMENT PROC	WBS I5159-10/1800-5BG-32H/C	222,544.33
30010076741	12/31/2012	LAB EQUIPMENT FILL/PKG	WBS I5159-10/1800-5BG-32H/C	222,544.33
21010008331	12/23/2012	CEREAL BUILDING INSTALL	WBS I5159-10/1800-7AA-31C/C	449,236.14
30010076662	12/31/2012	ROLLER DRYER #11 GLUT INSTALL	WBS I5159-10/1800-7AA-31C/C	10,693.28
30010076663	12/31/2012	ROLLER DRYER #12 GLUT INSTALL	WBS I5159-10/1800-7AA-31C/C	10,693.28
30010076664	12/31/2012	ROLLER DRYER #13 GLUT INSTALL	WBS I5159-10/1800-7AA-31C/C	10,693.28
30010076665	12/31/2012	ROLLER DRYER #14 GLUT INSTALL	WBS I5159-10/1800-7AA-31C/C	10,693.28
30010076666	12/31/2012	ROLLER DRYER #21 NGLUT INSTALL	WBS I5159-10/1800-7AA-31C/C	10,693.28
30010076667	12/31/2012	ROLLER DRYER #22 NGLUT INSTALL	WBS I5159-10/1800-7AA-31C/C	10,693.28
30010076668	12/31/2012	ROLLER DRYER #23 NGLUT INSTALL	WBS I5159-10/1800-7AA-31C/C	10,693.28
30010076669	12/31/2012	ROLLER DRYER #24 NGLUT INSTALL	WBS I5159-10/1800-7AA-31C/C	10,693.28
30010076679	12/31/2012	CEREAL DRY PRC NGLUT LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	24,324.81
30010076680	12/31/2012	CEREAL DRY PROC GLUT LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	24,324.81
30010076681	12/31/2012	CEREAL MILK PROC LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	24,324.81
30010076726	12/31/2012	CEREAL WET PROC GLUT LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	28,879.70
30010076727	12/31/2012	CEREAL WET PRC NGLUT LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	28,879.70
30010076734	12/31/2012	CEREAL LINE G PKG LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	93,138.03
30010076735	12/31/2012	CEREAL LINE NG PKG LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	93,138.03
30010076736	12/31/2012	CEREAL FILL GLUTEN LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	13,949.49
30010076737	12/31/2012	CEREAL FILL NON GLUTEN LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	13,949.49
30010076738	12/31/2012	CEREAL FILL MILK LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	14,480.79
30010076739	12/31/2012	CEREAL FILL POUCH LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	1,828.79
30010076740	12/31/2012	LAB EQUIPMENT PROC INSTALL	WBS I5159-10/1800-7AA-31C/C	2,381.81
30010076741	12/31/2012	LAB EQUIPMENT FILL/PKG INSTALL	WBS I5159-10/1800-7AA-31C/C	2,381.81
30010076742	12/31/2012	WORKSHOP EQUIPMENT PROC LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	1,189.59
30010076743	12/31/2012	WORKSHOP EQUIP FILL/PKG LINE INSTALL	WBS I5159-10/1800-7AA-31C/C	1,189.70
31010003009	12/31/2012	UTILITY SYSTEM PROC INSTALL	WBS I5159-10/1800-7AA-31C/C	26,594.66
31010003010	12/31/2012	UTILITY SYSTEM FILL/PKG INSTALL	WBS I5159-10/1800-7AA-31C/C	26,594.66
60010074934	12/31/2012	HARDWARE PROC INSTALL	WBS I5159-10/1800-7AA-31C/C	5,218.63
60010074935	12/31/2012	HARDWARE FILL/PKG INSTALL	WBS I5159-10/1800-7AA-31C/C	5,218.54
60510001147	12/31/2012	AUTOMATION SOFTWARE PROC INSTALL	WBS I5159-10/1800-7AA-31C/C	12,265.80



60510001148	12/31/2012	AUTOMATION SOFTWARE FILL/PKG INSTALL	WBS I5159-10/1800-7AA-31C/C	12,265.80
30010077212	4/30/2013	MCC Elect Panel 425002	WBS I5159-11/1814-023-B1A/C	12,100.02
30010077449	7/31/2013	Image 9040 Printer #7	WBS I5159-12/1891-363-A01/C	12,962.51
30010067266	4/27/2013	Install Douglas Sleever (2C) Lane Diiverter	WBS I5159-98/1803-01A-00A/C	13,202.49
30010077216	4/30/2013	MCC Elect Panel 425006	WBS I5159-11/1814-023-B1A/C	14,000.02
30010077217	4/30/2013	MCC Elect Panel 425007	WBS I5159-11/1814-023-B1A/C	14,000.02
30010077331	6/30/2013	Install Kadant Condensate Return System	WBS I5159-12/1891-413-A00/C	14,626.24
30010077216	4/30/2013	MCC VFD Stands/wire baskets	WBS I5159-11/1814-023-B2A/C	1,490.00
30010077217	4/30/2013	MCC VFD Stands/wire baskets	WBS I5159-11/1814-023-B2A/C	1,490.00
30010077218	4/30/2013	MCC VFD Stands/wire baskets	WBS I5159-11/1814-023-B2A/C	1,490.00
30010077219	4/30/2013	MCC VFD Stands/wire baskets	WBS I5159-11/1814-023-B2A/C	1,490.00
30010077581	9/30/2013	Install Douglas 2B Sleever Lane Divider	WBS I5159-13/1891-083-A01/C	17,828.04
30010077211	4/30/2013	MCC Elect Panel 425001	WBS I5159-11/1814-023-B1A/C	19,350.02
30010064157	6/25/2013	WWTP Transformer 750KVA Refeeding/Wiring	WBS I5159-12/1814-023-C01/C	21,154.90
30010077331	6/30/2013	Kadant Condensate Return System	WBS I5159-12/1891-413-A00/C	26,212.42
30010077218	4/30/2013	MCC Elect Panel 425008	WBS I5159-11/1814-023-B1A/C	26,500.03
30010077219	4/30/2013	MCC Elect Panel 425009	WBS I5159-11/1814-023-B1A/C	26,500.03
30010077210	4/30/2013	Install MCC AC Unit	WBS I5159-11/1814-023-93A/C	28,279.28
30010076961	2/28/2013	Eng. Servs. Acoustic Enclosures	WBS I5159-12/1891-284-E01/C	300.15
30010077223	4/30/2013	MCC Elect Panel 425041	WBS I5159-11/1814-023-B1A/C	3,780.00
30010077222	4/30/2013	MCC Elect Panel 425039	WBS I5159-11/1814-023-B1A/C	4,320.01
30010060680	9/30/2013	Platform - Draper	WBS I5159-12/1891-403-B00/C	4,380.25
30010061374	9/30/2013	Platform - Draper	WBS I5159-12/1891-403-B00/C	4,380.25
30010077281	5/31/2013	Krones EBI #5 (Empty Bottle Inspectors)	WBS I5159-12/1816-013-A01/C	468,872.46
30010077285	5/31/2013	EBI Platform	WBS I5159-12/1816-013-A01/C	472,123.20
30010077283	5/31/2013	EBI Conveyor Sym#K995S24	WBS I5159-12/1816-013-A01/C	472,738.74
30010077284	5/31/2013	EBI Conveyor Sym#K995S23	WBS I5159-12/1816-013-A01/C	472,738.74
30010077282	5/31/2013	Krones EBI #6 (Empty Bottle Inspectors)	WBS I5159-12/1816-013-A01/C	489,104.67
30010077285	5/31/2013	Install EBI Platform	WBS I5159-12/1816-013-A01/C	52,431.32
30010077218	4/30/2013	Install Elect Panels (13)	WBS I5159-11/1814-023-B1A/C	535,950.67
30010077281	5/31/2013	Install EBI#5	WBS I5159-12/1816-013-A01/C	59,528.45



30010077282	5/31/2013	Install EBI#6	WBS I5159-12/1816-013-A01/C	59,528.45
30010076961	2/28/2013	Install on Acoustic Enclosures	WBS I5159-12/1891-284-E01/C	614.32
30010076962	2/28/2013	Install on Acoustic Enclosure - Hassia #2	WBS I5159-12/1891-284-E01/C	614.32
30010077220	4/30/2013	MCC Elect Panel 425037	WBS I5159-11/1814-023-B1A/C	7,000.01
30010077221	4/30/2013	MCC Elect Panel 425038	WBS I5159-11/1814-023-B1A/C	7,000.01
30010077581	9/30/2013	Douglas 2B Sleever Lane Divider	WBS I5159-13/1891-083-A01/C	70,419.17
30010067266	4/27/2013	Douglas Sleever Lane Diverter	WBS I5159-98/1803-01A-00A/C	75,372.99
30010064486	9/30/2013	Platform - Truck Dumper	WBS I5159-12/1891-403-B00/C	7,711.43
30010077231	4/24/2013	Install Taptone Aseptic Leak Detection	WBS I5159-12/1815-013-A02/C	83,297.81
30010077580	9/30/2013	Platform - Prune Skid	WBS I5159-12/1891-403-B00/C	8,436.47
30010077283	5/31/2013	Install EBI Conveyor Sym#S24	WBS I5159-12/1816-013-A01/C	87,946.22
30010077284	5/31/2013	Install EBI Conveyor Sym#S23	WBS I5159-12/1816-013-A01/C	87,946.22
30010077227	4/24/2013	Taptone Aseptic Cup Leak Detect 58628	WBS I5159-12/1815-013-A02/C	89,199.98
30010077228	4/24/2013	Taptone Aseptic Cup Leak Detect 58626	WBS I5159-12/1815-013-A02/C	89,199.98
30010077229	4/24/2013	Taptone Aseptic Cup Leak Detect 58629	WBS I5159-12/1815-013-A02/C	89,199.98
30010077230	4/24/2013	Taptone Aseptic Cup Leak Detect 58627	WBS I5159-12/1815-013-A02/C	89,199.98
30010077231	4/24/2013	Taptone Aseptic Cup Leak Detect 58630	WBS I5159-12/1815-013-A02/C	89,199.98
30010067274	7/31/2013	Upgrade CoLOS Software Imaje #4	WBS I5159-98/1803-01A-00A/C	909.02
30010067273	7/31/2013	Upgrade CoLOS Software Imaje #3	WBS I5159-98/1803-01A-00A/C	909.04
30010068895	7/31/2013	Upgrade CoLOS Software Imaje #1	WBS I5159-09/1891-02A-01A/C	909.04
30010068896	7/31/2013	Upgrade CoLOS Software Imaje #2	WBS I5159-09/1891-02A-01A/C	909.04
30010077213	4/30/2013	MCC Elect Panel 425003	WBS I5159-11/1814-023-B1A/C	9,500.01
30010077214	4/30/2013	MCC Elect Panel 425004	WBS I5159-11/1814-023-B1A/C	9,500.01
30010077215	4/30/2013	MCC Elect Panel 425005	WBS I5159-11/1814-023-B1A/C	9,500.01
30010077210	4/30/2013	MCC Room AC Unit	WBS I5159-11/1814-023-93A/C	9,580.10
31010003048	2/28/2013	130' Concrete pipe 36" WWTP Access Rd	WBS I5159-12/1891-392-600/C	100,616.39
31010003069	6/25/2013	Install WWTP Transformer Prim Switch	WBS I5159-12/1814-023-C01/C	11,001.55
31010003071	6/25/2013	WWTP Trans 9 Power Monitor Meter	WBS I5159-12/1814-023-C01/C	20,147.52
31010003070	6/25/2013	WWTP Transformer Dist. Panel	WBS I5159-12/1814-023-C01/C	30,221.28
31010003048	2/28/2013	Eng. Servs Concrete pipe WWTP	WBS I5159-12/1891-392-600/C	3,803.05
31010003069	6/25/2013	WWTP Transformer 1500 Primary Switch	WBS I5159-12/1814-023-C01/C	47,346.66



31510000895	2/28/2013	Install for Incubator	WBS I5159-12/1891-354-E01/C	10,018.30
31510000895	2/28/2013	Platform for Incubator	WBS I5159-12/1891-354-E01/C	3,607.11
31510000895	2/28/2013	Darwin Chambers Incubator 10X15	WBS I5159-12/1891-354-E01/C	40,017.19
31510000895	2/28/2013	Walkway/Ramp for Incubator	WBS I5159-12/1891-354-E01/C	8,415.25
<b>Total</b>				<b>149,999,867.69</b>



# QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

That the **City of Fort Smith, Arkansas**, a municipal corporation of the State of Arkansas (“*Grantor*”), in accordance with its obligations under (i) Section 11.4 of that certain Lease Agreement dated as of November 1, 2004, and (ii) Section 11.4 of that certain Lease Agreement dated as of December 1, 2013, each by and between Grantor, as lessor, and **Gerber Products Company**, a Michigan corporation (“*Grantee*”), as lessee, for the consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid by Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, convey and quitclaim unto Grantee, and its successors and assigns forever, all of Grantor’s right, title, interest and claim in and to the following lands situated in Sebastian County, Arkansas, more particularly described on Exhibit A attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same unto Grantee and its successors and assigns forever, with all appurtenances thereunto belonging.

IN TESTIMONY WHEREOF, this instrument is executed as of this \_\_\_\_ day of December, 2024.

**CITY OF FORT SMITH, ARKANSAS**

By: \_\_\_\_\_  
Name: George B. McGill  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Sherri Gard  
Title: City Clerk

[S E A L]

THIS INSTRUMENT PREPARED BY:  
Gordon M. Wilbourn  
Kutak Rock LLP  
124 W. Capitol Ave., Suite 2000  
Little Rock, Arkansas 72201



## ACKNOWLEDGMENT

COUNTY OF SEBASTIAN )  
 )  
STATE OF ARKANSAS )

On this day, before me personally appeared George B. McGill and Sherri Gard, to me personally well known, who acknowledged themselves to be the Mayor and City Clerk, respectively, of the **City of Fort Smith, Arkansas**, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes and consideration therein contained, by signing the name of the city as such officers.

WITNESS my hand and official seal this \_\_\_\_ day of December, 2024.

Notary Public

My commission expires:

(SEAL)



## EXHIBIT A

The following described real estate situated in Sebastian County, Arkansas, to-wit:

### PHASE A – NORTH

Part of Lot 1, Gerber Products No. 1 an addition to the City of Fort Smith (filed June 17, 1991), Sebastian County, Arkansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 1 on the east right-of-way line of Fort Lane; thence S 00°03'00"W along the west line of said Lot 1, 415.60'; thence S 89°57'00"E 933.07' to the Point of Beginning; thence N 00°04'54"E 105.91'; thence S 89°55'06"E 97.67'; thence S 00°04'54"W 105.91'; thence N 89°55'06"W 97.67' to the Point of Beginning, containing 10,344 square feet more or less.

### PHASE A – SOUTH

Part of Lot 1, Gerber Products No. 1 an addition to the City of Fort Smith (filed June 17, 1991), Sebastian County, Arkansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 1 on the east right-of-way line of Fort Lane; thence S 00°03'00"W along the west line of said Lot 1, 751.95'; thence S 89°57'00"E 955.80' to the Point of Beginning; thence N 00°04'54"E 96.00'; thence S 89°55'06"E 143.66'; thence S 00°04'54"W 96.00'; thence N 89°55'06"W 143.66' to the Point of Beginning, containing 13,791 square feet more or less.

### PHASE B

Part of Lot 1, Gerber Products No. 1 an addition to the City of Fort Smith (filed June 17, 1991), Sebastian County, Arkansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 1 on the east right-of-way line of Fort Lane; thence S 00°03'00"W along the west line of said Lot 1, 607.64'; thence S 89°57'00"E 379.57' to the Point of Beginning; thence N 00°04'54"E 143.99'; thence S 89°55'06"E 527.98'; thence S 00°04'54"W 143.99'; thence N 89°55'06"W 524.98' to the Point of Beginning, containing 76,024 square feet more or less.





## MEMORANDUM

**TO:** Carl E. Geffken, City Administrator  
**CC:** Jeff Dingman and Maggie Rice, Deputy City Administrators  
**FROM:** Chris Hoover, Grants & Government Relations Manager  
**DATE:** November 12, 2024  
**SUBJECT:** Rebuilding American Infrastructure with Sustainability and Equity Grant Program through the United States Department of Transportation

### **SUMMARY**

The United States Department of Transportation has opened up the application period for the FY25 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program. In FY 2024 the City of Fort Smith submitted two applications to the RAISE program, but neither application was awarded. This resolution will allow the City Administrator to resubmit both grant applications during the application period. There is no cost share for this grant program because the City of Fort Smith is considered rural by the U.S. DOT and the proposed project areas are located within census tracts designated as Areas of Persistent Poverty.

### **ATTACHMENTS**

1. [11-19-24\\_Item\\_ID\\_1402\\_Administration\\_.pdf](#)



## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR GRANT FUNDING THROUGH THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM**

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WHEREAS, the Board of Directors understands that Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program funds are available for application; and

WHEREAS, the Board of Directors understands that there is a 0% required match for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program.

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 submit a grant application to the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program through the United States Department of Transportation for the Bass Reeves Legacy Loop Greenway Initiative on a 100% federal participation and 0% local match. Totaling \$24,987,098.

SECTION 2: The City Administrator is hereby authorized to submit a grant application to the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program through the United States Department of Transportation for the Butterfield Overland Trail Pedestrian Bridge on a 100% federal participation and 0% local match. Totaling \$2,724,600.

This Resolution adopted this 19<sup>th</sup> day of November, 2024.

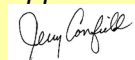
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

*Approved as to Form:*



\_\_\_\_\_  
*No Publication Required*





## MEMORANDUM

**TO:** Carl E. Geffken, City Administrator  
**CC:** Jeff Dingman and Maggie Rice, Deputy City Administrators  
**FROM:** Chris Hoover, Grants & Government Relations Manager  
**DATE:** November 12th, 2024  
**SUBJECT:** Resolution Authorizing the City Administrator to Apply for Grant Funding Through the United States Environmental Protection Agency and the Environmental Justice and Community Change Grants Program

### **SUMMARY**

The United States Environmental Protection Agency has created a one-time funding opportunity through the Environmental Justice and Community Change Grants Program. This grant program aims to help communities through projects that reduce pollution, increase community climate resilience, and build community capacity to address environmental and climate justice challenges. As part of the eligibility requirements of this grant, there must be a partnership between a lead applicant and a Community Based Organization. The City of Fort Smith will serve as the lead applicant and the Arkansas Advanced Energy Foundation will serve as the Community Based Organization. There is no local cost share, all grant funding is provided by the federal government.

### **ATTACHMENTS**

1. [11-19-24\\_Item\\_1403\\_Administration.pdf](#)



## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR GRANT FUNDING THROUGH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANTS PROGRAM**

WHEREAS, the Board of Directors understands Environmental and Climate Justice Community Change Grants Program funds are available for application; and

WHEREAS, the Board of Directors understands that there is a 0% required match for the Environmental and Climate Justice Community Change Grants Program.

WHEREAS, the Board of Directors understands that per the eligibility requirements of the Environmental and Climate Justice Community Change Grants Program, that a partnership between a local government and Community Based Organization (CBO) is required; and

WHEREAS, that the City of Fort Smith will enter into a grant partnership agreement with the Arkansas Advanced Energy Foundation to serve as the Community Based Organization for the Environmental and Climate Justice Community Change Grants Program.

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

The City Administrator is hereby authorized to submit the grant partnership agreement and application to the Environmental and Climate Justice Community Change Grants Program through the United States Environmental Protection Agency for the Fort Smith Community Change Grant Application at a 100% federal participation and 0% local match. Totaling \$18,550,000.

This Resolution adopted this 19<sup>th</sup> day of November, 2024.

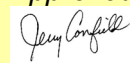
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

*Approved as to Form:*



\_\_\_\_\_  
*No Publication Required*





## MEMORANDUM

**TO:** Carl Geffken, City Administrator

**CC:** Jeff Dingman, Deputy City Administrator; Maggie Rice, Deputy City Administrator

**FROM:** Andrew Richards, Chief Financial Officer

**DATE:** November 14, 2024

**SUBJECT:** Resolution authorizing the execution of an agreement relative to the change in Bond Trustee for the \$35,000,000 City of Fort Smith, Arkansas Water and Sewer Refunding and Construction Revenue Bonds, Series 2015; \$56,955,000 City of Fort Smith, Arkansas Water and Sewer Refunding Revenue Bonds, Series 2016; \$130,180,000 City of Fort Smith, Arkansas Water and Sewer Refunding and Construction Revenue Bonds, Series 2018

### SUMMARY

The City appointed BancorpSouth Bank to serve as trustee, paying agent and bond registrar (the "Trustee") in the Ordinances authorizing the issuance of the City's Water and Sewer System Revenue Bonds. Effective October 29, 2021, BancorpSouth Bank changed its legal name to Cadence Bank ("Cadence Bank"). Cadence Bank desires to resign as Trustee for the Bonds. Bank OZK, Little Rock, Arkansas ("Bank OZK"), is acquiring the corporate and municipal bond business of Cadence Bank and desires to become the Successor Trustee for the Bonds. The fees for Bank OZK to act as Successor Trustee for the Bonds will remain the same at this time.

The change in trustee is subject to the approval of the City and the consent of the Bond Insurer, Build America Mutual Assurance Company. Notice of the trustee change will also be posted to the EMMA system at least 30 days prior to the effective date, and a listed event filing will be posted on EMMA within 10 business days of the effective date.

The City's bond counsel, Friday, Eldredge & Clark, drafted the attached proposed resolution and tri-party agreement to effect the resignation of Cadence Bank as Trustee and appointment of Bank OZK as Successor Trustee for the City's Bonds.

City Administration and the Department of Finance held a meeting at the City offices with the Managing Director of Corporate Trust of Bank OZK and discussed the potential appointment of Bank OZK as the Successor Trustee. City staff recommend the appointment of Bank OZK and Board of Directors approving the attached resolution and tri-party agreement to effect the change.

### ATTACHMENTS

1. [11-19-24\\_Item\\_1409\\_Ordinance.pdf](#)
2. [11-19-24 Item 1409 Agreement.pdf](#)



## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT RELATIVE TO  
THE CHANGE IN BOND TRUSTEE**

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WHEREAS, the City of Fort Smith, Arkansas (the "City"), has outstanding its Water and Sewer Refunding and Construction Revenue Bonds, Series 2015 (the "2015 Bonds"), authorized by Ordinance No. 79-15, adopted November 17, 2015 (the "2015 Ordinance"); and

WHEREAS, the City has outstanding its Water and Sewer Refunding Revenue Bonds, Series 2016 (the "2016 Bonds"), authorized by Ordinance No. 74-16, adopted November 15, 2016 (the "2016 Ordinance"); and

WHEREAS, the City has outstanding its Water and Sewer Refunding and Construction Revenue Bonds, Series 2018 (the "2018 Bonds"), authorized by Ordinance No. 57-18, adopted July 24, 2018 (the "2018 Ordinance"); and

WHEREAS, pursuant to the 2015 Ordinance, the 2016 Ordinance, and the 2018 Ordinance, BancorpSouth Bank was appointed to serve as trustee, paying agent, and bond registrar (the "Trustee") for the registered owners of the 2015 Bonds, the 2016 Bonds, and the 2018 Bonds (collectively, the "Bonds"); and

WHEREAS, BancorpSouth Bank changed its legal name to Cadence Bank ("Cadence Bank") effective October 29, 2021; and

WHEREAS, Cadence Bank desires to resign as Trustee for the Bonds and the City desires to appoint Bank OZK, Little Rock, Arkansas as Successor Trustee for the Bonds; and

WHEREAS, there has been presented to and is before this meeting an Agreement of Resignation, Appointment and Acceptance (the "Tri-Party Agreement") among the City, Cadence Bank, and Bank OZK, under which Bank OZK will become Successor Trustee pursuant to the 2015 Ordinance, the 2016 Ordinance, and the 2018 Ordinance;

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

Section 1. The Mayor is hereby authorized and directed to execute the Tri-Party Agreement. The Tri-Party Agreement is approved in the form presented to this meeting, with such changes as the Mayor shall approve (his execution of the Tri-Party Agreement to evidence such approval). Bank OZK is hereby in all respects approved as Successor Trustee for the Bonds.



Section 2. The Mayor, the City Clerk, and the City Administrator are authorized and directed to do any and all things necessary to facilitate the change in Trustee for the Bonds and to perform all other acts of whatever nature necessary to effect and carry out the authority conferred by this Resolution. They are further authorized and directed, on behalf of the City, to execute all contracts, documents, certificates and other instruments that may be required for carrying out the authority conferred by this Resolution or to evidence that authority and its exercise.

Section 3. The provisions of this Resolution are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Resolution.

Section 4. All resolutions and parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 5. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(SEAL)

Approved as to form:



\_\_\_\_\_  
City Attorney

NPR



CERTIFICATE

The undersigned, City Clerk of the City of Fort Smith, Arkansas (the "City") hereby certifies that the foregoing is a true, correct and compared copy of a Resolution adopted by the Board of Directors of the City on the \_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ o'clock \_\_.m.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

City Clerk

(SEAL)



## AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE

This **Agreement of Resignation, Appointment and Acceptance** (this "Agreement") by and among **the City of Fort Smith, Arkansas** (the "Issuer"), **Cadence Bank** (formerly known as BancorpSouth Bank) (the "Prior Trustee"), and **Bank OZK, Little Rock, Arkansas** (the "Successor Trustee"), is dated as of \_\_\_\_\_, 2024.

### RECITALS:

**WHEREAS**, the Issuer has outstanding its Water and Sewer Refunding and Construction Revenue Bonds, Series 2015 (the "2015 Bonds"), authorized by Ordinance No. 79-15, adopted November 17, 2015 (the "2015 Ordinance"); and

**WHEREAS**, the Issuer has outstanding its Water and Sewer Refunding Revenue Bonds, Series 2016 (the "2016 Bonds"), authorized by Ordinance No. 74-16, adopted November 15, 2016 (the "2016 Ordinance"); and

**WHEREAS**, the Issuer has outstanding its Water and Sewer Refunding and Construction Revenue Bonds, Series 2018 (the "2018 Bonds"), authorized by Ordinance No. 57-18, adopted July 24, 2018 (the "2018 Ordinance"); and

**WHEREAS**, pursuant to the 2015 Ordinance, the 2016 Ordinance, and the 2018 Ordinance (collectively, the "Ordinances"), BancorpSouth Bank was appointed to serve as trustee, paying agent, and bond registrar (the "Trustee") for the registered owners of the 2015 Bonds, the 2016 Bonds, and the 2018 Bonds (collectively, the "Bonds"); and

**WHEREAS**, BancorpSouth Bank changed its legal name to Cadence Bank (the "Prior Trustee") effective October 29, 2021; and

**WHEREAS**, the Prior Trustee desires to resign as Trustee for the Bonds and the Issuer desires to appoint the Successor Trustee as Trustee for the Bonds; and

**WHEREAS**, the Successor Trustee is willing to accept such appointment as successor Trustee under the Ordinances;

**NOW, THEREFORE**, the Issuer, the Prior Trustee and the Successor Trustee, for and in consideration of the mutual covenants and promises herein, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

### ARTICLE I

#### **THE PRIOR TRUSTEE**

**SECTION 1.01.** Pursuant to Section 26 of the 2015 Ordinance, Section 27 of the 2016 Ordinance, and Section 25 of the 2018 Ordinance, the Prior Trustee hereby notifies the Issuer that the Prior Trustee is resigning as Trustee under the Ordinances effective at least 30 days from the date the notice of resignation has been given in the form attached hereto as Exhibit B (the "Effective Date").



**SECTION 1.02.** The Prior Trustee hereby assigns, transfers, delivers and confirms to the Successor Trustee all the right, title, and interest of the Prior Trustee in and to the trusts under the Ordinances and all the estates, properties, rights, powers, trusts, duties and obligations of the Trustee under the Ordinances. The Prior Trustee shall execute and deliver such further instruments and shall do such other things as the Successor Trustee or the Issuer may reasonably require so as to more fully and certainly vest and confirm in the Successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations hereby assigned, transferred, delivered and confirmed to the Successor Trustee as Trustee.

Further, and except as set forth on Schedule 1.02 attached hereto, the Prior Trustee hereby represents and warrants to the Issuer and the Successor Trustee that:

- (a) no covenant or condition contained in the Ordinances has been waived by the Prior Trustee;
- (b) there is no action, suit or proceeding pending or, to the best of the knowledge of the Prior Trustee, threatened against the Prior Trustee before any court or any governmental authority arising out of any action or omission by the Prior Trustee as Trustee under the Ordinances;
- (c) the Prior Trustee will deliver to the Successor Trustee any moneys or property held by the Prior Trustee under the Ordinances as soon as administratively feasible following the Effective Date of this Agreement;
- (d) this Agreement has been duly authorized, executed and delivered on behalf of the Prior Trustee and, assuming the due authorization, execution and delivery hereof by the Issuer and the Successor Trustee, constitutes its legal, valid and binding obligation; and
- (e) to the best of the knowledge of the Prior Trustee, no event has occurred and is continuing which is, or after notice or lapse of time would become, a default under Section 20 of the 2015 Ordinance, Section 21 of the 2016 Ordinance, or Section 19 of the 2018 Ordinance.

**SECTION 1.03.** The Prior Trustee shall deliver to the Successor Trustee, as of or immediately after the Effective Date hereof, all of the documents listed on **Exhibit A** hereto, including any such documents needed by the Successor Trustee in relation to the Bonds which are not listed on **Exhibit A** hereto.

**SECTION 1.04.** Promptly after the execution and delivery of this Agreement, the Prior Trustee shall cause notice of its resignation effected hereby to be given as is required pursuant to Section 26 of the 2015 Ordinance, Section 27 of the 2016 Ordinance, and Section 25 of the 2018 Ordinance in the form of **Exhibit B** attached hereto.

## **ARTICLE II**

### **THE ISSUER**

**SECTION 2.01.** The Issuer hereby accepts the resignation of the Prior Trustee as Trustee under the Ordinances. All conditions relating to the appointment of Bank OZK, Little Rock, Arkansas as Successor Trustee under the Ordinances have been met by the Issuer, and the Issuer hereby appoints the Successor Trustee as Trustee under the Ordinances with like effect as if originally named as Trustee in the Ordinances.

**SECTION 2.02.** The officer of the Issuer executing this Agreement on behalf of the Issuer hereby certifies that the Issuer has the power and authority to: (a) accept the Prior Trustee's resignation as Trustee under the Ordinances; (b) appoint the Successor Trustee as Trustee under the Ordinances; and (c) execute and deliver such agreements and other instruments as may be necessary or desirable to effectuate the succession of the Successor Trustee as Trustee under the Ordinances.



**SECTION 2.03.** The Issuer hereby represents and warrants to the Prior Trustee and the Successor Trustee that:

- (a) this Agreement has been duly and validly authorized, executed and delivered by the Issuer and, assuming the due authorization, execution and delivery hereof by the Prior Trustee and the Successor Trustee, constitutes a legal, valid and binding obligation of the Issuer;
- (b) the Issuer has not appointed any Trustee other than the Prior Trustee and Successor Trustee; and
- (c) the Issuer will continue to perform its obligations under the Ordinances.

### **ARTICLE III**

#### **THE SUCCESSOR TRUSTEE**

**SECTION 3.01.** The Successor Trustee hereby represents and warrants to the Prior Trustee and to the Issuer that:

- (a) the Successor Trustee is qualified and eligible under the provisions of the Ordinances to be appointed successor Trustee and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) the Successor Trustee is in good standing under the laws of the State of Arkansas, is duly authorized to exercise trust powers and subject to examination by federal or state authority, and has a reported capital and surplus of not less than \$75,000,000;
- (c) the appointment of the Successor Trustee has been approved in writing by Build America Mutual Assurance Company, as the insurer of the 2016 Bonds and the 2018 Bonds; and
- (d) this Agreement has been duly and validly authorized, executed and delivered by the Successor Trustee and, assuming the due authorization, execution and delivery hereof by the Issuer and the Prior Trustee, constitutes a legal, valid and binding obligation of the Successor Trustee.

**SECTION 3.02.** The Successor Trustee hereby accepts its appointment as Successor Trustee under the Ordinances and accepts the estates, properties, rights, powers, trusts, duties and obligations of the Prior Trustee as Trustee under the Ordinances, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee under the Ordinances.

**SECTION 3.03.** The Successor Trustee shall cause notice of the acceptance of its appointment as Successor Trustee effected hereby, in the form of **Exhibit C** attached hereto, to be given within ten (10) business days of the Effective Date as is required by the Continuing Disclosure Agreements, dated December 1, 2015 (related to the 2015 Bonds), December 22, 2016 (related to the 2016 Bonds), and September 13, 2018 (related to the 2018 Bonds), each by and between the Issuer and the Prior Trustee (collectively, the "Continuing Disclosure Agreements").



## **ARTICLE IV**

### **CONTINUING DISCLOSURE AGREEMENTS**

**SECTION 4.01.** The Prior Trustee hereby assigns its role as "Trustee" and "Dissemination Agent" under each respective Continuing Disclosure Agreement (as defined in Section 3.03 hereof) to the Successor Trustee, and the Successor Trustee hereby accepts the role as "Trustee" and "Dissemination Agent" under each respective Continuing Disclosure Agreement. The Issuer hereby approves the Successor Trustee as "Trustee" and "Dissemination Agent" under each respective Continuing Disclosure Agreement.

## **ARTICLE V**

### **MISCELLANEOUS**

**SECTION 5.01.** This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on the Effective Date.

**SECTION 5.02.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, and except as otherwise expressly provided herein or unless the context otherwise requires, all terms used herein which are defined in the Ordinances shall have the meaning assigned to them in the Ordinances.

**SECTION 5.03.** Notwithstanding the resignation of the Prior Trustee effected hereby, the Issuer shall remain obligated under Section 26 of the 2015 Ordinance, Section 27 of the 2016 Ordinance, and Section 25 of the 2018 Ordinance to compensate, reimburse and indemnify the Prior Trustee in connection with its trusteeship under the Ordinances.

**SECTION 5.04.** This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

**SECTION 5.05.** The Issuer, the Prior Trustee and the Successor Trustee hereby acknowledge receipt of an executed and acknowledged counterpart of this Agreement and the effectiveness thereof.



[Signature page to follow]



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and acknowledged all as of the day and year first above written.

**City of Fort Smith, Arkansas,**  
as Issuer

By: \_\_\_\_\_  
Name: George McGill  
Title: Mayor

**Cadence Bank,**  
as Prior Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bank OZK,**  
as Successor Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Agreement of Resignation, Appointment and Acceptance]



**Schedule 1.02**

**Prior Trustee Exceptions**

NONE



## CONSENT OF BUILD AMERICA MUTUAL ASSURANCE COMPANY

The undersigned hereby certifies that he or she is authorized to execute and deliver this consent on behalf of Build America Mutual Assurance Company ("BAM") as issuer of a municipal bond insurance policy (the "2016 Policy") for the original aggregate principal amount of \$56,955,000 City of Fort Smith, Arkansas Water and Sewer Refunding Revenue Bonds, Series 2016 (the "2016 Bonds") and a municipal bond insurance policy (the "2018 Policy") for the original aggregate principal amount of \$130,680,000 City of Fort Smith, Arkansas Water and Sewer Refunding and Construction Revenue Bonds, Series 2018 (the "2018 Bonds"). BAM hereby consents to the appointment of Bank OZK, Little Rock, Arkansas as successor trustee under Ordinance No. 74-16, adopted November 15, 2016 (the "2016 Ordinance") and Ordinance No. 57-18, adopted July 24, 2018 (the "2018 Ordinance"). BAM's consent is provided pursuant to Section 27 of the 2016 Ordinance and Section 25 of the 2018 Ordinance.

Neither this consent nor any past, present or future consents, waivers, actions, amendments or other agreements, individually or in combination, may be construed to imply or impose upon BAM any intention, agreement, obligation or undertaking to grant future consents, waivers or amendments, or to limit the ability of BAM to exercise any and all of its rights under the 2016 Ordinance or the 2018 Ordinance, the 2016 Policy or the 2018 Policy, or any other financing document in connection with the Bonds, all of which shall remain unmodified and in full force and effect except as to the consent provided herewith. In addition, BAM makes no representation as to whether the consent of any other person is required for the requested appointment of the aforementioned successor trustee.

BUILD AMERICA MUTUAL ASSURANCE  
COMPANY

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Dated: \_\_\_\_\_, 2024

Policy No: 2016B0851  
Policy No: 2018B0448



## **Exhibit A**

Documents to be delivered to Successor Trustee, if in the possession of the Prior Trustee:

1. Closing transcript and documents
2. Copies of most recent compliance certificates required to be delivered to Trustee, if any
3. Copies of official notices sent to Bondholders during the past twelve months, if any
4. Trust account statements for 2023 and 2024
5. Bond Insurance Policy or Letter of Credit, if any
6. List of current trust account balances and assets
7. Copies of any requisitions or disbursement requests
8. List of current bondholder names, addresses, certificate numbers and amounts owned
9. Listing of current CUSIP numbers, rates, maturities and outstanding principal
10. Original bonds or copies of the bonds
11. Contact information for Prior Trustee



## Exhibit B

### Notice

**\$35,000,000 City of Fort Smith, Arkansas Water and Sewer Refunding and Construction Revenue Bonds, Series 2015**

**CUSIP #** 348815MC2; 348815MD0; 348815ME8; 348815MF5; 348815MG3; 348815MH1; 348815MJ7

**\$56,955,000 City of Fort Smith, Arkansas Water and Sewer Refunding Revenue Bonds, Series 2016**

**CUSIP #** 348815MT5; 348815MV0; 348815MW8; 348815MX6; 348815MY4; 348815NA5; 348815MU2; 348815MZ1

**\$130,680,000 City of Fort Smith, Arkansas Water and Sewer Refunding and Construction Revenue Bonds, Series 2018**

**CUSIP #** 348815PA3; 348815PB1; 348815PC9; 348815PD7; 348815PE5; 348815PF2; 348815PG0; 348815PH8; 348815PJ4; 348815PK1; 348815PL9; 348815PM7; 348815PN5

**NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE BENEFICIAL OWNERS OF THE SUBJECT BONDS. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO SUCH BENEFICIAL OWNERS IN A TIMELY MANNER.**

**NOTICE IS HEREBY GIVEN**, that Cadence Bank (formerly known as BancorpSouth Bank) has resigned as trustee, paying agent, and bond registrar (the "Trustee") under the Ordinances securing the above referenced bonds (the "Ordinances").

The City of Fort Smith, Arkansas has appointed Bank OZK, Little Rock, Arkansas ("Bank OZK") as successor Trustee under the Ordinances, and Bank OZK has accepted appointment as Trustee under the Ordinances. The address of the corporate trust office of Bank OZK is 18000 Cantrell Road, Little Rock, Arkansas 72223.

Cadence Bank's resignation as Trustee and the appointment of Bank OZK as successor Trustee will be effective as of the opening of business on \_\_\_\_\_, 2024.

Dated: \_\_\_\_\_, 2024

By: Cadence Bank,  
As Prior Trustee

cc: The City of Fort Smith, Arkansas  
Build America Mutual Assurance Company



**Exhibit C**

**NOTICE OF LISTED EVENT  
APPOINTMENT OF SUCCESSOR TRUSTEE**

**\$35,000,000 City of Fort Smith, Arkansas Water and Sewer Refunding and  
Construction Revenue Bonds, Series 2015**

**CUSIP #** 348815MC2; 348815MD0; 348815ME8; 348815MF5; 348815MG3;  
348815MH1; 348815MJ7

**\$56,955,000 City of Fort Smith, Arkansas Water and Sewer Refunding Revenue  
Bonds, Series 2016**

**CUSIP #** 348815MT5; 348815MV0; 348815MW8; 348815MX6; 348815MY4;  
348815NA5; 348815MU2; 348815MZ1

**\$130,680,000 City of Fort Smith, Arkansas Water and Sewer Refunding and  
Construction Revenue Bonds, Series 2018**

**CUSIP #** 348815PA3; 348815PB1; 348815PC9; 348815PD7; 348815PE5;  
348815PF2; 348815PG0; 348815PH8; 348815PJ4; 348815PK1; 348815PL9;  
348815PM7; 348815PN5

**NOTICE IS HEREBY GIVEN**, that Cadence Bank (formerly known as BancorpSouth Bank) has resigned as trustee, paying agent, and bond registrar (the "Trustee") under the Ordinances securing the above referenced bonds (the "Ordinances").

The City of Fort Smith, Arkansas has appointed Bank OZK, Little Rock, Arkansas ("Bank OZK") as successor Trustee under the Ordinances, and Bank OZK has accepted appointment as Trustee under the Ordinances. The address of the corporate trust office of Bank OZK is 18000 Cantrell Road, Little Rock, Arkansas 72223.

Cadence Bank's resignation as Trustee and the appointment of Bank OZK as successor Trustee will be effective as of the opening of business on \_\_\_\_\_, 2024.

Dated: \_\_\_\_\_, 2024

By: Bank OZK, Little Rock, Arkansas,  
As Successor Trustee

cc: The City of Fort Smith, Arkansas  
Build America Mutual Assurance Company





## MEMORANDUM



**TO:** Carl E. Geffken, City Administrator  
**CC:** Jeff Dingman and Maggie Rice, Deputy City Administrators  
**FROM:** Sara Deuster, Director of Parks and Recreation  
**DATE:** November 13, 2024  
**SUBJECT:** Purchase of Playground Equipment for Hillcrest Park and Woodlawn Park

### SUMMARY

Included in the FY24-FY28 Parks Capital Improvement Plan is improvements to neighborhood parks, including Woodlawn Park and Hillcrest Park. These improvements are funded through a voter-approved 1/8% Sales and Use Tax that is to be used solely for parks capital projects.

### Woodlawn Park

Our department published a capital improvement survey during the month of June asking citizens to identify their priorities for park capital projects. This survey was made available to citizens through multiple modes, including the City's social media pages, GovDelivery bulletins, Parks Events (ex. Movies in the Park and Pop Up Play Days), and during the Levitt Amp Concert Series. One of the survey questions asked citizens to identify their top three neighborhood parks for improvements to the playground equipment. Woodlawn Park was identified as the leading neighborhood park for these improvements (survey results attached). Updating the aged play equipment will culminate significant improvements already completed through the 1/8% Sales and Use Tax. These improvements include the conversion of the wading pool to a splash pad (based on results from a "Dotmocracy" completed by nearby schools), construction of a basketball court, drainage improvements, and installation of a prefabricated restroom.

The Parks Commission was presented with options from two vendors for playground equipment at Woodlawn Park during their September 2024 meeting. The Commission voted unanimously to recommend the project prepared by ACS Playground Adventures, Inc. to the Board of Directors for consideration.

### Hillcrest Park

The project being presented is a result of two neighborhood meetings. The first meeting was held in February during which attendees discussed various improvements they would like to see at the park. Following this meeting, Parks Staff worked to prepare a final proposal to present to residents. The final neighborhood meeting was held in September. All those in attendance at the neighborhood meeting were in favor of the proposed site improvements. The Parks Commission was presented with the proposed improvements to Hillcrest Park during their October 2024 meeting. The Commission voted unanimously to recommend the proposed project to the Board of Directors for consideration.



Per Ordinance No. 93-05, the City is authorized to participate in the State Cooperative Purchasing program. One of these contracts is Sourcewell, a national municipal contracting agency offering national contract purchasing solutions by facilitating and awarding nationally competitively bid contracts. Landscape Structures, Inc. holds a current contract with Sourcewell (Contract No. 010521-LSI). ACS Playground Adventures, Inc. is the area representative for Landscape Structures.

Attached is a resolution accepting the bid and authorizing the purchase and installation of playground equipment at Woodlawn Park for an amount of \$269,995.83 and Hillcrest Park for an amount of \$252,218.76. If approved, the equipment will be ordered by early December and installation begin in late Spring 2025.

This project is in alignment with the goals of the Comprehensive Plan policy PFS-3.2.3 (Transition from ADA accessibility to inclusion for individuals of all abilities in the renovation and development of all facilities, parks, and trails), PFS-5 (Improve the health and well-being of Fort Smith residents), NCR-4.1 (Increase the use of parks, open space, and recreational programming to improve the health of Fort Smith residents), and FLU-14. (Ensure adequate, well-maintained infrastructure...).

Please contact me should you have any questions or require additional information.

#### **ATTACHMENTS**

1. [11-19-24\\_Item\\_ID\\_1413\\_Resolution.pdf](#)
2. [11-19-24 Item ID 1413 Bids.pdf](#)
3. [11-19-24 Item ID 1413 - Neighborhood Park Information.pdf](#)
4. [11-19-24 Item ID 1413 - Woodlawn Park.pdf](#)
5. [11-19-24 Item ID 1413 - Hillcrest Park.pdf](#)

*FISCAL IMPACT:* \$522,214.59

*BUDGET INFORMATION:* Budgeted / Parks and Recreation - 1/8% Sales and Use Tax



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING BID AUTHORIZING THE PURCHASE AND  
INSTALLATION OF PLAYGROUND EQUIPMENT FOR HILLCREST PARK AND  
WOODLAWN PARK

---

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

The bids, as indicated by the enclosures, for the purchase and installation of playground  
equipment for Hillcrest Park and Woodlawn Park are hereby accepted.

This Resolution adopted this \_\_\_\_\_ day of November, 2024.

APPROVED:

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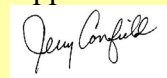
Mayor

ATTEST:

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City Clerk

Approved as to form:



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City Attorney -- NPR





ALL PURCHASE ORDERS, CONTRACTS, AND  
CHECKS TO BE MADE OUT TO:  
LANDSCAPE STRUCTURES, INC.  
601 7TH STREET SOUTH  
DELANO, MN 55328 U.S.A.  
763-972-3391 800-328-0035  
Fax: 763-972-3185

## Proposal

October 24, 2024  
DATE

CONTACT: Sara Deuster  
ORGANIZATION: Fort Smith Parks and Recreation  
EMAIL: [sdeuster@fortsmithar.gov](mailto:sdeuster@fortsmithar.gov)  
PHONE: 479-784-1009

SHIP TO: Woodlawn Park  
2006 N 6th Street  
Fort Smith AR 72904

BILL TO: Invoice will be emailed to email address above  
unless another email address or mailing address is provided


Destination: Fort Smith, AR 72904  
F.O.B.

PO / Credit Card / net 30  
TERMS (Subject To Credit Approval By ACS)

TBD  
SHIPPING TIME

Equipment Pricing Good for 30 days  
All Other Pricing Good for 30 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
Project Name: Woodlawn Park						
1	1190708-01-01	Quote No. 1190708-01-01 PlayBooster with Evos and Freestanding Play 		\$ 108,070.00		\$ 108,070.00
1	Turf Surfacing	Turf System Triple Play Base Rock Play Pad Turf System Sand Infill		\$ 44,576.00		\$ 44,576.00
1	Loose Fill	EWf for Climbing Areas		\$ 3,277.12		\$ 3,277.12
1	Concrete Work	Site Concrete Work and Dirt Prep 6" Ribbon Curb and Connecting Sidewalk Precast Concrete Seat Wall		\$ 36,328.54		\$ 36,328.54
1	Adjustment	Sourcewell Purchase Contract #010521-LSI		\$ (8,645.60)		\$ (8,645.60)
Notes						
INSTALLATION INCLUDES PLAY AND TURF INSTALL						
Exclusions Unless Agreed Upon						
Demo						

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE  
ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.

**ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER  
MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER  
OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS  
MAY BE CHARGED BACK TO THE CUSTOMER.**

AN APPROVED PURCHASE ORDER IS ACCEPTED IN LEIU OF A SIGNATURE

ACCEPTED BY CUSTOMER or APPROVED PO #

DATE

PRINT NAME  
Rob Green 479-305-5050 | [robg@acsplay.com](mailto:robg@acsplay.com)

10/24/2024

PROPOSED BY ACS REPRESENTATIVE

DATE

Total Weight	
SUBTOTAL MATERIAL	\$ 183,606.06
INSTALLATION	\$ 64,665.74
FREIGHT	\$ 3,910.00
Sales Tax Rate	Taxable
9.500%	\$ 17,814.03
TOTAL	\$ 269,995.83





ALL PURCHASE ORDERS, CONTRACTS, AND  
CHECKS TO BE MADE OUT TO:  
LANDSCAPE STRUCTURES, INC.  
601 7TH STREET SOUTH  
DELANO, MN 55328 U.S.A.  
763-972-3391 800-328-0035  
Fax: 763-972-3185

# Proposal

October 21, 2024  
DATE

CONTACT: Sara Deuster  
ORGANIZATION: Fort Smith Parks and Recreation  
EMAIL: [sdeuster@fortsmithar.gov](mailto:sdeuster@fortsmithar.gov)  
PHONE: 479-784-1009

SHIP TO: Hill Crest Park  
Near 29 Linwood St  
Fort Smith AR 72904

BILL TO: Invoice will be emailed to email address above  
unless another email address or mailing address is provided


Destination: Fort Smith, AR 72904  
F.O.B.

PO / Credit Card / net 30  
TERMS (Subject To Credit Approval By ACS)

TBD  
SHIPPING TIME

Equipment Pricing Good for 30 days  
All Other Pricing Good for 30 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
Project Name: Hill Crest						
1	1190615-01-01	No. 1190615-01-01 Playbooster 5-12 yr and Smart Play 2-5 yr		\$ 100,295.00		\$ 100,295.00
2	173595	GFRC Log Bench (not shown in renderings) 		\$ 3,003.00		\$ 6,006.00
1	Turf Surfacing	Turf System Triple Play Base Rock Play Pad Turf System Sand Infill		\$ 54,544.00		\$ 54,544.00
1	Concrete Work	Connecting Sidewalk and Ribbon 6" Ribbon Curb and Connecting Sidewalk		\$ 17,944.36		\$ 17,944.36
1	Adjustment	Sourcewell Purchase Contract #010521-LSI		\$ (8,263.84)		\$ (8,263.84)
Notes						
Installing Pricing Includes Play and Turf						
Exclusions Unless Agreed Upon						
Demo and Site Restoration						

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE  
ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.

**ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER  
MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER  
OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS  
MAY BE CHARGED BACK TO THE CUSTOMER.**

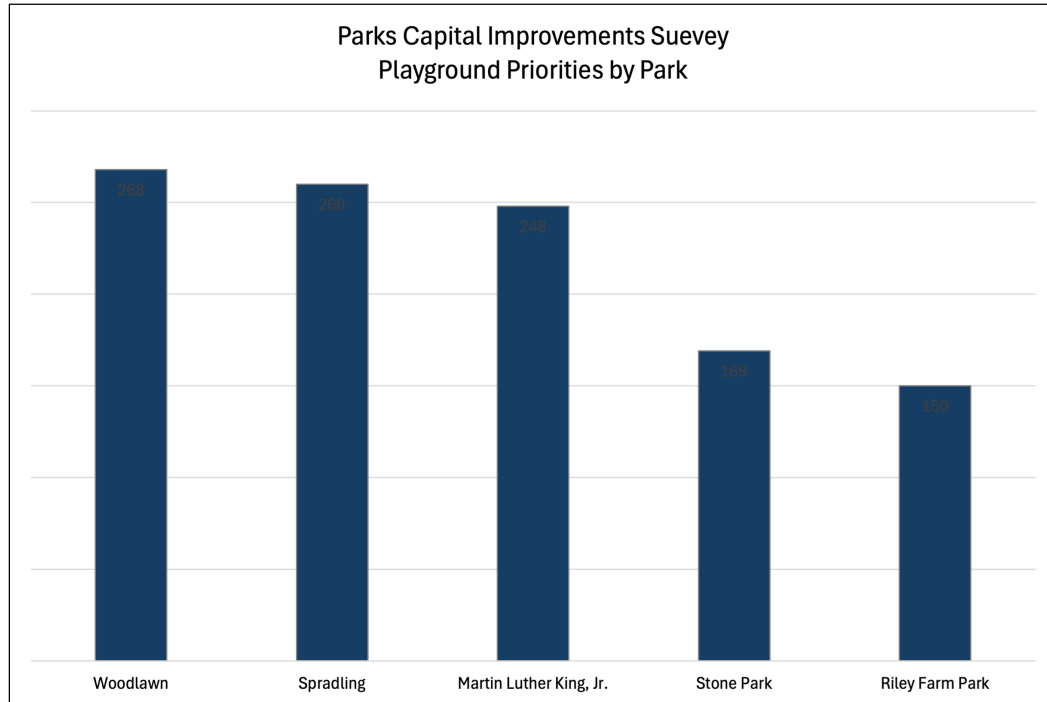
AN APPROVED PURCHASE ORDER IS ACCEPTED IN LEIU OF A SIGNATURE	
ACCEPTED BY CUSTOMER or APPROVED PO #	DATE
PRINT NAME Rob Green 479-305-5050   <a href="mailto:robg@acsplay.com">robg@acsplay.com</a>	10/21/2024
PROPOSED BY ACS REPRESENTATIVE	DATE

Total Weight	
SUBTOTAL MATERIAL	\$ 170,525.52
INSTALLATION	\$ 61,660.82
FREIGHT	\$ 3,500.00
Sales Tax Rate	Taxable
9.500%	\$ 16,532.42
TOTAL	\$ 252,218.76



## Results from Parks Improvement Survey

Survey Question: *Which three parks would you most like to see have playground improvements? (Improvements are in progress at Carol Ann Cross, Hillcrest, and Tilles Parks).*



Note: Funding for improvements to Spradling Park is allocated for FY25 in the proposed FY25-FY29 Parks CIP.

## Summary of Input from Hillcrest Park Neighborhood Meetings

Site Amenities	Play Amenities	Additional Input
<ul style="list-style-type: none"> <li>• Additional Picnic Tables</li> <li>• Solar Lighting (if possible)</li> <li>• Remove Flagstone Area</li> <li>• Multi-Use Water Fountain</li> <li>• Trash Receptacle Enclosure</li> <li>• ADA Access to Park</li> <li>• Electric at Concrete Table</li> </ul>	<ul style="list-style-type: none"> <li>• Ages 2-5 Main Structure</li> <li>• Fenced Play Area</li> <li>• Slide</li> <li>• Climbing Feature</li> <li>• Total of Six (6) Swings</li> <li>• Spectator Seating</li> </ul>	<ul style="list-style-type: none"> <li>• Protect Existing Trees</li> <li>• Maintain Green Space</li> <li>• Power Wash Curb</li> </ul>
<p><span style="color: orange;">■</span> Improvement to be reevaluated once these initial improvements are made to ensure there is a need.</p> <p><span style="color: red;">■</span> Only five (5) swings were possible to preserve green space and existing trees. Those present at the neighborhood meeting recommended the swing configuration.</p> <p><span style="color: blue;">■</span> Improvement under review and will be performed in-house.</p> <p><span style="color: gray;">■</span> Maintenance item to be performed in-house during winter/spring.</p>		



## Woodlawn Park Improvements Site Plan





# Woodlawn Park Improvements Site Plan

## Overview of Play Equipment Improvements

### Designated 2-5 Area

- “Centre” Structure
- “T” Frame Swingset (2)
- Artificial Turf Surfacing

### Standalone Swing Bay

- Tire Swing (1)
- Standard Lap Belt (2)
- Artificial Turf Surfacing

### Designated 5-12 Area

- Eclipse Net Climber
- Ascent Rock w/Slide
- Wood Fiber Mulch

### Other Features

- Concrete Seat Wall w/ Shade
- Concrete Ribbon Curb
- New Picnic Area
- ADA Compliant Access



As was noted in the Final Payment for Phase I Improvements, the Centre amenity pictured above was ordered earlier this year. It is currently in production.

Based on citizen feedback via the parks improvement survey results, citizens identified Woodlawn Park as the leading priority for playground equipment improvements. The project being presented to the Board of Directors for consideration during their November 19th Regular Meeting is in response to this citizen feedback.

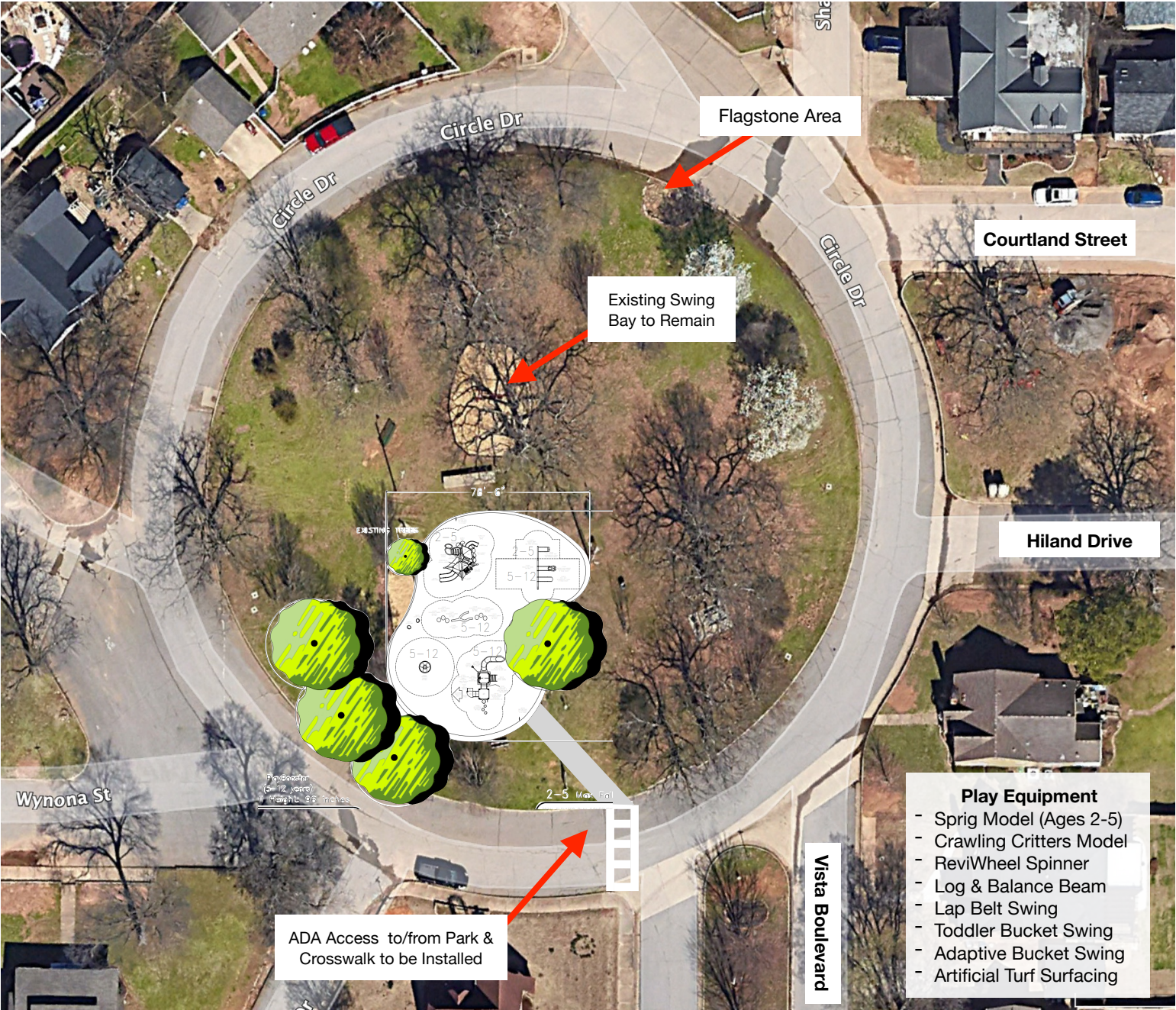


Note: Standard lap belt swing to be installed in lieu of the joint (Friendship) swing as shown in the renderings.





Hillcrest Park Improvements Site Plan



Additional Site Amenity Improvements



Multi-Option Water Fountain



Enclosed Trash Receptacle



Electrical Bollard



## Hillcrest Park Improvements Play Equipment Renderings



Nature-themed seating to be installed within the play area. Per discussions during the public meeting, additional seating and picnic tables needs will be evaluated once these primary improvements are completed.







## MEMORANDUM

**TO:** Carl E. Geffken, City Administrator  
**CC:** Jeff Dingman, Deputy City Administrator  
**FROM:** Jeff Dingman, Interim Director of Solid Waste Services  
**DATE:** November 14, 2024  
**SUBJECT:** Non-Residential Solid Waste Collection and Disposal Permit and Agreement

### **SUMMARY**

In & Out Rolloff 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 to haul non-residential solid waste within Fort Smith. This agreement is a two-year permit for the period of October 1, 2024 through September 30, 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. [11-19-24\\_Item\\_ID\\_1384\\_Solid\\_Waste\\_Services - Resolution.pdf](#)
2. [11-19-24 Item ID 1384 Solid Waste Services.pdf](#)



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID  
WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH  
IN & OUT ROLLOFF 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 In & Out Rolloff LLC for the period of October 1, 2024  
through September 30, 2026.

This Resolution adopted this \_\_\_\_\_ day of November, 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 In & Out Roll-off.

### **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**, In & Out Roll-off 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**, In & Out Roll-off 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:** In & Out Roll-off agrees that all solid waste generated within the City and which is collected by In & Out Roll-off for disposal shall be hauled by In & Out Roll-off 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 for Front or Rear Loaders. 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 In & Out Roll-off.
- 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 In & Out Roll-off, pursuant to Section 25-321 of the Fort Smith Code of Ordinances.
5. **Billing and Payment:** In & Out Roll-off 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 In & Out Roll-off 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 In & Out Roll-off delivers waste to the Facility that does not conform to the identified regulations and requirements, In & Out Roll-off, 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 In & Out Roll-off 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 In & Out Roll-off 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. In & Out Roll-off 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 October 1, 2024 to September 30, 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 In & Out Roll-off 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:** In & Out Roll-off 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 In & Out Roll-off operations hereunder. Provided, however, that In & Out Roll-off 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:** In & Out Roll-off 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, In & Out Roll-off 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, In & Out Roll-off shall carry the following types of insurance in at least the amounts specified below:

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

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 In & Out Roll-off, from delivering waste to the Facility, In & Out Roll-off 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 In & Out Roll-off, or by In & Out Roll-off 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. **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: In & Out Roll-off  
Damon Tillman  
479-601-6297

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:  \_\_\_\_\_  
Damon Tillman, In & Out Roll-off

**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.





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

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 this 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).

<b>PRODUCER</b> DAVIS INSURANCE AGENCY, INC. PO BOX 485 LINCOLN, AR 72744	<b>CONTACT NAME:</b> JAMES DAVIS <b>PHONE (A/C No, Ext):</b> 479-237-5589 <b>FAX (A/C No):</b> <b>EMAIL ADDRESS:</b> JDAVIS@PGTC.COM														
<b>INSURED</b> IN & OUT ROLLOFF LLC 211 HINDMAN DR APT 1 PRAIRIE GROVE AR 72753	<table border="1"><thead><tr><th>INSURER(B) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: SCOTTSDALE INS CO</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(B) AFFORDING COVERAGE	NAIC #	INSURER A: SCOTTSDALE INS CO		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(B) AFFORDING COVERAGE	NAIC #														
INSURER A: SCOTTSDALE INS CO															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		CPS8035362	7/12/2024	7/12/2025	EACH OCCURRENCE \$ 100000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000				
		MED EXP (Any one person) \$ 5000				
		PERSONAL & ADV INJURY \$ 1000000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2000000
	OTHER:					\$
A	AUTOMOBILE LIABILITY		BOUND TBA	10/28/2024	7/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ 2000000
	DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$ 2000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						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****CANCELLATION**

CITY OF FORT SMITH - SOLID WASTE SERVICES

DIRECTOR OF SOLID WASTE SERVICES  
5900 COMMERCE RD  
FORT SMITH, AR 72916

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  
JAMES L. DAVIS





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/17/2024

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 DAVIS INSURANCE AGENCY INC PO BOX 485 LINCOLN, AR 72744	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL: ADDRESS: progressivecommercial@email.progressive.com
INSURED IN & OUT ROLLOFF LLC 211 Hindman Dr Apt 1 Prairie Grove, AR 72753	INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Northwestern Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 42919

### COVERAGES

CERTIFICATE NUMBER: 7118710533890807440681724T171421

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
	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LGC <input type="checkbox"/>						
	OTHER:						
	AUTOMOBILE LIABILITY						
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	N	N	082670185	08/17/2024	09/17/2025	\$1,000,000
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						\$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$
	-See ACORD 101 for additional coverage details.						\$
A		N	N	082670185	08/17/2024	08/17/2025	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

BOSTON MOUNTAIN SOLID WASTE DISTRICT PO BOX 228 PRAIRIE GROVE, AR 72753	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 
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ACORD 25 (2016/03)

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

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

**BUSINESS REGISTRATION**

**Business Name:** IN AND OUT ROLL OFF  
DBA: IN AND OUT ROLL OFF

**Business Location:** 586 MADISON 6061  
WESLEY, AR 72773

**Owner:** JEFF DUBELL

**License Number:** 007491-2024

**Issued Date:** 9/24/2024

**Expiration Date:** 9/24/2025

**Business Type(s):** 562212 Dumps, nonhazardous solid waste  
(e.g., trash)

**Mailing Address:** 586 MADISON 6061  
WESLEY, AR 72773

**License Type:** Contractor's Office

**Classification:** Occupational Business  
\$0.00

(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

SCHS MIB

800827

SCHS





## MEMORANDUM

**TO:** Mayor and Board of Directors  
**FROM:** Jessica Underwood, Executive Assistant  
**DATE:** November 13, 2024  
**SUBJECT:** Appointment: Audit Advisory Committee

### **SUMMARY**

George Moschner and Deana Infield's term on the Audit Advisory Committee expire November 30, 2024. Both are interested in reappointment. The other applicant is Marc Lux.

Additionally, Director Andre' Good's term expires on November 30, 2024. He may be reappointed, or another board member will need to be appointed to fill the position.

Appointments are made by the Board of Directors, two citizen and one Director appointments are needed. The new terms will expire November 30, 2027.

### **ATTACHMENTS**

1. [Audit Advisory Appointments 11.19.24.pdf](#)



## **AUDIT ADVISORY COMMITTEE**

The Audit Committee serves in an advisory capacity to the board of directors to advise the board of directors on all matters relating to the annual financial audit and on matters related to the city's internal control structure.

The committee includes four private citizens of Fort Smith and three members of the board of directors. At least one member of the committee shall be a certified public accountant.

Members shall be nominated by the city administrator and appointed by the **Board of Directors**. Following initial terms of one, two and three year, members shall serve three year terms. The committee meets on call.

	<b><u>DATE APPOINTED</u></b>	<b><u>TERM EXPIRES</u></b>
<b><u>DIRECTORS</u></b>		
Andre' Good 4716 Mill Pond Court (04) 479-285-4932 (c) <a href="mailto:Andre.good@fortsmithar.gov">Andre.good@fortsmithar.gov</a>	01/03/23	11/30/24
Neal Martin 7716 Dover Circle (03) 913-481-6073 <a href="mailto:Neal.Martin@fortsmithar.gov">Neal.Martin@fortsmithar.gov</a>	01/08/19	11/30/25
Lavon Morton 10408 Innsbruck Court 461-2643 <a href="mailto:Lavon.Morton@fortsmithar.gov">Lavon.Morton@fortsmithar.gov</a>	05/21/19	11/30/25
<b><u>CITIZENS</u></b>		
George Moschner (Chairman) Retired CPA (Inactive) 3201 Leigh's Hollow Lane (03) 651-5612 © <a href="mailto:GeorgeMoschner1@gmail.com">GeorgeMoschner1@gmail.com</a>	07/21/09	11/30/24



Deana Infield  
CPA  
2819 Enid (01)  
484-5740 (w)  
629-6622 (c)  
[dinfield@landmarkcpas.com](mailto:dinfield@landmarkcpas.com)

10/17/12

11/30/24

Ed Ralston  
Business Owner  
3205 Free Ferry Road (03)  
461-2000  
[Ed.Ralston@RalstonIndustries.com](mailto:Ed.Ralston@RalstonIndustries.com)

08/15/17

11/30/25

Russell Bragg  
Retired  
1503 Wheaton Trace  
479-459-1107  
[Russell.bragg59@gmail.com](mailto:Russell.bragg59@gmail.com)

01/18/24

11/30/26





# 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: 3/12/2024  
Name: Marc Lux Home Telephone: 479-414-6989  
Home Address: 2900 Kells Abbey, Ft. Smith, AR Work Telephone: 479-649-0888  
Zip: 72908 Email: marcl@selectlanding.com

Occupation: CPA / Owner of Przybysz & Associates, CPAs, P.C.  
*(If retired, please indicate former occupation or profession)*

Education: BSBA from UofA Fayetteville  
Professional and/or Community Activities: \_\_\_\_\_

Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_

Do you reside within the corporate boundaries of the city of Fort Smith? Yes X No \_\_\_\_\_

Are you a registered voter in the city of Fort Smith? Yes X 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 X *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 type="checkbox"/> Mechanical Board of Adjustments and Appeals            |
| <input checked="" 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***







# 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: November 13, 2024

Name: George E. Moschner

Home Telephone: 479-651-5612

Home Address: 3201 Leighs Hollow Lane

Work Telephone: \_\_\_\_\_

Zip: 72903

Email: georgemoschner1@gmail.com

Occupation: Retired. Former partner with BKD, CPAs (now FORVIS) and CFO of Baldor Electric Company  
(If retired, please indicate former occupation or profession)

Education: UA Fayetteville BSBA-Business Administration 12/1981 and a CPA (inactive)

Professional and/or Community Activities: City of Fort Smith Audit Committee since July 2009; Board member and Treasurer, Pajaro Gun Club; Methodist Village Senior Living; United Way Fort Smith; Trinity Catholic School

Additional Pertinent Information/References: Former member UAFS Dean's Leadership Committee; Former board member of numerous charitable and philanthropic organizations over the past 45 years.

Do you reside within the corporate boundaries of the city of Fort Smith? Yes X No \_\_\_\_\_

Are you a registered voter in the city of Fort Smith? Yes X 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 X No \_\_\_\_\_ **Note:** "Yes" will not automatically preclude you from consideration.

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

DWI - February 2011

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 type="checkbox"/> Mechanical Board of Adjustments and Appeals            |
| <input checked="" 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**