



AGENDA

Fort Smith Parks and Recreation Commission
Regular Meeting, May 10, 2023
12:00pm Creekmore Community Center

Approval of minutes from the April 12th meeting.

1. Presentation from Fort Smith Farmer's Market
2. Review proposal for lease of Creekmore Park diving well pool
3. Discussion regarding kayak share program at Carol Ann Cross Park
4. Presentation regarding potential use of former Acme Brick property
5. Project Updates
6. Public Comments
7. Commission and Staff Comments



City of Fort Smith Memorandum
Parks & Recreation

TO: Parks and Recreation Commission
FROM: Parks Staff
DATE: May 5, 2023
SUBJECT: Lease of Creekmore Park Diving Well Pool

The current lease agreement with the Sebastian County Aquatics Association (SCAA) for use of the diving well pool during the offseason is set to expire next month. In accordance with standard City procedures, a Request for Proposals was advertised in the local newspaper asking interested parties to submit proposals. Three entities were provided with a copy of the RFP. Two of these entities expressed interest during 2022 and were emailed a copy of the RFP. One entity has since moved out of the area, and the other opted to not submit a proposal at this time. SCAA was the only respondent to the RFP. A copy of their submittal is attached for your review. Also attached is a draft lease agreement, which mimics the existing agreement that will expire next month.

We request the Parks Commission to review, discuss, and make a recommendation regarding the lease agreement.

attachments

Request for Proposal #6205-0323
Lease of Creekmore Park Pool Diving Well

Sebastian County Aquatics Association
PO Box 3466
Fort Smith, AR. 72913

This is an official proposal to the Request for Proposal #6205-0323, to lease and operate the diving well from the City of Fort Smith for the upcoming fiscal year, 2023-24 and beyond.

Board member and manager

Date April 15th, 2023

Ian Bullock

Proposer Information

1. Basic Information
 - a. Ian Bullock - manager and board member of SCAA
 - b. Sebastian County Aquatics Association (SCAA) is a 501c3 non-profit entity that promotes and supports aquatic activities. The organization is in support of the Fort Smith Tideriders swim team, and local FSPS high school swim programs in the surrounding area, along with working with other aquatic entities in the area.
 - c. Articles of incorporation attached.

2. Organization
 - a. Ian Bullock - Manager 479-462-5723 ianbullock@gmail.com
 - b. Tyson Simon - President tsimon@fca.org
 - c. Rebecca Bingham - member rbingham@fortsmithschools.org
 - d. Jeff Rice - member calvnhob@gmail.com

3. Relevant Experience
 - a. Ian Bullock and the SCAA have been involved in aquatic activities in the area since 1982 and beyond. Ian has managed Creekmore pool in the late 80's, Evans Boys club pool in the 90's and Fort Smith Athletic Club pool in late 90's to 2010. Ian has operated and managed the pool for the last 7 years operating the main pool in the summer and overseeing the lease agreement of the diving well.

Creekmore Park Diving Well Plan

1. Our proposal is to continue the management of the diving well for use for all swim teams (Tideriders and High Schools) and to maintain use for other entities, including, but not limited to, Scuba, Military, City Fire and Police, Lifeguard training (Parrot Island and Red Cross), Boys and Girl scouts, Special Olympic fundraising, and swimming lessons
2. Our lifeguard training program involves training of guards through red cross certification by Thomas Bullock and the identification and recruitment of guards for the City pool.
3. The Diving Well will continue to be enclosed for winter operation with the inflatable dome that can be heated for cooler temperatures. Our replacement plan is either a new dome or a permanent fabric structure installed over the dome.

Economic Benefits

1. Because the diving well is not an official length for competition it can not be used for tournaments or competition (Official pool length is 25 yards - the well is 23 yards). With that said - there are economic benefits for maintaining the use of the diving well - The

pool is the only deep water facility available in the area where the types of training that is needed for specific entities can be done (listed above) - This brings people into the community.



ARKANSAS SECRETARY OF STATE
JOHN THURSTON

Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed. Please review our [NAME AVAILABILITY GUIDELINES HERE](#) prior to searching for a new entity name.

[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	SEBASTIAN COUNTY AQUATICS ASSOCIATION, INC.
Fictitious Names	
Filing #	100045963
Filing Type	Nonprofit Corporation
Filed under Act	Dom Nonprofit Corp; 176 of 1963
Status	Good Standing
Principal Address	PO BOX 3466 FORT SMITH, AR 72913
Reg. Agent	ROY GEAN JR.
Agent Address	511 ROGERS AVE FORT SMITH, AR 72901
Date Filed	08/24/1979
Officers	SEE FILE, Incorporator/Organizer MIKE FARRELL , Principal IAN BULLOCK , Principal TRISH COLEMAN , Treasurer MIKE MARSH , Director ERIN FISHER , Director THERESA HAYWARD , Director AMY MAURER , Director IAN BULLOCK , Director IAN BULLOCK , Director TYSON SIMON , Director JEFF RICE , Director ROY GEAN III, Director
Foreign Name	N/A
Foreign Address	
State of Origin	AR

[Purchase a Certificate of Good Standing for this Entity](#)

[Submit a Nonprofit Annual Report](#)

[Change this Corporation's Address](#)

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LEASE AGREEMENT REGARDING USE OF DIVING WELL POOL AT CREEKMORE PARK

THIS LEASE AGREEMENT MADE AND ENTERED INTO this _____ day of May, 2023, by and between the City of Fort Smith, Arkansas, hereinafter referred to as "CITY," and Sebastian County Aquatics Association, Inc., hereinafter referred to as "Lessee" or "SCAA", for the use of the diving well pool at Creekmore Park during Creekmore Park Pool's non-summer period.

WITNESSETH

WHEREAS, the City is the owner of the Creekmore Park pool which includes a diving well pool. The diving well pool (and associated ingress and egress space with bathroom facilities) is the subject of this Lease, is identified on the attached Exhibit "1" and is sometimes referred to as the "leased premises."

WHEREAS, the parties desire to place in writing the terms of their mutual agreement regarding the responsibilities of the parties with regard to the use of the described real and personal properties owned by Contractor;

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. TERM: This Agreement shall have an initial term of five (5) years. By mutual agreement of the parties expresses in writing, this Lease Agreement may be extended an additional five (5) consecutive years.
2. RENT: SCAA agrees, at its sole expense, to provide and install at the diving well pool an enclosed structure and a pool heater allowing cold weather use of the diving well pool. Based on the capital expenditures for the enclosure and pool heater by SCAA, the City acknowledges that no further rent shall be due during the initial and renewal terms. The enclosure and heater will be removed by SCAA at the end of the lease term, and the enclosure and heater will remain the property of SCAA. SCAA will reasonably restore the leased premises to their prior condition, ordinary wear and tear excepted, and provided, further, all foundation and other permanent fixtures (except the enclosure and pool heater referred to above) necessary for the installation of the enclosure shall, at the end of the lease term, become the property of the City and shall not be removed by SCAA.
3. SCAA AND CITY RESPONSIBILITIES AND DUTIES: SCAA will be responsible, during the lease term, for operating and running the leased premises which will include vacuuming and keeping the pool clean and in compliance with safety, health code and park regulations, applying the necessary chemicals into the pool, keeping the proper chemical balance in the pool, and maintaining and cleaning the bathrooms

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and premises in and around the leased premises. The City will be responsible for all costs of repair of the diving well pool and other pre-existing facilities and SCAA will be responsible for all costs of repair of the enclosure and pool heater installed by SCAA. The parties agree that a separate gas meter will be installed for the diving well pool and SCAA will be responsible for the gas bill for the diving well pool during the lease term only. SCAA will be responsible for the cost of all chemicals for the leased area. All other utilities will be paid for by the City.

4. **SCHEDULING:** SCAA shall have the right to schedule all activities, events and pool usage during the lease term. SCAA will keep the City informed of all events, all activities and all diving well pool usage during the term of the lease. At the request of the City, SCAA will provide advance notice of all scheduled events and usage. At all times the pool is not scheduled for use by SCAA, the City may request from SCAA the right to use the pool after first arranging for payment of heating costs to SCAA. Any such request is deemed denied unless approval is issued in writing executed by an officer of SCAA.
5. **INSPECTIONS AND MAINTENANCE:** At the beginning of the lease term, SCAA will make the diving well pool and the enclosure covering the pool available for City inspection with a representative of SCAA present. The City may inspect the pool and enclosure at any other reasonable time. Any written report of such inspection(s) shall be recorded, retained for reference, and forwarded to both parties as confirmation of the inspection(s). The City has the right of access at all reasonable times for maintenance purposes.
6. **SAFETY:** SCAA shall immediately correct any unsafe practice or condition which comes to its attention or if notified of such by the City. SCAA will keep the diving well pool in compliance with all state and city safety and health codes and will abide by all park regulations.
7. **ENCLOSURE:** SCAA shall be responsible for and shall bear all expenses of installing, maintaining, keeping the enclosure in compliance with all state and city safety regulations, load codes and other reasonable requirements of the City. Any structural changes to the enclosure including the replacement of the current enclosure requires approval of the City of Fort Smith Parks and Recreation Director.
8. **REVENUES:** All revenues derived from the operation, use, activities and events at the diving well pool during the lease term will be the property of SCAA (except for City events in writing approved by SCAA).

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9. **INSURANCE:** SCAA shall maintain liability insurance through USA Swimming which covers and insures all competitive swimmers who are members of the Fort Smith Tiderider swim team during the team's use of the diving well pool. All high school swimmers permitted by SCAA to use the pool shall be insured through their respective schools.

The City shall maintain fire, storm, premises and other casualty insurance on the leased premises and all equipment in amounts determined by the City. The City may insure the enclosure. Any such insurance policy shall designate the City as the named insured under the policy. All insurance proceeds shall be utilized to repair or replace damaged structures, equipment and/or improvements unless a different use for the proceeds is designated, at the City's sole discretion. To the extent it desires insurance, SCAA will insure its own personal properties and may insure the enclosure it owns.

10. **INDEMNITY:** SCAA shall indemnify and hold the City harmless from all claims, liens, actions, and judgments, including reasonable legal fees and costs incurred with reference thereto, arising from the activities of the League under this Lease Agreement.
11. **INDEPENDENT CONTRACTOR:** It is acknowledged and agreed that SCAA is acting as an independent contractor and that no employee, agent or volunteer of SCAA shall be considered an employee or agent of the City.
12. **SIGNS:** SCAA shall not post additional, permanent signs at the pool or improvements thereon, unless prior approval is obtained from the City. SCAA may post temporary signs, banners, and the like to promote special activities and to allow publicity for sponsors of the various activities at the pool.
13. **NONDISCRIMINATION:** SCAA shall conduct activities on a non-discriminatory basis with regard to race, national origin, religion, disability or gender. The provisions of this sub-paragraph shall not prevent SCAA from establishing recreational activities according to the ages and skill level of the participants in the activities.
14. **CLOSURE:** If the governing body of the City does not appropriate sufficient funds to operate the pool as a park facility, this contract is subject to the absolute right of the City to discontinue use of the diving well pool upon three months notice. In such event, SCAA shall have no legal rights pursuant to this lease. SCAA acknowledges that the City has the authority to temporarily or permanently close the pool if the City determines that the conditions require closure or the remediation of such conditions is too costly.
15. **ADDRESSES:** Any notice required or permitted/required to be given pursuant to this Agreement shall be provided to the other party at the address as indicated:

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City of Fort Smith
Parks and Recreation Director
3301 South M Street
Fort Smith, AR 72903

SCAA, President
PO Box 3466
Fort Smith, AR 72913

16. **DISAGREEMENTS OR BREACH:** Either party to this Agreement may provide notice, in writing, to the other party at the address indicated in the preceding paragraph number 15. of any disagreement or breach.
- a. **Notice and Response:** The notice shall specify the nature of the alleged violation and its corresponding provision in this Agreement. Within seven (7) days, the other party shall respond in writing regarding the alleged violation of the Agreement. If the alleged violation has been cured, the response shall so note. If, after the exchange of notice of violation and response, either party considers the issue to be unresolved, that party shall notify the other of the date, time and place of a meeting (to be held within the City of Fort Smith no sooner than seven (7) days nor later than fourteen (14) days from the date of said notice of meeting at which representatives of the parties shall discuss the alleged violation and the response thereto.
 - b. **Termination:** In the event the meeting of the parties pursuant to the procedures in sub-paragraph 16.01 above does not resolve the alleged violation, the City reserves the right to terminate the Agreement after ten (10) days written notice to SCAA. Said ten (10) day notice period shall run from receipt of the notice by SCAA evidenced by a signed receipt of certified mailing or by hand delivery by the City to an officer of SCAA. Either party may pursue any available judicial remedy.
 - c. **Hazards:** Irrespective of the Notice and Response provision, in the event the City determines that any condition at the diving well pool constitutes an imminent health hazard to any member of the public, the City shall have the right to take immediate action to correct such condition. In such event, the City shall notify a representative of SCAA by telephone, facsimile or other method deemed to provide expedient notice to SCAA. Expenses associated with curative action shall be borne by the party responsible for maintenance that would have prevented such condition under this Agreement. If SCAA does not subsequently agree to pay the expense of any curative action so charged, the City has the right under this Agreement to petition a court of competent jurisdiction to declare the rights of the parties an, if it is declared that the expense was the obligation of SCAA under this Agreement, SCAA shall immediately pay the expense to the City after exhausting judicial remedies regarding that issue. Any failure of SCAA to comply with the provisions of this sub-paragraph shall be a basis for the City, in its sole discretion, to terminate

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this Agreement after ten (10) days written notice delivered as indicated in 16(b) above.

- d. Right of Entry: Should SCAA fail, after thirty (30) days notice from the City of the need to perform its required routine obligations under the lease, the City in addition to all other available remedies may, but shall not be obligated to, exercise its Right of Entry and perform SCAA's failed obligations, using any equipment or materials on the premises suitable for such purposes. SCAA shall reimburse the City on demand for its costs in performing SCAA's obligations. In addition, the City shall have the right to step in and perform SCAA's obligations under this contract while any litigation is pending.

17. DEFINITIONS: References to actions or notices to or from the City in this Agreement shall be construed to refer to the City Administrator and his authorized representatives. Any authorization or permission required or authorized under this Agreement shall be valid only if issued in writing by the City Administrator or his authorized representative. Renewal is subject to approval of the governing body of the City.

18. BINDING EFFECT: This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective agents, servants, legal representative, heirs and assigns, except as expressly limited otherwise herein.

IN WITNESS WHEREOF the parties have hereunto set their hands this ____ day May, 2023.

CITY OF FORT SMITH, ARKANSAS

MAYOR

ATTEST:

By: _____
CITY CLERK

SEBASTIAN COUNTY AQUATICS
ASSOCIATION, INC.

By:



City of Fort Smith Memorandum
Parks & Recreation

TO: Parks and Recreation Commission
FROM: Parks Staff
DATE: May 5, 2023
SUBJECT: Kayak Share Program at Carol Ann Cross Park

Rent.Fun contacted the City regarding an opportunity for a self-service kayak rental program. Rent.Fun is a “sister” company to Tandem Mobility who currently operates the bike share program in the city. The kayak program offered by Rent.Fun operates in the same manner, using the same phone application, as the bike share program. After discussing the program with Rent.Fun, we agree Carol Ann Cross Park would be a suitable location if the City were to pursue this program. This would be the ideal time to launch this program, as there are several improvements being completed at the park.

The attached packet provides a general overview of the program. A few key items to note are listed below:

- There is a one-time cost of \$18,000, which is for a period of five-years.
- The lockers are available in 4, 8, or 12 units. In discussing with Rent.Fun, most cities start with a four-unit locker. We do have the option to expand the locker if demand warrants such.
- Each individual unit includes a single-user kayak, paddle, and lifejacket.
- All repair, replacement, and maintenance is performed by a local contractor paid for and managed by Rent.Fun.
- The City will receive 50% of all revenues received from the kayak share program.
- The rental price can be set by the City. Rent.Fun recommends a rental fee of \$25 for two hours with a season pass available for \$75, which includes unlimited two-hour rentals for an individual and a friend.
- Rent.Fun partners with local organizations to offer promo codes (discounted and/or free) for events to help encourage citizens to get outdoors and be active.

We request the Parks Commission to review, discuss, and make a recommendation regarding the kayak share program.

attachment

RENT!FUN



Self-Service Kayak Rental Proposal

2022-08-01

This proposal is valid for 60 days.



Cover Letter

Dear colleague,

Rent.Fun, a Movatic company, is excited to submit our proposal for the region's first-ever self-service kayak rental program.

Like most parks and rec enthusiasts, we believe that there is no better feeling than launching a kayak at sunset.

But buying your own boat is expensive! And lugging it to the park is a pain.

With rent.fun's self-service kayak rental program, your community can click a button on their smart phone and rent a kayak at the waters edge.

No lines. No paper forms. No reservations.

And unlike traditional operators, we're open for business 7 days a week, sun-up to sun down, all season long.

From assisting users with technical issues, to repairing and replacement equipment - we handle all the logistics so you don't have to lift a finger.

Welcome to the new age of recreational rentals.

We'd be honored to partner with you!

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Greenstein".



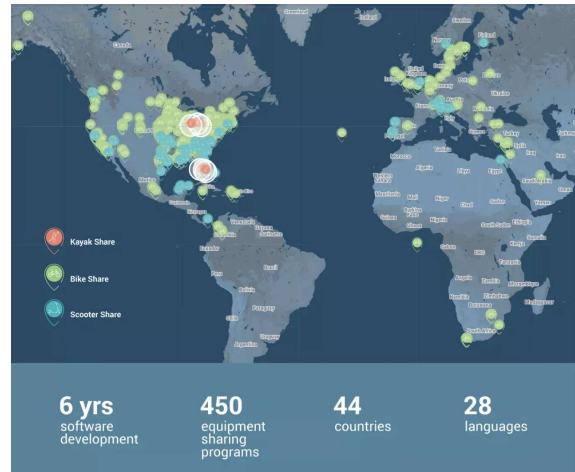
Adam Greenstein, JD/MBA
CEO & Chief Fun Officer
617.686.0667
adam@rent.fun

Our Story

With nearly a decade of experience powering self-service equipment rental programs, we have a deep understanding of how to deploy software and hardware to create equipment sharing programs that make usage more convenient, affordable, and environmentally-friendly than traditional rental models.

Equipment Sharing Pioneer.

In 2012, we began developing software-connected “smart locks” that could transform a fleet of standard bicycles into a fully functional bike sharing program. Through our parent company, that technology has been licensed to over 450 bike and scooter sharing systems across 44 countries, processing over 3000 equipment rentals every day.



Operational Excellence.

More than just technology, we've honed our operational skills through our first subsidiary - Tandem-Mobility (tandem-mobility.com) -- a bike share operations company that has launched and operated 18 municipal bike share programs over the past 24 months.



Continuous Innovation. In 2019, we started experimenting with a new app-based rental program - “kayak share.” Since then, we've perfected our proprietary “smart lockers” and are expanding our kayak share network to include 20 locations across 10 states in Spring 2022. We plan to expand contactless rentals to other forms of recreational equipment - such as lawn games, pickle ball paddles and tennis rockets - in Fall 2022.





How Self-Service Kayak Rentals Work

Kayaks, lifejackets, and paddles are stored in solar-powered “smart lockers” and secured with app-controlled locks.

To rent and access equipment, users just download the rent.fun app, add payment information and sign the digital waiver, and then unlock and rent by scanning a QR code on the smart locker.

In-app tutorials provide water safety instructions and kayaking tips for beginners.

After a paddle on the water, the user returns the items to the same locker where they got it. The rental automatically ends and the user’s credit card is charged for the duration of their rental.



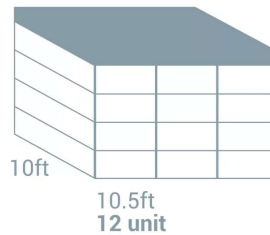
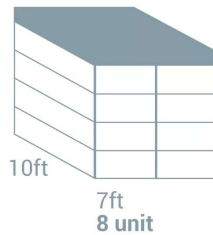


The Smart Locker

The First Kayak Locker controlled via Smart Phone:



Size Options





Example Installations

We can install on any service. A concrete pad is not required.



The Software

The Mobile App

Everything that a user needs to rent their favorite equipment - without needing to make reservations, wait in line, or fill out paper forms.

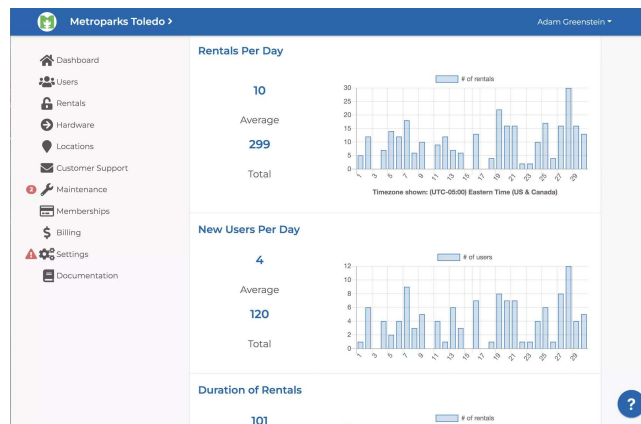


- Rental Instructions and Safety Tips
- Scan QR Code to Lock & Unlock Equipment
- Start & End Rentals
- Accepts Credit Card, Debit Card
- Communicate with Customer Support
- Sign Electronic Waivers
- Get your receipts sent via email
- View Available Units

The Admin Dashboard

Everything that a park system needs to manage and track the performance of their program.

- Utilization Data
- Revenue Reports
- Customizable Hours of Operation
- Track Maintenance Tickets.



Operations

Install

Upon contact execution, we will consult with you to identify the ideal water-front location to install your kayak rental station. We do not need a concrete pad or access to the electrical grid, any flat surface (gravel, dirt, grass, etc.) will do. Within 30 to 90 days, our Launch Manager will arrive by truck to deliver and install the station at the designated location, with the assistance of our local Field Technician (see below). Install will be completed within 1-2 days of arrival.

Ongoing Maintenance

30 days before launch, our team begins recruiting for a part-time Field Technician, local to your community. The Field Technician will assist with install and will be responsible for ongoing maintenance. During the install process, our Launch Manager will train our local Field Technician on all aspects of the equipment and technology.

Once the station is activated, our local Field Technician will conduct Preventive Maintenance Checks weekly or bi-weekly depending on the operational needs of the program. All tasks are logged digitally and to ensure compliance with our standard operating procedures and contractual requirements. In the event that equipment is damaged or goes missing, we will replace such items at no cost to the City. All field technicians are provided with safety stock of equipment (stored locally) to ensure prompt replacement of equipment.

Preventative Maintenance Checklist	
<p>(1) Kayaks</p> <ul style="list-style-type: none"> <input type="checkbox"/> Remove the kayak from each locker unit. <input type="checkbox"/> Inspect the Rigging - Make sure the handles, perimeter lines and bungees and seats are all in good shape. <input type="checkbox"/> Inspect Bottom - Flip kayak over and look for damage, holes, scratches or gouges. <input type="checkbox"/> Clean - Wipe exterior and interior seats with water and/or disinfecting wipes. 	<p>(2) Lifejackets</p> <ul style="list-style-type: none"> <input type="checkbox"/> Remove each lifejacket from each locker unit. <input type="checkbox"/> Check that all hardware and straps are firmly attached and are in working order. <input type="checkbox"/> Check for leaks, mildew, lumpy or hardened buoyancy material, and oil saturation in the fabric. <input type="checkbox"/> Make sure that there are no rips or tears in the fabric. <input type="checkbox"/> Make sure that the label stating USCG approval is attached, and that it is readable. <input type="checkbox"/> Discard and replace life jackets that show signs of deterioration - tears, mildew stains,
<p>(3) Paddles</p> <ul style="list-style-type: none"> <input type="checkbox"/> Remove each paddle from each unit. <input type="checkbox"/> Rinse with clean, fresh water; be sure to rinse the ferrule as well. <input type="checkbox"/> Examine the internal parts of the shaft to make sure they are clear of water and debris. 	<p>(4) Locker and Locker Door</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lock and unlock each lock and check battery levels. <input type="checkbox"/> Open and close each locker door, inspect hinge, check for proper functioning - make any necessary repairs. <input type="checkbox"/> Check that all signage is present and properly displayed. Signs should be straight, clean, and undamaged.



Marketing

Through Rent.Fun's full-service offering, we will invest heavily in marketing and community engagement to drive utilization of the program and increase awareness of your parks and public spaces.

Custom Website

We develop and promote a custom website for every program that we launch, which informs users of pricing information, rental instructions, and launch locations.

Local Partnerships

Through partnerships with local hotels, businesses, and nonprofits, we create a network of program ambassadors who promote the program and the park to their constituents. We arm these groups with digital and printed content and promo codes that promote the program and the parks.

Launch Events & Local Press

We recommend holding a joint City / Rent.Fun launch event and ribbon cutting ceremony to celebrate the program's launch. We will invite local and regional news outlets to attend the event and cover the story to general local press.

Digital Marketing

Pre- and post-launch we will invest in geo-targeted google ad words and social media ads to drive rent.fun app downloads and utilization of kayak rental stations. Our objective? When someone searches "kayak rental" or similar terms in your area, rent.fun rental stations will be the first result that they see.



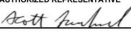
Risk Management

Liability

All users must sign a digital waiver in app prior to rentals, under which they assume all risk associated with use of rent.fun equipment. In addition, per the terms of the agreement between Rent.Fun and our public agency partners, we take on all liability associated with the program and agree to indemnify and hold harmless our public agency partners.

Insurance

We will add our government agency partners as additionally insured under our policy, which includes \$1m of General Liability Coverage, \$5m aggregate.

ACORD		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)	
						10/15/2021	
<p>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.</p> <p>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).</p>							
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Rachel Bailey PHONE (A/C, No. Ext): 877-783-1161 FAX (A/C, No.): 800-363-3694 E-MAIL: OandG@kandkinsurance.com ADDRESS: PRODUCER: CUSTOMER ID:					
INSURED Rent Fun LLC 201 S. Division St., Suite 400 Ann Arbor, MI 48104 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 23787			
COVERAGES		CERTIFICATE NUMBER: W02039423		REVISION NUMBER:			
<p>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.</p>							
INSUR LTR	TYPE OF INSURANCE	ADOC	SUBMT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OTHER			6BRPA0000031575200	10/15/2021 3:33 PM EDT	10/15/2022 12:01 AM	EACH OCCURRENCE \$1,000,000 TRAILER TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/POP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS WORKERS COMP SINGLE LIMT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> PROD. <input type="checkbox"/> LOC <input type="checkbox"/> SUBJECT <input type="checkbox"/> MEMBER <input checked="" type="checkbox"/> OTHER							
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII							
UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							
MEDICAL PAYMENTS FOR PARTICIPANTS <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT <input type="checkbox"/> PRIMARY MEDICAL <input type="checkbox"/> EXCESS MEDICAL							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Kayak/Canoe/Raft/Tube/Paddle & Surf Board Rental Operations Class I, II, III rivers, flatwater (non-guided/guided)							
CERTIFICATE HOLDER				CANCELLATION			
Evidence of Coverage				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 			
Coverage is only extended to U.S. events and activities. ** NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas							
ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD							



Costs & Revenue Share

5-year partnership

Rent.Fun will maintain ownership of the equipment and will be responsible for all ongoing program costs and logistics. We start with a 4-unit rack and then we expand to 8-unit or 12-unit based on program demand. Expansion comes as no cost to you.

5 year agreement	Price
One time Activation Fee Includes installation and activation of smart locker - fully equipped with kayaks / paddleboards / lifejackets / paddle; locker signage.	\$18,000 Paid upfront prior to launch;
5-year Services Agreement Guarantees that you'll have the service for 5 years. After that, you can renew annually at no cost.	No cost
Rental Fees You can choose to charge Market Rate Rental Fees (e.g. \$20 per hour), or a Nominal Rental Fee (e.g. \$5 per hour).	
Revenue Share For Market Rate Rental Fees, City shall receive 50% of the rental revenue generated during the Term.	

Customer is responsible for:

- help with marketing the program

Rent.Fun is responsible for:

- delivery, installation, maintenance
- on site signage
- providing end users with technical support
- mobile app
- utilization reporting
- maintenance and replacement of equipment
- collecting and processing rental revenue and refunds
- insurance and liability coverage



SAMPLE SERVICES AGREEMENT

This Services Agreement (this "Agreement"), effective as of _____, 2022 (the "Effective Date"), is entered into by and between Rent.fun, LLC, a Michigan limited liability company ("Operator") and _____ ("City"). Now, therefore, in consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, City and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations
Schedule B – Term & Premises
Schedule C – City Obligations

1. Purpose. Operator operates recreational equipment sharing programs that utilize recreational equipment, physical storage and blue-tooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the "Rental Station Services"). City now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the City's parks, recreation, and open space areas (the "Premises") on the terms and conditions set forth herein.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in Schedule B, unless terminated earlier in accordance with the terms of this Agreement.

3. Compensation for Services, Payment. City shall pay Operator an Activation Fee as set forth in Schedule C.

4. Exclusive License. City hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that City's Premises have varying rules and regulations depending on the location and will comply with said rules and regulations. During the Term of this Agreement, City agrees that Operator shall be the only self-service recreational equipment rental operator with the right to use the Premises.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if City no longer owns or no longer has the right to license the Premises as specified herein this Agreement. In advance of any change in ownership of the Premises, City will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership and use commercially reasonable efforts to get the new owner of the Premises to sign an agreement substantially similar to this Agreement with Operator (if this Agreement is not transferred as part of such change in ownership.) Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on City's Premises within thirty (30) days.

6. DISCLAIMER. To the maximum extent permitted by law, except as otherwise set forth in this Agreement, neither party makes any representations or warranties to the other, including with respect to its products and services or the subject matter of this agreement, and each party hereby disclaims any express, implied or statutory warranties, including the implied warranties of fitness for a particular purpose, title, merchantability, and non-infringement.

7. Liability for Loss; Indemnity. City shall not be liable for any injury or damages to persons or property sustained by the Operator or by other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the City harmless against any and all third party claims, damages, and lawsuits

asserted against City arising out of this Agreement alleging (a) Operator's negligence or willful misconduct in providing the Rental Station Services; and/or (b) Operator was grossly negligent or committed an intentional act that caused injury to a person or damage to property arising out of this Agreement. Operator shall indemnify and hold City harmless from and against all damages finally awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. Liability for Loss; Indemnity. City shall not be liable for any injury or damages to persons or property sustained by the Operator or by other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the City harmless against any and all third party claims, damages, and lawsuits asserted against City arising out of this Agreement alleging (a) Operator's negligence or willful misconduct in providing the Rental Station Services; and/or (b) Operator was grossly negligent or committed an intentional act that caused injury to a person or damage to property arising out of this Agreement. Operator shall indemnify and hold City harmless from and against all damages finally awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

9. Insurance. The Operator shall, throughout the term of this Agreement, at its own cost and expense procure and maintain public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 for bodily injury and death. Such policy of insurance shall name the City as an insured or additional insured, as its interest may appear, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the City. Such policy shall contain an endorsement waiving all rights of subrogation, if any, against the City. The Operator shall provide the City with a copy of such prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the City.

10. Compliance with Law and Policy. Operator agrees to provide the Rental Station Services in accordance with all City policies, regulations, rules, and practices and with all applicable municipal, state, and federal laws, including but not limited to fire codes.

11. Subcontractors. The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

12. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, City and Operator are independent contractors under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without City's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this agreement, then the non-breaching party may seek any remedy available at law or in equity.

13. Independent Contractor. Operator is an independent contractor and neither the Operator nor its officers, employees and/or agents shall be deemed the City's agent, representative or employee. This Agreement does not create an employee/employer relationship, a partnership, joint venture or any other type of legal relationship between the City and the Operator.



SCHEDULE A: Station Services and Obligations

1. EQUIPMENT & INITIAL LAUNCH: Operator will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- 4 sit-on-top kayaks / SUPs, with associated paddles and lifejackets
- Each craft offered for rent shall be furnished with all items of safety equipment specified by state laws governing the use and operation of watercraft on state water; and
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or SUP and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

2. EXPANSION. At Operator's discretion, and upon the written approval of City, Operator shall have the right to expand the Kayak Rental Station Services at Premises to include a total of eight (8) or twelve (12) kayaks and / or SUPs, based on demand observed after initial launch.

3. SIGNAGE. Operator may choose to provide signage at the Premises. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for City's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

4. CUSTOMER SUPPORT: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

5. MARKETING: Operator shall develop and deliver to City a custom website designed to market the Rental Station Services prior to launch.

6. MAINTENANCE: Operator maintenance personnel will visit the Premises to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

SCHEDULE B: Term and Revenue Share

1. TERM: The Term shall commence on the Effective Date and shall continue for a period of 5 years, unless earlier terminated in accordance with the provisions of this Agreement ("Initial Term").

2. REVENUE SHARE: City shall receive 50% of the gross rental revenue received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repairs that are required during the Term. Non-standard repairs shall include: (a) moving the locker to a new City-managed location, on written request of City; (b) replacement of locker or parts thereof due to vandalism, natural disasters, or other outside forces unrelated to Operators or its Rental Station Services.

SCHEDULE C: City Obligations

1. MARKETING. City will use reasonable efforts to promote the Rental Stations Services to the public, which shall include linking to the program website from the City's web properties and social media accounts.

2. COMPENSATION. City shall pay Operator the following fees:

- Activation Fee: \$16,000.

3. PAYMENT. An invoice shall be sent following execution of this Agreement, with payment terms of net 30 days.

AGREED AND ACCEPTED
Operator: Rent.fun, LLC
By: _____
Name: _____
Title: _____
Date: _____
City _____
By: _____
Name: _____
Title: _____
Date: _____

 **Memorandum**

TO: Parks and Recreation Commission
FROM: Parks Staff
DATE: May 5, 2023
SUBJECT: Conceptual Plan for Potential Purchase of former Acme Brick Yard.

Michael Mings, the City's Mobility Coordinator, will be present to provide a brief overview of a conceptual plan for the former Acme Brick Yard if the City were to purchase the property.

attachment

Brick Yard Park
Fort Smith Parks Commission Proposal
May 10, 2023

Overview

For many years, the city of Fort Smith, AR was renowned as a brick manufacturer. The rich clay deposits found in Fort Smith would become the bricks that built up the community from which they came. The homes, businesses, and public spaces in Fort Smith came to life because of what came from the ground. 70 miles of brick roads in the city once paved the way for Fort Smith to grow and thrive. Many of these brick buildings and roads are still serving the community today, a testimony to the strength and quality of the bricks made in Fort Smith.



Figure 1. Workers use a tractor to haul materials at Burke Brothers brick plant along Old Greenwood Road circa 1906. Acme Brick purchased Burke in 1910.

After more than a century of productive mining, the Old Greenwood quarry has produced its last bricks. Though the clay deposits may be gone, the land is far from being exhausted of its usefulness. After a season of fallow rest, we believe it is time for the land to awaken to a new use. The clay and the labor that generously gave itself for Fort Smith's prosperity should be remembered and honored. That is why we propose the former quarry be purchased and repurposed as a public park: the Brick Yard Park.



Figure 2. Fort Smith stamped bricks in downtown, Fort Smith.



Figure 3. Fort Smith resident Tom Hanna stepping into the entrance of the 68-acre western parcel of the former brick quarry.

The Property



Western Parcel, Former Quarry (<https://www.crexi.com/properties/762564/arkansas-acme-brick-63-ac-residential>)



Eastern Parcel 1, Commercial (<https://www.crexi.com/properties/762567/arkansas-acme-brick-8-ac-commercial>)



Eastern Parcel 2, Residential (<https://www.crexi.com/properties/762570/arkansas-acme-27-ac---residential>)

Current Listed Property Value

Western Parcel, former Quarry

Acreage: 63 acres
Cost per square foot: \$.50
Total Cost, Tract 1: \$1,372,140

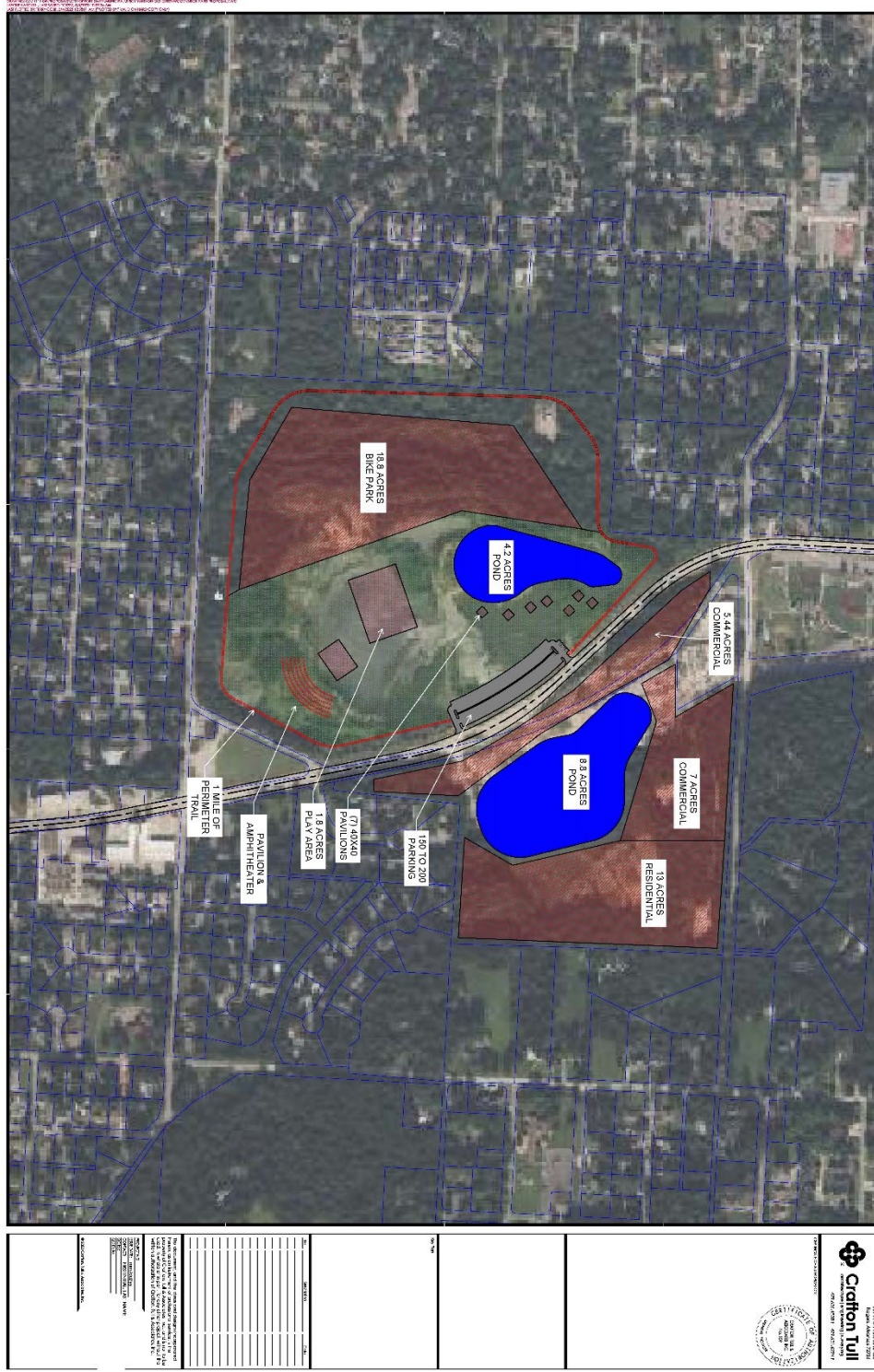
Eastern Parcel 1, Commercial

Acreage: 8
Cost per square foot: \$3.50
Tract 2 Total Cost: \$1,219,680

Eastern Parcel 2, Residential

Acreage: 28
Cost per square foot: \$.50
Tract 3 Total Cost: \$609,840

Conceptual Park Layout, Courtesy of Crafton Tull



<p>PROJECT INFORMATION</p> <p>PROJECT NAME: [REDACTED]</p> <p>CLIENT: [REDACTED]</p> <p>LOCATION: [REDACTED]</p> <p>DATE: [REDACTED]</p>	<p>SCALE</p> <p>1" = 100'</p>	<p>LEGEND</p> <p>[REDACTED]</p>	<p>NOTES</p> <p>[REDACTED]</p>	<p>APPROVALS</p> <p>[REDACTED]</p>	<p>SEAL</p> <p>Professional Engineer Seal</p>	<p>Logo</p> <p>Crafton Tull</p> <p>1721 PLYMOUTH BLVD. N.W.</p> <p>ALPHARETTA, GA 30201</p> <p>PH: 770.774.8800</p> <p>WWW.CRAFTONTULL.COM</p>
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Park Concept

Each parcel of the ACME Brick property lends itself to certain uses based off characteristics such as geographical location, topography, zoning, land composition, and the riparian zone created by the May Branch Creek. Through a careful consideration of these factors, this document seeks to provide a list of initial recommendations for the Brick Yard Park's features. It is good to note here that building a public park should not be done without extensive community engagement. With that, we simply offer these suggestions while holding them with open hands until public input is generated and the best use of the land is determined.

Mountain Biking Trails

The topography of the western parcel of the ACME Brick property makes it ideal for progressive-style mountain biking trails. While a property with over a century of excavation work may not be ideal for a majority of developers, the City of Fort Smith can leverage the elevation changes of the quarry for recreational purposes. With biking recently being adopted as the state sport of Arkansas, and with the growing demand for biking trails, we suggest that mountain biking trails be the primary recreational emphasis at the Brick Yard Park. Features of these trails could include the following:

- Using brick pavers on berms and trail access points to add character and create a theme that pays homage to the quarry's former use.
- Progressive trails using colors to signify their difficulty: a white circle is easiest, a green circle is easy, a blue square is more difficult, and a black diamond is very difficult.
- Blending art with outdoor recreation. As the Unexpected has established a highly acclaimed arts scene in Fort Smith, the Brick Yard Park should use art to create beauty and an aesthetic draw.



Figure 4. Trail markers with designated difficulties can help riders to have a better experience. Riders can manage risks, reduce their injuries, and challenge themselves with a step-by-step progression.



Figure 5. The Rail Yard Bike Park in Rogers, AR has done a tremendous job of leveraging a particular theme. They have also used art to create intrigue and aesthetic.

Multi-Use Trails

While it is proposed that mountain biking be the primary recreational emphasis, it is important for the Brick Yard Park to have something to offer everyone in our community. Similar to Creekmore Park with its popular multi-use trail circling the park's perimeter, we suggest the Brick Yard Park have a designated multi-use trail for walking, jogging, and bike riding at slow speeds.

Water Detention Pond

May Branch Creek runs along the eastern parcels of the ACME Brick property and collects the storm water runoff of several neighborhoods in the area. Often, May Branch Creek creates flooding in homes on the north side of town. City engineers have determined that building a detention pond at the ACME Brick property could significantly reduce the risk of flooding caused by May Branch Creek.

Here, a great opportunity exists as water features such as detention ponds can create ideal settings for outdoor recreation. Similar to the section of the Ronnie Udouj Walking Trail that circles the Sunnymede detention pond, a multi-use trail should complement the proposed detention pond. Creating a functional public amenity will allow the City of Fort Smith to make the most of the land we work to steward.

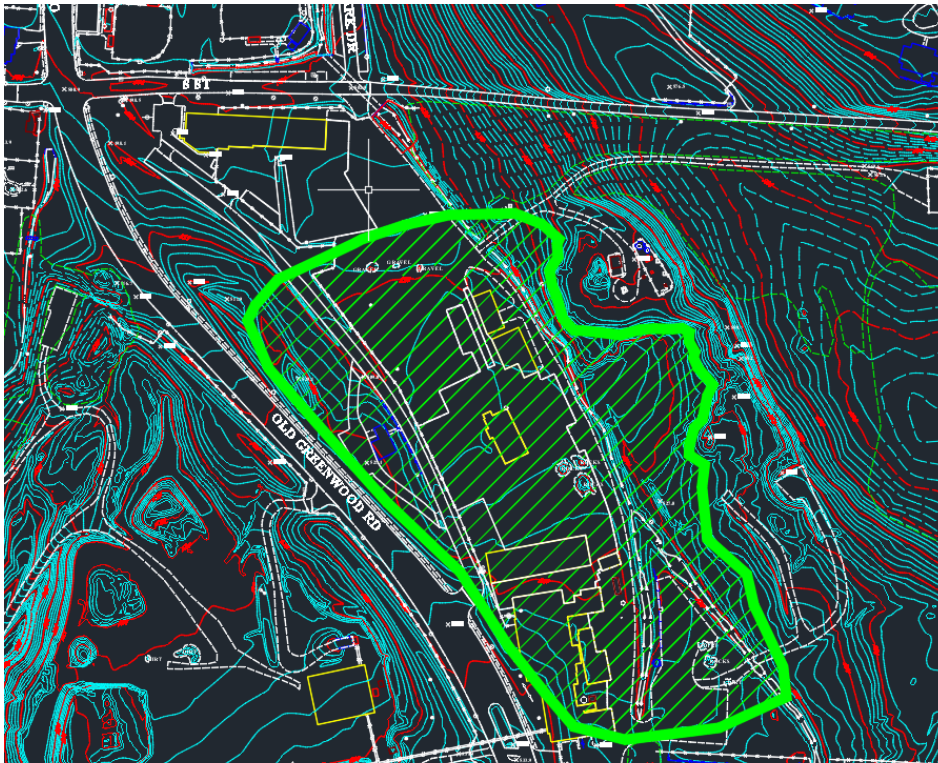


Figure 6. Aerial view of the proposed detention pond drafted by city engineers.

Collection Areas & Community Spaces

South S Street, directly north of the ACME Brick property, is a street carrying historical significance in our community. Formerly, the street marked the boundary of a redline district, an area that prohibited real estate sales to minorities and furthered systemic segregation. As we reckon with the moral shortcomings of our city's history, we can actively seek redemptive opportunities that help to heal the community from past harms. We believe the Brick Yard Park can serve as a space that brings people together in an area that once acted as a dividing line in our community.

We propose that the park offer multiple gathering spaces for parties, concerts, outdoor learning, and communal interactions. Trailheads can also be used as a spot to meet and rest.



Figure 7. Osage Park Pavilion in Bentonville, AR displays a modern architectural design. Many places in Northwest Arkansas use wood, steel, and concrete to show a uniform design pattern across the region. The structures of the Brick Yard Park should capture the spirit of the community, perhaps through a modern expression of downtown Fort Smith.

High Accessibility

With the ACME property being located in midtown Fort Smith, there are a number of neighborhoods close by. Granting each neighborhood direct access to the park will make the park more inviting as residents will be able to enter the park from whichever direction they choose. Two entrances already exist on Old Greenwood Road, which would be ideal for car parking. With car parking available on the east side of the park, we propose walk-in entries from the north, the west, and the south. By providing easy access to the park for all the surrounding neighborhoods, we believe Fort Smith residents will embrace the Brick Yard Park with a high degree of ownership; entrances from all sides communicates that the park welcomes all people, no matter what side of Fort Smith they come from.

The Conveyor

One of the most unique features of the ACME Brick was the conveyor belt that stretched across Old Greenwood Road from the quarry to the kiln. Recently, that conveyor belt was removed. We propose building a pedestrian bridge called “The Conveyor” that connects the west parcel to the east parcel. The pedestrian bridge would allow people to cross Old Greenwood Road (a busy arterial road) safely. Not only would The Conveyor help to build the character and appeal of the Brick Yard Park, but it would also create a sense of connectedness between the western parcel and the eastern parcels with their commercial and residential development. The Conveyor could serve as a symbol for a vibrant and connected community.



Figure 8. This pedestrian bridge in Irvine, CA offers safe passage over a highway for pedestrians. The bridge serves as a vital link to the city's trail network. Successfully linking the west parcel and the east parcel of the ACME Brick will be vital.

Mixed-Use Development

While the focus of this document has been primarily on the west parcel of the ACME property, the east parcel is just as important. We propose that the City of Fort Smith Planning Department strategically zone the east parcel for mixed-use development, thus laying the framework for a space where people can truly live, work, and play. A new urbanist style of development can help to maximize the value of the land. Around the nation, walkable areas are seeing the highest increases in property value. Mixed-use development can bring a high quality of life for Fort Smith residents, where an ideal blend of urban living and outdoor recreation makes for an attractive lifestyle.



Figure 9. Mixed-use development helps cities to make the most value of their land, which is a limited resource. Mixed-use, medium-density development also creates walkable cities, where neither sustainability nor convenience are sacrificed. This mixed-use building in Naperville, Illinois is a part of the Water Street District. Residents and tourists alike are drawn to this space.

Community Impact

Fort Smith has a once in a generation opportunity to invest in a public amenity. The Brick Yard Park, with its surrounding commercial and residential developments, will strengthen the economic integrity of the heart of the city, while also building a shared communal space that bridges social, economic and racial divides in Fort Smith.

Just as the Brick Yard Park would be located equidistant from Northside High School and Southside High School, this signifies “meeting in the middle” for the enjoyment of all. The boundaries of the park would exist at a convergent focal point that interconnects historical, cultural, and economic aspects of the city including:

- The boundary between Northside & Southside School Districts
- The boundary between Ramsey & Darby School Districts
- The boundary between Ballman Elementary & Fairview Elementary
- The boundary between Ward 1 & Ward 4

It is not an exaggeration to state that the benefits of this public investment could be a major component of the future trajectory of Fort Smith. The exponential pace of Northwest Arkansas' growth over the course of the last three decades has created concerns for Fort Smith's potential as a continually viable and thriving metropolitan region. This park could serve as a rally cry to build civic pride, to change the city's narrative, and to propel Fort Smith forward to a brighter future. Fort Smith must now both redefine itself while drawing on aspects of our long-standing rich historical heritage.

While the development of Chaffee Crossing, the opening of the U.S. Marshals Museum, and the expansion of the Ebbing Air National Guard operations provide great energy for hope, investment at the city's center will prove crucial in ensuring the overall health of the city.

Other positive contributions of the Brick Yard Park include:

- Increasing pedestrian and bicycle mobility through the center of the city northwest into downtown & north along the proposed May Branch trail.
- An emphasis on environmental stewardship that restores the city's bird sanctuary and tree canopy designation that has been in steady decline.
- Spurring private investment for the development of a people-oriented medium-density commercial/residential area connected to prime greenspace.
- Creating a public 'anchor investment' amenity that is both desirable and defining in scope, comparable in success to other projects in development within Northwest Arkansas but unique to Fort Smith.
- Attracting reinvestment in Fort Smith's historic, affordable, pedestrian/bike friendly mid 20th century 'Midtown' neighborhoods and surrounding commercial zones.
- Creating a progressive framework of initiative that will retain and cater to innovative business entities and attract a workforce that values quality of place.
- Interconnecting public and commercial spaces with proper forethought and ingenuity within a framework of positive and sustainable civic growth.

Funding

We believe that a creative funding strategy can be implemented to purchase the ACME Brick property and construct the Brick Yard Park. We suggest the City of Fort Smith Board of Directors explore the feasibility of the following funding sources:

- The City of Fort Smith Parks and Recreation Capital Improvements Tax
- The City of Fort Smith Capital Improvements Tax for Streets, Drainage, and Bridges
- The City of Fort Smith's General Fund

Grants are also an important resource for public developments. The following grants should be explored as funding sources for the Brick Yard Park:

- The Outdoor Recreation Legacy Partnership Program
- The Outdoor Recreation Matching Grant from the Arkansas Department of Parks, Heritage, and Tourism
- The Transportation Alternatives Program from the Arkansas Department of Transportation
- The Recreational Trails Program from the Arkansas Department of Transportation

A project of this magnitude will also require private investments from local businesses and philanthropies.

Suggested Next Steps

- Analyze results of the Environmental Study provided by WAPDD. If the results are favorable, move to the next step.
- Purchase the former ACME Brick site and designate it as a park.
- Hire a consultant to develop a master plan.
- Seek to generate public support and input through extensive community engagement.
- Work with engineers, architects, and trail builders to complete the park in its final design.
- Raise funds for construction.
- Build the park.
- Enjoy the park!