

AGENDA
FORT SMITH BOARD OF DIRECTORS
STUDY SESSION
APRIL 12, 2005 - 12:00 NOON
FORT SMITH UTILITIES BUILDING
KELLEY HIGHWAY

1. Discuss land acquisition process for city projects
2. Review proposed amendment to employee salary ordinance regarding bilingual requirements and incentive pay
3. Review preliminary agenda for the April 19, 2005 regular meeting



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MEMORANDUM

April 8, 2005

TO: Bill Harding, City Administrator

FROM: Ray Gosack, Deputy City Administrator

SUBJECT: Property Acquisition Process

The board of directors recently expressed some concern about the city's process for acquiring property interests for public projects. Concerns have been about the time and expense of preparing small acquisitions for board approval and the contacts with property owners.

The staff has examined our property acquisition process from top to bottom. Attached are recommendations for streamlining the process, making it friendlier for affected property owners, and continuing to be consistent and equitable with all property owners. We also need to balance these needs with wise expenditure of the public funds that pay for acquisitions.

The city acquires property interests for a variety of reasons such as roadway projects, drainage improvements, water and sewer line projects, and public building projects. Property interests may be acquired in any of the following forms depending on the project.

- ▶ **Fee or full ownership.** This is usually done for roadway or building projects where the city needs full control of the land.
- ▶ **Easement** such as for a utility line, drainage work, property access or watershed protection. The property owner retains ownership of the land; typically the city and franchised utility companies have the right to use the easement area for allowable purposes.

- ▶ **Temporary construction easement.** The temporary easement expires when the construction work is completed. TCE's are usually needed to give the contractor sufficient work space during construction.

Some projects (particularly roadway projects) may involve acquisition of all 3 types of property interests from a tract. A summary of our current acquisition process is attached.

As we consider the property acquisition process, it's important to keep in mind that there's a relationship between the project schedule and working with property owners. Construction contracts can't be awarded until the city has control of all needed property interests. There's times when the property acquisition process takes longer than expected. This means the construction start date is delayed. If it's more important to adhere to the targeted construction start date, then property acquisitions will have to occur within the amount of time originally allowed for acquisitions. This can negatively affect the city's dealings with property owners. Although it's not desirable to delay a start date, it may give sufficient time to work more closely with affected property owners.

Following the board's consideration of the attached recommendations, the city attorney will prepare an ordinance to implement the desired changes. The recommended dollar limits can be changed based on the board's comfort level.

If there's any questions or a need for more information, please call or e-mail me.



Attachments

CURRENT PROPERTY ACQUISITION PROCESS

1. City prepares conceptual plans for the project and presents at public meeting or makes direct contact with property owners. Approximate property impacts are identified. Affected property owners are sent notice of the public meeting and provided with name and phone # of a staff contact. For smaller projects with only a few properties affected, the staff makes direct contact with the property owners in lieu of a public meeting.
2. Staff offers to meet with property owners to discuss impacts, anticipated property acquisition needs, and consider adjustments to project design to accommodate any concerns.
3. Project design is completed. When design nears completion, property acquisition needs are finalized.
4. A professional appraiser determines value of acquisition.
5. Board authorizes staff to extend offer to owner for appraised value. City attorney or staff member sends offer letter to property owner.
6. Owner responds to offer. If settled, closing work begins.
 - If settled for appraised value, no further board action needed. Owner is paid the appraised value at closing.
 - If settled for an amount higher than the appraised value, board approval is needed.
7. If not settled or if owner doesn't respond to city's offer, staff recommends to board use of eminent domain so that the project may begin. Board must authorize use of eminent domain.
 - Negotiations with owner continue. Most times, a settlement is reached. Settlement must be approved by board.
 - If settlement isn't reached, the case proceeds to trial where a jury determines the fair market value of the property acquired.

RECOMMENDED CHANGES TO PROPERTY ACQUISITION PROCESS

The following recommendations would replace steps 4 through 7 of our current property acquisition process.

For Acquisitions Up to \$2,500 for an Approved Project or Regular Maintenance

Staff would estimate the value of the acquisition based on appraisal reports from other properties in the neighborhood.

Staff would send an offer letter to the property owner.

Staff would not negotiate with the property owner except to receive information about an obvious error in the staff's valuation work. This is important so that there's consistency and equity among property owners.

If there's complicating factors in the acquisition or if there isn't reliable appraisal data available, this valuation procedure wouldn't be used. An appraiser would be hired to establish the value.

If the acquisition is settled, staff or the city attorney would close on the acquisition with the property owner.

Acquisitions under these conditions wouldn't require board approval.

If the acquisition isn't settled, a formal appraisal would be prepared and forwarded to the property owner. Any settlement above the appraised amount would have to be approved by the board. If not settled, the use of eminent domain would have to be approved by the board.

For Acquisitions Between \$2,501 and \$10,000 for an Approved Project or Regular Maintenance.

Staff would have a formal appraisal report prepared by a qualified appraiser.

Staff would send an offer letter to the property owner.

Staff would not negotiate with the property owner except to receive information about an obvious error in the appraiser's valuation work. This is important so that

there's consistency and equity among property owners.

If the acquisition is settled, staff or the city attorney would close on the acquisition with the property owner.

Acquisitions under these conditions wouldn't require board approval.

If the acquisition isn't settled, any settlement offer from the property owner would be forwarded to the board. The board could either approve a settlement amount or authorize the use of eminent domain to acquire the property interest.

For Acquisitions Greater than \$10,000.

Staff would have a formal appraisal report prepared by a qualified appraiser.

The appraised amount and authorization to make an offer would be presented to the board for approval.

The city attorney's office or a staff member would send an offer letter to the property owner.

If the acquisition is settled for appraised value, the city attorney or a staff member would close on the acquisition with the property owner.

Any settlement greater than the appraised amount would require board approval. If not settled, the use of eminent domain would have to be authorized by the board.

For Acquisitions Involving Only Temporary Construction Easements of any Value Where There's no Damage to Substantial Improvements.

Staff would estimate the value of the temporary construction easement based on appraisal reports from other properties in the neighborhood.

If there's complicating factors in the acquisition, damage to substantial improvements, or reliable appraisal data isn't available, this valuation procedure wouldn't be used. An appraiser would be hired to establish the value.

Staff would send an offer letter to the property owner.

Staff would not negotiate with the property owner except to receive information about an obvious error in the staff's valuation work. This is important so that

there's consistency and equity among property owners.

If the acquisition is settled, staff or the city attorney would close on the acquisition with the property owner.

This process wouldn't require board approval.

If the acquisition isn't settled, a formal appraisal would be prepared and forwarded to the property owner. Any settlement above the appraised amount would have to be approved by the board. If not settled, the use of eminent domain would have to be approved by the board.

This approach is recommended for TCE's regardless of their value because of their temporary nature.


SUMMARY OF RECOMMENDED ACQUISITION PROCESS

<i>Acquisition Method</i>	<i>Who Prepares Valuation/ Appraisal</i>	<i>Board Approval Required for Valuation and Extending Offer</i>	<i>Who Contacts Property Owner</i>	<i>Board Approval Required for Settlement Higher than Appraisal</i>	<i>Board Approval Required for Use of Eminent Domain</i>
Current	Professional Appraiser	Yes	City Attorney or Staff	Yes	Yes
Up to \$2,500	Staff	No	Staff	Yes	Yes
\$2,501 - \$10,000	Professional Appraiser	No	Staff	Yes	Yes
> \$10,000	Professional Appraiser	Yes	City Attorney or Staff	Yes	Yes
Temporary Construction Easements	Staff	No	Staff	Yes	Yes

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MEMORANDUM

TO: Bill Harding, City Administrator

FROM: Richard B. Jones, Director of Human Resources 

DATE: April 8, 2005

SUBJECT: Language Incentive Pay

The need to have employees with the ability to speak and understand other languages spoken in our City has become very important. In recent years, with the influx of several immigrant groups into our City it has become necessary for the Police Department to regularly utilize certain individuals to handle the translation and communication with non english speaking citizens. In addition, it is becoming more common for other City departments to also do the same.

I would like to establish a testing process where the City certifies the speaking and listening proficiency of those employees who have been designated by their department as the translator and communicator for non english speaking citizens. Once an employee has been tested and certified then that employee would receive additional certification pay each month for using the language skill as part of their job responsibilities.

I would like to have Ordinance 76-04, AN ORDINANCE ESTABLISHING SALARIES AND BENEFITS AND RELATED PROCEDURES FOR CITY EMPLOYEES, amended to include a language incentive pay of \$83.34 per month.



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February 9, 2005

Richard Jones
Director of Human Resources
City of Fort Smith
623 Garrison Ave., Rm. # 310
Fort Smith, AR 72901

Dear Richard,

It was a pleasure speaking with you today regarding your interest in our language proficiency tests. Thank you for your interest in Berlitz. We will do our best to ensure that your decision was the right one.

As I understood from our conversation, the City of Fort Smith is interested in developing a validated testing program for its employees. Please allow me to explain to you how we can successfully meet this request:

Validated Testing

This testing will evaluate the communication level (speaking & listening) of the candidate as well as his or her ability to read and write if requested by you. It would take place at your location and would be conducted by telephone and E-mail or Fax, by one of the members of our faculty who is native fluent in the language. The duration of the oral evaluation (speaking & listening) would be up to 40 minutes and up to 2 hours for evaluations involving speaking, listening, reading and writing.

Our faculty member will speak only the language being evaluated. The examination itself will consist of one or all of the following three parts:

Oral Evaluations:

Part 1 Discussion and Questions/Answer session based on predetermined topics or questions.

Reading Comprehension Evaluations:

Part 2 The candidate will be asked to read an article of varying length and to discuss the major points. In addition, he or she will be asked questions (such as Who? Why? How? and

What?) in order to evaluate his or her reading comprehension.

Writing Evaluations:

Part 3 The candidate will be asked to write several paragraphs on specific topics or they will be asked to translate a letter or a document.

The City of Fort Smith will be responsible for ensuring that Berlitz is testing the correct candidate(s).

Pricing: Two-skills test (Speaking and Listening) **\$75 per test**

Four-skills test (speaking, listening, reading & writing) \$150 per test

*Please note that we do not provide evaluation services for American Sign Language.

Please review the additional information I have listed below regarding our testing program. Should you have any questions/concerns or need anything further, please do not hesitate to contact me. We look forward to speaking with you shortly to determine our next steps.

Sincerely,

Norma Honein

Norma Honein
Director

Enc.

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LANGUAGE PROFICIENCY EVALUATIONS

AN OVERVIEW

Berlitz offers Language Proficiency Evaluations for clients who need an assessment of their own, or someone else's, ability to use a particular language. These evaluations are conducted in accordance with principles well established in professional and academic testing practice. On the basis of an evaluation, we can specify clearly, accurately, and succinctly, what an individual can do with the skills he or she demonstrated during the examination.

We offer evaluations of oral proficiency and writing ability, and can customize our examination to assess how someone would function in specific situations. Evaluations are done in person or via the phone, when in person is not practical, arrangements are made to administer the examinations at a distance, either over the telephone, or by means of recording equipment.

ORAL PROFICIENCY EVALUATIONS

Though we regularly test both speaking ability and writing skills, many clients find that our *Oral Proficiency Evaluation* alone provides the kind of assessment they need. This oral examination is conducted individually and exclusively in the test language; it takes up to 40 minutes to administer and, in format, is similar to the "Oral Proficiency Interview" developed by the United States Foreign Service Institute. This type of "proficiency testing"

is widely regarded amongst linguists as the most accurate, and reliable tool for assessing how well someone speaks a language; since it has been demonstrated statistically that speaking skills correlate closely with listening comprehension, reading, and writing ability, a fine oral proficiency examination like ours will provide a fair indication of an individual's overall command of a language.

An individual's performance in the *Berlitz Oral Proficiency Evaluation* is assessed in terms of

- **Linguistic Competence**, as evidenced by breadth of vocabulary, morphological accuracy, correctness of grammatical usage, and the relative complexity and sophistication of expression;
- **Facility**, that is, the ease and fluency of expression, and
- **Pronunciation**, specifically as it relates to intelligibility.

Each of these aspects of an individual's speech is considered on its own and weighed in relation to the other two in order to establish the individual's level of proficiency.

The results of the evaluation are reported in a way that clearly indicates the kinds of activities and functions the individual could perform with the language skills demonstrated on the examination. The scale we use, and the significance of each of its proficiency levels are presented in the chart that follows.

FUNCTIONAL ABILITY
AT THE VARIOUS ORAL PROFICIENCY LEVELS OF
THE UNITED STATES
FOREIGN SERVICE INSTITUTE SCALE

AT THIS LEVEL: AN INDIVIDUAL HAS THE REQUISITE *LANGUAGE* SKILLS

- 0** to do nothing at all in the target language.
- 0+** to engage in only the simplest of exchanges using greetings, courtesy expressions and a few words and stock phrases.
- 1** to communicate in only the simplest of ordinary situations by means of memorized or rehearsed words and phrases.
- 1+** to communicate well enough to satisfy essential personal needs, though usually in halting, broken, error ridden speech, tightly confined to a small range of vocabulary;
- to qualify minimally for unskilled employment.
- 2** to function in many ordinary personal and occupational situations;
- to qualify, at least minimally, for work in, virtually any unskilled occupation, trades, lower level service occupations (e.g., as a waiter, store clerk or receptionist), and some skilled occupations (e.g., as a bookkeeper, laboratory technician or draftsman)

AT THIS LEVEL: AN INDIVIDUAL HAS THE REQUISITE *LANGUAGE* SKILLS

- 2+** to function in a wide range of personal and occupational situations;
- to qualify, at least minimally, for work in, virtually any occupation below the professional level and professions that require only ordinary language skills (e.g., as an auditor, engineer or office manager).
- 3** to function adequately in most personal, academic or occupational situations;
- to pursue higher academic studies;
- to qualify for work in any occupation including many at the professional level.
- 3+** to function comfortably in most personal, academic, or occupational situations;
- to qualify for work in any occupation *except* those professions that require extraordinarily high language skills (e.g. as a writer, editor or attorney specializing in litigation).
- 4** to function comfortably in virtually all personal, academic, or occupational situations;
- to use language in all situations at a level approaching that of a well educated native speaker of the language.
- 5** to use language in all situations at the level of a well educated native speaker.



Writing Skills Evaluations

While the *Berlitz Oral Proficiency Evaluation* provides a good overall view of an individual's linguistic ability, some clients need specifically to know about writing skills. For these clients, we provide the *Berlitz Writing Skills Evaluation*, which has been designed on principles similar to those that underlie the *Oral Proficiency Evaluation*. Depending on the client's needs, the *Writing Skills Evaluation* can be taken on its own or in conjunction with the *Oral Proficiency Evaluation*.

In the examination, the individual is given two or three topics about which to write; these writing samples are assessed in terms of

- **Orthography**, that is, the ability to use the writing system. For most languages, this means spelling and punctuation. For some, like Mandarin Chinese or Japanese, it means the ability to form the characters and the mastery of a sufficiently large number of them to be literate at a given level;
- **Linguistic Competence**, as evidenced by the breadth of vocabulary, morphological accuracy, correctness of grammatical usage, and the relative complexity and sophistication of expression; and
- **Style** (for Level 3 or higher), that is, the ability to express ideas clearly at an appropriate level of diction and to manage the flow of ideas coherently and cogently.

These aspects of the individual's writing are considered separately, and then weighed, one against the other, in order to determine the level of proficiency. The candidate's functional writing ability will be calibrated on a scale parallel to the one used for oral proficiency. Descriptions of the various proficiency levels are given in the table that follows.

**FUNCTIONAL ABILITY
AT THE VARIOUS PROFICIENCY LEVELS OF
THE UNITED STATES
FOREIGN SERVICE INSTITUTE SCALE**

AT THIS LEVEL: AN INDIVIDUAL HAS THE REQUISITE *LANGUAGE* SKILLS

- 0** to write nothing at all in the target language.
- 0+** to note down intelligibly, if not perfectly, bits of information such as a name, an address or location, a date or a simple list of items.
- 1** to note down information to meet simple needs such as giving travel directions, leaving a brief message of a line or two, or filling in a short, simple routine form such as a landing card.
- 1+** to write just well enough to satisfy the most essential personal needs, though usually in very simple, error ridden sentences using a very limited range of vocabulary;
- to qualify minimally for unskilled employment.
- 2** to write well enough to satisfy basic personal and occupational needs such as writing a simple note or memo, placing an order or filling out an application;
- to qualify, at least minimally, for work in, virtually any unskilled occupation, trades, lower level service occupations (e.g., as a waiter, store clerk or receptionist), and some skilled occupations (e.g., as a bookkeeper, laboratory technician or airline ticketing clerk).

AT THIS LEVEL: AN INDIVIDUAL HAS THE REQUISITE *LANGUAGE* SKILLS

- 2+** to write well enough to function in a wide range of personal and occupational situations; to qualify, at least minimally, for work in , virtually any occupation below the professional level, and professions that require only ordinary language skills (e.g. as an auditor, engineer or office manager).
- 3** to write well enough to function comfortably in most personal, academic or occupational situations;
- to pursue higher academic studies;
- to qualify for work in any occupation *except* those professions that require extraordinarily high language skills (e.g., as a writer, editor or attorney).
- 3+** to write well enough to function comfortably in virtually all personal, academic or occupational situations;
- to qualify for work in any occupation *except* those professions that require extraordinarily high language skills (e.g. as a writer, editor or attorney).
- 4** to write in all situations at a level approaching that of a well educated native.
- 5** to use language in all situations at the level of a well educated native speaker.



PROVISIONS FOR RE-TESTING & SECURITY

Multiple forms of the *Oral Proficiency* and the *Writing Skills Evaluations* allow individuals to be re-tested, and also provide security. No one would know the contents of a particular test form, even though he or she might have taken the test before, or spoken to someone who had.

CUSTOM DESIGNED EXAMINATIONS

Some clients are especially concerned about their own or someone else's ability to function in very specific situations. For instance, airlines particularly need to know whether a pilot can use the specialized vocabulary of aviation or whether flight attendants can carry out their duties. A law firm needs to know whether a foreign associate can prepare briefs and other documents. In these cases, we prepare custom designed forms of our *Oral Proficiency* and *Writing Skills Evaluations*.

TESTING SITES & REMOTE TESTING

Evaluations can be conducted at any Berlitz Language Center. By special arrangement, they can also be conducted at the client's location, or at any other suitable place.

X

The *Oral Proficiency Evaluation* can be done by telephone, provided that the client assists in all necessary arrangements, including security measures to prevent cheating. In special cases, recorded versions of the *Oral Proficiency Evaluation* can be used when it is impractical to test someone in person or over the telephone (e.g., when the person lives abroad).

The *Writing Skills Evaluation* can be administered by a Berlitz proctor, or, when this is impractical, by the client, provided, of course, that all necessary arrangements for security have been satisfactorily made.



RELIABILITY

Over the years, Berlitz has given tens of thousands of examinations –for airlines, major corporations, the Rotary Scholarship Foundation, and institutions such as hospitals and public service organizations. This extensive experience, along with the expertise of our Pedagogical Research staff, enables us to offer our clients a state-of-the-art testing service. There can be no greater assurance of its quality than the continuing satisfaction of our clients, many of whom have relied on our evaluations for years.

We can, however, point to a highly regarded independent corroboration of the validity and reliability of our tests. A significant number of Berlitz students are enrolled by various agencies of the Federal government. These students are customarily tested, before and after their courses, by government linguists, who use the Foreign Service Institute (FSI) tests or other similar oral proficiency examinations. The results demonstrate that the students have in fact attained their learning objectives in their Berlitz courses; but the results also correlate closely with the Berlitz placement and achievement tests given to the students, thus confirming the reliability of our testing program.

Our examinations are administered by specially prepared proctors, chosen from amongst our instructors. The evaluation of the oral proficiency tests, and the writing samples, are evaluated by staff linguists who are carefully trained and supervised, thus assuring both impartiality and consistency in the results.

Our long experience, the expertise, or the staff that creates and administers our tests, and the independent confirmation of our results by government

linguists, all serve to confirm the accuracy and reliability of our testing services.

SAMPLE SCORING SHEET

Employee Name: _____ Department: _____

Employee Phone No.: _____ Job Title: _____

ID Number: _____ Status: _____

Supervisor: _____ Supervisor Phone #: _____

	S-5	S-4	S-3	S-2	S-1B	S-1A
	Excell.	Very Good	Good	Fair	Basic	Unsat.
A. Pronunciation	_____	_____	_____	_____	_____	_____
B. Aural Comprehension	_____	_____	_____	_____	_____	_____
C. Vocabulary/Idiomatic Use	_____	_____	_____	_____	_____	_____
D. Fluency in Responses	_____	_____	_____	_____	_____	_____
E. Intonation	_____	_____	_____	_____	_____	_____
F. Grammar	_____	_____	_____	_____	_____	_____
OVERALL SCORE	_____	_____	_____	_____	_____	_____

REMARKS:



VALIDATION OF BERLITZ LANGUAGE PROFICIENCY TESTS

The validity of Berlitz Language Proficiency Tests is established by rigorous internal measures, and confirmed by comparison of the results of our testing program with those of other reliable outside assessments.

INTERNAL VALIDATION MEASURES

The scoring of Berlitz Oral Proficiency Tests and Writing Skills Tests is done by a special team of linguists who have been thoroughly trained by the National Manager of Instruction. The linguists follow a meticulous scoring procedure that assures consistency and reliability in the application of our proficiency scales. In accordance with professional testing practices, provision is made in these procedures to identify and remedy the tendency of individuals to stray from the standards, thus holding scoring disparities well within acceptable ranges.

EXTERNAL CONFIRMATION

Berlitz provides programs of language instruction to various government services, including the Department of Defense and the Federal Bureau of Investigation. At the beginning and the end of every course—and sometimes during a long course—we administer Oral Proficiency examinations. The students are also examined independently by the Federal Government, using the Foreign Service Institute (FSI) Examination or similar proficiency examinations based on the FSI Examination (e.g., the Defense Language Institute (DLI) Examination). Like Berlitz, the Federal examiners use the U.S. Foreign Service Institute Language Proficiency Scale or one based on it (e.g., the DLI Scale). There has never been a single instance in which our results and those of the Federal examiners differed significantly.

In a few instances, there have been minor variations and in each case, the Berlitz results have been slightly lower (i.e., by a "half" step), indicating that the Federal examiners were slightly more lenient.

In the case of our English Proficiency Evaluations, we find consistently strong correlation between our Oral Proficiency Tests and the corresponding scoring ranges of the Educational Testing Service's TOEFL examination. For instance, in one large charter program, over 500 students who completed Berlitz English Levels 5-8, achieved a 3 on our Oral Proficiency evaluations and scored 500 or higher on the TOEFL.

We believe these independent confirmations of our testing results demonstrate the reliability, consistency, and validity of our testing practice.

*Pay Grade Pay
To Code*

2

ORDINANCE NO. 76-04

AN ORDINANCE ESTABLISHING SALARIES AND BENEFITS AND RELATED PROCEDURES FOR CITY EMPLOYEES

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

SECTION 1: Pay Rates and Salaries

All employees shall be paid based on the salary grade ranges as shown in Appendix A.

- A. On January 1, 2005, all employees within their salary grade will receive a 2.0% cost of living adjustment pay increase. As to any employee not meeting performance expectations on January 1, 2005, the Department Head and City Administrator may withhold this pay increase.

- B. For non uniformed employees below the mid point of the salary grade, a pay for performance evaluation will take place shortly before their position anniversary date:
 - 1. If the employee is meeting job requirements, a step increase will be granted on the position anniversary date.
 - 2. An additional step increase may be granted if the employee at times exceeds job requirements (an average of 2.0 or better on the attached performance scale). Should the step increases place the salary at or above the midpoint, any pay increase over the midpoint shall be based on the formula found in Section C(2.) of this Ordinance.
 - 3. Two additional step increases may be granted if the employee consistently exceeds job requirements (an average of 3.0 on the attached performance scale). Should the step increases place the salary at or above the midpoint, any pay increase over the midpoint shall be based on the formula found in Section C(1.) of this Ordinance.
 - 4. No step increase will be granted to an employee evaluated as Progressing to Minimum Requirements. (An average score of less than 1.0 or one or more evaluation category rating of E)
 - 5. The 2.0% cost of living adjustment pay increase will be rescinded if the employee is found to need improvement and a decision about the employee's future with the City will be made no later than the time of the evaluation. (An average score of less than 1.0 and one or more evaluation category rating of E)

*Approved as to form
JSL*

No publication required

C. For non uniformed employees at or above the midpoint of the salary grade, a pay for performance evaluation will take place shortly before their position anniversary date.

1. Based on the employee's average score, a pay increase of 3% will be granted if the employee consistently exceeds job requirements. The actual percentage will be determined by the attached scale in Appendix B and will be adjusted to either one third or two thirds of the total percentage in Appendix B if the employee's first or second step of the increase otherwise placed them above the midpoint.
2. Based on the employee's average score, a pay increase between 1-3% will be granted if the employee at times exceeds job requirements. The actual percentage will be determined by the attached scale in Appendix B and will be adjusted to one half of the total percentage in Appendix B if the employee's first step of the increase otherwise placed them above the midpoint.
3. No additional pay increases will be granted if the employee is evaluated as Meeting Job Requirements.
4. The 2.0% cost of living adjustment pay increase may be rescinded if the employee is working toward expectations. (An average score of less than 1.0 or one or more evaluation category rating of E)
5. The 2.0% cost of living adjustment pay increase will be rescinded if the employee is found to need improvement and a decision about the employee's future with the City will be made no later than the time of the evaluation. (An average score of less than 1.0 and one or more evaluation category rating of E)

While the preceding steps in SECTION 1. B. & C. are listed to illustrate the effect of the pay decisions based on their performance evaluation, Supervisors and Department Heads are encouraged to engage in periodic evaluation discussions with employees. These discussions can be a method to let employees know if they are meeting or exceeding expectations during the year. Supervisors and Department Heads should also deal with deficient performance issues immediately and not wait until the scheduled evaluation to inform the employee of these problems.

D. For non uniformed employees at or above the maximum salary for the grade, no salary increase will be granted if the employee is meeting expectations. A one time payment that will not become part of the employee's permanent salary may be approved by the City Administrator if the employee consistently exceeds or at times exceeds job requirements. The amount of the one time payment will follow the same percentages found in Section C(1.) & C(2.) of this memo.

E. For Police uniformed employees, a step increase will be granted if the employee is evaluated as satisfactory regardless of their location on the pay grade until the employee has reached the last step. Additional step increases or promotional opportunities will

follow the Police Department regulations based on the pay for performance criteria and other promotional and testing criteria.

No pay increases will be granted to any employee if they are found to "need improvement" (a rating of E in the performance evaluation form) in any area of evaluation.

The pay plan outlined assumes that the overall ranking of "at times exceeding job requirements" or "consistently exceeding job requirements" can be attained but will be relatively infrequent and highly documented when granted.

- F. For Fire Department uniformed employees, a step increase will be granted if the employee is evaluated as satisfactory regardless of their location on the pay grade until the employee has reached the last step.

No pay increases will be granted, including cost of living, to any employee if they are found to be unsatisfactory in any one evaluation category.

SECTION 2: Non-Exempt Non-Uniformed Employees

- A. Shift Differential - a Non-Exempt employee assigned to work a second shift shall receive a shift differential of ten (10) cents per hour for each hour worked beginning with a regularly scheduled shift starting time of 2:00 p.m. and ending before 10:00 p.m. A Non-Exempt employee assigned to work a third shift shall receive a shift differential of fifteen (15) cents per hour for each hour worked beginning with a regularly scheduled shift starting time of 10:00 p.m. and ending before 6:00 a.m.
- B. Mileage Reimbursement - Employees who, on written instructions, use their personal automobile(s) on City business will be reimbursed at the Internal Revenue code rate.

SECTION 3: Exempt Employees Salaries

- A. In addition to any other current contributions, a contribution to the International City Managers Association - Retirement Corporation (ICMA-RC) of one-hundred dollars (\$100) per month will be made for each department head as listed below:

City Administrator	Deputy City Administrator
District Court Judge	Police Chief
Fire Chief	Director of Engineering
Director of Development & Construction	Director of Human Resources
Director of Finance	Director of Utilities
Director of Sanitation	Director of Streets & Traffic Control
Director of Parks & Recreation	Director of Convention Center
Director of Information & Technology	Director of Transit
City Clerk	District Court Clerk

SECTION 4: Civil Service (uniformed) employees of the Fire Department shall be paid a rate of pay as set forth in Appendix C.

- A. All firefighters hired (including rehires) by the City shall initially be placed in Step A in the Firefighter F-1 position. Advancement to Step B shall occur on the first anniversary date of the date of appointment to the position if an employee's performance is found to be satisfactory. Advancement into each step subsequent to Step B shall occur on the respective subsequent anniversary date of the appointment to the position.
- B. Drivers, Captain, Battalion Chiefs, Fire Marshals, Training Officer and Assistant Chief are eligible on their position anniversary date for advancement to Step B (in the applicable range) based on merit as determined by a job performance evaluation. Advancement to each step subsequent to Step B shall also be based on merit as determined by a job performance evaluation on each subsequent promotion anniversary date.
- C. All hourly compensated firefighters shall have a work period of fourteen (14) days (106 hours) and shall be subject to the Section 7 (k) exemption of 29 CFR Part 553 application of the Fair Labor Standards Act to Employees of State and Local Governments.
- D. All firefighters shall receive compensation for an additional thirteen (13) days paid as legal holidays in accordance with the provisions of Act 501 of 1987. Compensation for holidays is based on the firefighter's daily rate of pay and is in addition to the regular pay schedule. Holiday compensation is included in the rates of pay provided in Appendix C. The thirteen (13) days of holiday equalization pay shall be prorated and paid during the regular payroll periods. "Daily rate of pay" for all hourly compensated firefighters is hereby defined for all budgetary purposes of the City of Fort Smith as being one-tenth of the biweekly base pay for the applicable employment grade and range. The biweekly base pay period for all firefighters shall be based on an average of one-hundred-twelve (112) hours worked biweekly.
- E. All firefighters shall be granted annual vacation as follows:
 - 1. After twelve (12) months of continuous and uninterrupted service, 144 hours.
 - 2. After six (6) consecutive years of continuous and uninterrupted service, 168 hours.
 - 3. After ten (10) consecutive years of continuous and uninterrupted service, 192 hours.
 - 4. After fifteen (15) consecutive years of continuous and uninterrupted service, 216 hours.
 - 5. After twenty (20) consecutive years of continuous and uninterrupted service, 240 hours.Annual vacation leave shall not be accumulated from calendar year to calendar year.

- F. For administrative convenience, the annual vacation of not less than fifteen (15) days with full pay for Fire Department employees as required by A.C.A. 14-53-107 and provided in Section (E) above is hereafter defined in terms of annual vacation "hours" as provided in this section. Each three days of annual vacation with full pay provided for in A.C.A. 14-53-107 and each three days of additional annual vacation granted by Section (E) above is deemed to be equal to one scheduled working shift of twenty-four (24) hours. For administrative record keeping of the City, the City Administrator and his designated agents are authorized to maintain records regarding annual vacation leave in terms of "scheduled working hours." Using such administrative procedure, the annual vacation provided by Section (E) above shall be provided in terms of three (3) calendar days being equal to one (1) working shift of twenty-four (24) hours. For each hour of vacation leave that a firefighter is away from a regularly scheduled work shift, one hour shall be credited against his annual vacation benefit.
- G. The administrative procedures provided in Section (F) shall not be interpreted or construed to enlarge or decrease the current vacation leave benefit provided by A.C.A. 14-53-107 and this ordinance.
- H. Sick leave for firefighters shall accumulate at a rate of 360 hours per year beginning with the date of employment and decreasing to 288 hours per year beginning four (4) years after employment. Unused sick leave shall accumulate to firefighters provided with 360 hours per year and 288 hours per year sick leave to a maximum of 2400 hours. If at the end of his/her term of service (i.e.. upon retirement or death) any firefighter who has unused accumulated sick leave, he/she shall be paid for such sick leave at the regular rate of pay in effect at the time of retirement provided, however, that payment for unused sick leave upon retirement shall not exceed three (3) months salary as per state law, A.C.A. 14-53-108.
- I. All Civil Service Fire Department personnel shall receive longevity pay as follows:
1. After the first five (5) years of continuous and uninterrupted service, the sum of \$10.00 shall be added to monthly compensation.
 2. After each five (5) year period of continuous and uninterrupted service thereafter, an additional \$5.00 per month for each said five year periods shall be added provided however, that \$30.00 per month shall be the maximum longevity pay.
- J. All firefighters, after their first year of probation, shall be eligible for a monthly pay bonus for the completion of certificates awarded by the Arkansas State Fire Academy or the National Fire Academy according to the following schedule.

<u>Certificate</u>	<u>Monthly Pay Bonus</u>
1. Pump Operation/Emergency Driving	\$15.00
2. Fire Inspector 1	\$15.00
3. First Responder	\$15.00

4. Fire Officer 1	\$15.00
5. Emergency Medical Technician EMT	\$15.00
6. Special Certification Certificate as per Fire Chief	\$15.00
7. Arson Investigation	\$15.00
8. Hazardous Materials	<u>\$15.00</u>

Total possible Certificate pay \$120.00

- K. An additional 10%, after their first year of probation, shall be added to the pay rate of a firefighter who becomes a Certified Paramedic. Certification must be maintained or certification pay will be eliminated.
- L. All firefighters shall receive an annual physical examination by the City to determine their physical fitness to perform firefighting activities.
- M. All firefighters are eligible for educational bonus pay subject to certain conditions and procedures as follows:

If the employees hire date is prior to or December 31, 2004 and the employee has entered an educational program then schedule (1) will be followed. If an employee has not entered an educational program prior to January 1, 2005 or the employee hire date is January 1, 2005 or later then schedule (2) will be followed. If an employee who is eligible and receiving bonus pay based on schedule (1) earns a bachelors degree then that employee will be eligible for schedule (2).

Schedule (1)

<u>Educational Program</u>	<u>Percentage of Total Annual Pay Added as Bonus</u>
Entry into the Plan	1%
Completion of 15 semester hours	2%
Completion of 30 semester hours	3%
Completion of 45 semester hours	4%
Completion of 60 semester hours plus	5% attainment of Associates Degree

Schedule (2)

<u>Educational Program</u>	<u>Percentage of Total Annual Pay Added as Bonus</u>
Associates Degree	3%
Bachelors Degree	6%
Masters Degree	7%

SECTION 5: Civil Service (uniformed) employees of the Police Department shall be paid a rate of pay as set forth in Appendix D.

- A. All Police Officers hired (including rehires) by the City shall initially be placed in the Entry Level in the Patrol Officer/Detective P-1 Range. Advancement to subsequent levels of pay shall be based upon an officer's anniversary date as indicated in the schedule in Appendix D.

- B. Advancement to the Corporal rank P-1 will occur upon reaching the tenth step of a patrol officer/detective. Advancement to subsequent levels of pay shall be based upon an officer's position anniversary date as indicated on the schedule in Appendix D.
- C. All hourly compensated Police Officers shall have a work period of seven (7) days, shall receive overtime pay, and shall be subject to the Section 7 (K) exemption of 29 CFR Part 553 Application of the Fair Labor Standards Act to Employees of State and Local Governments.
- D. All Police Officers shall receive compensation for an additional thirteen (13) days as paid legal holidays in accordance with the provisions of Act 501 of 1987. Compensation for holidays is based on the officer's daily rate of pay and is in addition to the base pay schedule. In calculating the holiday pay, the "daily rate of pay" for all hourly compensated Police Officers is hereby defined for budgetary purposes of the City of Fort Smith as being the per hour rate of base pay time (8) hours for the applicable employment grade and range. Holiday compensation is included in the rates of pay provided in Appendix D. Holiday pay is to be prorated and paid during the regular payroll periods.
- E. All Police Officers shall be granted annual vacations as follows:
1. After twelve (12) months of continuous and uninterrupted service, fifteen (15) working days.
 2. After six (6) consecutive years of continuous and uninterrupted service, seventeen (17) working days.
 3. After ten (10) consecutive years of continuous and uninterrupted service, twenty (20) working days.
 4. In addition to the foregoing vacation days, each officer will receive one (1) discretionary day off with pay each year after (12) months of continuous service.

Annual vacation leave and the discretionary day shall not be accumulated for more than a twelve month period from the date of accrual for Civil Service Employees.

- F. All Police Officers shall accumulate sick leave at the rate of twenty (20) working days (i.e., 28 calendar days) per year beginning one (1) year after the date of employment. Sick leave may be accumulated from year to year to maximum accumulation of ninety (90) working days (i.e., 126 calendar days) at anyone time. If at the end of his/her term of service (i.e., upon retirement or death), any Police Officer has unused accumulated sick leave, he/she shall be paid for such sick leave at the regular rate of pay in effect at the time of retirement or death, provided however, that payment of unused sick leave upon retirement or death shall not exceed (3) months salary for Police Officers in the rank of Captain and above and shall not exceed salary for five hundred twenty (520) hours for Police Officers in the rank of Sergeant and below.

G. All civil service police officers shall receive longevity pay as follows:

1. After the first five (5) years of continuous and uninterrupted service, the sum of \$10.00 shall be added to monthly compensation.
2. After each (5) year period of continuous and uninterrupted service thereafter, an additional \$5.00 per month for each of said five (5) year periods shall be added, provided, however, that \$30.00 per month shall be the maximum longevity pay.

H. All Police Officers, after their first year of probation, shall be eligible for a monthly pay bonus for the completion of the State of Arkansas Law Enforcement Standards and Training Certificates as follows:

1. General Certificate - \$20.00 added to monthly compensation
2. Intermediate Certificate - \$40.00 added to monthly compensation.
3. Advanced Certificate - \$60.00 added to monthly compensation.
4. Senior Certificate - \$80.00 added to monthly compensation.

I. All police officers are eligible for educational bonus pay subject to certain conditions and procedures as follows:

If the employees hire date is prior to or December 31, 2004 and the employee has entered an educational program then schedule (1) will be followed. If an employee has not entered an educational program prior to January 1, 2005 or the employees hire date is January 1, 2005 or later then schedule (2) will be followed. If an employee who is eligible and receiving bonus pay based on schedule (1) earns a bachelors degree then that employee will be eligible for schedule (2).

Schedule (1)

<u>Educational Program</u>	<u>Percentage of Total Annual Pay Added as Bonus</u>
Entry into the Plan	1%
Completion of 15 semester hours	2%
Completion of 30 semester hours	3%
Completion of 45 semester hours	4%
Completion of 60 semester hours plus	5% attainment of Associates Degree

Schedule (2)

<u>Educational Program</u>	<u>Percentage of Total Annual Pay Added as Bonus</u>
Associates Degree	3%
Bachelors Degree	6%
Masters Degree	7%

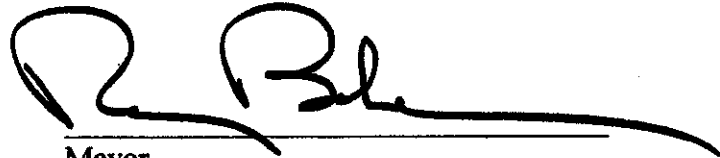
SECTION 6: Policy

As to nonuniformed employees, in extreme and unusual employment and promotional situations related to business necessity and efficiency, the City Administrator may waive or alter the step increase procedure to fill a position with the most highly qualified candidate and assign the appropriate wage within the job classification.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

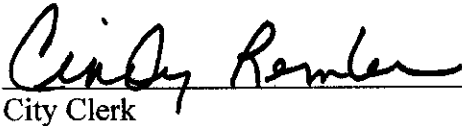
PASSED AND APPROVED THIS 7th day of December, 2004

APPROVED:

A large, stylized handwritten signature in black ink, appearing to read 'R. B. ...', is written over a horizontal line.

Mayor

ATTEST:

A handwritten signature in black ink, appearing to read 'Cindy Remler', is written over a horizontal line.

City Clerk

HOURLY PAY GRADE RANGES
BUDGET YEAR 2005
 (basis, 8 hrs/day, 5 days/week, 52 weeks/year)

Grade	Entry	Midpoint	Maximum	Step
1	\$8.35	\$10.09	\$11.83	\$0.35
2	\$9.33	\$11.28	\$13.23	\$0.39
3	\$10.31	\$12.47	\$14.63	\$0.43
4	\$11.29	\$13.65	\$16.02	\$0.47
5	\$12.28	\$14.84	\$17.41	\$0.51
6	\$13.26	\$16.02	\$18.79	\$0.55
7	\$14.24	\$17.22	\$20.20	\$0.60
8	\$15.22	\$18.40	\$21.58	\$0.64
9	\$16.21	\$19.60	\$22.98	\$0.68
10	\$17.19	\$20.78	\$24.37	\$0.72
11	\$18.17	\$21.97	\$25.77	\$0.76
12	\$18.01	\$23.17	\$26.33	\$1.03
13	\$18.94	\$24.37	\$29.80	\$1.09
14	\$19.87	\$25.56	\$31.25	\$1.14
15	\$20.79	\$26.74	\$32.69	\$1.19
16	\$21.72	\$27.94	\$34.15	\$1.24
17	\$22.63	\$29.12	\$35.60	\$1.30
18	\$23.56	\$30.31	\$37.05	\$1.35
19	\$24.49	\$31.51	\$38.52	\$1.40
20	\$25.41	\$32.69	\$39.96	\$1.46
21	\$26.34	\$33.88	\$41.42	\$1.51
22	\$27.24	\$35.06	\$42.87	\$1.56
23	\$28.17	\$36.25	\$44.33	\$1.62
24	\$29.10	\$37.44	\$45.77	\$1.67

BI-WEEKLY PAY GRADE RANGES
BUDGET YEAR 2005
 (basis, 8 hrs/day, 5 days/week, 52 weeks/year)

Grade	Entry	Midpoint	Maximum	Step
1	\$668.30	\$807.52	\$946.74	\$27.84
2	\$746.64	\$902.33	\$1,058.02	\$31.14
3	\$824.98	\$997.56	\$1,170.15	\$34.52
4	\$903.31	\$1,092.37	\$1,281.43	\$37.81
5	\$982.46	\$1,187.59	\$1,392.71	\$41.02
6	\$1,060.80	\$1,281.97	\$1,503.14	\$44.23
7	\$1,139.14	\$1,377.63	\$1,616.13	\$47.70
8	\$1,217.47	\$1,472.01	\$1,726.55	\$50.91
9	\$1,296.62	\$1,567.66	\$1,838.69	\$54.21
10	\$1,374.96	\$1,662.46	\$1,949.97	\$57.50
11	\$1,453.30	\$1,757.27	\$2,061.25	\$60.80
12	\$1,441.06	\$1,853.87	\$2,268.69	\$62.56
13	\$1,515.31	\$1,949.64	\$2,383.96	\$66.86
14	\$1,589.57	\$2,044.97	\$2,500.38	\$91.08
15	\$1,663.01	\$2,139.04	\$2,615.08	\$95.21
16	\$1,737.26	\$2,234.81	\$2,732.35	\$99.51
17	\$1,810.70	\$2,329.31	\$2,864.91	\$103.72
18	\$1,884.96	\$2,424.64	\$2,964.33	\$107.94
19	\$1,959.22	\$2,520.41	\$3,081.60	\$112.24
20	\$2,032.66	\$2,614.91	\$3,197.16	\$116.45
21	\$2,106.91	\$2,710.24	\$3,313.58	\$120.67
22	\$2,179.54	\$2,804.76	\$3,429.99	\$125.05
23	\$2,253.79	\$2,900.10	\$3,546.41	\$129.26
24	\$2,328.05	\$2,995.01	\$3,661.97	\$133.39

ANNUAL PAY GRADE RANGES
BUDGET YEAR 2005
 (basis, 8 hrs/day, 5 days/week, 52 weeks/year)

Grade	Entry	Midpoint	Maximum	Step
1	\$17,375.90	\$20,995.52	\$24,615.14	\$723.92
2	\$19,412.64	\$23,460.53	\$27,508.42	\$809.58
3	\$21,449.38	\$25,936.66	\$30,423.95	\$897.46
4	\$23,486.11	\$28,401.67	\$33,317.23	\$983.11
5	\$25,544.06	\$30,877.29	\$36,210.51	\$1,066.64
6	\$27,580.80	\$33,331.17	\$39,081.54	\$1,150.07
7	\$29,617.54	\$35,818.43	\$42,019.33	\$1,240.18
8	\$31,654.27	\$38,272.31	\$44,890.35	\$1,323.61
9	\$33,712.22	\$40,759.06	\$47,805.89	\$1,409.37
10	\$35,748.96	\$43,224.06	\$50,699.17	\$1,495.02
11	\$37,785.70	\$45,689.07	\$53,592.45	\$1,580.68
12	\$37,467.46	\$48,200.67	\$58,933.89	\$2,146.64
13	\$39,398.11	\$50,690.54	\$61,982.96	\$2,258.48
14	\$41,328.77	\$53,169.27	\$65,009.78	\$2,368.10
15	\$43,238.21	\$55,615.14	\$67,992.08	\$2,475.39
16	\$45,168.86	\$58,105.01	\$71,041.15	\$2,587.23
17	\$47,078.30	\$60,562.01	\$74,045.71	\$2,696.74
18	\$49,008.96	\$63,040.74	\$77,072.53	\$2,806.36
19	\$50,939.62	\$65,530.61	\$80,121.60	\$2,918.20
20	\$52,849.06	\$67,987.61	\$83,126.16	\$3,027.71
21	\$54,779.71	\$70,466.34	\$86,152.98	\$3,137.33
22	\$56,667.94	\$72,923.86	\$89,179.79	\$3,251.19
23	\$58,598.59	\$75,402.60	\$92,206.61	\$3,360.80
24	\$60,529.25	\$77,870.21	\$95,211.17	\$3,468.19

Appendix B

<u>Performance Level</u>	<u>Performance Points</u>
A	3
B	2
C	1
D	0
E	0

Performance Increase

<u>Average Score</u>	<u>Increase</u>
1.2 - 1.3	1.0%
1.4 - 1.5	1.5%
1.6 - 1.7	2.0%
1.8 - 1.9	2.5%
2.0 - 2.1	3.0%
2.2 - 2.3	3.0%
2.4 - 2.5	3.0%
2.6 - 2.7	3.0%
2.8 - 2.9	3.0%
3.0	3.0%

Appendix C

City of Fort Smith
 Fire Department
 Pay Schedule
 Budget Year 2005

Rank	Range	Rate	A	B	C	D	E	F	G
Probationary Firefighter & Firefighter	F1	Hourly	\$8.86	\$9.57	\$10.24	\$10.93	\$11.60	\$12.29	\$12.92
Driver	F2	Hourly	\$13.42	\$14.71					
Captain	F3	Hourly	\$16.01	\$17.54					
Fire Marshal Battalion Chief Training Officer Assistant Chief	F5	Monthly	\$4,803.32	\$5,403.75					

Appendix D

City of Fort Smith
 Police Department
 Pay Schedule
 Budget Year 2005

Rank	Rate	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9		
Patrol	Hourly	\$14.24	\$14.69	\$15.15	\$15.59	\$16.05	\$16.28	\$16.50	\$16.72	\$16.95	\$17.19		
	Hourly	\$0.71	\$0.73	\$0.75	\$0.78	\$0.81	\$0.82	\$0.83	\$0.84	\$0.86	\$0.87		
Corporal	Hourly	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19		
		\$17.42	\$17.64	\$17.87	\$18.09	\$18.32	\$18.55	\$18.77	\$19.01	\$19.26	\$19.51		
		\$0.88	\$0.89	\$0.90	\$0.91	\$0.92	\$0.93	\$0.94	\$0.95	\$0.96	\$0.97		
		\$18.30	\$18.52	\$18.77	\$19.00	\$19.24	\$19.48	\$19.71	\$19.96	\$20.22	\$20.48		
		Sergeant	Hourly	Entry	Step 1	Step 2	Step 3	Step 4	Step 5				
				\$20.23	\$20.83	\$21.44	\$22.04	\$22.64	\$23.27				
				\$1.01	\$1.05	\$1.08	\$1.10	\$1.13	\$1.16				
				\$21.24	\$21.88	\$22.52	\$23.14	\$23.78	\$24.43				
				Entry	Step 1	Step 2	Step 3	Step 4	Step 5				
		\$50,802.67	\$51,757.06	\$52,711.44	\$53,665.83	\$54,620.21	\$55,592.76						
		\$2,540.14	\$2,587.85	\$2,635.57	\$2,683.29	\$2,731.01	\$2,779.63						
		\$53,342.81	\$54,344.92	\$55,347.01	\$56,349.12	\$57,351.22	\$58,372.40						
		Captain	Annually	Entry	Step 1	Step 2	Step 3	Step 4	Step 5				
				\$58,372.42	\$60,245.94	\$62,119.47	\$63,993.00	\$65,866.53	\$67,740.05				
				\$2,918.63	\$3,012.30	\$3,105.98	\$3,199.66	\$3,293.34	\$3,387.00				
				\$61,291.05	\$63,258.25	\$65,225.45	\$67,192.66	\$69,159.87	\$71,127.05				
				Entry	Step 1	Step 2	Step 3	Step 4	Step 5				
		\$58,372.42	\$60,245.94	\$62,119.47	\$63,993.00	\$65,866.53	\$67,740.05						
		\$2,918.63	\$3,012.30	\$3,105.98	\$3,199.66	\$3,293.34	\$3,387.00						
\$61,291.05	\$63,258.25	\$65,225.45	\$67,192.66	\$69,159.87	\$71,127.05								