



# ***AGENDA***

**FORT SMITH BOARD OF DIRECTORS  
REGULAR MEETING**

***FEBRUARY 16, 2010 ~ 6:00 P.M.***

**FORT SMITH PUBLIC SCHOOLS  
SERVICE CENTER  
3205 JENNY LIND ROAD**

***THIS MEETING IS BEING TELECAST LIVE ON THE CITY CABLE ACCESS CHANNEL 6***

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**MAYOR'S ANNOUNCEMENTS AND RECOGNITIONS**

- ▶ Good Neighbor Awards

**APPROVE MINUTES OF THE FEBRUARY 2, 2010 REGULAR MEETING**

**CITIZENS FORUM ~ Opportunity to present to the Board of Directors any item of business or other matter which is not already scheduled on the agenda**

**ITEMS OF BUSINESS:**

1. Resolution approving priorities for the 2011 Session of the Arkansas General Assembly
2. Resolution inviting the Arkansas State Highway Commission to meet in Fort Smith
3. Consent Agenda
  - A. Resolution approving an architectural services agreement with MAHG Architects, Inc. for improvements to the transit offices at 6821 Jenny Lind Road (\$75,000.00)
  - B. Resolution of the Board of Directors of the city of Fort Smith authorizing a lease agreement between the City of Fort Smith, Arkansas and Dynamic Information Systems Company, Inc.

- C. Resolution authorizing partial payment to Branco Enterprises, Inc. for construction of the Phase II "P" Street Wastewater Treatment Plant Wet Weather Improvements - Schedule 2 (\$779,421.25)
- D. Resolution authorizing partial payment to Crossland Heavy Contractors for construction of the Lake Fort Smith Water Treatment Plant - Contract 3 (\$626,328.47)
- E. Resolution authorizing Change Order Number Two with C B & I, Inc. for the Howard Hill elevated water storage tank (\$38,900.00)
- F. Resolution accepting the project as complete and authorizing final payment to C B & I, Inc. for the Howard Hill elevated water storage tank (\$41,183.75)

#### **DIRECTORS FORUM**

#### **CITY ADMINISTRATOR'S REPORT**

#### **EXECUTIVE SESSION**

Appointments: Advertising and Promotions Commission (1), Housing Authority (1), Plumbing Advisory Board (1) and Sebastian County Regional Solid Waste Management Board (1)

#### **ADJOURN**

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

**A RESOLUTION APPROVING PRIORITIES  
FOR THE 2011 SESSION OF THE  
ARKANSAS GENERAL ASSEMBLY**

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

The City of Fort Smith's priorities for the 2011 session of the Arkansas General Assembly as attached hereto are hereby approved. The City Administrator is hereby directed to forward this Resolution to the Arkansas Municipal League.

This Resolution passed this \_\_\_\_\_ day of February, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

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

*Approved as to form  
JSC  
No publication required*



1

## *MEMORANDUM*

February 4, 2010

**TO:** Dennis Kelly, City Administrator

**FROM:** Ray Gosack, Deputy City Administrator

**SUBJECT:** Priorities for 2011 Legislative Session

Attached for the board of directors' review is a list of priorities for the 2011 session of the Arkansas General Assembly. The Arkansas Municipal League will consider a city's priorities in its legislative package if those priorities have been adopted by the city's governing body. The priorities must be submitted to the AML by early March in order to be considered for its package. Priorities which are part of the AML's legislative agenda have a better chance of being adopted.

The attached list of priorities were developed with input from staff and the city attorney. We recommend these for inclusion in the city's list of legislative priorities. Please let me know if there's other items the board would like to add to the list.

Attachment

*Ray*



CITY OF FORT SMITH  
Legislative Priorities for the  
2011 Session of the  
Arkansas General Assembly

**LEGISLATIVE CHANGES**

▶ ***FOI Changes for Police Agencies***

The police dept. is proposing additional exemptions to the Arkansas Freedom of Information Act that mirror exemptions under the current Federal Freedom of Information Act, codified under Title 5, Part I, Chapter 5, Subchapter II, § 552 (b) (7) a –f, which states:

(7) records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information

(A) could reasonably be expected to interfere with enforcement proceedings,

(B) would deprive a person of a right to a fair trial or an impartial adjudication,

(C) could reasonably be expected to constitute an unwarranted invasion of personal privacy,

(D) could reasonably be expected to disclose the identity of a confidential source, including a state, local, federal, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of a record or information compiled by criminal law enforcement authority in the course of a criminal investigation or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source,

(E) would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law, or

(F) could reasonably be expected to endanger the life or physical safety of any individual;

► ***Fort Smith District Court Amendments***

A.C.A. 16-17-108 (85) regarding Fort Smith District Court needs two amendments. The first amendment is a “clean up” change to reflect that the court now has 3 judges. The second amendment pertains to the payment of special (substitute) judges. The statute states that a special (substitute) judge shall be paid \$150 for each day he or she serves. The current rate is outdated and makes it difficult to retain substitute judges. Most (or all) district courts in the state don’t have pay rates for substitute judges determined legislatively. It’s recommended this language be deleted from the statute so that Fort Smith District Court is consistent with other district courts. This amendment will allow adjustments to be made to the reimbursement of a special (substitute) judge by utilizing the City’s budget process rather than requiring a legislative amendment to A.C.A. 16-17-108 (85).

(85) The Sebastian County District Court — Fort Smith District Judges, Departments 1, ~~and 2,~~ and 3 shall appoint a qualified elector to serve as district court clerk. The salaries of the district court clerks and any special judges authorized by this subdivision (a)(85) and the operating expenses of the Sebastian County District Court — Fort Smith District shall be paid seventy percent (70%) by the City of Fort Smith and thirty percent (30%) by Sebastian County. ~~A special judge shall be paid one hundred fifty dollars (\$150) for each day he or she serves, to be paid by the city and county;~~

► ***Restaurant Tax for Parks***

Arkansas code 26-75-602(b) provides up to a 1% restaurant tax may be dedicated for the promotion and development of city parks and recreation areas. However, to qualify using a restaurant tax for this purpose, a city must have a park of 1,000 acres or more. Most cities in Arkansas don’t have a single park of this size, thus making the restaurant tax option unavailable for parks and recreation. This section of the code should be amended to remove the requirement for a 1,000 acre park. As provided in

other portions of this legislation, the use of a restaurant tax for parks and recreation purposes would still be subject to voter approval. The elimination of the 1,000 acre park requirement will allow for greater local control by giving more cities and voters the option of using a restaurant tax for city parks. With the proposed change, voter approval would still be required to use the restaurant tax for parks and recreation.

▶ ***Attorney's Fees on Properties Acquired for Water Supplies***

Historically, municipalities acquiring property interests for water supply purposes have not had to pay a property owner's attorney fees in the event a case went to trial. In 2005, the Arkansas Supreme Court held that water supply operators can be responsible for paying a land owner's legal fees in an eminent domain proceeding. To reach its ruling, the court combined the requirements of two separate statutes. Rather than looking at each statute separately, the court said that the statutes have a cumulative effect. Arkansas statute 18-15-401(c) should be amended to make it clear that statute is separate and the requirements of 18-15-6 shall not be applicable to a proceeding initiated under 18-15-401(c).

***OTHER LEGISLATIVE MATTERS***

▶ ***Lake Fort Smith State Park***

The state parks dept. will be seeking funds for completion of Lake Fort Smith State Park. Construction of 10 cabins was deferred due to the unavailability of funding. These cabins are estimated to cost \$2.2 million. The 2011-12 budget provides an opportunity to fund completion of the only state park in Crawford and Sebastian Counties.

▶ ***Watershed Protection***

Attempts are made from time to time to weaken the ability of public water suppliers to protect the watershed areas around their supply lakes. These attempts should be vigorously resisted. Excessive development around water supply lakes degrades the quality of water in the lakes. Water suppliers must use additional chemicals or adopt costly treatment techniques to overcome this poorer water quality. This results in higher costs for water to the public; poorer drinking water quality in the form of taste and odor concerns; increased exposure to higher levels of disinfection byproducts which are known carcinogens; and the weakening of multi-barrier protection which is needed to assure public health. The watersheds around Arkansas's drinking water lakes need to be protected. Any effort to weaken existing protections should be thwarted.





## *MEMORANDUM*

February 12, 2010

**TO:** Dennis Kelly, City Administrator

**FROM:** Ray Gosack, Deputy City Administrator

**SUBJECT:** Arkansas State Highway Commission

Attached for the board of directors' consideration is a resolution inviting the Arkansas State Highway Commission to meet in Fort Smith. Sebastian County and the Fort Chaffee Redevelopment Authority will consider the passage of similar resolutions.

After passage of the resolution, copies will be sent to the director of the highway commission and the commissioner representing our region of Arkansas. When the commission meets in Fort Smith, we'll work with their staff to facilitate the meeting logistics.

*Ray*

Attachment

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

**RESOLUTION APPROVING AN ARCHITECTURAL SERVICES AGREEMENT WITH MAHG ARCHITECTS INC. FOR IMPROVEMENTS TO THE TRANSIT OFFICES AT 6821 JENNY LIND ROAD**

---

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

The City Administrator is hereby authorized to execute an architectural services agreement with MAHG Architects Inc. for renovation and new construction improvements to the transit offices located at 6821 Jenny Lind Road. Said agreement being a Guaranteed Maximum Fee of \$75,000.

This Resolution passed adopted this \_\_\_\_ day of February, 2010.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

*Approved as to fees*  
  
NPK

# FortSmith

## MEMORANDUM February 10, 2010

**TO:** Dennis Kelly, City Administrator

**FROM:** Ken Savage, Transit Director

**SUBJECT:** Architectural Services Agreement

Attached for the Board's consideration is a resolution authorizing an agreement with MAHG Architecture, Inc. The agreement pertains to architectural services for facility improvements to the transit offices and maintenance building located at 6821 Jenny Lind Road. Also attached is a document outlining the architectural selection process.

The project involves renovation and new construction at an estimated \$1,060,000 which includes a negotiated guaranteed maximum fee of \$75,000 for architectural services. Funding for architectural services and the facility improvements will come solely from the Americans Recovery and Reinvestment Act (ARRA) encumbered from the 2009 budget.

The project will include the following:

**Administration Building:**

- Remodel fare counting room to enhance security
- Interior painting and remodeling
- Exterior building repairs

**Maintenance Building:**

- Building addition and associated drainage system to house automatic bus washer
- Roof replacement
- Ventilation system

**Other:**

- Free standing awning for bus protection and lighting with associated paving
- 10,000 gallon underground fuel tank for unleaded fuel
- Generator repair primarily for the operation of fuel pumps during power outages

The agreement includes all federal contract clauses required by the Federal Transit Administration. If the Board approves the resolution, the next steps would involve project design and bidding. Staff will recommend a contractor to the Board once the bids have been received. Construction is estimated to begin in July 2010. Staff recommends approval of the resolution.

**Architectural Services Selection Form**

Project Name:

ARRA Renovation to the Fort Smith Transit office and maintenance facility.

Project Description:

Architectural design services for facility improvements to the transit office, maintenance facility and site. The improvements will support the operations of the department.

Consultants Reviewed:

Guest Reddick Architects  
Architecture Plus  
Tim A. Risley & Associates  
MAHG Architecture

Selected Consultant:

MAHG was selected through a review of the Statement of Qualifications on file in the City Clerk's office. The following staff members reviewed all proposals and ranked each firm individually. MAHG received the best scoring based on experience & technical competence, capacity & capability, past record of performance, familiarity and proximity.

Evaluators:

Michael L. Irwin  
Driver II

Joe Cook  
Maintenance Supervisor

Jori Carr  
Superintendent

Ken Savage  
Director

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

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH  
AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF FORT SMITH,  
ARKANSAS AND DYNAMIC INFORMATION SYSTEMS COMPANY, INC.**

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

**Section 1.** The lease agreement between the City of Fort Smith and Dynamic Information Systems Company, Inc., which shall be substantially in the form attached hereto, is hereby approved, and provides for the terms, conditions, and mutual understandings between the two parties for equipment specified in said agreement.

**Section 2.** The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute this contract to which the City of Fort Smith is a party.

**THIS RESOLUTION ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
O NPR



# STATE & LOCAL GOVERNMENT LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English." When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, CIT Technology Financing Services, Inc., our address is One Deerwood, 10201 Centurion Parkway North, Suite 100, Jacksonville, FL 32256.

<b>CUSTOMER INFORMATION</b>	Lessee Name FORT SMITH, CITY OF	Tax ID #
	Billing Street Address/City/County/State/Zip/Lessee Phone No. 100 SOUTH 10TH ST, FORT SMITH, AR 72901 Equipment Location (if different from above) 100 SOUTH 10TH ST, FORT SMITH, AR 72901	Lease # 871111 Customer # 822998

<b>SUPPLIER INFORMATION</b>	Supplier Name ("Supplier") DYNMAIC INF SYSTEMS CORP Street Address/City/County/State/Zip 15 SHACKLEFORD DRIVE, SUITE A, LITTLE ROCK, AR 72211	Phone No. (501) 223-2236
-----------------------------	--	-----------------------------

<b>EQUIPMENT DESCRIPTION</b>	Quantity 1	Make/Model SEE EQUIPMENT ADDENDUM SCHEDULE	Serial Number N/A
------------------------------	---------------	---	----------------------

<b>TERM AND LEASE PAYMENT SCHEDULE</b>	Lease Term (Years)	Lease Payment	Documentation Fee	Total Cash Price	Annual Rate of Interest
	3	\$39,439.00	\$100.00	\$107,856.74	
	Additional Provisions				

<b>TITLE / PURCHASE OPTION</b>	(Check applicable box. If no box is checked, or if both boxes are checked, Title Option A will Apply <input type="checkbox"/> Title Option A - Title to the Equipment will be in Lessee's name during the Lease Term <input type="checkbox"/> Title Option B - Title to the Equipment will be in Lessor's name during the Lease Term	(Check applicable box) <input checked="" type="checkbox"/> \$1.00 <input type="checkbox"/> FMV	<input type="checkbox"/> 10% <input type="checkbox"/> Other _____
--------------------------------	--	--	--

**INSURANCE AND TAXES** You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment (see Section 4 and 6 on the back of this Lease). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

### TERMS AND CONDITIONS

1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the equipment described on the front of this lease agreement (collectively "Equipment") on the terms and conditions shown on the front and back of this lease ("Lease"). If you have entered into any purchase or supply contract ("Supply Contract") with any supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This term of this Lease will begin on the date when you sign a Delivery and Acceptance Certificate at which time the Equipment will be deemed irrevocably accepted by you and will continue for the number of months specified in this Lease, unless earlier terminated in accordance with Section 16 of this Lease. The first Lease Payment is due on or before the date the Equipment is delivered to you. The remaining Lease Payments will be due on the day of each subsequent month (or such other time period stated on the front of this Lease) designated by us. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract.

(NOTE: Additional terms and conditions are on the back. Certain state and local government lessees must sign an addendum.)

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS LEASE; (ii) YOU AGREE THAT IF A COPY OF THIS LEASE IS SIGNED BY YOU AND THE FRONT OF THE COPY IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS LEASE IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE LEASE; (iii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED HEREIN, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THE STATE OF NEW JERSEY. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

Lessee: FORT SMITH, CITY OF

X  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

CIT Technology Financing Services, Inc. (Lessor)

X  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with this Lease, upon termination of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay for all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

**4. TAXES AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

**5. LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

**6. INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

**7. TITLE; SECURITY INTEREST.** If Title Option A in this Lease has been chosen, you will hold title to the Equipment in accordance with the Supply Contract. If Title Option B in this Lease has been chosen, we will hold title to the Equipment. If (a) you have not terminated this Lease in accordance with Section 16 of this Lease and (b) no Default exists, then upon your payment to us of all Lease Payments and other amounts due under this Lease, at the end of the term of this Lease, you will be entitled to our interest in the Equipment, "AS IS, WHERE IS" without any warranty or representation from us, express or implied, other than the absence of any liens by, through or under us. To secure payment of all amounts due to us, to the extent permitted by law, you grant us and our assigns a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment.

**8. DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Lease or in any instrument you have provided us proves to be incorrect in any material respect.

**9. REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to the provisions of Section 16, we may declare an amount equal to all amounts then due under this Lease, and the unpaid principle balance under this Lease as of the due date of the last Lease Payment paid when due and payable, whereupon the same shall be immediately due and payable; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

**10. FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

**11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notification to you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

**12. LEASE PAYMENTS; PREPAYMENT OPTION.** You agree to pay us the Lease Payments, including both the principal and interest portions (the amount of principle and interest included in each Lease Payment has been, and will be determined according to the standard actuarial method of calculating interest, which applies the Annual Rate of Interest specified above on a monthly basis to the declining balance outstanding). If you give us 30 days' prior written notice and no Default exists, you may prepay and terminate this Lease by paying us on any Lease Payment due date the Lease

Payment and any other amounts then due under this Lease, the unpaid principle balance as of such date, and a service charge related to the prepayment of this Lease. If you fulfill such conditions, you will be entitled to our interest in the Equipment as set forth in Section 7. of this Lease.

**13. INDEMNIFICATION.** To the extent not prohibited by applicable law, with respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct (Claims), you agree to reimburse us for and if we request, to defend us against, any Claims.

**14. MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several.

**15. FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this lease. You agree that your chief executive or administrative officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds of money.

**16. NONAPPROPRIATION OF FUNDS.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then your will give us written notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 3 of this Lease for which funds have been budgeted and appropriated or otherwise legally available. You agree that, to the extent permitted by law, (x) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur and (y) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for Lease Payments.

**17. AUTHORITY AND AUTHORIZATION.** You represent and agree that: (a) you are a State or a political subdivision or agency of a State; (b) the entering into and performance of this Lease is authorized under your State laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available from unexpended and unencumbered appropriations and/or funds within your budget to pay all amounts due under this Lease for your current fiscal period and that such applications and/or funds have been designated for the payment of those Lease Payments that may come due under this Lease for your current fiscal period. Upon our request, you agree to provide us with an option of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

**18. GOVERNMENT USE.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including, but not limited to, the execution and delivery to us of information statements requested by us, (b) you will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Lease Payments to be or to become subject to Federal income taxation and (c) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes. Upon our request, you will provide us with an essential use letter in a form satisfactory to us as to clause (c) above.

**19. CHOICE OF LAW. REGARDLESS OF ANY CONFLICTING PROVISION IN THIS LEASE, THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.**



**EQUIPMENT DESCRIPTION**

**FORT SMITH, CITY OF**

The following list of equipment represents the equipment for the above lease:

QTY	DESCRIPTION
	<b>DELL QUOTES</b>
	<b>523799797</b>
	<b>523445554</b>
	<b>523445374</b>
	<b>DISC DELL QUOTE</b>
	<b>1221JPFSPD</b>

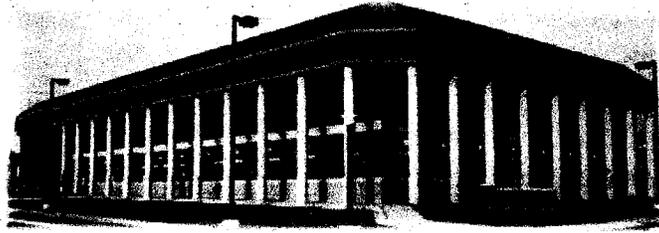
**LESSEE: FORT SMITH, CITY OF**

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **Fort Smith Police Department**

Kevin Lindsey, Chief of Police

### **INTERDEPARTMENTAL MEMORANDUM**

**To: Dennis Kelly, City Administrator**

**From: Kevin Lindsey, Chief of Police**

**Subject: Implementation of Information Technology Virtual Infrastructure**

**Date: February 9, 2010**

A virtual Information Technology infrastructure is a system that will allow a reduction of the number of physical servers needed by running multiple applications on a single server. Typically, most applications require a dedicated server.

Implementation of a virtual infrastructure presents a number of advantages. The most significant of these is a considerable cost savings over time. A reduction of the number of servers required will significantly reduce the needed space and energy consumption compared to our current system. As operations expand, this system will reduce the number of new and replacement servers that must be purchased within the next three years, along with a reduction of maintenance costs. We currently have 30 servers that have to be maintained, and expect to increase that number to 47 within the next three years. Virtualization will reduce the number of needed servers to approximately fifteen. Initial investment in the new Emergency Operations Center will also be reduced by installing virtualized servers, thus reducing the numbers of servers to be purchased, installed and maintained off-site.

Another advantage of a virtual infrastructure provides higher levels of continuity by allowing server maintenance without disruption of service to the users. Since recovery can be made to any machine, this type of system also reduces disaster recovery to a matter of hours rather than days. This system also aids IT staff by allowing rapid server setup and more flexible resource management.

The initial investment to implement the virtual infrastructure is \$107,855.74. We currently have sixteen servers that are out of warranty and due for replacement during the 2010 fiscal year at a cost of approximately \$8,500 each for a total of \$136,000. The result will be a highly cost effective, robust and reliable foundation for meeting our current and future technology requirements. Since the Police Department had already anticipated the

Interdepartmental Memorandum  
Implementation of IT Virtual Infrastructure  
February 9, 2010

expense of server replacement, funding for this project is within the scope of the current Police Department budget for FY 2010. However, it is our intent to arrange a 3-year lease/purchase agreement in the acquisition of the hardware and software needed for this virtualization project at an annual lease payment of \$39,439, for total costs of \$118,317 over the 3-year period. The amount budgeted for this project in the 4702-232 account was in the amount of \$25,000 and the remaining \$14,439 will be reallocated from the 4702-230 account. This will allow the remaining sum in the 4702-230 account to be used for ongoing projects, rather than using those monies for anticipated server replacement. The remainder of the lease agreement will be budgeted appropriately in fiscal years 2011 and 2012. The use of a lease/purchase approach for this project will allow the Police Department to leverage budget funds to complete other projects currently in progress.

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

RESOLUTION AUTHORIZING PARTIAL PAYMENT TO BRANCO ENTERPRISES, INC., FOR CONSTRUCTION OF THE PHASE II "P" STREET WASTEWATER TREATMENT PLANT WET WEATHER IMPROVEMENTS - SCHEDULE 2

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

Partial payment number nineteen to Branco Enterprises, Inc., in the amount \$779,421.25 for the construction of the Phase II "P" Street Wastewater Treatment Plant Wet Weather Improvements - Schedule 2, Project Number 05-14-C1, is hereby approved.

This Resolution adopted this \_\_\_\_\_ day of February 2010.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
npr

**INTER-OFFICE MEMO**

**TO:** Dennis Kelly, City Administrator

**DATE:** January 27, 2010

**FROM:** Steve Parke, Director of Utilities

**SUBJECT:** Phase II "P" Street Wastewater Treatment Plant  
Wet Weather Improvements - Schedule 2  
Project Number 05-14-C1

Branco Enterprises, Inc., has submitted partial pay request number nineteen in the amount of \$779,421.25 for work completed on the Phase II "P" Street Wastewater Treatment Plant Wet Weather Improvements - Schedule 2. Branco is currently about 60 days behind in some areas of their proposed construction progress schedule but have submitted a revised work plan to accelerate those portions of work. A project summary sheet is attached for your information.

The attached Resolution authorizes payment to Branco Enterprises, Inc. Should you or members of the Board have any questions or desire additional information, please call.

attachment

pc: Ray Gosack

## Project Summary

City of Fort Smith  
Utility Department

Today's Date: January 27, 2010

Project name: **Phase II "P" Street Wastewater  
Treatment Plant Wet Weather  
Improvements - Schedule 2**

Staff contact name: Steve Parke

Project number: **05-14-C1**

Staff contact phone: 784-2231

Project engineer: Hawkins-Weir Engineers, Inc.

Notice to proceed issued: July 21, 2008

Project contractor: Branco Enterprises, Inc.

Completion date: October 15, 2010

	Dollar Amount	Contract Time (Days)
Original contract	\$31,840,000.00	750
Change orders:		
Number One	\$48,626.00	31
Number Two	\$36,561.14	35
Total change orders	\$85,187.14	<u>66</u>
Adjusted contract	<u>\$31,925,187.14</u>	<u>816</u>
Payments to date (as negative):	\$ (21,205,035.07)	66.4%
Amount of this payment (as negative)	\$ (779,421.25)	2.4%
Retainage held	\$1,596,259.36	
Contract balance remaining	\$9,940,730.82	31.1%
Amount Over ( <del>under</del> ) as a percentage		0.3%

Final Comments:

3 D

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

A RESOLUTION AUTHORIZING PARTIAL PAYMENT TO  
CROSSLAND HEAVY CONTRACTORS, FOR CONSTRUCTION OF THE  
LAKE FORT SMITH WATER TREATMENT PLANT - CONTRACT 3

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

Partial payment number five to Crossland Heavy Contractors, Inc., in the amount of  
\$626,328.47 for construction of the Lake Fort Smith Water Treatment Plant - Contract 3, Project  
Number 07-09-C3, is hereby approved.

This Resolution adopted this \_\_\_\_\_ day of February 2010.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
npr

**INTER-OFFICE MEMO**

**TO:** Dennis Kelly, City Administrator

**DATE:** February 5, 2010

**FROM:** Steve Parke, Director of Utilities

**SUBJECT:** Lake Fort Smith Water Treatment Plant Improvements - Contract 3  
Project Number 07-09-C3  
Partial Payment to Crossland

Crossland Heavy Contractors, Inc., has submitted partial pay request number five in the amount of \$626,328.47 for work completed on the Lake Fort Smith Water Treatment Plant Improvements - Contract 3. The project is proceeding on schedule. A project summary sheet is attached for your information.

The attached Resolution authorizes payment to Crossland. Should you or members of the Board have any questions or desire additional information, please call.

attachments

pc: Ray Gosack

## Project Summary

City of Fort Smith  
Utility Department

Project Status: Underway

Project name: **Lake Fort Smith Water Treatment  
Plant - Contract 3**

Today's Date: February 5, 2010

Project number: **07-09-C3**

Staff contact name: Steve Parke

Project engineer: Burns & McDonnell, Inc.

Staff contact phone: 784-2231

Project contractor: Crossland Heavy Contractors, Inc.

Notice to proceed issued: August 31, 2009

Completion date: November 8, 2011

	Dollar Amount	Contract Time (Days)
Original contract	\$31,641,000.00	785
Change orders: Change Order No. 1	\$22,902.00	14
Total change orders	\$22,902.00	<u>14</u>
Adjusted contract	<u>\$31,663,902.00</u>	<u>799</u>
Payments to date (as negative):	\$-1,822,035.92	5.8% complete
Amount of this payment (as negative)	\$-626,328.47	
Retainage held	\$272,040.49	
Contract balance remaining	\$29,215,537.61	
Amount Over as a percentage	0.01%	

Final Comments:

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

3 E

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER TWO WITH C B & I, INC., FOR THE HOWARD HILL ELEVATED WATER STORAGE TANK

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

Change Order Number Two, providing for a contract reduction of \$38,900.00, to the contract with C B & I, Inc., for the construction of the Howard Hill Elevated Water Storage Tank, Project Number 06-06-C1, and adjusting the contract amount to \$1,562,755.00, is hereby approved.

This Resolution adopted this \_\_\_\_\_ day of February 2010.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST

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

APPROVED AS TO FORM

  
\_\_\_\_\_  
npr

## INTER-OFFICE MEMO

**TO:** Dennis Kelly, City Administrator

**DATE:** February 5, 2010

**FROM:** Steve Parke, Director of Utilities

**SUBJECT:** Howard Hill Elevated Water Storage Tank  
Project Number 06-06-C1

The projects consisted of constructing a 750,000 gallon elevated storage tank in the service area transferred to Fort Smith from the James Fork Regional Water District. This new facility provides the needed water storage and fire service capabilities for the growth and redevelopment within the Rye Hill service area. See the attached exhibit for location of proposed improvements.

The contractor completed construction of the project 64 days later than the time allotted in the contract and was assessed liquidated damages in the amount of \$38,900.00. Attached is a Resolution authorizing Change Order Two with C B & I, Inc., to provide a contract reduction of \$38,900.00 and adjusting the contract amount \$1,562,775.00.

Also, attached is a Resolution accepting the project as complete and authorizes final payment to C B & I, Inc. See attached table for details on project expenditures. It is my recommendation that the Resolution be authorized. Should you or members of the Board have any questions, please call.

attachment

pc: Ray Gosack

## Project Summary

City of Fort Smith  
Utility Department

Project Status: Complete

Project name: **Howard Hill Elevated Water Storage Tank**

Today's Date: February 5, 2010

Project number: **06-06-C1**

Staff contact name: Steve Parke

Project engineer: Mickle Wagner Coleman Engineers

Staff contact phone: 784-2231

Project contractor: C B & I, INC..

Notice to proceed issued: July 1, 2008

	Dollar Amount	Contract Time (Days)
Original contract	\$ 1,587,000.00	420
Change orders:		
Number One	\$ 14,675.00	0
Number Two	\$ (38,900.00)	0
Total change orders	<u>\$ (24,225.00)</u>	<u>0</u>
Adjusted contract	<u>\$ 1,562,775.00</u>	<u>420</u>
Payments to date (as negative):	\$ (1,521,591.25)	97.4%
Amount of this payment (as negative)	\$ (41,183.75)	2.6%
Retainage held	\$ 0.00	
Contract balance remaining	\$ 0.00	0.0%
Amount <del>Over</del> (under) as a percentage	(1.5)%	

Final Comments:

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

3 F

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND  
AUTHORIZING FINAL PAYMENT TO C B & I, INC., FOR THE  
HOWARD HILL ELEVATED WATER STORAGE TANK

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

SECTION 1: The construction of the Howard Hill Elevated Water Storage Tank, Project  
Number 06-06-C1, is accepted as complete.

SECTION 2: Final payment to the contractor, C B & I, Inc., in the amount of \$41,183.75,  
is hereby approved.

This Resolution adopted this \_\_\_\_\_ day of February 2010.

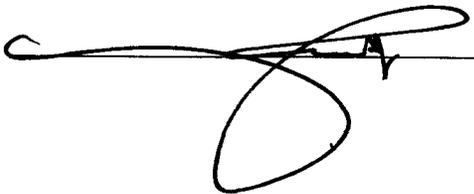
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
npr

**INTER-OFFICE MEMO**

**TO:** Dennis Kelly, City Administrator

**DATE:** February 5, 2010

**FROM:** Steve Parke, Director of Utilities

**SUBJECT:** Howard Hill Elevated Water Storage Tank  
Project Number 06-06-C1

The projects consisted of constructing a 750,000 gallon elevated storage tank in the service area transferred to Fort Smith from the James Fork Regional Water District. This new facility provides the needed water storage and fire service capabilities for the growth and redevelopment within the Rye Hill service area. See the attached exhibit for location of proposed improvements.

The contractor completed construction of the project 64 days later than the time allotted in the contract and was assessed liquidated damages in the amount of \$38,900.00. Attached is a Resolution authorizing Change Order Two with C B & I, Inc., to provide a contract reduction of \$38,900.00 and adjusting the contract amount \$1,562,775.00.

Also, attached is a Resolution accepting the project as complete and authorizes final payment to C B & I, Inc. See attached table for details on project expenditures. It is my recommendation that the Resolution be authorized. Should you or members of the Board have any questions, please call.

attachment

pc: Ray Gosack

## Project Summary

City of Fort Smith  
Utility Department

Project Status: Complete

Project name: **Howard Hill Elevated Water Storage Tank**

Today's Date: February 5, 2010

Project number: **06-06-C1**

Staff contact name: Steve Parke

Project engineer: Mickle Wagner Coleman Engineers

Staff contact phone: 784-2231

Project contractor: C B & I, INC..

Notice to proceed issued: July 1, 2008

	Dollar Amount	Contract Time (Days)
Original contract	\$ 1,587,000.00	420
Change orders:		
Number One	\$ 14,675.00	0
Number Two	\$ (38,900.00)	0
Total change orders	<u>\$ (24,225.00)</u>	<u>0</u>
Adjusted contract	<u>\$ 1,562,775.00</u>	<u>420</u>
Payments to date (as negative):	\$ (1,521,591.25)	97.4%
Amount of this payment (as negative)	\$ (41,183.75)	2.6%
Retainage held	\$ 0.00	
Contract balance remaining	\$ 0.00	0.0%
Amount Over (under) as a percentage	(1.5)%	

Final Comments:



MEMORANDUM

TO: Mayor and Board of Directors  
FROM: Wendy Beshears, Administrative Assistant  
DATE: February 10, 2010  
SUBJECT: Advertising and Promotion Commission

The Advertising and Promotion Commission voted unanimously at its January 26 meeting to reappoint Mr. Bert Heifley Jr.

Appointments are by the **Advertising and Promotion Commission confirmed by the Board of Directors**. One appointment is needed; the term will expire December 31, 2013.

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



MEMORANDUM

TO: Mayor and Board of Directors  
FROM: Wendy Beshears, Administrative Assistant  
DATE: February 10, 2010  
SUBJECT: Housing Authority

The Housing Authority voted to appoint Mr. Rex Terry to the Housing Authority Board.

Appointments are by the **Housing Authority confirmed by the Board of Directors.**  
One appointment is needed; the term will expire March 3, 2015.

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



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: February 10, 2010

SUBJECT: Plumbing Advisory Board

The term of Mr. Jan Taylor of the Plumbing Advisory Board will expire February 28th, 2010. Mr. Taylor would like to be reappointed to this board.

There are no other applicants available at this time.

Appointments are by the **Board of Directors**. One appointment is needed; the term will expire February 28, 2014.

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



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: February 10, 2010

SUBJECT: Sebastian County Regional Solid Waste Management Board

The term of Mr. Kevin Settle of the Sebastian County Regional Solid Waste Management Board has expired January 21, 2010. Mr. Settle would like to be reappointed to this board.

There are no other applicants available at this time.

Appointments are by the **Mayor confirmed by the Board of Directors**. One appointment is needed; the term will expire January 21, 2013.

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