AGENDA

FORT SMITH BOARD OF DIRECTORS
REGULAR MEETING

APRIL 20, 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

APPROVE MINUTES OF THE APRIL 6, 2010 REGULAR MEETING

ITEMS OF BUSINESS:

1. Ordinance authorizing the Mayor to execute agreements for certain services for inhabitants of the city of Fort Smith

2. Resolution adopting the Audit Advisory Committee charter

3. Ordinance amending Section 2-292 of the Fort Smith Municipal Code to increase the number of members from the Board of Directors on the Audit Advisory Committee

4. Consent Agenda

   A. Resolution accepting bid and authorizing the Mayor to execute a contract for the construction of a parking lot at 115 North 2nd Street ($208,500.00)

   B. Resolution to accept the bids and authorize contracts for the construction of Street Overlays/Reconstruction, Project No. 10-03-D ($1,534,353.94)

   C. Resolution authorizing a time extension for the construction of Greenwood Avenue Improvements, Midland Boulevard to Country Club Avenue, Project No. 02-03-A

D. Resolution accepting completion of and authorizing final payment for the construction of Greenwood Avenue Improvements, Midland Boulevard to Country Club Avenue, Project No. 02-03-A ($262,994.85)

E. Resolution authorizing a change order for the construction of Street Overlays/Reconstruction, Project No. 09-03-C ($21,990.90)

F. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays/Reconstruction, Project No. 09-03-C ($259,082.18)

G. Resolution authorizing the purchase of the Flashback In-Car Digital Video Recording System from L-3 Communications Corporation for use by the Fort Smith Police Department ($145,114.05)

H. Resolution authorizing Change Order Number One with Wilson Brothers Construction Company, Inc. for Sub-Basin 10-2 West Sanitary Sewer Rehabilitation ($24,780.00)

I. Resolution accepting the project as complete and authorizing final payment to Wilson Brothers Construction Company, Inc. for construction of the Neighborhood Water System Improvements - Midland PRV service area ($95,588.76)

J. Resolution authorizing acquisition of real property interests for the Highway 45 and Zero Street water and sewer relocation ($40,246.00)

K. Resolution authorizing the Mayor to execute a lease agreement with the Arkansas Oklahoma Gas Corporation for the operation of a radio transmitting station on Crowe Hill

L. Resolution authorizing the Mayor to execute an agreement with Camp Dress & McKee for engineering services associated with the Department of Justice draft consent decree ($350,000.00)

DIRECTORS FORUM

CITY ADMINISTRATOR'S REPORT

EXECUTIVE SESSION

Appointments: Audit Advisory Committee (1) and Housing Assistance Board (2)

ADJOURN

1.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR CERTAIN SERVICES FOR INHABITANTS OF THE CITY OF FORT SMITH

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

SECTION 1: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Museum of History** providing for the payment by the City to the Fort Smith Museum of History up to a maximum of **$19,378** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 2: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Heritage Foundation** providing up to a maximum of **$4,360** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 3: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Symphony** providing up to a maximum of **$14,534** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 4: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Art Center** providing up to a maximum of **$6,782** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 5: The Mayor is hereby authorized to execute

Approved as to form
JSC
No publication required

that certain agreement with the **Fort Smith Chorale** providing up to a maximum of **$6,298** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 6: The Mayor is hereby authorized to execute that certain agreement with the **Second Street Live** providing up to a maximum of **$10,173** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 7: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Little Theater** providing up to a maximum of **$6,782** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 8: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Boys and Girls Clubs** providing for the payment by the City to the Fort Smith Boys and Girls Clubs in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Boys and Girls Clubs facilities up to a maximum of **$40,052** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 9: The Mayor is hereby authorized to execute that certain agreement with the **Girls Incorporated** providing for the payment by the City to Girls Incorporated up to a maximum of **$18,417** during calendar year 2010 for services provided to the City and its inhabitants, which services include the

providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 10: The Mayor is hereby authorized to execute that certain agreement with the **Lincoln Youth Center** providing for the payment by the Lincoln Youth Center up to a maximum of **$16,572** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 11: The Mayor is hereby authorized to execute that certain agreement with the **The First Tee** providing for the payment by The First Tee up to a maximum of **$9,208** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 12: The Mayor is hereby authorized to execute that certain agreement with the **Gregory Kistler Treatment Center for Children** providing for the payment by the City to the Gregory Kistler Treatment Center for Children in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Gregory Kistler Treatment Center for Children up to maximum of **$4,058** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for physically impaired individuals and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 13: The Mayor is hereby authorized to execute that certain agreement with **Hannah House** providing for the payment by the City to Hannah House in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of Hannah House up to maximum of **$4,058** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing of temporary residence, pregnancy

counseling and education for the young women of the City during the year 2010.

SECTION 14: The Mayor is hereby authorized to execute that certain agreement with **The Fountain of Youth Adult Day Care Center**, providing for the payment by the City to The Fountain of Youth Adult Day Care Center, of **$9,268** during calendar year 2010 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 15: The Mayor is hereby authorized to execute that certain agreement with the **Next Step Day Room** providing for the payment of **$8,528** during calendar year 2010 for services provided the City and its inhabitants, which services include the providing of facilities and programs for rehabilitation and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 16: The Mayor is hereby authorized to execute that certain agreement with **The Children's Emergency Shelter, Inc.**, providing for the payment by the City to The Children's Emergency Shelter Inc. of **$5,411** during calendar year 2010 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 17: The Mayor is hereby authorized to execute that certain agreement with **Lincoln Childcare, Inc.** providing for the payment by the City to Lincoln Childcare, Inc. of **$6,818** during calendar year 2010 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 18: The Mayor is hereby authorized to execute that certain agreement with **Girls Shelter**, providing for the

payment by the City to The Children's Emergency Shelter Inc. of **$4,530** during calendar year 2010 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 19: The Mayor is hereby authorized to execute that certain agreement with **Heart to Heart Pregnancy Center** providing for the payment by the City to Hannah House in the amount up to maximum of **$2,380** during calendar year 2010 for services provided to the City and its inhabitants, which services include the providing pregnancy counseling and education for the young women of the City during the year 2010.

SECTION 20: The Mayor is hereby authorized to execute that certain agreement with the **Crisis Intervention Center**, providing for the payment by the City to the Crisis Intervention Center, of **$8,117** during calendar year 2010 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 21: The Mayor is hereby authorized to execute that certain agreement with the **Alzheimer's Association**, providing for the payment by the City to the Alzheimer's Association, of **$1,500** during calendar year 2010 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 22: The Mayor is hereby authorized to execute that certain agreement with the **Community Dental Clinic**, providing for the payment by the City to the Community Dental Clinic, of **$6,822** during calendar year 2010 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 23: The Mayor is hereby authorized to execute that certain agreement with the **Community Services Clearinghouse**, providing for the payment by the City to the Community

Services Clearinghouse, of **$8,528** during calendar year 2010 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 24: The Mayor is hereby authorized to execute that certain agreement with the **River Valley Regional Food Bank**, providing for the payment by the City to the River Valley Regional Food Bank, of **$5,117** during calendar year 2010 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2010.

SECTION 25: It is hereby declared and determined by the Board of Directors that the subject matters of the agreements authorized by Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 above deal with providing services in an exceptional situation where competitive bidding procedures are not feasible so that such competitive bidding procedures are hereby waived with reference to such agreements.

SECTION 26: The authorizations set forth in Sections 1-26 above are deemed and declared to be severable. Any invalidity of one or more of the separate sections shall not affect the validity of the other sections of this Ordinance.

PASSED AND APPROVED this 20th day of April, 2010.

APPROVED:

_____

Mayor

ATTEST:

_____

City Clerk

The City of Fort Smith ARKANSAS

MEMORANDUM

April 20, 2010

TO: Dennis Kelly, City Administrator

FROM : Christy Deuster, Finance Department CD

SUBJECT: Outside Agency Review Panel Recommendations

The following funding recommendations have been made by the Outside Agency Review Panel from funds allocated in the adopted 2010 Budget:

Arts & Humanities	
Fort Smith Museum of History	$19,378
Fort Smith Art Center	$6,782
The Fort Smith Symphony	$14,534
Fort Smith Chorale	$6,298
Fort Smith Heritage Foundation	$4,360
Second Street Live	$10,173
Fort Smith Little Theater	$6,782
Total Arts & Humanities	$68,307

Recreation	
Fort Smith Boys and Girls Clubs	$40,052
Girls, Inc.	$18,417
Lincoln Youth Center	$16,572
The First Tee	$9,208
Total Recreation	$84,249

Social & Community Services	
Hannah House	$4,058
Fountain of Youth Adult Day Care	$9,268
Girls Shelter	$4,530
Heart to Heart Pregnancy Center	$2,380
Next Step Day Room	$8,528
Alzheimer's Association	$1,500
Crisis Intervention Center	$8,117
Community Dental Clinic	$6,822
Community Services Clearinghouse	$8,528
Children's Emergency Shelter	$5,411
Gregory Kistler Treatment Center	$4,058
Lincoln Childcare Center	$6,818
River Valley Regional Food Bank	$5,117
Total Social & Community Services	$75,135
Grand Total All Categories	**$227,689**

The total allocated from the General Fund for outside agency funding is $227,700.

Prior to disbursing to these organizations, the City attorney has advised that an agreement be executed with each organization which states the services to be provided in 2010. These agreements require each organization's books and records to be open to the public and allow review of financial statements and records by the City as necessary during the year.

Attached for the Board of Directors consideration is an ordinance authorizing the Mayor to execute agreements with each of the organizations. A copy of a blank agreement is also attached. Upon execution by the Mayor, on the City's behalf, each organization will execute their agreement.

If you have any questions or require further information, please let me know.

Attachments

pc: Kara Bushkuhl

AGREEMENT

THIS AGREEMENT made and entered into this _____day of _____, 2010, by and between the City of Fort Smith, Arkansas ("City"), and _____, a city wide, non-sectarian, incorporated, community organization ("The Community Organization"),

WITNESSETH:

WHEREAS, The Community Organization has possession and control of physical facilities suitable for providing to the City's residents certain services, as enumerated in paragraph one (1) below, which services fulfill a governmental function to provide for the health, safety, and welfare of the City's inhabitants; and

WHEREAS, the parties desire to provide a program of such services and facilities for the City's inhabitants;

NOW, THEREFORE, it is agreed by the parties that in exchange for the mutual covenants and agreements set forth below;

1. The Community Organization will provide to the City and its inhabitants, for the year 2010, a service which will provide facilities and programs as identified in its 2010 Budget application package on file in the City Clerk's office.

2. In consideration for the providing of the services described in the preceding paragraph, the City agrees to pay The Community Organization the sum of _____ in installments as follows: Lump Sum Distribution. The Community Organization shall provide to the City a six month Use of Funds Summary and a yearend Use of Funds Summary accounting how funds received were spent to benefit the City and its inhabitants.

3. It is agreed by The Community Organization that the City shall have the right, at all reasonable times, to inspect the facilities and programs being provided by The Community Organization under this Agreement, and shall have the right, at all reasonable times, to inspect the financial and other records of The Community Organization. After inspection or investigation, the City shall have the right to notify The Community Organization, in writing, of any deficiencies in the program and/or facilities provided under this Agreement, and, if such deficiencies are not cured within thirty (30) calendar days from the date of such written notice, the City shall have the absolute right to terminate this Agreement. To assist the City in monitoring its activities, The Community Organization shall, on a quarterly or more frequent basis, provide to the City Administrator, or his/her designated agent, a report of The Community Organization's financial and service activities during the period preceding such report.

4. Furthermore, the City shall have the right to cancel this Agreement upon the happening of any of the following:

a. Any substantial damage to or destruction of The Community Organization's facilities within the City by fire, wind, or other casualty; or

b. A determination by the Board of Directors that the services provided hereunder are no longer needed as a governmental function, or, otherwise, a determination by the Board of Directors that the City, for whatever reason, no

longer desires to have such services provided by The Community Organization; or

c. A determination by the Board of Directors that The Community Organization, its employees, or agents, in the providing of the services hereunder, have violated the City's policy against discrimination on the basis of age, sex, religion, race, national origin, political affiliation, handicap, veteran status, or have violated the City's policy in favor of a drug-free work place.

In addition to any of the other rights of cancellation stated herein, either party shall have the right to cancel this Agreement because of the breach by the other party of that party's obligations hereunder, such cancellation to be effective as of the date of the breach. Failure by either party immediately to declare the contract canceled by reason of a particular breach shall not preclude a party from raising that breach subsequently as a reason for cancellation. Should the Agreement be canceled, for any reason, The Community Organization understands and agrees that the City shall immediately cease paying any further monies under this Agreement, and agrees additionally The Community Organization will refund to the City, on a pro-rated basis, monies paid by the City for services not rendered by The Community Organization.

5. The Community Organization shall indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on 42 U.S.C. subsection 1983), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City property), cost of liabilities (including the City's cost with respect to its employees and cost of defending any and all such actions and proceedings described herein), arising out of or pertaining to the providing of services hereunder by The Community Organization.

6. It is agreed by the parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

7. The parties to this Agreement agree that it is not a contract of employment, but is, instead, a contract to fulfill a specific governmental purpose. Accordingly, in the performance of this Agreement, The Community Organization shall be considered an independent agent, and neither it nor its employees or agents shall be considered employees or agents of the City.

8. Because The Community Organization will be receiving monies from the City under this Agreement, The Community Organization understands that its records and meetings may become subject to the provisions of the Arkansas Freedom of Information Act.

9. It is understood and agreed by the parties that, if any part, term, or provision of this Agreement is held by The courts to be illegal or in conflict with any law of Arkansas, the entire Agreement shall by null and void.

10. This Agreement shall not be specifically enforceable in equity, by either party; nor shall any injunction be applied for or issued at the instigation of either party in case of dispute or alleged breach of this Agreement.

11. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement

shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

12. This Agreement is executed on the City's behalf by its officials as set forth below pursuant to Ordinance No. _____adopted on_____.

13. This Agreement is executed on behalf of The Community Organization by its authorized representatives set forth below pursuant to authorization contained in a resolution of the board of directors of The Community Organization, dated the_____day of_____, 2010.

IN WITNESS WHEREOF, the parties have set their hands and seals this 2nd day of March, 2010.

City of Fort Smith

By:_____
Mayor

Attest:

_____
City Clerk

_____
Name of Community Organization

By:_____
President

Attest:_____
Secretary

OUTSIDE AGENCY REVIEW PANEL

Final Report
to the
Mayor & Board of Directors of the City of Fort Smith, Arkansas

Submitted April 20, 2010

Task Force Members:

Barbara Peterson – Core Panel
Madeline Martinez – Core Panel
Peggy Weidman – Core Panel
Elizabeth Momand – Arts & Humanities
Jeromy Price – Arts & Humanities
Derrick Joe - Recreation
Steve Rinke - Recreation
Jonathan Fry – Social/Community Services
Sherry Savage – Social/Community Services

City of Fort Smith staff:
Kara Bushkuhl
Christy Deuster
Tracy Winchell

Table of Contents

Overview 4
Purpose 7
The Applications 7
  Review Standards 7
  Lessons Learned 9
  Considered Applications 9
Recreation Panel Recommendations 10
Arts & Humanities Panel Recommendations 11
Social/Community Service Panel Recommendations 12
Final remarks 13
Appendix A
Appendix B

Final Report – Corrections and Final Recommendations

In order to expedite contracts with agencies receiving funds from this program, the board on April 20 is being presented with the contracts for services as recommended by the review panel via this final report.

Please note that the only substantial change in narratives and dollar amounts is in the category of **Arts & Humanities.** The tables reflect the reintroduction of a $20,000 request from the Juneteenth Planning Commission, Inc. (JPCI) application.

On April 15, members of the Arts & Humanities review panel met to consider the JPCI application and to determine if existing metrics were sufficient or if another metric would be in order. The panel recognizes that setting metrics in this first round also sets precedence in upcoming funding cycles.

Staff identified funds for a one-time only use in this program, and communicated to the panel that whatever amount the group decided would be appropriate for the JPCI application would be covered. It would not be necessary to reduce allocations for any of the other Arts & Humanities recommendations.

The meeting to consider the JPCI application began at approximately 1:30pm, with all members present – Elizabeth Momand, Jeromy Price, Madeline Martinez, Barbara Peterson, and Peggy Weidman.

Initial comments were that the JPCI application was the broadest request of the A&H applications. Other applicants were much more specific in detailing costs and plans related to programs or services to be funded through requests for funding.

As clearly stated in the criteria adopted by the board of directors in January 2008, contracts should accomplish at least one of the following objectives:

> **Contracts** should allow the agency to accomplish at least one of these objectives:
>
> 1. **Improving, expanding, or enhancing citizen services**
> 2. **Achieving an important step in the organization's business model**
> 3. **Meeting an unexpected demand for services or facilities construction or repair**

The group determined that for the purposes of this particular pool of public funding, any expenditures tied generally to underwriting a carnival or festival entertainment would be outside the boundaries of any of these objectives.

However, the panel strongly believes that promoting literacy is an important aspect of objective #1. All panel members expressed interest in knowing more about the Partners in Education/Cultural Literacy Initiative Program. A review and discussion of the audit, budget figures, and attached grant requests to other funding sources failed to provide clarity to specific questions about PIE/CLIP and the JPCI scholarship program. The panel discussed that if more information existed about the cost of materials related to the literacy program it could have underwritten certain expenses related to the project and will be interested in doing so in future

funding cycles, given enough information about the program. The panel is also interested in learning about the qualifications and the selection process for the scholarship program.

After more than an hour of deliberation on this application, panel members determined the only choice was to decline the request for this funding cycle. However, the panel is also unanimous in its desire to see an application submitted for the 2011 funding cycle that specifically addresses the following:

1. Specific materials purchased as part of the literacy program
2. Specific cost of each item
3. Specific number of each item
4. How and where the materials are distributed
5. Rationale for determining where to distribute which items and how JPCI leadership determines the greatest need and opportunity for making a difference
6. Specific mention of any mentoring in schools or after-school programs as part of the literacy program
7. Itemized list of any ancillary expenses associated with distribution of materials or mentoring for individual students

Members of this panel have directed staff to reflect as part of this written report that this decision was very difficult and that the panel is aware that, regardless of how it communicates its rationale on this particular application, it may be construed by a few that cultural insensitivities may have played a part in the decision. However, members of the Arts & Humanities panel have directed staff to include in this report that the entire 9-member panel is representative of Fort Smith's population, ethnically, socially, and culturally.

Arts & Humanities panel members believe the fiduciary responsibility of allocating public funds must outweigh the appearance of cultural inclusiveness. Especially in the first cycle of funding, the panel members are keenly aware that decisions communicated in this report set precedence in future contract awards for many years to come.

As this meeting adjourned at 2:50pm, members were unanimous in their decision to set aside the JPCI request for funding in 2010.

Overview

In January 2007, at the board of directors' request, staff presented a series of broad-based principles that could be considered in establishing objective criteria and parameters for awarding contracts to outside agencies that provide valuable services to the City of Fort Smith.

Subsequently, in a series of board resolutions, and the involvement of a citizen task force, a citizen review panel was appointed late last year and began the work that was first discussed more than three years ago.

In fact, as part of the 2008 City of Fort Smith budget, one of the five service objectives established for the board and administration was to "approve a new results-oriented model for outside agency funding."

The full review panel is comprised of 9 individuals, as follows:

2 Arts & Humanities Specialists
2 Recreation Specialists
2 Social/Community Services Specialists
3 Core Panelists (who attended each review meeting, read all applications, and provided guidance and citizen perspective to specialists in each category)

	Prep Hours	*Meeting Hours*	*Totals*
Core Panel	33	27	60
Arts & Humanities Specialists	3	12	15
Recreation Specialists	8	8	16
Social/Community Services Specialists	34	20	54
Citizen Totals	78	67	145
Staff Totals	20	29	49
Grand Totals	98	96	194

Purpose

The review panels adhered to the criteria adopted by the board of directors in January 2008 and defined by the citizen task force as part of the application process adopted in May 2009.[1]

> The purpose of partnering with local service agencies is to enable and assist non-profit organizations providing specialized services to citizens. These services are deemed by the City of Fort Smith Board of Directors to be either necessary or beneficial to the economic, social or cultural well-being of Fort Smith, its citizens and guests of the community.
>
> **Contracts** should allow the agency to accomplish at least one of these objectives:
>
> 4. **Improving, expanding, or enhancing citizen services**
> 5. **Achieving an important step in the organization's business model**
> 6. **Meeting an unexpected demand for services or facilities construction or repair**

The Applications

Of the applications submitted for the 2010 funding cycle, **ten** were from organizations that had not in previous years received funding from this program. The review panel recommends that the city enter into a contract for services agreement with **seven** of these organizations. Two organizations which have historically received funding from this program did not apply for funding in 2010.

Review Standards

As demonstrated by the quality of applications, the organizations providing services within the framework of this funding source exceeds the City of Fort Smith's ability to provide financial remuneration for each program, no matter how worthwhile the services.

One of the most difficult tasks was to set a standard for accepting applications. The process is in its first year, and the review panel has tried to balance the need to set a precedent that allocation of public funds is to be taken seriously and that the individuals completing applications on behalf of non-profit organizations are often under-staffed or are volunteering their time and talents.

Of the 29 applications reviewed by the full 9-member panel on February 11, the committee ultimately determined that 5 would not be declared as eligible applications.

Two were deemed to have submitted inaccurate or incomplete applications and three requests were deemed to have been projects beyond the scope of this program's intent.

1. Southwest Service Dogs (Incomplete application and lack of required documentation)

[1] Overall Program Purpose and Goals attached as Exhibit A

2. Western Arkansas Ballet (Checked that a 990 was included in the packet, but the document was left out of the final application)

Disqualifying an application because of a clerical error may be viewed as a harsh decision for individuals representing organizations offering much-needed and valued services for the community. However, only 2 of the 30 applications were found to have contained errors or omissions and the review panel was unanimous in its decision that granting exceptions to any of the three would have been unfair to the 28 organizations who submitted properly completed applications.

3 Social/Community Services applications were not considered, on the basis that the requests were beyond the scope and reach of this specific program. Specialists Jonathan Fry and Sherry Savage recommended that core panel members concentrate on two overriding considerations - keeping requesting agencies' doors open, awarding contracts to appropriate first-time requestors, and limiting the use of these limited tax dollars to human needs.

Therefore, these applications were set aside by the Social/Community Services Panel:

1. Bost Hand in Hand – playground expansion acknowledges the existence of a small playground that doesn't constitute an immediate need, and may be better suited in the next funding cycle in the recreation category.
2. Bost Adult Day Care – while the request for a "Sensory Studio Project" seems like a worthy project, the panel found that this project is "not vital for service continuation."
3. River Valley Animal Welfare Coalition – even though this organization performs a valuable and humane service for pets, the service does not constitute "direct human assistance." Therefore, municipal tax dollars should not be used to assist this program, especially in the face of overwhelming human needs.

	# Accepted Applications	*Requests*	*Available Funds*	*Difference*
Arts & Humanities	8	$ 95,000	$ 68,310	$ (26,690)
Recreation	4	$ 91,500	$ 84,249	$ (7,251)
Social/Community Services	16	$ 266,885	$ 75,141	$(191,744)
TOTALS	**28**	**$ 453,385**	**$ 227,700**	**$(225,685)**

Lessons Learned

In future funding cycles, the review panel has discussed unsealing all applications within a few days of the submission deadline and, in the event of a question or error will provide each organization 24 hours to submit a missing document or correct a simple mistake. This scenario would provide all entities the same opportunity. Staff has kept a list of "lessons learned" topics for a planned workshop[2], so that panelists and staff will have an opportunity to work with applicants and potential applicants prior to the next funding cycle.

In fact, dates for the next funding cycle (2011 budget) are tentatively set, as follows:

Aug 02, 2010 Applications go out to agencies

Aug 12, 2010 Workshop for all agencies interested in applying

Sept 15, 2010 Completed applications returned to City of Fort Smith

Sept 16, 2010 9-member review panel meets to inspect applications

Considered Applications

The summary table in this section provides a snapshot of the number of ***considered*** applicants within each category, the allocation percentages the mayor and board have approved for this specific funding cycle, the computed dollar amounts available for each category, the amounts requested, and the difference between available funds and the amount requested.

Each category has specific goals and objectives because each service category fills a different community need. While this panel has worked to allocate funds consistently, fairly, and objectively, it is also noted that each category may require slightly different rationale for determining eligibility and assigning an appropriate contract amount.

	# Considered	*Allocation %*	*Requests*	*Available Funds*	*Difference*
Arts & Humanities	8	30	$ 95,000	$ 68,310	$ (26,690)
Recreation	4	37	$ 91,500	$ 84,249	$ (7,251)
Social/Community Services	13	33	$ 177,990	$ 75,141	$(102,849)
TOTALS	**25**	**100**	**$ 364,490**	**$ 227,700**	**$(136,790)**

[2] Brief outline of proposed workshop parameters and agenda items are attached as Exhibit B

Recreation Panel Recommendations

Allocation 37% = $84,249 - 4 eligible applications

During the second full panel meeting (February 11), as other review panelists continued to inspect the applications for the first time, the two recreation specialists discussed their four applications and by the following week's formal meeting were prepared to offer the following recommendations to the three core panelists:

Organization	*Requested*	*Recommended*	*Difference*
Fort Smith Boys & Girls Club	$ 43,500	$ 40,052	$ (3,448)
Girls Inc	$ 20,000	$ 18,417	$ (1,583)
Lincoln Youth Center	$ 18,000	$ 16,572	$ (1,428)
First Tee	$ 10,000	$ 9,208	$ (792)
TOTALS	**$ 91,500**	**$ 84,249**	**$ (7,251)**

Recreation specialists Steve Rinke and Derrick Joe reviewed each application and found that "each organization provides unique service attributes" and, while there is some overlap between youth participants, that each organization meets specific needs for some clients. Both commented that the services these organizations provide are valuable to the community, in that youth are provided with multiple opportunities to participate in a wide variety of recreational activities, to learn about teamwork, leadership, and important life skills.

In arriving at the figures presented above, Mr. Rinke and Mr. Joe compared the amounts requested on each application, compared the number of people served (as provided in the application), and took into account the other funding sources available to each organization.

Regarding the determination for funding awards, Mr. Rinke and Mr. Joe arrived at each dollar amount simply by reducing each request by approximately 9%.

All three core panelists, Peggy Weidman, Barbara Peterson, and Madeline Martinez agreed that these allocation recommendations are fair, and that each organization provides valuable services and that the citizens of the City of Fort Smith benefit from the programs provided to clients served by each of these organizations.

Arts & Humanities Panel Recommendations

Allocation 30% = $68,310 - 8 eligible applications

Organization	*Requested*	*Recommended*	*Difference*
Fort Smith Museum of History	$ 20,000	$ 19,378	$ (622)
Fort Smith Heritage Foundation	$ 4,500	$ 4,360	$ (140)
Fort Smith Symphony Assoc	$ 15,000	$ 14,534	$ (466)
Fort Smith Art Center	$ 7,000	$ 6,782	$ (218)
Fort Smith Little Theatre, Inc	$ 7,000	$ 6,782	$ (218)
Fort Smith Chorale	$ 6,500	$ 6,298	$ (202)
Juneteenth Planning Commission	$ 20,000		$ (20,000)
Second Street Live	$ 15,000	$ 10,173	$ (4,827)
TOTALS	**$ 95,000**	**$ 68,307**	**$ (26,693)**

Members of the review panel opened the discussion by observing that all applicants serve a constituency and that each is important to the community.

Discussions began with specific attributes of each application. For instance, one request was for less than 10% of the total cost of a specific project mentioned in the application. Another organization showed that more than half of its budget was payroll expenses – not necessarily a negative, but may need a stated rationale in future applications, especially since most organizations operated with much lower percentages (with payrolls accounting for approximately 30% of budgets).

Discussions like this were countered by observations about other funding sources, to include special events, capital campaigns, admission charges, number of individuals attending functions, and how many annual performances, shows, or events are hosted by each organization.

In addition, the panel expressed an interest in seeing specific examples of community involvement in classrooms, neighborhoods, and collaborative events and activities with other nonprofit organizations.

On March 29th, expert panelists Elizabeth Momand and Jeromy Price met with city staffers to finalize formal recommendations for presentation to the core panel on April 5.

Mrs. Momand observed that three organizations were specifically seeking funding for utilities and that two of those applications noted that the amount requested was estimated to have covered 70% of the organization's annual utility expenses. Therefore, it was recommended that the third entity seeking funding for annual utilities expenses have the requested amount cut by 30%, to match the other requests.

With that reduction, the requests were still approximately 3% above the amount available for distribution. Therefore, Mrs. Momand and Mr. Price recommended that all organizations' awards be computed at the exact amount (.9689) over the panel's allotment of funds. Core panelists concurred with the recommendation.

Social/Community Service Panel Recommendations

Allocation 33% = $68,310 - 13 eligible applications

Organization	*Requested*	*Recommended*	*Difference*
Hannah House	$7,500	$4,058	-$3,442
Fountain of Youth Adult Day Care	$17,330	$9,268	-$8,062
Girls Shelter	$9,060	$4,530	-$4,530
Heart to Heart Pregnancy Center	$8,000	$2,380	-$5,620
Next Step Day Room	$26,000	$8,528	-$17,473
Alzheimer's Association	$5,000	$1,500	-$3,500
Crisis Intervention Center	$15,000	$8,117	-$6,884
Community Dental Clinic	$20,000	$6,822	-$13,178
Community Services Clearinghouse	$25,000	$8,528	-$16,473
Children's Emergency Shelter	$10,000	$5,411	-$4,589
Gregory Kistler Treatment Center	$7,500	$4,058	-$3,442
Lincoln Child Care Center	$12,600	$6,818	-$5,782
River Valley Regional Food Bank	$15,000	$5,117	-$9,884
TOTALS	**$177,990**	**$75,133**	**-$102,857**

By far, the time spent reviewing, discussing, and deliberating the proposals submitted under this category were the most challenging – not only in terms of the number of requests as measured against the funds allocated, but also in terms of basic human needs being met by the organizations represented in the applications.

However, because of the preparation work completed by the two specialists – Jonathan Fry and Sherry Savage – the 7 member panel's meeting on March 16 was completed in about an hour and a half and a firm consensus was reached.

The panel was methodical in setting amounts and set aside funds according to the following priorities:

1. Fixed amounts were awarded to organizations demonstrating on the applications a direct impact on a specific number of people
2. Organizations serving the Greater Fort Smith Region had requests reduced by a factor of 65.89% - a percentage greater than the computation necessary to balance the funds available against the requested amounts. The panel determined that, while Fort Smith has a responsibility to be regional in its approach, the purpose of this program is to give funding priority to Fort Smith residents. By allocating the dollar amounts in this manner, the panel is meeting its self-defined priority to "help keep the doors open" for regional organizations serving Fort Smith residents, while also preserving meaningful dollar amounts to agencies providing critical human services needs to local organizations serving Fort Smith citizens.
3. All other organizations had requested amounts reduced by a factor of 45.89% - which brought the final allocation amount to $7.64 under the funds available for award.

Final remarks

The volunteer review panel recognizes that all applicants contribute to the economic, social, and cultural well-being of Fort Smith, its citizens, and guests of the community.

As defined by the Fort Smith Board of Directors, the review panel process is tasked with enabling and assisting non-profit organizations providing specialized services to citizens.

The implementation has required much time on the part of citizen panelists and city staff. Decisions have been difficult. However, this document represents the best thinking and deliberation from a diverse group of individuals with a variety of interests and skill sets.

Therefore, the panel is confident that the recommendations are representative of how a similar group of Fort Smith citizens would decide if they were afforded the time to study, ask questions, and decide how to prioritize a finite sum of public funds dedicated to this mission.

EXHIBIT A

OVERALL PROGRAM PURPOSE AND GOALS

The purpose of partnering with local service agencies is to enable and assist non-profit organizations providing specialized services to citizens. These services are deemed by the City of Fort Smith Board of Directors to be either necessary or beneficial to the economic, social or cultural well-being of Fort Smith, its citizens and guests of the community.

Contracts should allow the agency to accomplish at least one of these objectives:

7. **Improving, expanding, or enhancing citizen services**
8. **Achieving an important step in the organization's business model**
9. **Meeting an unexpected demand for services or facilities construction or repair**

Beyond these overarching goals for the entire program, it is recommended that the board of directors adopt a set of similar criteria for each category, providing more specific parameters by which each committee recommends award of contracts to applicants.

Arts & Humanities Purpose and Goals

Contracts should encompass at least one of the following objectives:

1. Recruitment and retention of knowledge-based workers
2. Recruitment and retention of health care professionals
3. Increasing accessibility of arts & humanities programs to the entire community, including non-traditional populations

Recreation Purpose and Goals

Contracts should encompass at least one of the following objectives:

1. Enhancing an organization's ability to serve youth recreation leagues for current and future generations
2. Expanding a facility to accommodate larger regional events
3. Providing permanent facilities enhancements for recreational programs for all ages

Social & Community Services Purpose and Goals

Contracts should encompass at least one of the following objectives:

1. Improving an organization's ability to provide niche services for citizens with special needs
2. Expanding an organization's ability to train local service agency employees, volunteers, and board members to better fulfill service and self-sustainably objectives

EXHIBIT B

LESSONS LEARNED AND RECOMMENDATIONS

Workshops for potential applicants

1. Mandatory attendance
2. Requirements for submission
3. Examples of well-prepared applications
    a. Organization of application
    b. Clarity of request
4. Content guidance
    a. Selecting a category
    b. Specific information that influences panelists – must be specific to each category
    c. Making your case with a succinct and well-researched narrative

Recommendations

1. Establish firm deadlines for the full process

    Aug 02, 2010 Applications go out to agencies
    Aug 12, 2010 Workshop for all agencies interested in applying
    Sept 15, 2010 Completed applications returned to City of Fort Smith
    Sept 16, 2010 9-member review panel meets to inspect applications

2. Set full panel meeting within 3 working days following application deadlines so panelists can direct staff to quickly resolve any potential clerical mistakes or misunderstandings within the applications
3. Provide panelists and applicants with standards of conduct during the review process (specifically between the time applications are submitted and recommendations are announced). Each application must speak for itself. Panelists will contact applicants during the review process if a clarification is needed.

2.

RESOLUTION NO. _____

RESOLUTION ADOPTING THE AUDIT ADVISORY COMMITTEE CHARTER

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

The Audit Committee Charter attached to this Resolution is hereby approved and adopted.

Passed and approved this ___ day of _____, 2010.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
City Attorney

The City of Fort Smith ARKANSAS

MEMORANDUM

DATE: April 7, 2010

TO: Mayor Baker, Board of Directors, Dennis Kelly, Ray Gosack

FROM: Mitzi Kimbrough, Internal Auditor

SUBJECT: Audit Advisory Committee

The attached resolution is proposed per the Audit Advisory Committee. Government Finance Officers Association recommends that all audit committees adopt a charter documenting their purpose, authority, organization, and responsibility. The committee discussed this charter and respectfully submits it for your adoption. Current members of the Audit Advisory Committee include Director Steve Tyler, Director Don Hutchings, Chairman Ken Pyle, Lavon Morton, George Moschner, and Monte Watts.

The committee also discussed the importance of the Audit Advisory Committee and determined that they would like to include one more Board member from the City of Fort Smith to serve on this committee making the total Board members on the committee to be three(3) as per the attached ordinance.

THE CITY OF FORT SMITH, ARKANSAS

AUDIT ADVISORY COMMITTEE CHARTER

Approved by the City Board of Directors and effective as of April 20, 2010

PURPOSE

The Audit Advisory Committee ("Committee") shall assist the Board of Directors in fulfilling its oversight responsibilities relating to the financial reporting process, the systems of internal accounting and financial controls, the performance of the City's internal audit process and independent auditors, and the City's process for monitoring compliance with laws and regulations including the code of business conduct.

Management of the City, and not the audit committee, is responsible for the preparation, presentation and integrity of the City's financial statements. City management is responsible for maintaining appropriate controls and procedures designed to assure compliance with accounting standards and applicable laws and regulations. It is not the duty or responsibility of the audit committee or its members to conduct auditing or accounting reviews or procedures and each member of the audit committee shall be entitled to rely on the integrity of those persons and organizations within and outside the City organization from which it receives information as well as the accuracy of the financial and other information provided to the audit committee by any person or organization absent actual knowledge to the contrary.

AUTHORITY

In discharging its oversight role, the Committee has authority to conduct or authorize investigations or take any other action into any matters within its scope of responsibility that it deems appropriate. It is empowered to:

- Evaluate, recommend and oversee the engagement of any accounting firm employed by the City to perform independent auditing services.
- Resolve any disagreements between City management and the auditor regarding financial reporting.
- Retain independent counsel, accountants, or others to advise the committee or assist in the conduct of an investigation, if considered necessary.
- Seek any information it requires from employees-all of whom are directed to cooperate with the Committee's or external party's requests.
- Meet with City management, external auditors, internal auditors, or outside counsel, as necessary.

ORGANIZATION

This Charter governs the operation of the Committee. The Committee shall review and reassess the Charter at least annually and obtain the approval of the Board of Directors for any changes. The Committee will be comprised of three members from the Board of Directors and up to a maximum of four advisory members from the community that possess appropriate professional background and competence to provide advice and counsel. The city administrator shall nominate committee members and the Board of Directors shall appoint committee members. At

least one member shall be a financial expert. A financial expert is defined as having past employment experience in finance or accounting, requisite professional certification in accounting, or any other comparable experience or background which results in the individual's financial competence.

Each Committee member will be both independent and financially literate. The Committee will select a chairman annually.

MEETINGS

The Committee will meet at least two times annually or more frequently as circumstances dictate. As part of its responsibility to foster open communication, the Committee should meet at least annually with management and the independent auditors in separate sessions to discuss any matters that the Committee or either of these groups believe should be discussed. In addition, the Committee will invite members of management, auditors or others to attend meetings and provide pertinent information as necessary.

RESPONSIBILITIES

The Committee's responsibilities are as follows:

Financial Statements

- Review significant accounting and reporting issues, including complex or unusual transactions and highly judgmental areas, and recent professional and regulatory pronouncements, and understand their impact on the financial statements.
- Review with management and the external auditors the results of the audit, including any difficulties encountered.
- Review the annual financial statements, and consider whether they are complete, consistent with information known to Committee members, and reflect appropriate accounting principles.
- Review other sections of the annual report and related regulatory filings before release and consider the accuracy and completeness of the information.
- Review with management and the external auditors all matters required to be communicated to the committee under U.S. generally accepted auditing standards.

Internal Controls

- Consider the effectiveness of the City's internal controls systems, including information technology security and controls.
- Understand the scope of internal and external auditors' review of internal controls over financial reporting, and obtain reports on significant findings and recommendations, together with management's responses.

Internal Audit

- Review with management and the Internal Auditor the charter, activities, staffing, and organizational structure of the internal audit function.

- Review and submit the annual audit plan for approval by the Board of Directors not later than November each year.
- Ensure there are no unjustified restrictions or limitations, and review and concur in the appointment, replacement, or dismissal of the Internal Auditor.
- At least once per year, the Committee will review the performance of the Internal Auditor. This review will be provided to the City Directors and reviewed in an executive session near the anniversary of the Internal Auditor.
- Receive reports written by the Internal Auditor and review the effectiveness of the internal audit function.
- Meet separately with the Internal Auditor, as necessary, to discuss any matters that the Committee or Internal Auditor believes should be discussed.

External Audit

- Review the external auditors' proposed audit scope and approach, including coordination of audit effort with internal audit.
- Review the performance of the external auditors, and submit final recommendations to the Board of Directors on the appointment or discharge of the auditors.
- Review and confirm the independence of the external auditors by obtaining statements from the auditors on relationships between the auditors and the city, including non-audit services, and discussing the relationships with the auditors.
- Meet separately with the external auditors, as necessary, to discuss any matters that the Committee or auditors believe should be discussed.

Compliance

- Review the effectiveness of the system for monitoring compliance with laws and regulations and the results of management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.
- Review the findings of any examinations by regulatory agencies, and any auditor observations.
- Review the process for communicating the code of business conduct to City personnel, and for monitoring compliance therewith.
- Annually, or as needed, obtain updates from management and city legal counsel regarding compliance matters.

Reporting Responsibilities

- Regularly report to the Board of Directors about Committee activities, issues, and related recommendations.
- Provide an open avenue of communication between internal audit, the external auditors, management, and the Board of Directors.
- Review any other reports the City issues that relate to Committee responsibilities.

Other Responsibilities

- Perform other activities related to this charter as requested by the Board of Directors.
- Institute and oversee special investigations as needed.
- Review and assess the adequacy of the Committee charter annually, requesting Board of Director approval for proposed changes, and ensure appropriate disclosure as may be required by law or regulation.
- Confirm annually that all responsibilities outlined in this Charter have been carried out.
- Evaluate the Committee's performance on a regular basis.

3.

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 2-292 OF THE FORT SMITH MUNICIPAL CODE TO INCREASE THE NUMBER OF MEMBERS FROM THE BOARD OF DIRECTORS ON THE AUDIT ADVISORY COMMITTEE

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

SECTION 1: AMENDMENT TO THE CODE:
Section 2-292 of the Fort Smith Municipal code is hereby amended to read:

The audit advisory committee shall be composed of (7) members, three (3) of whom shall be current members of the board of directors and four (4) of whom shall be other citizens of the city. At least one (1) of the non-board members shall be a financial expert.

SECTION 2: TERM:
The initial appointment for the new position on the Audit Advisory Committee shall be for a term beginning on appointment and expiring December 31, 2010. Thereafter, appointments shall be as provided in Section 2-294 of the Fort Smith Municipal Code.

Passed and Approved this _____ Day of _____, 2010.

Approved

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form
JSC
Publish 1 time

4A.

RESOLUTION NO._____

A RESOLUTION ACCEPTING BID AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE CONSTRUCTION OF A PARKING LOT AT 115 NORTH 2ND STREET

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

SECTION 1: The bid of Wilson Brothers Construction Company, Inc., for the construction of a parking lot at 115 North 2nd Street in the amount of $208,500.00 is accepted.

SECTION 2: The Mayor is authorized to execute a contract with Wilson Brothers Construction Company, Inc., subject to the terms set forth in Section 1 above.

THIS RESOLUTION ADOPTED THIS _____DAY OF APRIL, 2010.

APPROVED:

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:

City Attorney
No Publication required

MEMORANDUM

To: Dennis Kelly, City Administrator
From: Wally Bailey, Director of Development Services
Date: April 15, 2010
Subject: Parking Lot at 115 North 2nd Street

The subject project consists of the construction of a parking lot at 115 North 2nd Street. The project is located on property that was generously donated from the Griffin Charitable Organization and Second Street Live, Inc.

The project includes a 46-space parking lot with landscaping and new sidewalks. A copy of the project site plan is attached. The parking lot can be used for many downtown and river front activities including events at the Pavilion Building and Second Street Live.

This project was approved in the 2010 budget and is funded by the city's share of the county sales tax allocated for downtown improvements.

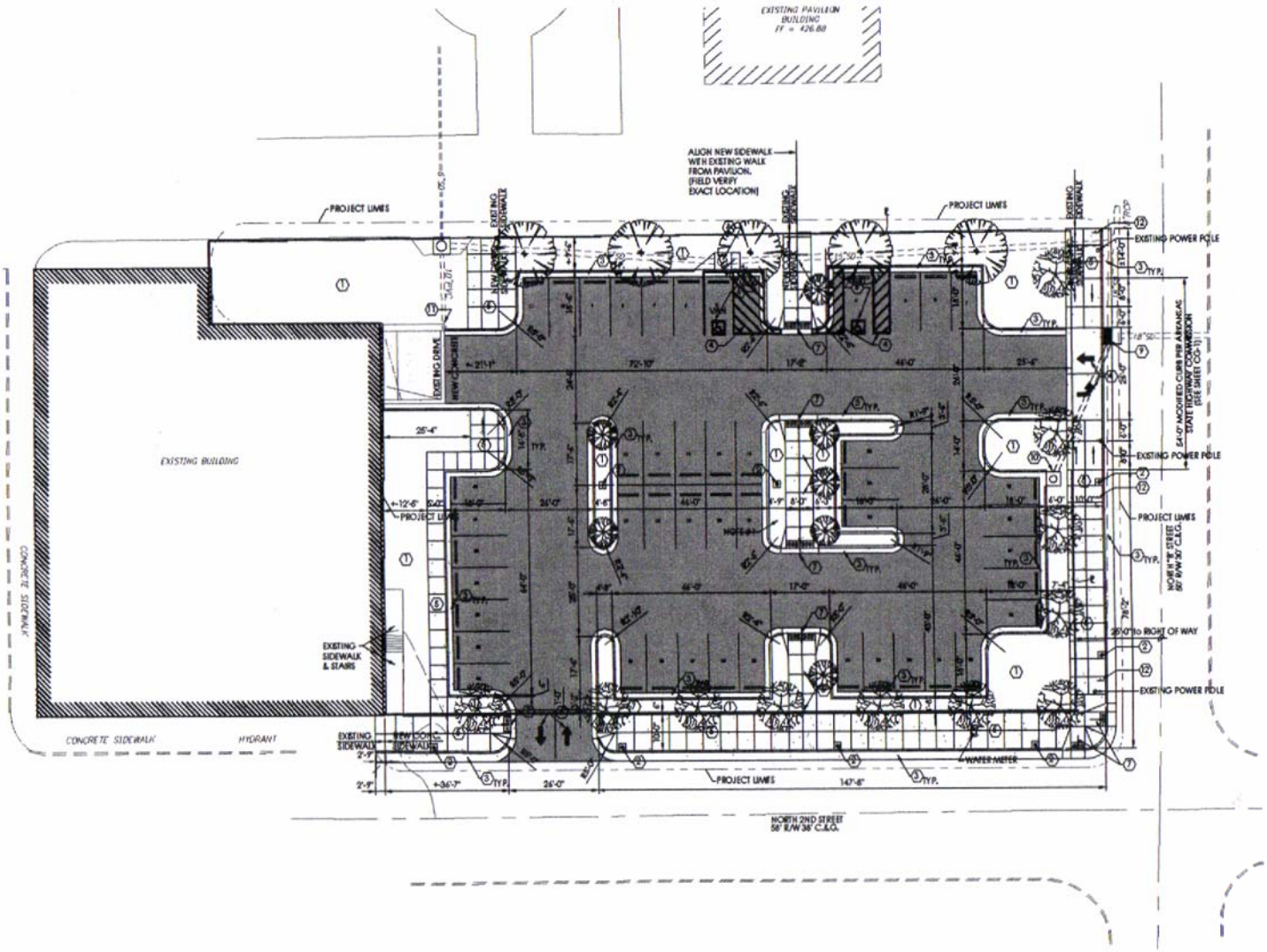
We advertised the project and received bids from eight (8) general contractors. A copy of the bid tab is attached. The lowest bid received is from Wilson Brothers Construction Company, Inc. for the amount of $208,500.00.

After reviewing the bid documents and discussing the bid with the low bidder, we recommend awarding the construction contract to Wilson Brothers Construction Company, Inc.

A resolution authorizing the Mayor to execute the contract will be on the Board of Director's April 20, 2010 regular business meeting agenda.

Please contact me if you have any questions.

This drawing shall not be reproduced, published, stored in an electronic format, or used in any way without written permission of the Architect - MARIO Architecture Inc.



DIMENSION PLAN

1/16" = 1'-0"

NOTE: ALL DIMENSIONS ARE SHOWN TO BACK OF CURB

CONSTR

GENERAL

1. GREEN SPACE OR PLANTING AR
2. LIGHT POLE SEE ELECTRICAL DW
3. NEW CONC. CURB AND GUTTER
4. PAINTED MARKINGS
5. NEW CONC. SIDEWALKS
6. PROVIDE PAINTED HANDICAPPE
7. SEE DETAILS 9,10,11 on SHEET A.5
8. EXISTING CONC. INLET BOX ADD OF FORT SMITH DWG DR1,2,&3 T
9. REMOVE EXISTING CONC. INLET SHAPE OF INLET BOX TO MODIFIE SEE ARKANSAS STATE HIGHWAY JUNCTION BOX DETAILS. ADD NE DRAINAGE INLET WHERE SHOWN
10. NEW CONC. INLET BOX w/ 18" R DWG DR1,2,&3 TYP. DETAILS.
11. 2'-0" WIDE x 4'-4" EXISTING STONE PROVIDE SQUARE END.
12. REINSTALL EXISTING SIGNAGE.

Final Construction Documents

BID TABULATION

115 North 2nd Parking Lot
FORT SMITH, ARKANSAS

April 13, 2010

CONTRACTORS:	FORSGREN INC	CRAWFORD CONST.	STEVE BEAM CONST.	T-N-T, INC.	TOWNSHIP BUILDERS	HUDSON EXCAVATION	WILSON BROTHERS	HARRIS COMPANY
BASE PROPOSAL:	$ 271,200.00	$ 213,335.00	$ 221,170.00	$ 235,107.	$ 281,730.00	$ 216,716.27	$ 208,500.00	$ 241,185.00

4B

RESOLUTION _____

A RESOLUTION TO ACCEPT THE BIDS AND AUTHORIZE CONTRACTS FOR THE CONSTRUCTION OF STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 10-03-D

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

SECTION 1: The bid of Forsgen, Inc., received April 13, 2010, for the construction of Street Overlays/Reconstruction, Project No. 10-03-D, in the amount of $1,529,693.94 be accepted.

SECTION 2: The Mayor is authorized to execute a contract with Forsgren, Inc., subject to the terms set forth in Section 1 above.

SECTION 3: The bid of Data Testing, Inc., received April 13, 2010, for quality control testing services for the construction of Street Overlays/Reconstruction, Project No. 10-03-D, in the amount of $4,660.00 be accepted.

SECTION 4: The Mayor is authorized to execute a contract with Data Testing, Inc., subject to the terms set forth in Section 3 above.

SECTION 5: Payment for construction authorized by Section 1 and Section 3 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this _____ day of April, 2010.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☒ No Publication Required
☐ Publish ____ Times

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering SS

DATE: April 14, 2010

SUBJECT: Street Overlays/Reconstruction
Project No. 10-03-D

The above subject project consists of asphalt street overlays, reconstruction and minor drainage improvements to the streets listed on the attached sheet and shown on the attached exhibit. The total length of streets to be improved is approximately 2.5 miles.

Construction plans and specifications were prepared by Brixey Engineering. An advertisement was published and bids were received on April 13, 2010. Eight contractors requested plans and specifications and four bids were received which are summarized as follows:

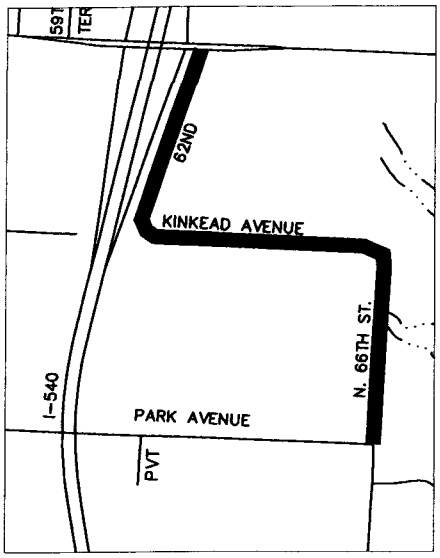
CONTRACTOR	AMOUNT	CONTRACTOR	AMOUNT
1. Forsgen, Inc. Fort Smith, AR	$1,529,693.94	3. Steve Beam Construction Barling, AR	$1,989,665.50
2. Wilson Brothers Alma, AR	$1,647,390.88	4. Township Builders, Inc. Little Rock, AR	$2,080,215.00
	Engineer's Estimate	$1,888,994.00	

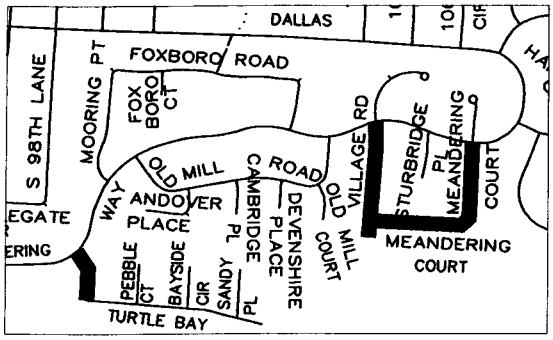
I recommend that the lowest bid be accepted and that the construction contract be awarded to Forsgren, Inc. The estimated notice to proceed date for this contract is May 10, 2010. Based on the contract duration of 210 days, the estimated completion date would be December 6, 2010.

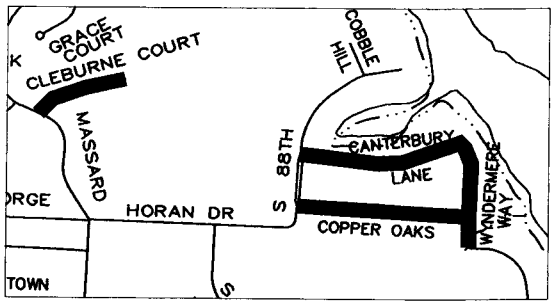
Also, three bids were received on April 13, 2010, for project quality assurance testing. They are summarized as the follows:

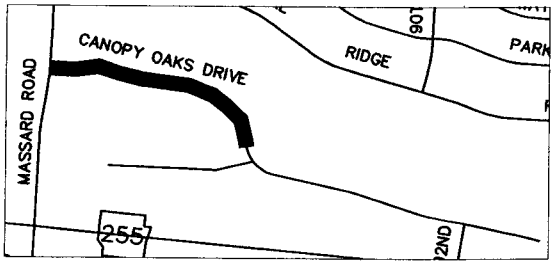
TESTING FIRM	AMOUNT
Data Testing, Inc. Fort Smith, AR	$4,660.00
Ark-Con Testing Van Buren, AR	$4,662.00
G.T.S., Inc. Van Buren, AR	$12,750.00

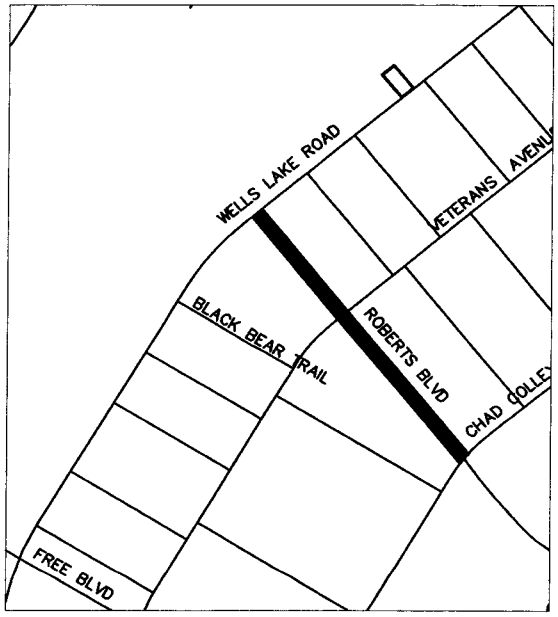
I recommend that the quality assurance testing contract be awarded to Data Testing, Inc., in the amount of $4,660.00. Attached is a Resolution to accomplish the above recommendations. Funds are available in the Sales Tax Program (1105) for the construction and testing.











2010 CAPITAL IMPROVEMENTS PROGRAM

STREET OVERLAYS/RECONSTRUCTION

The City of Fort Smith Arkansas

Project:	10-03-D
Date:	OCT. 2009
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2010\2010 STREET PROJECTS.dwg 04/14/10-10:09 RBR 10-03-D

2010 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 10-03-D

STREET	FROM	TO	LENGTH
COPPER OAKS LN.	88TH ST.	WYNDERMERE WAY	1,126
CANTERBURY COVE	88TH ST.	WYNDERMERE WAY	1,070
WYNDERMERE WAY	CANTERBURY COVE	END OF ROAD	732
CLEBURNE CT.	MASSARD RD.	END OF ROAD	631
MEANDERING CT.	VILLAGE RD.	MEANDERING WAY	1,181
VILLAGE RD.	END OF ROAD	MEANDERING WAY	779
TURTLE BAY DR.	MEANDERING WAY	1/2 way to PEBBLE CT.	342
CANOPY OAKS DR.	MASSARD RD.	Alley before MEADOW OAKS LN.	1,315
ROBERTS BLVD.	WELLS LAKE RD.	CHAD COLLEY BLVD.	2,050
62ND ST.	KINKEAD AVE.	GRAND AVE.	1,373
KINKEAD AVE.	62ND ST.	66TH ST.	1,451
66TH ST.	PARK AVE.	KINKEAD AVE.	1,339

4C

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A TIME EXTENSION FOR THE CONSTRUCTION OF GREENWOOD AVENUE IMPROVEMENTS MIDLAND BOULEVARD TO COUNTRY CLUB AVENUE, PROJECT NO. 02-03-A

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

SECTION 1: A time extension with Forsgren, Inc., for the Greenwood Avenue Improvements, Midland Boulevard to Country Club Avenue, Project No. 02-03-A, which increases the contract time by 45 calendar days, is hereby approved.

This Resolution adopted this _____ day of April, 2010.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☑ No Publication Required
☐ Publish ____ Times

4D

RESOLUTION _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF GREENWOOD AVENUE IMPROVEMENTS MIDLAND BOULEVARD TO COUNTRY CLUB AVENUE
PROJECT NO. 02-03-A

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the Greenwood Avenue Improvements, Midland Boulevard to Country Club Avenue, Project No. 02-03-A, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $262,994.85 to the contractor, Forsgren, Inc., for the Greenwood Avenue Improvements, Midland Boulevard to Country Club Avenue, Project No. 02-03-A.

This Resolution adopted this _____ day of April, 2010.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____
☒ No Publication Required
☐ Publish ____ Times

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering SS

DATE: April 14, 2010

SUBJECT: Greenwood Avenue Improvements
Midland Boulevard to Country Club Avenue
Project No. 02-03-A

This project consisted of street improvements to Greenwood Avenue from Midland Boulevard to Country Club Avenue. The work included street overlay/reconstruction, associated curb, gutter and sidewalk replacement and minor drainage improvements. Greenwood Avenue was also widened between Grand Avenue and North "O" Street to allow a center turn lane. A location map and project summary sheet are attached.

New traffic signals were installed at the intersections of Greenwood Avenue with Kinkead Avenue and Park Avenue. Traffic signal upgrades were also provided at the intersections of Greenwood with Midland Boulevard, North "O" Street, Grand Avenue, North "E" Street and Dodson Avenue.

The project was substantially complete on March 5, 2010. The contractor requested an additional 45 days beyond the January 19, 2010 contract completion date due to significant weather delays during this project. Staff concurs that the 45 days are warranted.

Attached is a Resolution to authorize a time extension, accept the project as complete and authorize final payment to the contractor. I recommend that the Resolution be accepted by the Board at the next regular meeting.

Enclosures

PROJECT SUMMARY

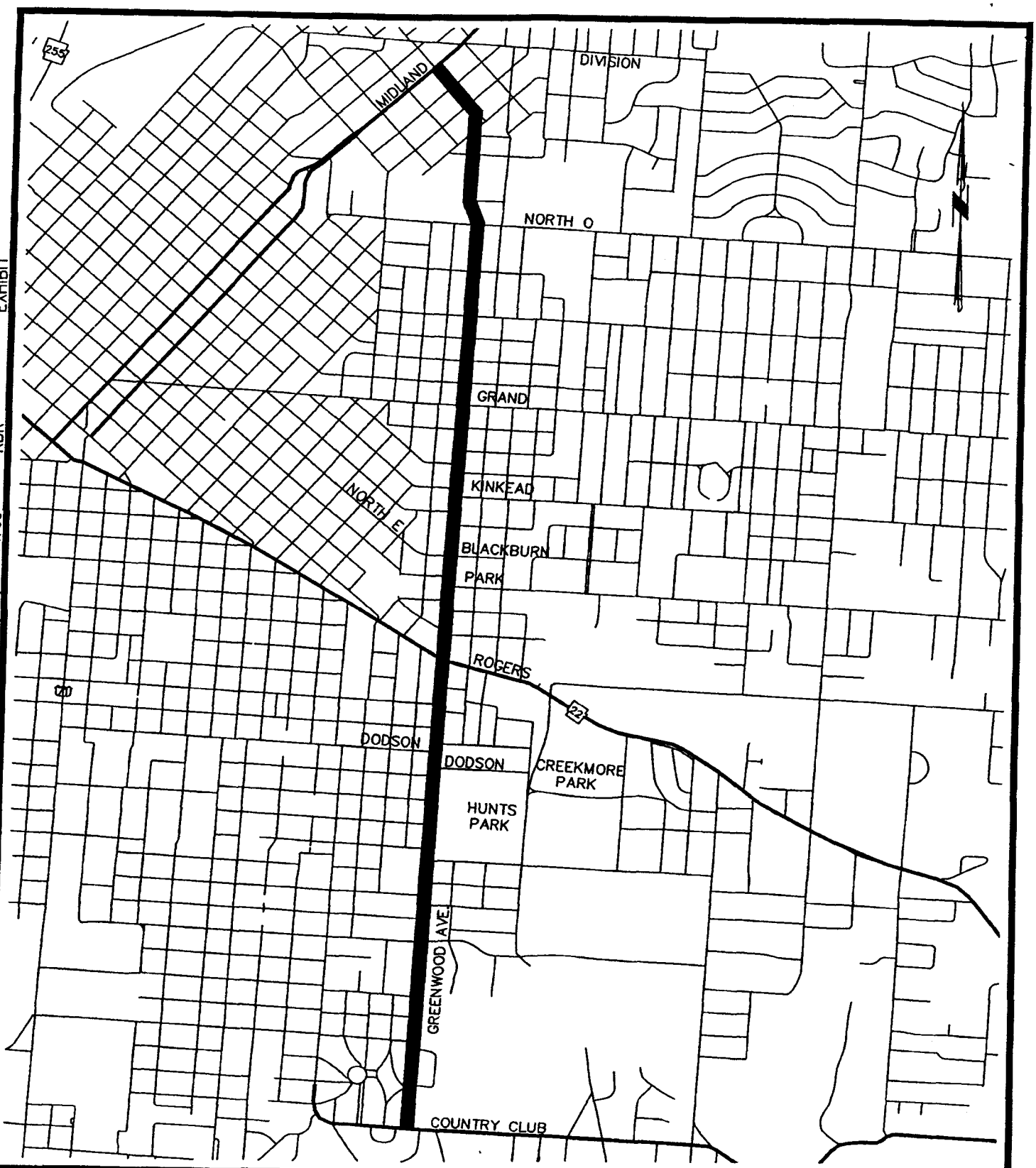
City of Fort Smith

Project Status:	Complete	Project name:	Greenwood Avenue
Today's Date:	4/13/2010	Project number:	02-03-A
Staff contact name:	Stan Snodgrass	Project engineer:	Hawkins-Weir Engineering
Staff contact phone:	784-2225	Project contractor:	Forsgren, Inc.
Contract time (no of days):	365		
Notice to proceed issued:	1/19/2009		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$5,479,789.45	11/06/2008	1/19/2010
Change orders:			
1			
2			
3			
Adjusted contract amount	$5,479,789.45		
Payments to date (as negative):	$5,132,328.24		
Amount of this payment	$262,994.85		
Contract balance remaining	$84,466.36		
Retainage held	0%		
Final payment	$262,994.85		
Amount under original as a percentage	1.5%		

Final Comments:

The project was substantially complete on March 5, 2010. The contractor requested an additional 45 days beyond the January 19, 2010 contract completion date due to significant weather delays during this project. Staff concurs that the 45 days are warranted.



GREENWOOD AVENUE IMPROVEMENTS
MIDLAND BLVD. TO COUNTRY CLUB
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	02-03-A
Date:	NOVEMBER 2008
Scale:	NONE
Drawn By:	RBR

G:\...WINGS\CIP\02-03-A Greenwwod Ave\Overlay\ 11/13/08-14:09 RBR EXHIBIT

4E

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE CONSTRUCTION OF STREET OVERLAYS/RECONSTRUCTION PROJECT NO. 09-03-C

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

SECTION 1: Change Order No. 1 with Forsgren, Inc., for Street Overlays/Reconstruction, Project No. 09-03-C, which increases the contract amount by $21,990.90 to an adjusted contract amount of $1,714,926.90, is hereby approved.

This Resolution adopted this _____ day of April, 2010.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☑ No Publication Required
☐ Publish ____ Times

4F

RESOLUTION _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 09-03-C

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

SECTION 1: The City of Fort Smith hereby accepts the construction of Street Overlays/Reconstruction, Project No. 09-03-C, as complete.

SECTION 2: Final payment is hereby authorized in the amount $259,082.18 to the contractor, Forsgren Inc., for the Street Overlays/Reconstruction, Project No. 09-03-C.

This Resolution adopted this _____ day of April, 2010.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____
☒ No Publication Required
☐ Publish ____ Times

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering

DATE: April 14, 2010

SUBJECT: 2009 Sales Tax Program
Street Overlays/Reconstruction
Project No. 09-03-C

The above subject project consisted of asphalt street overlays, reconstruction and minor drainage improvements to the streets listed on the attached sheet and shown on the attached exhibit. The total length of streets improved was approximately 2.6 miles.

Change Order No. 1 increases the contract amount by $21,990.90 to a total contract amount of $1,714,926.90. The increase in the contract amount is due to additional storm drain work on South "Y" Street and Park Avenue. The project was substantially complete on March 19, 2010. A project summary sheet is attached.

I recommend approval of the Resolutions to increase the contract amount and to accept the project as complete and authorize final payment to the contractor.

PROJECT SUMMARY

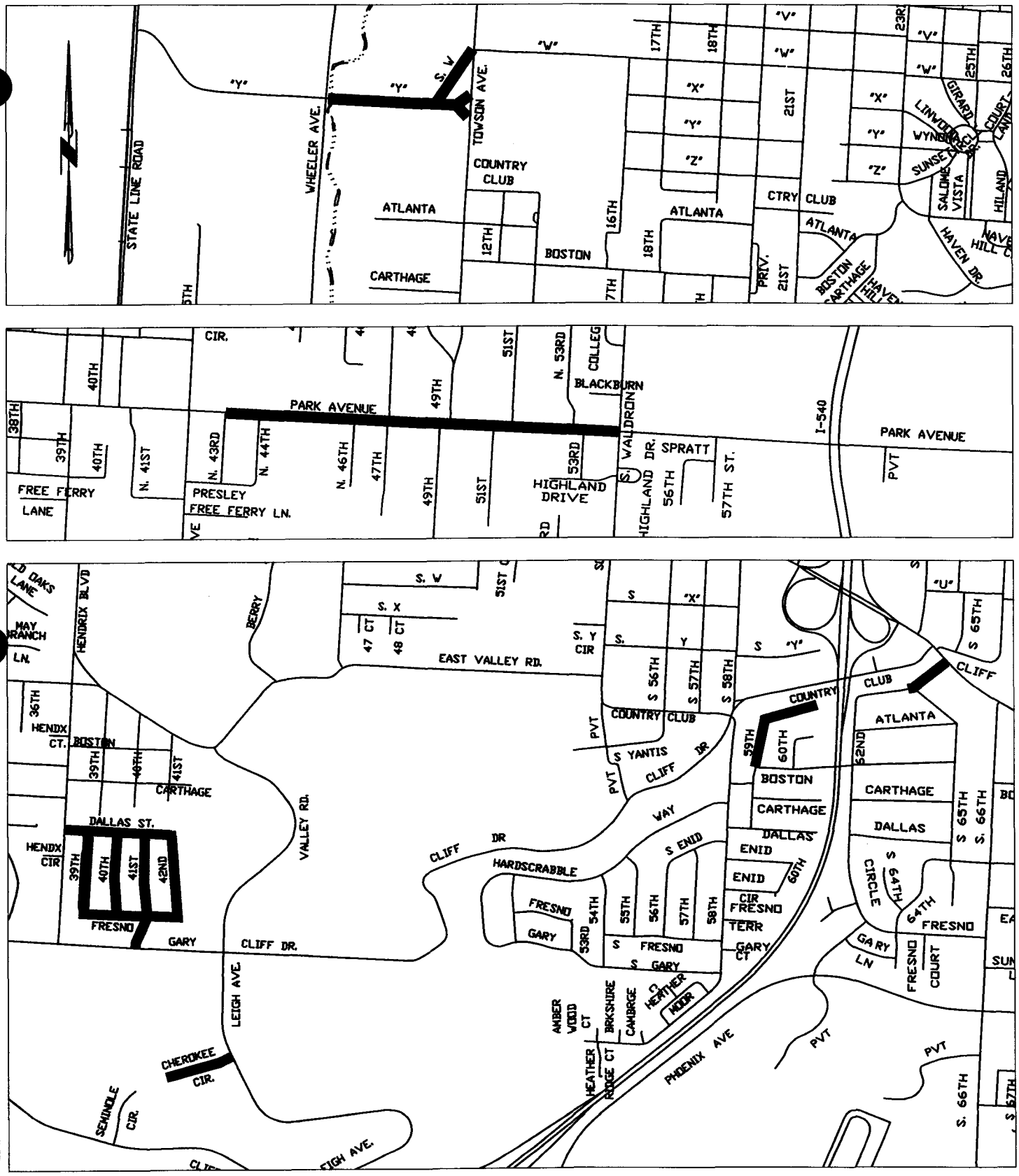
City of Fort Smith

Project status:	Complete	Project name:	Street Overlay/Reconstruction
Today's date:	4/12/2010	Project number:	09-03-C
Staff contact name:	Stan Snodgrass	Project engineer:	McGuire Engineering
Staff contact phone:	784-2225	Project contractor:	Forsgren, Inc.
Contract time (no of days):	210		
Notice to proceed issued:	8/24/2009		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$1,692,936.00	6/30/2009	3/22/2010
Change orders:			
1 Change Order No. 1	$21,990.90		
2			
3			
Adjusted contract amount	$1,714,926.90		
Payments to date (as negative):	$1,455,844.72		
Amount of this payment	$259,082.18		
Contract balance remaining	$0		
Retainage held	0%		
Final payment	$259,082.18		
Amount over original contract as a percentage	1.3%		

Final Comments:

Change Order No. 1 increases the contract amount by $21,990.90 to a total contract amount of $1,714,926.90. The increase in the contract amount is due to additional storm drain work on South "Y" Street and Park Avenue. The project was substantially complete on March 19, 2010.



2009 CAPITAL IMPROVEMENTS PROGRAM

STREET OVERLAYS/RECONSTRUCTION

The City of Fort Smith Arkansas

Project:	09-03-C
Date:	NOV. 2008
Scale:	NONE
Drawn By:	RBR PAGE:

G:\DRAWING\CIP\00-00 CIPALL\2009\CIPALL 2009.dwg RBR 4/14/10-10:16 AREA C

2009 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 09-03-C

STREET	FROM	TO	LENGTH
SOUTH Y ST.	WHEELER AVE.	TOWSON AVE.	1,344
SOUTH W ST.	SOUTH Y ST.	TOWSON AVE.	670
PARK AVE.	43RD ST.	WALDRON RD.	3,629
DALLAS ST.	HENDRICKS BLVD.	42ND ST.	1,012
39TH ST.	FRESNO ST.	DALLAS ST.	874
40TH ST.	FRESNO ST.	DALLAS ST.	881
41ST ST.	GARY ST.	DALLAS ST.	1,208
42ND ST.	FRESNO ST.	DALLAS ST.	982
FRESNO ST.	39TH ST.	42ND ST.	879
CHEROKEE CR.	LEIGH AVE.	END OF ROAD	678
59TH ST.	BOSTON ST.	COUNTRY CLUB AVE.	524
COUNTRY CLUB AVE.	59TH ST.	END OF ROAD	476
COUNTRY CLUB AVE.	65TH ST.	ROGERS AVE.	481

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE PURCHASE OF THE FLASHBACK IN-CAR DIGITAL VIDEO RECORDING SYSTEM FROM L-3 COMMUNICATIONS CORPORATION FOR USE BY THE FORT SMITH POLICE DEPARTMENT

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

The expenditure of funds from the 2009 Jag Recovery Act Grant Fund, totaling $145,114.05, is hereby authorized, with the understanding that this expenditure is for the purchase of the Flashback in-car digital video recording system, which equipment is identified in the form attached hereto, from L-3 Communications Corporation, for use by the Fort Smith Police Department.

THIS RESOLUTOIN ADOPTED this _____ day of _____, 2010.

APPROVED:

_____

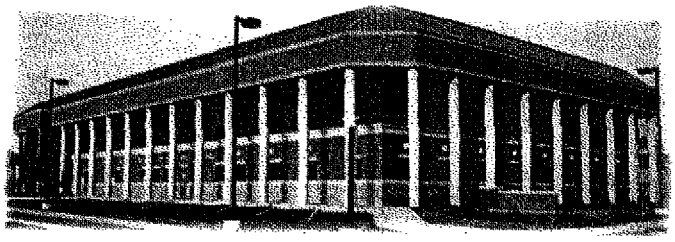
MAYOR

ATTEST:

_____

CITY CLERK

Approved as to form: _____ npr
City Attorney



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: **Dennis Kelly, City Administrator**

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

Subject: **L-3 In-Car Digital Video Recording System**

Date: **April 14, 2010**

When applying for the Bureau of Justice Assistance FY09 Recovery Act: Edward Byrne Justice Assistance Grant Program, the Fort Smith Police Department identified several equipment and training program needs, which were within the guidelines of the grant. One of the needs discussed and evaluated was the purchase of in-car digital video recording capabilities.

The Fort Smith Police Department has elected to partner with L-3 Communications to purchase the Flashback in-car digital video recording system. After evaluating products from multiple vendors, the Fort Smith Police Department staff determined that the Flashback system better suited our current, as well as future, in-car video needs based on price and functionality of the system. This system will be utilized to record incidents occurring within close proximity to a police vehicle with the purpose of collecting evidence to substantiate any claims and/or convictions.

The purchase price for the in-car video system will be $145,114.05, which is within the amount requested in the Bureau of Justice Assistance FY09 Recovery Act: Edward Byrne Justice Assistance Grant Program. The Fort Smith Police Department is committed to the highest level of service and will be able to outfit seventeen patrol units with this technology. The Flashback in-car video system will meet our current needs and is a platform which can be easily expanded to meet any future needs.

Please see the attached memorandum from Alie Bahsoon in reference to additional details of this purchase.

Interoffice Memorandum

TO: Dennis Kelly, City Administrator

FROM: Alie Bahsoon, Purchasing Manager

SUBJECT: Purchase of L3 In-Car Video Recording System

DATE: April 13, 2010

The City of Fort Smith ARKANSAS

In December of 2005, the Board of Directors approved Ordinance 93-05, thereby authorizing the city to participate in the State Cooperative Purchasing program. This process has enabled us to take advantage of other negotiated contracts that the State of Arkansas currently participates in.

One of these contracts is the *U.S. Communities Government Purchasing Alliance*, a national organization for local government agencies to assist them in making better use of their collective purchasing powers and improving their overall purchasing effectiveness.

As outlined in the attached memorandum from the Police Department, *The Houston-Galveston Area Council (H-GAC)* is a member of this alliance. Because of their contract, local governments nationwide are permitted to purchase through their cooperative purchasing program. The State of Arkansas has executed an "Inter-local Contract" with H-GAC through the U.S. Communities Government Purchasing Alliance. For your information, I have attached a copy of the State of Arkansas Statute which authorizes inter-local cooperative activities.

The Police Department has budgeted $150,000 for this purchase. Funding for this system has been made possible through the 2009 Recovery JAG Grant. Because of the H-GAC contract, bids were not solicited and we are therefore acquiring the video recording system in the amount of $145,114.05 (17 units) from L3 Communications Mobile-Vision, Inc. This vendor is an authorized and approved H-GAC vendor in accordance with Contract No. EF04-09 for the supply of law enforcement speed detection and video equipment. A copy of this agreement is available in my office. Please note that a total of four vendors were reviewed and it was determined by staff the L3 product was superior in both functionality and cost and through the H-GAC contract, agencies are provided a competitive rate of $5,295.00 per L3 In-Car video unit. The Fort Smith Police Department was able to negotiate additional discounts with L3, thereby allowing us to purchase the L3 for $5,145 each. Additionally, the Police Department negotiated 17 free collision sensors, realizing a savings of $2,550.

Please be advised that this purchase fulfils all of the purchasing obligations as mandated by both state and local purchasing requirements; I am therefore recommending that the enclosed resolution is approved.

Please let me know if should require any additional information.

Arkansas Code

19-11-206 Definitions concerning intergovernmental relations

As used in this subchapter, unless the context otherwise requires:

(1) "State public procurement unit" means the Office of State Procurement and any other procurement agency of this state;

(2) "Local public procurement unit" means:

(A) Any county, city, town, state agency, and any other subdivision of the state or public agency thereof,

(B) Any fire protection district;

(C) Any regional water distribution district;

(D) Any rural development authority;

(E) Any public authority;

(F) Any public educational, health, or other institution;

(G) Any nonprofit corporation during such time that it contracts with the Division of Developmental Disabilities Services of the Department of Human Services to provide services to the developmentally disabled, provided the contract exceeds seventy-five thousand dollars ($75,000) per year

(H) Any nonprofit corporation providing fire protection services to a rural area or providing drinking water to the public in a rural area;

(I) Any nonprofit corporation which contracts with the Department of Human Services, provided that the contract includes provisions for transportation services, and the contract exceeds seventy-five thousand dollars ($75,000) per year; and

(J) To the extent not prohibited by law, any other entity which expends public funds for the acquisition or leasing of commodities and services;

(3) "Public procurement unit" means either a local public procurement unit or a state public procurement unit;

(4)(A) "External procurement activity" means any buying organization not located in this state which, if located in this state, would qualify as a public procurement unit.

(B) An agency of the federal government is an external procurement activity; and

(5) "Cooperative procurement" means procurement conducted by, or on behalf of, more than one (1) public procurement unit or by a public procurement unit with an external procurement activity.

19-11-249 Cooperative purchasing.

Any public procurement unit may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the acquisition of any commodities or services with one (1) or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units and open ended state public procurement unit contracts which are made available to local public procurement units.

L3 communications
Mobile-Vision, Inc.

90 Fanny Road
Boonton, NJ 07005
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0080393
QUOTATION DATE: 3/31/2010

SALESPERSON: DK
CUSTOMER NUMBER: ARFORTS

Sold To:
Fort Smith Police Department
100 South 10th Street
FORT SMITH, AR 72901-3710

Ship To:
Fort Smith Police Department
100 South 10th Street
FORT SMITH, AR 72901-3710

Confirm To:
Alvey Matlock

Bill-To Phone: (501) 709-5100

Customer P.O.	Ship VIA	F.O.B.	Terms
	UPS GROUND	BOONTON, NJ	Net 30 Days

Item Number	Unit	Ordered	Retail Price	Sale Price	Amount
MVD-FB2DVS-2	EACH	17.00	5,295.00	5,145.00	87,465.00
Flashback 2 Digital Video System w/VLP2 assy					
ECCN No: 5A002	HS Tariff No: 8521900000				
Will need car types, antenna types and DVR locations when placing order.					
MVD-CRASH-BAT	EACH	17.00	150.00	0.00	0.00
Collision Sensor (Triggers DVR for recording when involved in crash)					
ECCN No: EAR99	HS Tariff No: 9031808080				
MVD-IR-CAM	EACH	17.00	295.00	145.00	2,465.00
Option, Flashback IR Camera w/cables					
ECCN No: EAR99	HS Tariff No: 852580				
MVD-FB2-USB-128	EACH	30.00	29.95	19.95	598.50
Key, USB, 128 for Flashback 2					
ECCN No: EAR99	HS Tariff No: 8542				
/INSTALLATION	EACH	17.00		295.00	5,015.00
Sales - Installation					
ECCN No:	HS Tariff No:				
Install by TKM					
LSMVDR512DEP	EACH	1.00	33,995.00	29,000.00	29,000.00
DES PRO R512 Server, Rack, 12TB RAID 6 DASD, 8 Core Xenon Processors			Whse: 008		
ECCN No:	HS Tariff No:				
12TB useable server					
MVD-DVD/BU	EACH	1.00	2,984.00	2,984.00	2,984.00
DVM Backup/Archiving Station			Whse: 008		
ECCN No:	HS Tariff No:				
MVD-DEP-BT3	EACH	1.00	4,350.00	4,350.00	4,350.00
Solution Configuration / Training					
ECCN No:	HS Tariff No:				

Continued

L3 communications
Mobile-Vision, Inc.

90 Fanny Road
Boonton, NJ 07005
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0080393
QUOTATION DATE: 3/31/2010

SALESPERSON: DK
CUSTOMER NUMBER: ARFORTS

Sold To:
Fort Smith Police Department
100 South 10th Street
FORT SMITH, AR 72901-3710

Ship To:
Fort Smith Police Department
100 South 10th Street
FORT SMITH, AR 72901-3710

Confirm To:
Alvey Matlock

Bill-To Phone: (501) 709-5100

Customer P.O.	Ship VIA	F.O.B.	Terms
	UPS GROUND	BOONTON, NJ	Net 30 Days

Item Number	Unit	Ordered	Retail Price	Sale Price	Amount

Customer is supplying own access points.

HGAC Contract # is EF 04-09

Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:

Sign:_____ **Date:**_____

Subtotal:	131,877.50
Shipping and Handling:	950.00
Sales Tax:	12,286.55
Order Total:	**145,114.05**

**** QUOTATION IS VALID FOR 60 DAYS ****

"These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited."

communications

Mobile-Vision, Inc.

FLASHBACK™
In-Car Video Systems

Extended Maintenance Agreement
Factory Support

L-3 Communications Mobile-Vision, Inc. Extended Maintenance Agreement extends all terms and conditions of the original warranty for an additional period of one year (1) after the initial warranty period expires, from defects in workmanship or materials, provided that the system has been properly maintained with normal usage. This agreement entitles the department to maintenance and service on any component of the video system. Components of the system include the Digital Video Recorder (DVR), control head, monitor, camera, lens, main cable harness, wireless microphone transmitter and receiver as well as all brackets and hardware.

This agreement does not cover damage caused by misuse, vehicular accidents, excessive roughness, acts of God, cosmetic damage, damage due to malfunction of the vehicle's electrical and/or electronics systems, or components which show evidence of tampering by unauthorized personnel. It does not cover any components of the vehicle in which the system is installed, nor any auxiliary products to which it is connected, i.e. radar, etc. It does not cover expendable items, i.e., batteries, videotapes or wireless microphone cords.

All maintenance and service will be performed by L-3 Communications Mobile-Vision, Inc., 90 Fanny Road, Boonton, NJ 07005, or, at the customer's choice, by an L-3 Mobile-Vision owned service center **ONLY**. Adequate boxes and proper packaging materials can be obtained by calling Mobile-Vision and requesting them. L-3 Mobile-Vision cannot accept responsibility for damage in shipment. All shipment to L-3 Mobile-Vision should be insured against loss or damage. The customer will be responsible for all inbound shipping and insurance charges incurred in the shipment to L-3 Mobile-Vision. L-3 Mobile-Vision will pay for the return shipping and insurance charges, via UPS ground, within the continental U.S. only.

EMA Extended Maintenance Agreement – available after the initial 1 Year Parts and Labor Warranty completes:

EMA-1 – 2nd year for the system	$ 250.00
EMA-2 – 3rd year for the system	$ 300.00
EMA-3 – 4th year for the system	$ 375.00
EMA-4 – 5th year for the system	$ 475.00

The Extended Maintenance Agreement is available starting at $250.00 per system, per year. Your agreement will be activated upon receipt of your remittance or purchase order. This agreement is renewable on an annual basis and must be continuous from the end of the warranty period. Any breaks in coverage will not allow for the activation or reactivation of this agreement without system inspection and possible refurbishment at the customer's expense.

Any questions or comments may be directed to L-3 Communications Mobile-Vision, Inc. at: (800) 336-8475; attention Customer Service.

communications

Mobile-Vision, Inc.

Manufacturer's Warranty

L-3 Communications Mobile-Vision, Inc. warrants its in-vehicle video system for a period of one (1) year from defects in workmanship or materials. At its discretion, L-3 Mobile-Vision agrees to repair or replace any in-car video system component that fails due to defective materials or workmanship during the stated warranty period from original date of purchase. During the warranty period, there will be no charge for repair labor, parts or return shipping. The purchaser must return failed component(s) to factory or factory authorized service center. L-3 Mobile-Vision will provide purchaser a prepaid return shipping label for that purpose. L-3 Mobile-Vision's maximum reimbursement for shipping shall not exceed UPS ground service rates. This warranty applies only to internal electronic components and circuitry. Warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. Warranty excludes labor to diagnose components in vehicle and labor to remove or reinstall components in vehicle. Warranty does not extend to any devices in or of vehicle to which an L-3 Mobile-Vision component is mounted or connected. L-3 Mobile-Vision reserves the right to charge for repairs to correct damage resulting from abuse or extraordinary environmental damage to components during warranty period at rates normally charged for repairing such units not covered under warranty.

L-3 Mobile-Vision warrants that its in-car video systems are designed to make video and audio recordings of events in proximity to and within a police vehicle. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use this product.

As a further limit on warranty, and as an expressed warning, the user should be aware that harmful personal contact may be made with any devices mounted into a motor vehicle in the event of violent maneuvers, collisions, or other circumstances, even though said devices are installed and used according to instructions. Purchaser will determine and accept any risk involved with the installation and use of this product. L-3 Mobile-Vision specifically disclaims any liability for injury caused by contact with its in-car video components in all such circumstances.

The forgoing warranty is exclusive in lieu of all other warranties of quality, fitness, or merchantability, whether written, oral, or implied. Notwithstanding, if the contractual agreement under which this in-car video product has been purchased specifies different terms and conditions those terms and conditions specified by such contract shall prevail.

All maintenance and service will be performed by L-3 Communications Mobile-Vision, Inc., 90 Fanny Road, Boonton, NJ 07005 or, at the customer's choice, by an L-3 Mobile-Vision owned service center. *Note: It is the responsibility of the user to remove and return the component(s) requiring repair.* Adequate boxes and proper packaging materials can be obtained by calling L-3 Mobile-Vision and requesting them. L-3 Mobile-Vision cannot accept responsibility for damage in shipment. L-3 Mobile-Vision will reimburse the department for the cost of shipping, via UPS Ground only.

Warranty repairs require an RA (Return Authorization) number in order to be processed. This can be arranged by calling (800) 336-8475 or by completing a Return Authorization form on our website: www.L-3Com.com/MV, the form is located under the Sites/Sales/Support tab. The unit serial number, description of defective part and problem noted will be required. A point of contact and phone number will also be needed in case follow-up information is required.

Extended maintenance agreements are available starting at $250/System/Year from L-3 Communications Mobile-Vision, Inc. upon the expiration of this warranty.

WARRANTY and MAINTENANCE AGREEMENT

L-3 Communications Mobile-Vision, Inc. warrants its video management system to be free from operational and material defects and covers all software updates for a period of one (1) year from original "implementation" date (the date that L-3 Mobile-Vision's Support Engineers performed on-site server installation, configuration, and training). If on-site implementation was not purchased with the server (typical of software-only products), the (1) year warranty commences on the original factory ship date. For extensions to the original warranty, see the EXTENDED MAINTENANCE COSTS section at the end of this document.

L-3 Mobile-Vision warrants that its video management systems are adequate in features and functions to facilitate the management of video for law enforcement purposes. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use this product.

During the warranty period, L-3 Mobile-Vision agrees to repair or replace any video management system component that fails due to defective materials or workmanship. Sole responsibility under this warranty shall be to repair, adjust, or replace (at L-3 Mobile-Vision's option and according to the manufacturer's warranty conditions) any software, equipment, and peripheral that is part of the originally installed system that fails during this period and is not subject to any of the exclusions listed herein. Equipment and software supplied by Customer is excluded from coverage. In-Car hardware components and software are covered under a separate Warranty and Maintenance Agreement.

If repairs are covered under Warranty, L-3 Mobile-Vision will not charge for repair labor, parts, or return shipping.

EXCLUSIONS: This Agreement expressly excludes damage due to system abuse (both physical and electronic), extraordinary environmental damage (including acts of Nature, such as fire, floods, lightning, hurricanes, etc.). Warranty will not apply if adjustment, repair, or parts replacement is required because of accident, unusual physical, electrical or electromechanical stress, neglect, misuse, user programming errors, loading of unauthorized software on the system, failure of electrical power, air conditioning or humidity control, transportation, or any cause other than expected normal and ordinary use.

If it is determined that the system was damaged due to any of the exclusions listed above or any cause other than defective manufacturing or workmanship, then L-3 Mobile-Vision reserves the right to charge for the troubleshooting diagnosis and repairs to correct damage to components and software resulting from the aforementioned causes at standard non-warranty rates.

The forgoing warranty is in lieu of all other warranties of quality, fitness, or merchantability, whether written, oral, or implied. Notwithstanding, if the contractual agreement under which this video management product has been purchased specifies different terms and conditions those terms and conditions specified by such contract shall prevail.

L-3 Mobile-Vision is not responsible for reimbursing any labor expended by the customer or contractors during the troubleshooting process.

WARRANTY and MAINTENANCE AGREEMENT

SERVICE LEVEL AGREEMENT POINTS

• Single Point-of-Contact and toll free number for support • Yearly preventive maintenance, which includes ongoing updates to the server system	• Technical Support via telephone and/or remote on-line server service • Warranty on all Labor and Materials • Next Business Day replacement on server hardware

SUPPORT PROCESS & HOURS

Warranty repairs must be arranged by calling (800) 336-8475 between the hours of 8:00AM and 8:00PM Eastern Standard Time where a Service Number will be designated and the issue assigned to a member of the support team to work. (At the time of call a description of the problem will be required.) An authorized point-of-contact name and phone number will also be needed in case follow up information is required. After hours/Holiday/Weekend support: If the request for support call is made outside the aforementioned normal hours, a callback will be made no later than the next business day.

L-3 Mobile-Vision provides on-line diagnosis and support that is initiated after the aforementioned support call. Most service requests can be handled through this remote method. Since this provides the most effective support method, L-3 Mobile-Vision will discount the extended support costs for all customers who use the on-line support through a broadband connection (512 Kbps or greater). If the problem is determined to be related to any of the L-3 Mobile-Vision provided hardware, then L-3 Mobile-Vision will coordinate the service with the appropriate hardware provider and facilitate the fix or replacement.

Should an agency not be able to, or prefers not to, provide the support necessary for our technicians to repair the equipment remotely, then on-site service is available through this SLA at a preferred rate of **$1,295** per visit (Inclusive of travel and labor).

Note: If it is determined that the equipment must be returned to L-3 Mobile-Vision for comprehensive service, the customer may be required to package the system in the original box or boxes and ship it to an L-3 Mobile-Vision authorized service center.

All maintenance and service of computer and computer-related components will be performed through L-3 Mobile-Vision's Orlando office at 2700 Westhall Lane, Suite 235, Maitland, FL 32751 or by L-3 Mobile-Vision's assigned authorized service centers. *Note: Original packing must be assured as L-3 Mobile-Vision cannot accept responsibility for damage in shipment.*

EXTENDED MAINTENANCE AGREEMENT (EMA) COSTS

Hardware/Software Solutions:

Extended maintenance agreements are available through L-3 Mobile-Vision upon the expiration of the initial warranty at the following rates. This extends the Warranty period on all L-3 Communications Mobile-Vision, Inc. provided server hardware, software and components.

Note: Extended Maintenance must be continuous from the end of the initial 1-year warranty period. Any breaks in Extended Maintenance require purchasing an EMA for all years without a maintenance agreement. For example, if during the 3rd year in-service an EMA is desired and the Year-2 EMA was not previously purchased, customer must purchase both the Year-2 and Year-3 EMA in order to qualify for EMA purchase.

Model #	Year 1	Year 2 ($/yr)	Year 3 ($/yr)	Year 4 ($/yr)	Year 5 ($/yr)	Notes
DEV0576	Included	$1,095	$1,095	$1,705	$1,705	(1)
DEV1440	Included	$1,425	$1,425	$2,805	$2,805	(1)
DET2704	Included	$1,865	$1,865	$3,025	$3,025	(1), (2)
DEP2704	Included	$2,085	$2,085	$3,245	$3,245	(1), (2)
DEP2706	Included	$2,195	$2,195	$3,575	$3,575	(1), (2)
DEP2708	Included	$2,709	$2,709	$4,175	$4,175	(1), (2)
DEP2715	Included	$2,709	$2,709	$4,895	$4,895	(1), (2)
DEP2730	Included	$3,629	$3,629	$6,958	$6,958	(1), (2)
DEP2745	Included	$4,619	$4,619	$7,975	$7,975	(1), (2)
DEP2708AG	Included	$3,251	$3,251	$5,011	$5,011	(1), (2)
DEP2715AG	Included	$3,251	$3,251	$5,011	$5,011	(1), (2)
DEP2730AG	Included	$4,355	$4,355	$8,349	$8,349	(1), (2)
DEP2745AG	Included	$4,355	$4,355	$8,349	$8,349	(1), (2)

Software Solution:

Model #	Year 1	Year 2 ($/yr)	Year 3 ($/yr)	Year 4 ($/yr)	Year 5 ($/yr)	Notes
MVD-SWR-DEV0576 (per workstation)	Included	$383	$383	$383	$383	
MVD-SWR-DEV1440 (per workstation)	Included	$494	$494	$494	$494	
MVD-SWR-DET (per server)	Included	$1,392	$1,392	$1,392	$1,392	(2)
MVD-SWR-DEP20 (per server)	Included	$1,865	$1,865	$1,865	$1,865	(2)
MVD-SWR-DEP30 (per server)	Included	$2,162	$2,162	$2,162	$2,162	(2)
MVD-SWR-DEP40 (per server)	Included	$2,602	$2,602	$2,602	$2,602	(2)
MVD-SWR-DEP80 (per server)	Included	$3,152	$3,152	$3,152	$3,152	(2)

(1) L-3 Mobile-Vision reserves the right to replace these components with equal used or refurbished components of equal or greater performance.
(2) On-line Broadband support discount = $375 per year. (Deduct this from EMA value if client allows L-3 Mobile-Vision on-line support at connection speeds of greater than 512 Kbps.)

RESOLUTION NO. _____ 4 H

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER ONE WITH WILSON BROTHERS CONSTRUCTION COMPANY, INC., FOR THE SUB-BASIN 10-2 WEST SANITARY SEWER REHABILITATION

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

Change Order Number One in the amount of $24,780.00, to the contract with Wilson Brothers Construction Company, Inc., for the construction of the Sub-Basin 10-2 West Sanitary Sewer Rehabilitation, Project Number 09-02-C1, and adjusting the contract amount to $1,003,266.00, is hereby approved.

This Resolution adopted this _____ day of April 2010.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ npr

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator **DATE:** April 13, 2010

FROM: Steve Parke, Director of Utilities

SUBJECT: Sub-Basin 10-2 West Sanitary Sewer Rehabilitation
Project Number 09-02-C1
Change Order No. 1

Change Order Number One to the Sub-Basin 10-2 West Sanitary Sewer Rehabilitation project, adds two additional line segments to the project. The first is 150 feet of 6-inch sewer main to be pipe burst and up-sized to an 8-inch diameter main. This project is required to eliminate a bottleneck in the main that is frequently clogged with root intrusion. The second is replacement of one joint of 12-inch line and replacement of an existing manhole. Infiltration is a major problem in this section of pipe to the point of recently creating sink holes above the line. In addition, replacement of a sewer line segment at the intersection of Wicklow Drive, "M" Street and South 36th Street required the entire intersection to be repaved rather than just the trenchline as planned. These changes added $11,105.00, $2,675.00, and $5,000.00, respectively for a total cost of $24,780.00, adjusting the final contract amount to $1,003,266.00. A project summary sheet is attached for your information.

The attached Resolution authorizes Change Order Number One. Funding for this additional work is available within the budget established for the project. Staff recommends the approval of the change order.

Should you or the members of the Board have any questions or need additional information, please let me know.

attachment

pc: Ray Gosack

Project Summary

Project Status: Under construction

Project name: **Sub-Basin 10-2 West Sanitary Sewer Rehabilitation**

Today's date: April 20, 2010

Project number: **09-02-C1**

Staff contact name: Clint Allison

Project engineer: RJN.

Staff contact phone: 494-3900

Project contractor: Wilson Brothers Construction Company, Inc.

Notice to proceed issued: February 17, 2010

Completion date: September 15, 2010

	Dollar Amount	Contract Time (Days)
Original contract	$978,486.00	210
Change orders: Change order # 1	$24,780.00	0
Total change orders	$24,780.00	0
Adjusted contract	$1,003,266.00	210
Payments to date (as negative):	$-99,702.54	
Amount of this payment (as negative)	$0.00	
Retainage held	$11,078.06	
Contract balance remaining	$903,563.46	
Amount over as a percentage	2.5%	

Final comments:

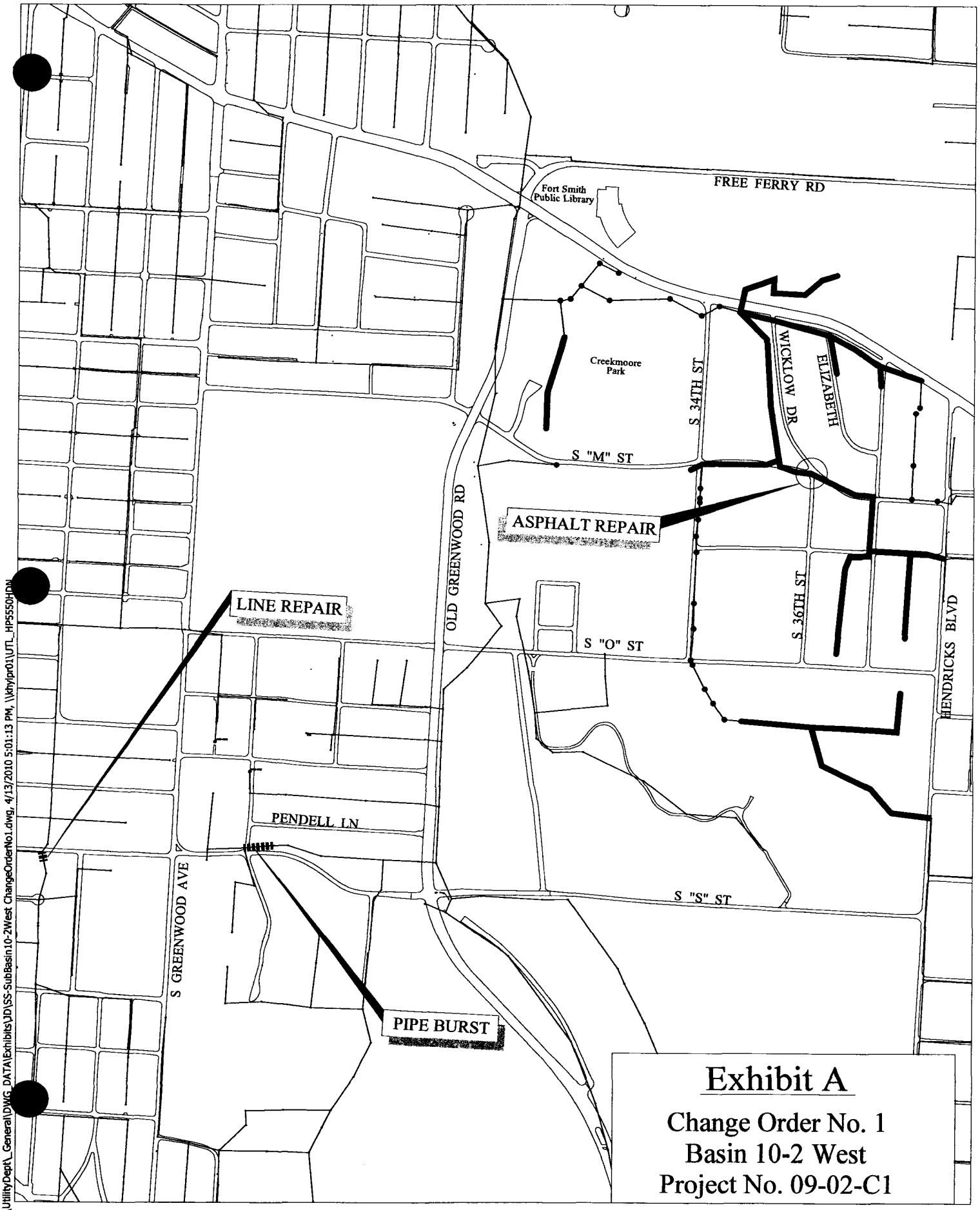


Exhibit A

Change Order No. 1
Basin 10-2 West
Project No. 09-02-C1

O:\UtilityDept_General\DWG_DATA\Exhibits\JD\SS-SubBasin10-2West ChangeOrderNo1.dwg, 4/13/2010 5:01:13 PM, \\Whylpr01\UTI_HP5550HDN

4 I

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO WILSON BROTHERS CONSTRUCTION COMPANY, INC., FOR CONSTRUCTION OF THE NEIGHBORHOOD WATER SYSTEM IMPROVEMENTS - MIDLAND PRV SERVICE AREA

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

SECTION 1: The construction of the Neighborhood Water System Improvements - Midland PRV Service Area, Project Number 07-06-C1, is accepted as complete.

SECTION 2: Final payment to Wilson Brothers Construction Company, Inc., in the amount of $95,588.76, is hereby approved.

This Resolution adopted this _____ day of April 2010.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ npr

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator **DATE:** April 12, 2010

FROM: Steve Parke, Director of Utilities

SUBJECT: Neighborhood Water System Improvements - Midland PRV Service Area
Project Number 07-06-C1

This project consisted of replacing existing 2-inch water lines which were in poor condition and installing 12,195 feet of 6-inch and 8-inch water lines. The work alleviates low pressure, dirty water complaints and improves fire protection in the areas shown on the attached Exhibit.

Attached is a Resolution accepting the project as complete and authorizing final payment to Wilson Brothers Construction Company, Inc. in the amount of $95,588.76. The project was completed within the contract time and below the contract amount.

Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

pc: Ray Gosack

Project Summary

Project status: Complete

Project name: **Neighborhood Water System Improvements - Midland PRV Service Area**

Today's date: April 12, 2010

Project number: **07-06-C1**

Staff contact name: Steve Parke

Project engineer: Philip J. Leraris, P.E., L.S.

Staff contact phone: 784-2231

Project contractor: Wilson Brothers Construction Company, Inc.

Notice to proceed issued: September 3, 2009

Completion date: March 22, 2010

	Dollar Amount		Contract Time (Days)
Original contract	$1,243,881.25		200
Change orders:			
Total change orders	$0.00		0
Adjusted contract	$1,243,881.25		200
Payments to date (as negative):	$-1,130,654.14	90.9%	
Amount of this payment (as negative)	$-95,588.76	7.7%	
Retainage held	$0.00		
Contract balance remaining	$17,638.35	1.4%	
Amount ~~Over~~ (under) as a percentage	-1.4%		

Final comments:

CITY OF FORT SMITH, ARKANSAS
NEIGHBORHOOD WATER IMPROVEMENTS
PROJECT NO. 07-06-C1
PROJECT VICINITY MAP

O:\UtilityDept_General\DWG_DATA\Exhibits\JJ\Nbrhd-Wtr-Imp_07-06-C1.dwg, 4/14/2010 10:26:18 AM, \\KHYLPR01\UTL_HPL18150_01

RESOLUTION NO. _____ 4 J

RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY INTERESTS FOR THE HIGHWAY 45 AND ZERO STREET WATER AND SEWER RELOCATION PROJECT

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

SECTION 1: The following appraised values for the acquisition of utility, sewer and water line easements for the Highway 45 and Zero Street Water and Sewer Relocation, Project Number 09-13-C1, are approved and acquisition of the easements for the appraisal amounts, is hereby authorized:

Tract Number.	Property Owner	Appraised Value
4	Whitt, Inc.	$ 10,654.00
5	Armour Heights Nursing Home	$ 11,382.00
6	Steven D. Riggs	$ 18,210.00

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above listed appraisal amounts. All such actions previously taken for this project, are hereby confirmed.

This Resolution adopted this ____ day of April 2010.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ npr

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator **DATE:** April 15, 2010

FROM: Steve Parke, Director of Utilities

SUBJECT: Hwy 45 and Zero Street Water and Sewer Line Relocation
Project 09-13-C1

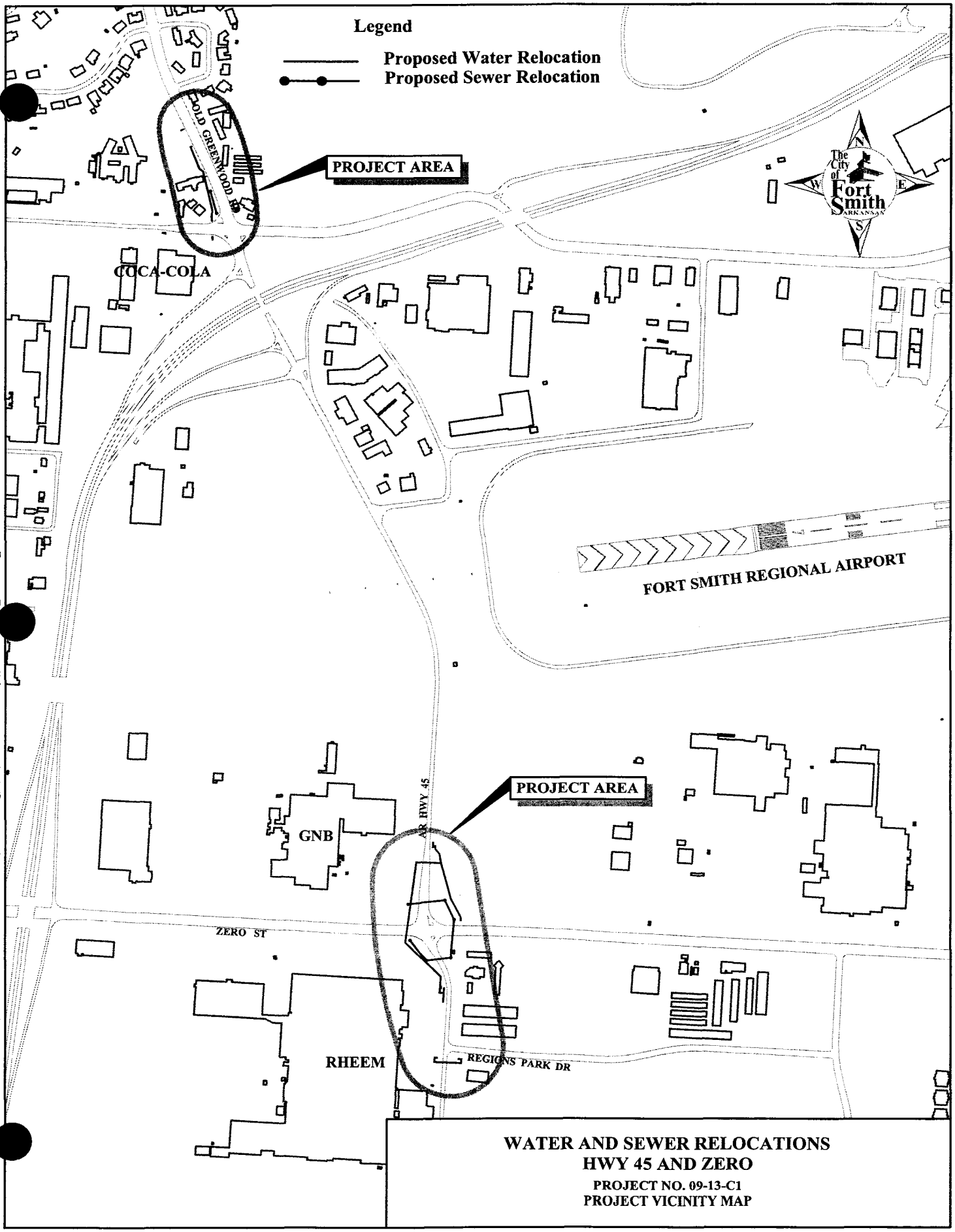
The Arkansas State Highway and Transportation Department has a project to widen a section of Highway 45 (Old Greenwood Road) from Phoenix Avenue to Highway 255 (Zero Street). Their project requires the relocation of 800 feet of 20-inch water transmission line, 500 feet of 12-inch water line and 900 feet of 8-inch sanitary sewer line to accommodate the highway construction. The Arkansas State Highway and Transportation Department will reimburse the city for engineering and construction costs. The attached exhibits depict the project area.

The project will require the city to purchase six easements. Calmo Realty Services of Fort Smith is the city's appraiser for this project. Their work to date has identified three properties which require Board approval in order to extend an offer to the property owners for the needed easements. Exhibits for each of the three easements areas are attached. The appraised value of each easement is indicated on the attached Resolution. Three other easements, valued under $10,000.00 by the appraiser, are being negotiated under guidelines set forth by in the city's property acquisition policy.

Staff recommends that the Resolution authorizing these offers to the property owners be submitted to the Board for their approval at its next scheduled meeting. Should you or members of the Board have any questions or desire additional information, please let me know.

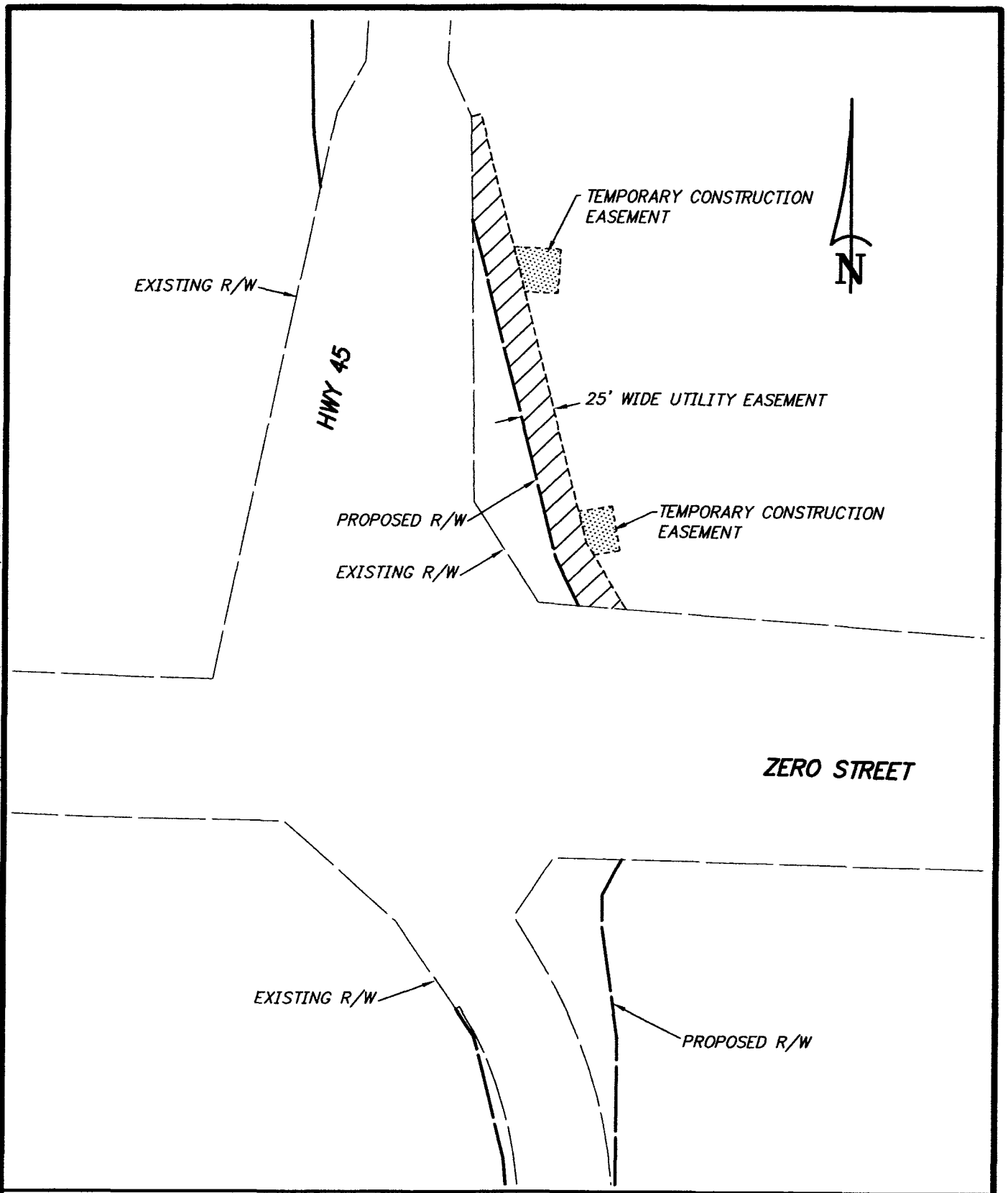
attachment

pc: Ray Gosack



WATER AND SEWER RELOCATIONS
HWY 45 AND ZERO
PROJECT NO. 09-13-C1
PROJECT VICINITY MAP

O:\UtilityDept_General\DWG_DATA\Exhibits\SParke\HWY 45 & Zero Wtr&Swr Relocation\09-13-C1.dwg, 4/14/2010 12:43:34 PM, \\KHYLPROJUTI_HPLJ8150_01



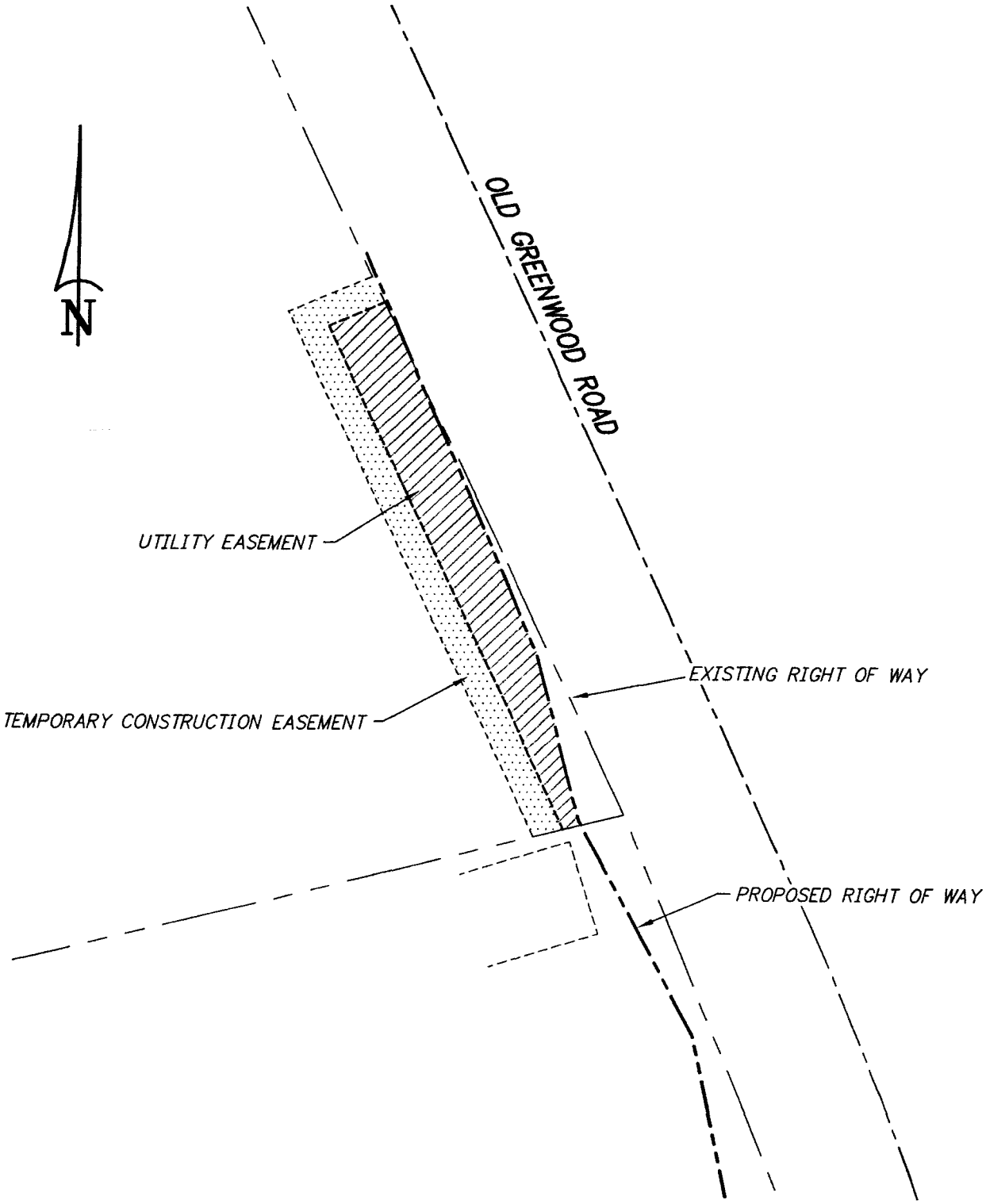
Hawkins-Weir Engineers, Inc.
Engineers Surveyors Consultants
110 SOUTH. 7th ST • VAN BUREN, ARKANSAS • 72956
PH. 479 474-1227 • FAX 479 474-8531
www.hawkins-weir.com

UTILITY EASEMENT

WHITT, INC.

1/04/2010	1"=100'	09-13-E1

U:\DRAWINGS\PROJECTS\2009\09-13-E1 HWY 45 AND ZERO\EASEMENTS\WHITT.DWG, 2/25/2010 3:10 PM, MIKE HENSON, LAYOUT1



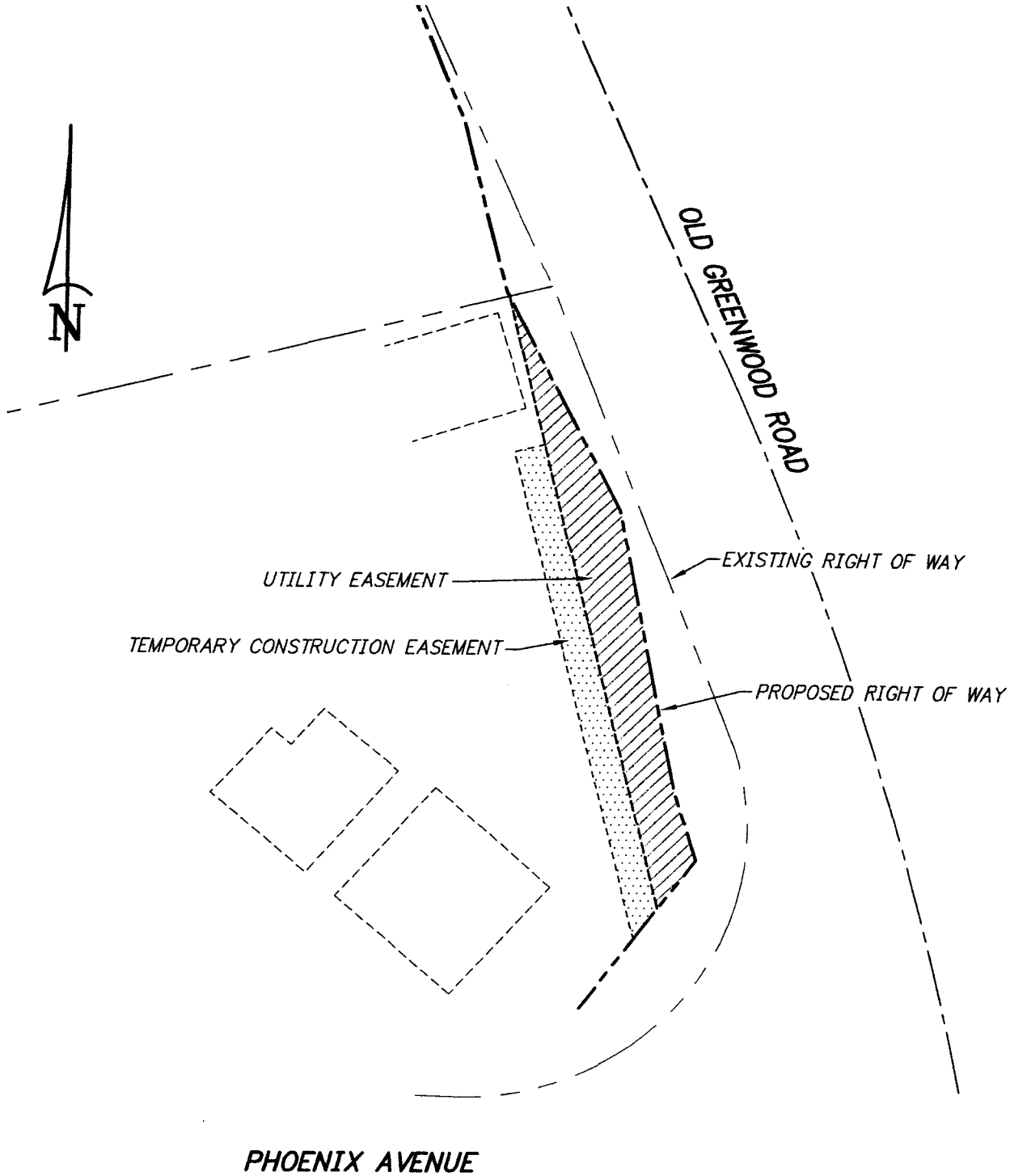
Hawkins-Weir Engineers, Inc.
Engineers Surveyors Consultants
110 SOUTH. 7th ST • VAN BUREN, ARKANSAS • 72956
PH. 479 474-1227 • FAX 479 474-8531
www.hawkins-weir.com

UTILITY EASEMENT

ARMOUR HEIGHTS NURSING HOME

02/04/2010	1"= 50'	09-13-E1

U:\DRAWINGS\PROJECTS\2009\09-13-E1 HWY 45 AND ZERO\EASMENTS\ARMOUR.DWG, 2/9/2010 1:55 PM, SH, LAYOUT1



U:\DRAWINGS\PROJECTS\2009\09-13-E1 HWY 45 AND ZERO\EASMENTS\RIGGS.DWG, 2/9/2010 2:01 PM, SH, LAYOUT1

Hawkins-Weir Engineers, Inc.
Engineers Surveyors Consultants

110 SOUTH. 7th ST • VAN BUREN, ARKANSAS • 72956
PH. 479 474-1227 • FAX 479 474-8531
www.hawkins-weir.com

UTILITY EASEMENT

STEVEN D. RIGGS

02/04/2010	1"= 50'	09-13-E1

4 K

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
LEASE AGREEMENT WITH THE ARKANSAS OKLAHOMA GAS CORPORATION
FOR THE OPERATION OF A RADIO TRANSMITTING STATION ON CROWE HILL

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

The Mayor is hereby authorized to execute a lease agreement with the Arkansas Oklahoma Gas Corporation to provide for the continued operation of a radio transmitting station on the City's Crowe Hill property.

This Resolution adopted this _____ day of April 2010.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ npr

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator **DATE:** April 15, 2010

FROM: Steve Parke, Director of Utilities

SUBJECT: Crowe Hill Property Lease with Arkansas Oklahoma Gas Corporation

The city has leased a small portion of its Crowe Hill property to Arkansas Oklahoma Gas Corporation (AOG) for a radio tower installation since 1968. In 1986, when AOG installed their current antenna tower, the lease form has been for 10-year periods and September 2010 is the upcoming renewal period. The current lease form provides for annual payments which are adjusted by three-percent simple interest each year. The 2010 payment is $3,225 and the final lease payment in 2019 is $4,210.

A Resolution is attached by which provides for an additional 10-year leasing period. AOG's presence on the property has not created any operational problems and the continuation of the lease is being recommended. Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

pc: Ray Gosack

LEASE AGREEMENT

This AGREEMENT this day made by and between the City of Fort Smith, Arkansas, a municipal corporation, hereinafter called Lessor, and Arkansas Oklahoma Gas Corporation, an Arkansas corporation duly qualified and authorized to do business in the State of Arkansas, hereinafter called Lessee, which terms Lessor and Lessee shall include the Successors and assigns of the parties where the context so requires or admits,

WITNESSETH:

That for and in consideration of the covenants herein contained and the rents hereby reserved, the Lessee has hired and taken from the said Lessor the following real property located in the Fort Smith District of Sebastian County, Arkansas, more particularly described as follows, to-wit:

> A tract of land more particularly described as beginning at a point 561.7 feet East of the Northwest corner of the Southeast Quarter of Northeast Quarter of Southwest quarter of Section 27, Township 8 North, Range 32 West, thence running East 25 feet, thence South 25 feet, thence West 25 feet, thence North 25 feet to the point of beginning.

for the term of ten (10) years at a yearly rental as follows:

> $3,225.00 for year 1, commencing September 1, 2010;
> $3,322.00 for year 2, commencing September 1, 2011;
> $3,422.00 for year 3, commencing September 1, 2012;
> $3,525.00 for year 4, commencing September 1, 2013;
> $3,631.00 for year 5, commencing September 1, 2014;
> $3,740.00 for year 6, commencing September 1, 2015;
> $3,852.00 for year 7, commencing September 1, 2016;
> $3,968.00 for year 8, commencing September 1, 2017;
> $4,087.00 for year 9, commencing September 1, 2018;
> $4,210.00 for year 10, commencing September 1, 2019;

payable annually in advance for the term hereof, at the office of the City Clerk of the City of Fort Smith, unless otherwise directed, on the 1st day of September 2010.

The premises shall be used by the Lessee for the purposes of operating a radio transmitting station described as follows:

> A steel antenna support one hundred (100) feet in height; frequency band; voice 48.340 MHZ, 47.720 MHZ, 48.220 MHZ, 48.540 MHZ, SCADA-928/952 MHZ; maximum transmitter output power; voice-120 watts, SCADA-50 watts erp.

The Lessee shall be responsible for all utilities on the leased premises.

Lessee shall provide proof of liability insurance coverage in the amount of $1,000,000.00 covering the leased premises and otherwise indemnify and hold harmless the Lessor for any injuries occasioned by, resulting from or otherwise caused by any operations conducted by or on behalf of the Lessee on the leased premises. Lessee agrees to comply with all applicable federal, state, and local laws, and the provisions of Resolution No. R-78-81.

At the termination of the lease period, the Lessee shall, within a reasonable time, remove all improvements made to the premises during the term of the lease and shall restore the lease premises to their original condition.

Failure to pay the rent aforesaid is cause for termination of this lease. The parties otherwise agree that either party may cancel this lease by giving written notice to the other party at least sixty (60) days prior to the expiration date. Furthermore, the breach of any of the covenants set forth in this Lease shall be cause for immediate cancellation and termination of this Lease.

IN WITNESS WHEREOF, the Lessor has, pursuant to resolution adopted by its Board of Directors, caused these presents to be executed by its Mayor, and attested by the City Clerk and corporate seal, and the Lessee has caused these presents to be executed by its President, attested by its Secretary and corporate seal, both in duplicate, this _____ day of April 2010.

LESSEE:	LESSOR:
ARKANSAS OKLAHOMA GAS CORPORATION	CITY OF FORT SMITH
By: _____	By: _____
ATTEST:	ATTEST:
_____	_____
Secretary	City Clerk

4 L

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CAMP DRESSER & MCKEE FOR ENGINEERING SERVICES ASSOCIATED WITH THE DEPARTMENT OF JUSTICE DRAFT CONSENT DECREE

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

SECTION 1: An Agreement with Camp Dresser & McKee, Inc., to provide engineering services to support the City's negotiations with the Department of Justice related to the draft Consent Decree, is hereby approved.

SECTION 2: The City Administrator, or his designee, is authorized to execute individual authorizations under the Agreement, in amounts as necessary, for defined services as required to support the City's negotiations related to the draft Consent Decree, provided that the total sum of the individual authorizations do not exceed the amount authorized under the Agreement.

SECTION 3: The Mayor is hereby authorized to execute an Agreement, for an amount not-to-exceed $350,000.00, for performance of said services.

This Resolution adopted this ____ day of April 2010.

APPROVED:

_____
MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ npr

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator **DATE:** April 13, 2010

FROM: Steve Parke, Director of Utilities

SUBJECT: Engineering Services Agreement
with Camp Dresser & McKee Project Number

As you are aware, the city received an Administrative Order from the Environmental Protection Agency (EPA) requiring the removal of the existing sewer collection system overflow relief pipes within the sewer collection system. Soon thereafter the city received notice of further enforcement action and a draft consent decree from the Department of Justice (DOJ) related to wet weather overflows and bypasses. Negotiations on the draft consent decree have been ongoing with DOJ through the city attorney's office.

The city has presented information to EPA and DOJ supporting its overall approach to address the correction of the wet weather conditions as an appropriate method and that the city should be allowed to continue with its program. In our discussions the DOJ has been adamant that any program to address wastewater system deficiencies should follow the format as specified in their consent decree document. The DOJ will only consider the overall approach of our wet weather management program if the city prepares a comprehensive report for their review which details how our program meets or addresses each point of the methodology as they have called for by the current draft consent decree. There are also two of the many requirements presented by the draft consent decree which must be evaluated in detail at this time so that their full implications on operations cost and department staffing is better defined for this current stage of the negotiations. One is the capacity management operations and maintenance (CMOM) program and the other is the sanitary sewer overflow emergency response plan (OERP). The CMOM program requirements are based upon a detailed analysis of the organizational structure, staffing, equipment and budgeting the city should have in place for ongoing regular maintenance, repair and replacement of its wastewater collection system. The OERP sets out specific actions and requirements that the DOJ believes, based upon their issuance of the wastewater treatment plant permits, that the city must have in place to protect homeowners, businesses and public in the event of a sewer backup or overflow. How these three items become integrated into the final consent decree have significant cost implications to the city.

In order to prepare the needed reporting and analysis the administrative staff and city attorney's office need the continued assistance of Camp Dresser & McKee (CDM) in negotiations with the DOJ. An agreement with CDM has been prepared which sets an overall not-to-exceed maximum amount for individually assigned work tasks as needed by administrative staff or city attorney's office in its negotiations. The maximum amount for work to be authorized under the master agreement is $350,000. The three identified individual tasks discussed above are set for an amount of $150,500. The comprehensive report and OERP are to be completed within 60 days and the CMOM plan is to be completed within 120 days. The remaining amount of $100,000 is to be available for additional tasks as may be necessary to support the ongoing

negotiations. As discussed, staff would provide notice to the Board when additional tasks are issued and include information about scope and cost.

A Resolution authorizing the Mayor to execute an agreement with Camp Dresser & McKee in the amount of $350,000.00, with the City Administrator's authority to issue individual tasks within that amount, is attached. Staff recommends that this agreement for engineering support services associated with the Department of Justice consent decree be presented to the Board for their approval.

Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

pc: Ray Gosack

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: April 15, 2010

SUBJECT: Audit Advisory Committee

Ordinance amending Section 2-292 of the Fort Smith Municipal Code to increase the number of members from the Board of Directors on the Audit Advisory Committee.

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

Printed on 100% Recycled Paper

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: April 14, 2010

SUBJECT: Housing Assistance Board

The terms of Mr. William Oberste and Ms. Jacquelyn Wallace will expire April 30, 2010. Mr. Oberste and Ms. Wallace do not want to be reappointed.

The applicants available at this time are:

Karen V. Wuthrich	8913 Copper Oaks Lane
Jim Harris	525 North 39 Street

Appointments are **by the Board of Directors.** Two appointment are needed; the term will expire April 30, 2012.

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

Printed on 100% Recycled Paper