



AGENDA

**FORT SMITH BOARD OF DIRECTORS
REGULAR MEETING**

December 20, 2011 ~ 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 & PLEDGE OF ALLEGIANCE

ROLL CALL

**PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS
OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING**

(Section 2-37 of Ordinance No. 24-10)

APPROVE MINUTES OF THE DECEMBER 6, 2011 REGULAR MEETING

ITEMS OF BUSINESS:

1. Ordinance certifying to the Sebastian County Tax Collector delinquent property cleanup liens and confirming adoption of Ordinance No. 91-11
2. Consent Agenda
 - A. Resolution authorizing the City Administrator to execute an amendment to the consulting and advisory services agreement with J.C. Watts Companies, L.L.C.
 - B. Resolution granting an easement to Oklahoma Gas and Electric Company to provide electric service to the Mitsubishi Power Systems Americas plant at Chaffee Crossing
 - C. Resolution granting a temporary revocable license for the placement of a sign within a public utility easement and authorizing the Mayor to execute agreement (8520 South 36th Terrace)

- D. Resolution granting a temporary revocable license for the placement of signs within a public right-of-way and authorizing the Mayor to execute agreement (*1615 Dodson Avenue*)
- E. Resolution accepting bids for the purchase of utility trucks (*\$248,626.32 / Utility Department / Budgeted – Various Water & Sewer Capital Outlay Accounts*)
- F. Resolution accepting the donation of the Bass Reeves Legacy Monument, accepting the site plan of said monument and agreeing to maintain the Bass Reeves Legacy Monument
- G. Resolution authorizing payment to RP Systems for the Radio Communications System Project (*\$464,777.00 / Police Department / Budgeted - City of Fort Smith, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2008; Radio Communication Fund*)
- H. Resolution authorizing payment to Fleming Electric, Inc. for the Radio Communications System Project (*\$77,123.37 / Police Department / Budgeted – Program 4701-208*)
- I. Resolution authorizing the Mayor to execute an agreement with Shannon & Wilson, Inc. for providing engineering services associated with Year 2012 Post Construction Monitoring and Inspection of the Lake Fort Smith Dam and Reservoir (*\$69,527.00 / Utility Department / Budgeted - Capital Improvement Program Fund*)
- J. Resolution authorizing final payment to Harris Company of Fort Smith, Inc. for construction of the Rye Hill Sewer Outfall Phase IV (*\$20,488.50 / Utility Department / Budgeted - 2008 Revenue Bonds*)

**OFFICIALS FORUM ~ presentation of information requiring no official action
(Section 2-36 of Ordinance No. 24-10)**

- A. Mayor
- B. Directors
- C. City Administrator

EXECUTIVE SESSION

- Appointments: Advertising and Promotion Commission (2) and Sebastian County Regional Solid Waste Management Board (1)

CITIZENS FORUM ~ presentation of information by citizens ~ an opportunity for citizens to present matters to the Mayor and Board of Directors which involve the city government and are not directly related to items considered on the agenda for this meeting. Presentations are limited to 2 minutes for each citizen (Section 2-44(b) of Ordinance No. 24-10)

ADJOURN

1.

ORDINANCE NO. _____

AN ORDINANCE CERTIFYING TO THE SEBASTIAN COUNTY TAX COLLECTOR DELINQUENT PROPERTY CLEANUP LIENS AND CONFIRMING ADOPTION OF ORDINANCE NO. 91-11

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

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

NAME	ADDRESS OF PROPERTY CLEANED	AMOUNT OF LIEN	LIEN + 10% PENALTY
Jones, William	705 North 35	215.74	237.31
Ruvalcaba, Maria	723 North 13	74.00	81.40
Ruvalcaba, Maria	723 North 13	305.41	335.95
Ruvalcaba, Maria	723 North 13	288.02	316.82
		\$883.17	\$971.48

SECTION 2: The adoption of Ordinance No. 91-11 approved by the governing body on November 15, 2011 is hereby confirmed.

*Approved as to form
JSC
Publish 1 time*

SECTION 3: The provisions of this ordinance are hereby declared to be severable to the extent that a decision by any court of competent jurisdiction determining that any portion of this ordinance or any application thereof is unconstitutional, invalid or otherwise illegal shall not affect the constitutionality, validity or legality of the other provisions and/or applications of the ordinance.

SECTION 4: Emergency Clause. The immediate effectiveness of this ordinance is required in order to comply with time deadlines applicable to the Sebastian County Tax Collector. Therefore, an emergency is hereby declared and this ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED this 20th day of December, 2011.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM

December 16, 2011

TO: Ray Gosack, City Administrator
FROM: Sherri Gard, City Clerk
RE: Certification of Additional Delinquent Property Cleanup Liens

At the November 15, 2011 regular meeting, an ordinance was presented for consideration to certify delinquent property cleanup liens to the Sebastian County Tax Collector. Three (3) property owners were in attendance to appeal cleanup liens included within the ordinance; however, said property owners did not attend the appeal hearings before the Property Owners Appeal Board, which were held in September 2011. Due to such, the Board of Directors removed their cleanup liens from the ordinance and requested the Property Owners Appeal Board consider the aforementioned appeals at their next meeting.

The Property Owners Appeal Board held a meeting on Monday, December 12, 2011 to consider the appeals as requested. Each of the three (3) property owners were notified of the meeting and were in attendance to appeal the cleanup liens for their respective properties. The minutes of said meeting are attached.

The proposed ordinance certifies an additional \$971.48 in delinquent property cleanup liens to the Sebastian County Tax Collector. Each lien includes a 10% penalty.

The ordinance presented and approved at the November 15, 2011 regular meeting was of general and permanent nature; therefore, required suspension of the rules for adoption on its first reading. The motion included the provision and obtained the five (5) affirmative votes for passage on its first reading; however, the ordinance was inadvertently not read as required by law. City Attorney Jerry Canfield has advised such may be corrected by confirming its adoption within the proposed ordinance; therefore, Section 2 of the ordinance confirms adoption of Ordinance No. 91-11 and corrects the procedural error.

In the event any lien included within the proposed ordinance has been paid in full, the motion for approval should also include a provision to allow the removal of said lien(s) from the ordinance prior to formal submission to the Sebastian County tax collector.

If you or members of the board have any questions prior to the meeting, please let me know.

MINUTES OF PROPERTY OWNERS APPEAL BOARD MEETING

DECEMBER 12, 2011 ~ 11:00 A.M.

PLANNING DEPARTMENT CONFERENCE ROOM

The meeting was requested at the City of Fort Smith Board of Directors regular meeting on November 15, 2011 to allow delinquent property owners, who were in attendance at said meeting, an opportunity to be heard regarding charges by the City for abatement costs and who feel they have been wrongly charged.

The meeting was called to order by Karen Lewis, Chairperson, with the following members of the Appeal Board present: Karen Lewis, Scott Monroe, Megan Raynor and Sherry McKinney; absent - Dolores Chitwood. A quorum was declared. Also present were members of the City staff: City Clerk Sherri Gard, Neighborhood Services Supervisor Rick Ruth and Inspectors Dean Polk and Randal Hicks.

Chairperson Lewis stated the purpose of the meeting, and then each member of the Appeal Board introduced themselves, advising how long they have been property owners in Fort Smith.

Chairperson Lewis announced to all in attendance that an ordinance certifying those liens, which remain due and payable after the meeting, to the Sebastian County Tax Collector will be presented to the Fort Smith Board of Directors at their December 20, 2011 regular meeting. Property owners may also appeal the action taken by the Property Owners Appeal Board at the aforementioned meeting.

City Clerk Sherri Gard further advised that if property owners wish to pay the subject liens in full or make payment arrangements for reimbursement, such must be accomplished within the next couple of days. The purpose for such is because the

aforementioned ordinance must be prepared, reviewed and delivered to the Board of Directors on Friday, December 16th for consideration at the December 20, 2011 regular meeting.

The following property owners were present to address the Appeal Board:

- **William Jones**
Fort Smith, Arkansas

Property: 705 North 35th Street
Owner: William Jones
Cleaned: February 22, 2011 ~ \$275.22

Neighborhood Services Supervisor Rick Ruth and Inspector Randal Hicks reviewed the property file, presented pictures and video of the cleaning.

Mr. Jones did not wish to dispute the cleaning or question if proper notification was fulfilled by the City. He merely expressed discontent that when he became aware of the cleaning, he came to City Offices and offered to pay actual contractor fees; however, the Finance Department would not accept his payment as all administrative fees had not yet been assessed. Mr. Jones later received a statement with a lesser amount than originally advised; therefore, he paid the account in full. He later discovered that the lesser amount he paid in full was actually for an additional cleaning that took place in August 2011, which was not included in this year's appeal process.

Appeal Board Action ~ 705 North 35th Street

The Appeal Board expressed appreciation to Mr. Jones for his attempt to reimburse the City for the cleaning in a very timely manner. All fees associated with the subject cleaning were thoroughly reviewed, and since payment was refused, the Appeal Board recommended the Finance Department administrative fee of \$59.48 be removed from the total amount due.

Monroe, seconded by McKinney, moved to reduce the lien by \$59.48 for the Finance Department portion of administrative fees, which reduced the total amount due to \$215.74. The motion included that said amount be forwarded to the Sebastian County Tax Collector for placing on the tax records. The members present all voting aye, Chairperson Lewis declared the motion carried.

Mr. Jones questioned if the August 2011 cleaning, which he paid in full, can be appealed in next year's process even though such has been paid in full.

Mrs. Gard advised the governing ordinance only allows appeals for those liens which are 90 days delinquent as of July 15 of each year.

■ **Tong Lam**
Fort Smith, Arkansas

Property: 703 South 19th Street
Owner: Lam Family Trust
Cleaned: July 19, 2010 ~ \$285.16

Mr. Ruth and Inspector Dean Polk reviewed the property file, presented pictures and video of the cleaning. The property was first posted on June 23, 2010 for overgrowth, trash and debris. Such was reinspected on July 10, 2010 whereby violations remained; therefore, the matter was assigned to the City contractor on July 13, 2010. A certified letter advising of the violations was forwarded to the property owner address of 3624 Brooken Hill, which was per county records; however, such was returned "unable to forward".

Mr. Lam advised the subject property is rental property and had not been occupied since June 2010. He expressed discontent that no notification was received regarding the violation as the notice was sent to his prior address. Regardless, he alleged a contractor was working within the structure and cleaned the entire property on August 30, 2010; therefore, he reiterated that "his" contractor cleaned the property, not the City.

Appeal Board Action ~ 703 South 19th Street

The Appeal Board discussed the matter and clarified the City's contractor cleaned the property on July 19, 2010, which was several weeks prior to Mr. Lam's allegation that his contractor cleaned the property on August 30, 2011.

Chairperson Lewis encouraged Mr. Lam to contact the Sebastian County Tax Assessor and provide a valid mailing address to ensure any future notices are received; however, Mr. Ruth noted the county records have been updated and now maintains Mr. Lam's correct mailing address.

Monroe, seconded by Raynor, moved that the lien remain in full (\$285.16) and same be forwarded to the Sebastian County Tax

Collector for placing on the tax records. The members present all voting aye, Chairperson Lewis declared the motion carried.

Note: Mr. Lam expressed discontent with the action taken; however, he presented a personal check in the amount of \$285.16 to the City Clerk, which paid the lien in full.

■ **Maria Ruvalcaba
Van Buren, Arkansas**

Property: 723 North 13th Street
Owner: Maria Ruvalcaba
Cleaned: July 16, 2010 ~ \$228.82 (graffiti)
September 16, 2010 ~ \$305.41
October 26, 2010 ~ \$288.02

Mr. Ruth and Inspector Randal Hicks reviewed the property file, provided pictures and presented video of the cleanings. The property maintains two (2) separate structures, which both were vacant at the time of each cleaning, and have remained unoccupied due to each structure being uninhabitable. The two (2) structures have different mailing addresses as such is a corner lot; however, they maintain the same legal description. The cleaning that took place in July was merely for graffiti removal; however, the cleanings in September and October were for overgrowth in the front, back, side and easements of the property. Certified letters were forwarded to Ms. Ruvalcaba whereby receipts are on file that she signed for and received the notification.

With regard to graffiti removal in July, Ms. Ruvalcaba alleged she painted over the graffiti, not the City. She did not dispute the other cleanings, but provided an explanation as to why such was not done, i.e., she did not have an adequate lawn mower, excessive rain prohibited mowing for many weeks, and ongoing sidewalk construction prohibited mowing of the easement. Ms. Ruvalcaba advised of multiple break-ins and thefts; therefore, she and her husband decided to sell the property and have listed such with a realtor. In order to ensure no further cleanup violations, they now have an individual to maintain the property every two (2) weeks. Ms. Ruvalcaba further advised of an excessive IRS tax debt and requested leniency with regard to reimbursement to the City.

Mr. Hicks confirmed sidewalk construction was ongoing during the time-frame of the cleanings; however, such area was not included within the subject violations.

Appeal Board Action ~ 723 North 13th Street

The Appeal Board discussed the matter with Ms. Ruvalcaba and extended much empathy for her situation; however, such does not negate the fact that the City cleaned the property on multiple occasions.

McKinney, seconded by Raynor, moved to reduce the administrative fee of \$154.82 from the graffiti removal in July, which reduced the total amount due for such to \$74.00. The motion included that same be forwarded to the Sebastian County Tax Collector for placing on the tax records. The members present all voting aye, Chairperson Lewis declared the motion carried.

Raynor, seconded by Monroe, moved that the remaining liens for cleanings in September and October remain due and payable in full (totaling \$593.43), and same be forwarded to the Sebastian County Tax Collector for placing on the tax records. The members present all voting aye, Chairperson Lewis declared the motion carried.

Ms. Ruvalcaba conveyed interest in executing a payment arrangement for the total amount due whereby the City Clerk advised such may be considered and agreed to discuss the matter immediately after the meeting.

Mr. Ruth advised of ongoing structural issues with the main structure on the property and requested Ms. Ruvalcaba contact him as soon as possible to discuss the ongoing issues.

There being no further business to come before the Appeal Board, Monroe moved that the hearing adjourn. The motion was seconded by McKinney and the members present all voting aye, Chairperson Lewis declared the motion carried and the hearing adjourned at 12:03 p.m.

Sherri Gard, City Clerk

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO THE CONSULTING AND ADVISORY SERVICES AGREEMENT WITH THE J.C. WATTS COMPANIES, L.L.C.

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

The City Administrator is authorized to execute an amendment to the existing Consulting and Advisory Services Agreement with the J.C. Watts Companies, L.L.C. (Exhibit "A").

This Resolution adopted this _____ day of December, 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

No Publication Required



MEMORANDUM

December 15, 2011

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Lobbyist Services Agreement

Attached for the board's consideration is a resolution approving an amendment to our agreement with The J.C. Watts Companies for lobbyist services in Washington, D.C. The amendment reduces the monthly fee from \$8,500 to \$6,000 as was discussed during the 2012 budget review. This adjustment saves the city \$30,000 a year. The staff recommends approval of the resolution.

Ray

Attachment

AMENDMENT NO. 1 TO CONSULTING AND ADVISORY SERVICES AGREEMENT

THIS AMENDMENT made and entered into on the ____ day of _____, 2011, by and between the City of Fort Smith, Arkansas (“City”) and J.C. Watts Companies, L.L.C (“Consultant”), to be effective December 31, 2011.

WHEREAS, the City and the Consultant, by signatures dated October 23, 2007, and October 29, 2007, respectively, entered into a Consulting and Advisory Services Agreement (“Agreement”); and,

WHEREAS, the City and the Consultant presently wish to amend the Agreement in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties agree that the recitals above are true and correct in all material respects.
2. The parties agree that paragraph 4(a) of the Agreement is hereby modified and amended as follows:

4(a) In consideration of the services provided for City by Consultant as fully set forth in Section 1, Consultant will be paid a fee of \$6,000.00 per month, effective January 1, 2012, and all subsequent months’ retainers will be due on the first (1st) day of that month upon receipt of invoice from Consultant.
3. The parties hereby confirm that all other terms and conditions of the Agreement are in full force and effect, unamended except as expressly provided in this present amendment.

IN WITNESS WHEREOF, this Amendment to Lease Agreement has been executed under seal as of the day and year first above written.

City of Fort Smith, Arkansas

The J.C. Watts Companies, L.L.C.

By: _____
Ray Gosack, City Administrator

By: _____
Jon Vandenneuvel

Date: _____
623 Garrison Avenue, Room 315
Fort Smith, AR 72901
Phone: (479) 784-2201
Fax: (479) 784-2430

Date: _____
600 13th Street NW, Suite 790
Washington, D.C. 20005
Phone: (202) 207-2854
Fax: (202) 207-2853

RESOLUTION NO. R-189-07

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONSULTING AND ADVISORY SERVICES AGREEMENT WITH THE J.C. WATTS COMPANIES, L.L.C.

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

The City Administrator is authorized to enter into a consulting and advisory services agreement with the J.C. Watts Companies, L.L.C. (Exhibit "A").

THIS RESOLUTION ADOPTED THIS 16th DAY OF October, 2007.

APPROVED:

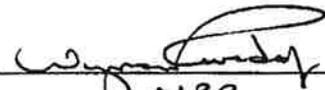
This resolution went into effect w/o Mayor's signature

Mayor

ATTEST:

City Clerk

Approved as to form:


D NPR

189-07

CONSULTING AND ADVISORY SERVICES AGREEMENT

MADE BY AND BETWEEN:

**THE J.C. WATTS COMPANIES, L.L.C.
600 13th Street NW, Suite 790
Washington, D.C. 20005**

And

**City of Fort Smith, Arkansas
623 Garrison Avenue, Room 315
Fort Smith, AR 72901**

WHEREAS, The J.C. Watts Companies, L.L.C. ("Consultant") provides management consulting and advisory services to a variety of industries; and

WHEREAS, the City of Fort Smith, Arkansas ("City") seeks to retain Consultant to render to City such consulting and advisory services; and

WHEREAS, Consultant is ready, willing and able to render such consulting and advisory services to City as hereinafter described on the terms and conditions more fully set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this agreement ("Agreement"), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **CONSULTING SERVICES.** Consultant agrees to use its best efforts to:

a) Work with City to design and implement plans, both in Washington, DC and the State of Arkansas, to secure resources and other policy or regulatory support for City initiatives and priorities;

- A. Help City define priorities;
- B. Analyze various federal legislative and Executive branch program initiatives and legislation and provide recommendations for City's action;
- C. Develop and maintain communications with key Congressional Committees, Members of Congress and decision makers in the federal Executive branch on City's behalf;
- D. Coordinate and arrange meetings between City officials and Members and appropriate Congressional members and staff;

E. Prepare written updates and assessments of progress on achieving City's legislative needs and objectives, at least monthly.

b) Assist City leaders in efforts to identify and secure investment in the region.

c) Assist City leaders in facilitating economic development opportunities and alliances for City stakeholders throughout the U.S. and the world.

2. SCOPE AND STANDARDS OF SERVICES.

a) It is acknowledged and agreed by City that Consultant is not rendering legal advice or performing accounting services, nor acting as an investment advisor or broker-dealer within the meaning of applicable state and federal securities laws. City acknowledges that, Consultant, as a matter of policy, does not, and will not, endorse any companies or investments.

b) Consultant agrees to perform its consulting duties hereto solely as an independent contractor. Nothing contained herein shall be considered as creating an employer-employee relationship between the parties to this Agreement.

c) Consultant retains the right to control or direct the manner in which the services described in Section 1 are to be performed. However, City will provide Consultant with reasonable access to City marketing information, records, and personnel that are required to support Consultant in properly performing under the Agreement.

d) City acknowledges and agrees that Consultant cannot guarantee the results or effectiveness of any of the services rendered or to be rendered by Consultant hereunder. Rather, Consultant shall use its best efforts to conduct its services and affairs in a professional manner and in accordance with good industry practice.

e) City will comply with all applicable state and federal securities laws on capital-raising activities.

3. TERM OF AGREEMENT. Consultant's engagement hereunder shall have an initial term of one (1) year, commencing on October 15, 2007, and ending on October 14, 2008, subject to termination as hereinafter provided in Section 5. Unless otherwise terminated as provided herein, the term of this Agreement shall automatically renew on a year-to-year basis at the end of the initial term and each subsequent renewal term unless either party gives written notice of non-renewal to the other at least ninety (90) days prior to the last day of the initial term, i.e. July 16, 2008, or the then-current renewal term. Expiration of or failure to renew this Agreement shall be without prejudice to any rights to compensation or other payment to Consultant pursuant to Section 4.

4. COMPENSATION

- a) In consideration of the services provided for City by Consultant as fully set forth in Section 1, Consultant will be paid a fee of \$8,500.00 per month, the first (1st) month's payment is due upon execution of this agreement and all subsequent months retainers will be due on the first (1st) day of that month upon receipt of invoice from Consultant.
- b) City shall reimburse Consultant for all reasonable expenses (prior approval by City required for any expenses in excess of \$200.00) and disbursements incurred by Consultant in connection with its performance under this Agreement.
- c) Consultant shall be responsible for all taxes, levies and charges that may accrue to Consultant by virtue of the compensation, reimbursements, or other payments to be paid or made to it hereunder. City shall make all payments hereunder without deduction or withholding of any taxes, levies, duties, charges, or expenses whatsoever. City's obligations under this Section 4 shall be performed without any right to invoke set-off, deduction or similar rights.

5. TERMINATION.

- a) Either party may terminate this Agreement by and upon delivery of written notice to the other at any time if such other party: (i) makes an assignment for the benefit of creditors; (ii) becomes adjudicated bankrupt; (iii) files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other kind of relief under Title 11 of the United States code or a successor or state insolvency law ("Bankruptcy Law"); (iv) has filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under the Bankruptcy Law, which petition is not discharged within thirty (30) days; or (v) applies for or permits the appointment of a receiver or a trustee for its assets. Termination under this Subsection 5(a) shall be without prejudice to any rights to compensation or other payment of Consultant pursuant to Section 4 above.
- b) Either party may terminate this Agreement if the other party is in material breach of any of the representations or warranties set forth herein, or fails to perform or is otherwise in breach of any of its other material obligations under this Agreement and, after receiving written notice of such breach from the other party exercising its right to terminate this Agreement, does not remedy such breach within thirty (30) days after receipt of such written notice, in which case this Agreement shall terminate upon the expiration of such period. In addition, Consultant may terminate this Agreement by and upon delivery of written notice to City at any time if City shall violate any law, ordinance, permit or regulation of any governmental entity, except for violations which either singularly or in the aggregate do not have or will not have a material adverse effect on the operations of City. Termination by Consultant under

this Subsection 5(b) shall be without prejudice to any rights to compensation or other payment of Consultant pursuant to Section 4 above.

- c) Either party may terminate this Agreement by and upon delivery of ninety (90) days written notice to the other party, provided that this Agreement shall remain in full force and effect during such ninety (90) day notice period. All consideration received by the parties prior to the termination shall be retained by the parties without right of recourse.

6. NONDISCLOSURE.

- a) Consultant and City acknowledge that in the course of this relationship, they each may be exposed to or acquire information that is proprietary to or confidential to the other party. The parties agree to hold such information in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purposes whatsoever, without the express written permission of the other party, other than for the performance of obligations hereunder or as otherwise agreed to herein, and to advise each of their employees, agents and representatives of their obligations to keep such information confidential.
- b) The parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any confidential information. Without limitation of the foregoing, the parties shall use reasonable efforts to advise each other immediately in the event that either learns of or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such persons.
- c) Notwithstanding the obligations set forth in the preceding sections, the confidentiality obligations of the parties shall not extend to information that: (i) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party or is subsequently learned from a third party not under a confidentiality obligation to the providing party; or (iv) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the disclosing party shall provide prompt written notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy. In the event that a protective order or other appropriate remedy is not obtained, the disclosing party agrees to disclose only that portion of the confidential information that is required; (v) City and Consultant recognize that the City is subject to the Freedom of Information Act of the State of Arkansas.

- d) Except as required by law, neither Consultant nor City will disclose to a third party any of the details connected with this Agreement. Notwithstanding the foregoing, Consultant shall have the right to disclose its client list when contacting or communicating with any public official, agency or employee. City acknowledges and agrees that Consultant's business practice is always to disclose its client list prior to communicating with any public official, agency or employee. Moreover, notwithstanding the foregoing sections (a) through (c), unless notified otherwise by City, Consultant may include City in any client list that it provides to individual prospective clients for marketing purposes. Similarly, City may acknowledge a consulting relationship with Consultant in discussions with investors and partners when appropriate. This sentence shall not be deemed to authorize City to include Consultant or Congressman J.C. Watts' name, likeness or voice in any advertisements, publications or commercial websites without prior specific written authorization.
- e) All obligations relating to confidential and proprietary information shall survive the termination of this Agreement.

7. COMMUNICATIONS CONSIDERATIONS. Consultant and City will ensure that any news releases or written public statements directly referencing the other will be mutually reviewed and approved before release. City will notify Consultant about news media inquiries made concerning J.C. Watts or Consultant's business relationships.

8. CONFLICT OF INTEREST. Consultant shall be free to perform services for other persons, corporations, and institutions. Consultant will notify City within ten (10) days of its intent to perform consulting services for any other person or entity that prevents Consultant from fulfilling its obligations under this Agreement. Upon receiving such notice, City may terminate this Agreement or consent to Consultant's outside consulting activities.

9. INDEMNIFICATION BY CONSULTANT. Consultant shall protect, defend, indemnify, and hold City and its successors and assigns and its attorneys, accountants, employees, members, managers, officers, agents and directors harmless from and against all losses, liabilities, damages, judgments, claims, counterclaims, demands, actions, proceedings, costs and expenses (including reasonable attorneys' fees and disbursements), interest, penalties, fines, judgments of every kind and character which may be alleged, asserted or claimed, relating to or arising out of (i) the inaccuracy, non-fulfillment or breach of any representation, warranty, covenant or agreement made by Consultant herein; (ii) Consultant's performance of this Agreement or (iii) the fact that City is performing as set forth in this Agreement, regardless of whether City is currently performing under this Agreement, if City acted in good faith under this Agreement and had no reasonable cause to believe its conduct was unlawful. Notwithstanding the foregoing, Consultant shall not be obligated to indemnify City for acts or omissions of City that involve City's fraudulent, dishonest or willful misconduct.

10. **NOTICES.** All notices under this Agreement shall be in writing and shall be effective upon personal delivery to a party, or three business days after deposit in the United States mail, registered or certified, postage prepaid and addressed to the respective parties as follows (or such other address as the parties may from time to time designate in writing):

The J.C. Watts Companies, LLC
Attention: Jonathan Vandenheuvel
600 13th Street NW
Suite 790
Washington, D.C. 20005
Phone: (202) 207-2854
Fax: (202) 207-2853

City of Fort Smith, Arkansas
Attention: Dean Kruithof
623 Garrison Avenue
Room 315
Fort Smith, AR 72901
Phone: (479) 784-2201
Fax: (479) 784-2430

11. **APPLICABLE LAW.** It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Arkansas and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with or by reason of this Agreement, the laws of the State of Arkansas shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction on which any action or special proceeding may be instituted.

12. **SEVERABILITY.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

13. **ENTIRE AGREEMENT.** This Agreement constitutes and embodies the entire understanding and agreement of the parties and supersedes and replaces all prior understanding, agreements and negotiations between the parties. No representations by any person shall have any force or effect, regardless of when made, except as specifically included in this written agreement or a subsequent written agreement executed by all parties.

14. **WAIVER.** The failure to insist on strict compliance with any of the terms, provisions or conditions of this Agreement or the failure to exercise any right or privilege shall not operate or be construed as a waiver thereof, or of any subsequent breach thereof or a waiver of any other terms, provisions, conditions, privileges or rights.

15. **CHANGES AND MODIFICATIONS.** No change or modification of this Agreement shall be effective for any purpose except when made by written agreement signed by both parties.

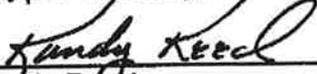
16. **MEDIATION.**

- a) In the event of any dispute (as defined herein below) arising out of or relating to this Agreement, or the breach thereof, the parties agree that, before having recourse to arbitration or a court of law, they will participate in at least four (4) hours of mediation in accordance with the commercial mediation rules of the American Arbitration Association.
- b) The term "dispute" shall mean any action, dispute, claim or controversy of any kind, whether in contract or in tort, under either statutory or common law or both, now existing or hereafter arising between the parties in any way pertaining to (i) this Agreement or any related agreement, document or instrument; and (ii) any incidents, omissions, acts, practices or occurrences arising out of any service or product furnished or agreed to be furnished under this Agreement causing property damage to either party and is asserted that the other party or its agents, employees or representatives, may be liable, in whole or in part; provided, however, that the parties may seek injunctions and similar forms of equitable relief with courts of competent jurisdiction.

17. COUNTERPARTS. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

City of Fort Smith, Arkansas

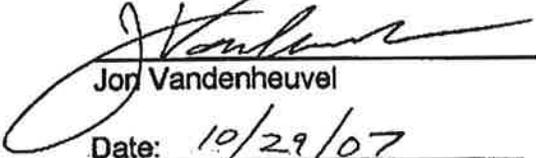


Randy Reed

Date: 10/23/07

623 Garrison Avenue, Room 315
Fort Smith, AR 72901
Phone: (479) 784-2201
Fax: (479) 784-2430

The J.C. Watts Companies, L.L.C.



Jon Vandenheuvel

Date: 10/29/07

600 13th Street NW, Suite 790
Washington, D.C. 20005
Phone: (202) 207-2854
Fax: (202) 207-2853

RESOLUTION NO. _____

**A RESOLUTION GRANTING AN EASEMENT TO
OKLAHOMA GAS AND ELECTRIC COMPANY TO PROVIDE
ELECTRIC SERVICE TO THE MITSUBISHI POWER SYSTEMS AMERICAS
PLANT AT CHAFFEE CROSSING**

WHEREAS, the City of Fort Smith holds the deed to the land for the Mitsubishi Power Systems Americas plant at Chaffee Crossing due to the city's issuance of industrial development revenue bonds for the construction of the plant; and

WHEREAS, Oklahoma Gas and Electric Company will provide electric service to the plant, and must have an easement for the electric service facilities which crosses the plant property; and

WHEREAS, Mitsubishi Power Systems Americas has concurred with the approval of said easement;

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

The easement attached hereto as Exhibit A to Oklahoma Gas and Electric Company to provide electric service to the Mitsubishi Power Systems Americas plant at Chaffee Crossing is hereby approved. The Mayor is authorized to execute said easement on behalf of the city.

This Resolution passed this _____ day of December, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM



No Publication Required



MEMORANDUM

December 15, 2011

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Mitsubishi Plant - Electric Service Easement

OG&E will be providing electric service to the Mitsubishi plant at Chaffee Crossing. An easement for the OG&E facilities across the Mitsubishi property is necessary. The city holds the deed to the Mitsubishi property because of the city's issuance of industrial development revenue bonds for the project. Thus, the city must approve the OG&E easement. Mitsubishi has reviewed the easement and concurs with it (see attached e-mail).

Attached for the board's consideration is a resolution approving the easement and authorizing the mayor to execute it. The staff recommends approval of the resolution.

A handwritten signature in cursive script that reads "Ray".

Attachments

cc: James Lillie, Mitsubishi Power Systems Americas

THIS INSTRUMENT WAS PREPARED BY
LAND MANAGEMENT
AFTER RECORDING RETURN TO SAME @:
OG&E ELECTRIC SERVICES
ATTN: RIGHT OF WAY DEPT. - M/C AF90
7200 HIGHWAY 45
FORT SMITH, ARKANSAS 72916

EASEMENT

Work Order # 7315606, 7315917

KNOW ALL MEN BY THESE PRESENTS:

THAT CITY OF FORT SMITH, ARKANSAS, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate, maintain and reconstruct underground and the above ground pad mount transformers (no above ground structure shall be erected that is in direct violation of Mitsubishi Power Systems Americas' Foreign Trade Zone (FTZ; 15CFR400), for the transmission and distribution of electrical current and communication messages including the right of ingress and egress to and from said system across adjoining lands of Grantor, upon and across the following real property and premises, situated in Sebastian (Fort Smith District) County, State of Arkansas, to wit:

EXHIBIT A ATTACHED HERETO FOR REFERENCE

12' Wide Easement Along North Property Line:

A 12.0 foot wide electric easement being part of Lot 1, Mitsubishi Addition, being filed for record 2/11/2011, as plat 1830d, said easement lying 6.0 feet on each side of the following described centerline: Commencing at the Northwest corner of said Lot 1, Mitsubishi Addition; thence South 24 deg. 23' 31" West 6.44 feet along the westerly line of said Lot 1 to the point of beginning; thence parallel and 6.0 feet distant from the North line of said Lot 1, South 86 deg. 49' 41" East 996.59 feet to the point of termination of said centerline.

ALSO: 15' Wide Easement to Transformer Near Southwest corner of Building:

A 15.0 foot wide electric easement being part of Lot 1, Mitsubishi Addition, being filed for record 2/11/2011, as plat 1830d, said easement lying 7.5 feet on each side of the following described centerline: Commencing at the Northwest corner of said Lot 1, Mitsubishi Addition; thence along the Westerly line of said Lot 1 the following bearings and distances: South 24 deg. 23' 31" West 101.23 feet; 345.80 feet along the arc of a curve to the right, said curve having a radius of 3080.00 feet and being subtended by a chord having a bearing of South 27 deg. 36' 30" West and a distance of 345.62 feet; thence South 30 deg. 49' 29" West 344.17 feet to the point of beginning; thence South 60 deg. 39' 54" East 238.81 feet to the point of termination of said centerline.

ALSO: 15' Wide Easement to Transformer Near Northeast corner of Building:

A 15.0 foot wide electric easement being part of Lot 1, Mitsubishi Addition, being filed for record 2/11/2011, as plat 1830d, said easement lying 7.5 feet on each side of the following described centerline: Commencing at the Northwest corner of said Lot 1, Mitsubishi Addition; Thence South 24 deg. 23' 31" West 6.44 feet along the Westerly line of said Lot 1; thence parallel and 6.0 feet distant from the North line of said Lot 1, South 86 deg. 49' 41" East 985.44 feet to the point of beginning; thence South 12 deg. 28' 56" East 161.56 feet; thence 41.96 feet along the arc of a curve to the right, said curve having a radius of 45.37 feet and being subtended by a chord having a bearing of South 14 deg. 00' 32" West and a distance of 40.48 feet; thence South 40 deg. 30' 00" West 356.76 feet; thence South 59 deg. 42' 17" East 49.47 feet to the point of termination of said centerline.

Grantor further covenants and agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of Ark. Code 14-271-101 et seq. (One-call statute).

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of _____, 2011

CITY OF FORT SMITH, ARKANSAS

By: _____
Title: MAYOR

STATE OF _____

COUNTY OF _____

}
} **ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public, in and for Said County and State, on this _____ day of _____, 2011, personally appeared **SANDY SANDERS**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **MAYOR** and stated that HE has executed the same for the considerations and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2011

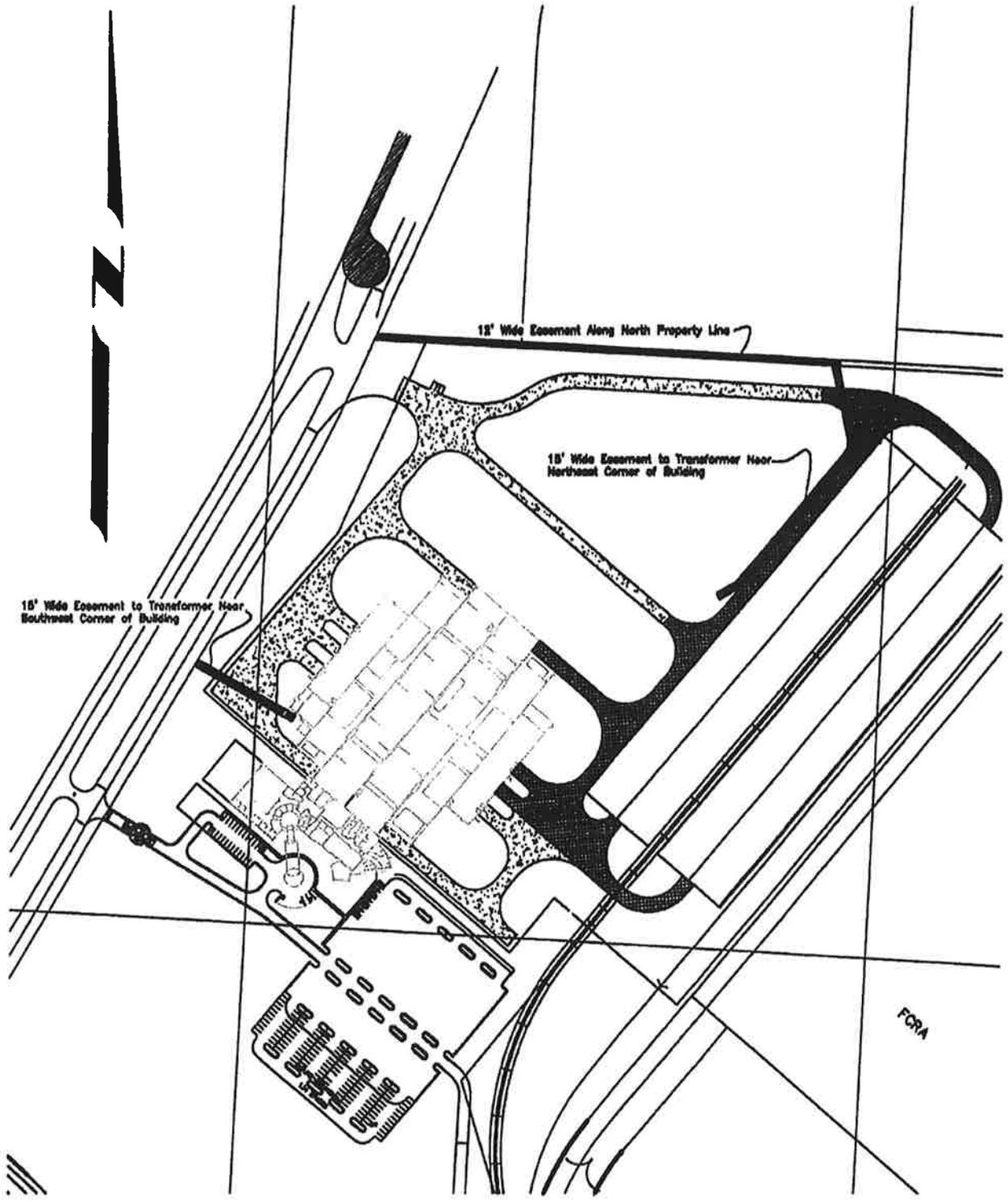
My Commission Expires:

Notary Public

(SEAL)

MICKLE-WAGNER-COLEMAN, INC.
Engineers Consultants Surveyors

3434 Country Club Avenue
P.O. Box 1507
Fort Smith, Arkansas 72902



WO: 7315606
7315917

OG&E Easements

Mitsubishi Addition-Lot 1

*EXHIBIT
A*

Gosack, Ray

Subject: FW: Mitsubishi Power Systems easement

From: Lillie, James [mailto:JLillie@mpshq.com]
Sent: Wednesday, December 14, 2011 7:22 AM
To: Gosack, Ray
Cc: Wang, Jonathan; Snodgrass, Stan
Subject: RE: Mitsubishi Power Systems easement

Ray,
The Easement document provided by Ms. Reta Gilbreath of OG&E Electric Services has incorporated Mitsubishi Power Systems Americas comments. Therefore is released for processing and execution.
Thank you,

James D. Lillie

Mitsubishi Power Systems Americas
General Manager, Operations & Supply Chain Management
2287 Premier Row, Orlando, FL 32809
e-mail: jlillie@mpshq.com
Office: 407-688-6961

From: Gosack, Ray [mailto:gosack@FortSmithAR.gov]
Sent: Tuesday, December 13, 2011 5:14 PM
To: Lillie, James
Cc: Wang, Jonathan; Snodgrass, Stan
Subject: FW: Mitsubishi Power Systems easement

James,

OG&E has sent us the attached easement for providing electric service to MPSA's Fort Smith plant. Will you have this reviewed on behalf of MPSA and give us MPSA's concurrence with the easement location and the form of the easement document. We won't execute the easement until we know that MPSA is satisfied with it.

Thanks.

Ray

20.

RESOLUTION NO. _____

**A RESOLUTION GRANTING A TEMPORARY REVOCABLE LICENSE FOR THE
PLACEMENT OF A SIGN WITHIN A
PUBLIC UTILITY EASEMENT
AND
AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT**

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

SECTION 1: A Temporary Revocable License is hereby granted to P & J Management, Inc., their successors or assigns for the placement and maintenance of a sign within a public utility easement at 8520 South 36th Terrace as shown in Exhibit "A."

SECTION 2: The Mayor is authorized to execute the agreement for the above-captioned Temporary Revocable License.

THIS RESOLUTION ADOPTED THIS _____ DAY OF DECEMBER 2011.

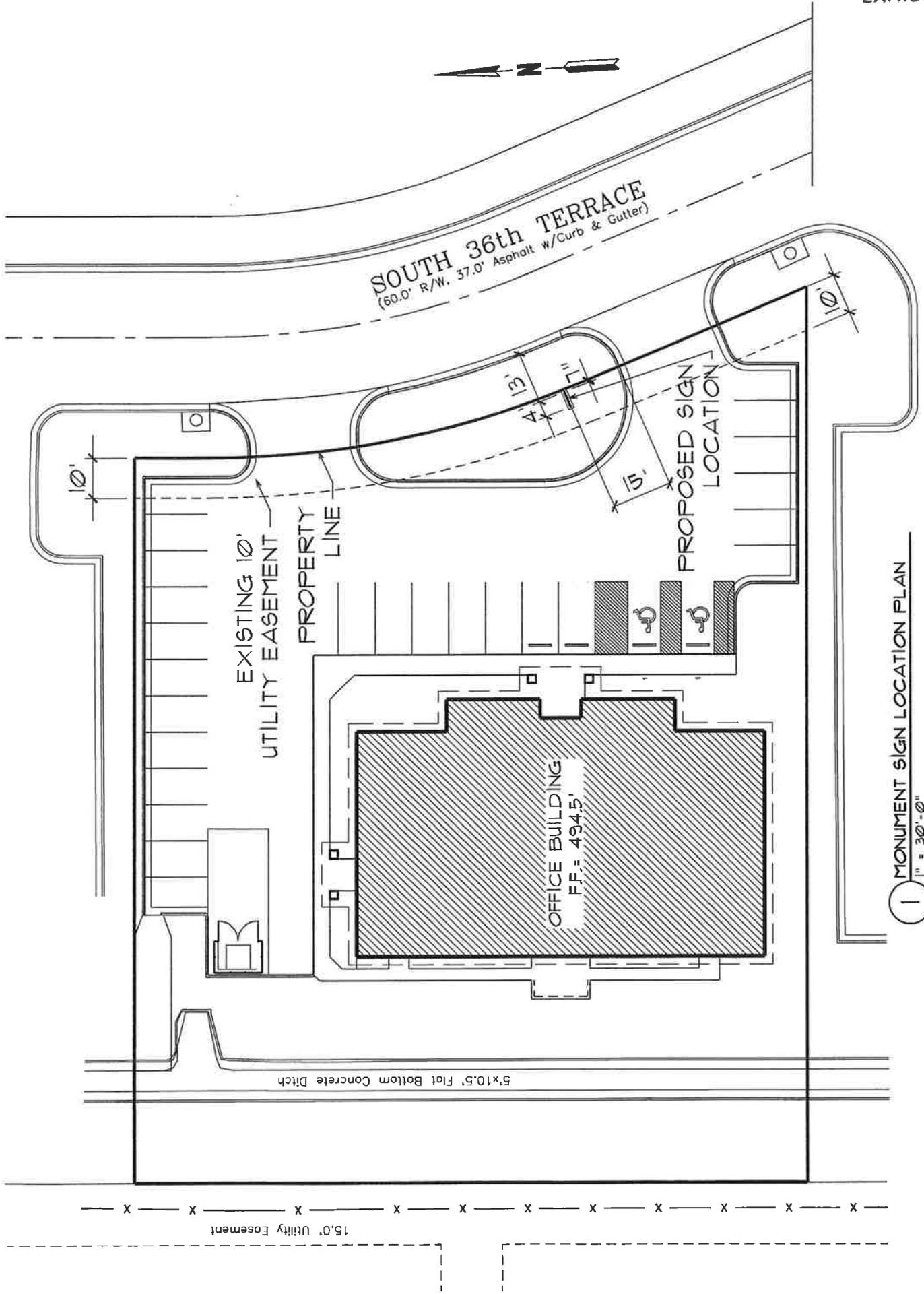
APPROVED:

Mayor

ATTEST:

City Clerk

*Approved as to form
JSC
No publication required*



1 MONUMENT SIGN LOCATION PLAN
1" = 30'-0"

Memo

To: Ray Gosack, City Administrator

From: Wally Bailey, Director of Development Services

Date: December 16, 2011

Subject: Temporary Revocable License for the Placement of a Sign within a Public Utility Easement at 8520 South 36th Terrace

James Stein, owner of P & J Management and Stein Long Term Care, has requested a Temporary Revocable License for the placement of a monument sign within a public utility easement at 8520 South 36th Terrace. Please see the enclosed vicinity map.

The proposed 4' x 2.5' monument sign with a 24" tall base will be located within an existing 10' public utility easement parallel with South 36th Terrace. Please see attached Exhibits "A" and "B", which show the location and illustration of the proposed sign.

The request was reviewed by the appropriate city departments and the franchise utility companies. There were no concerns or objections to the request. This request is consistent with a recently approved Temporary Revocable License for a monument sign at 8500 South 36th Terrace.

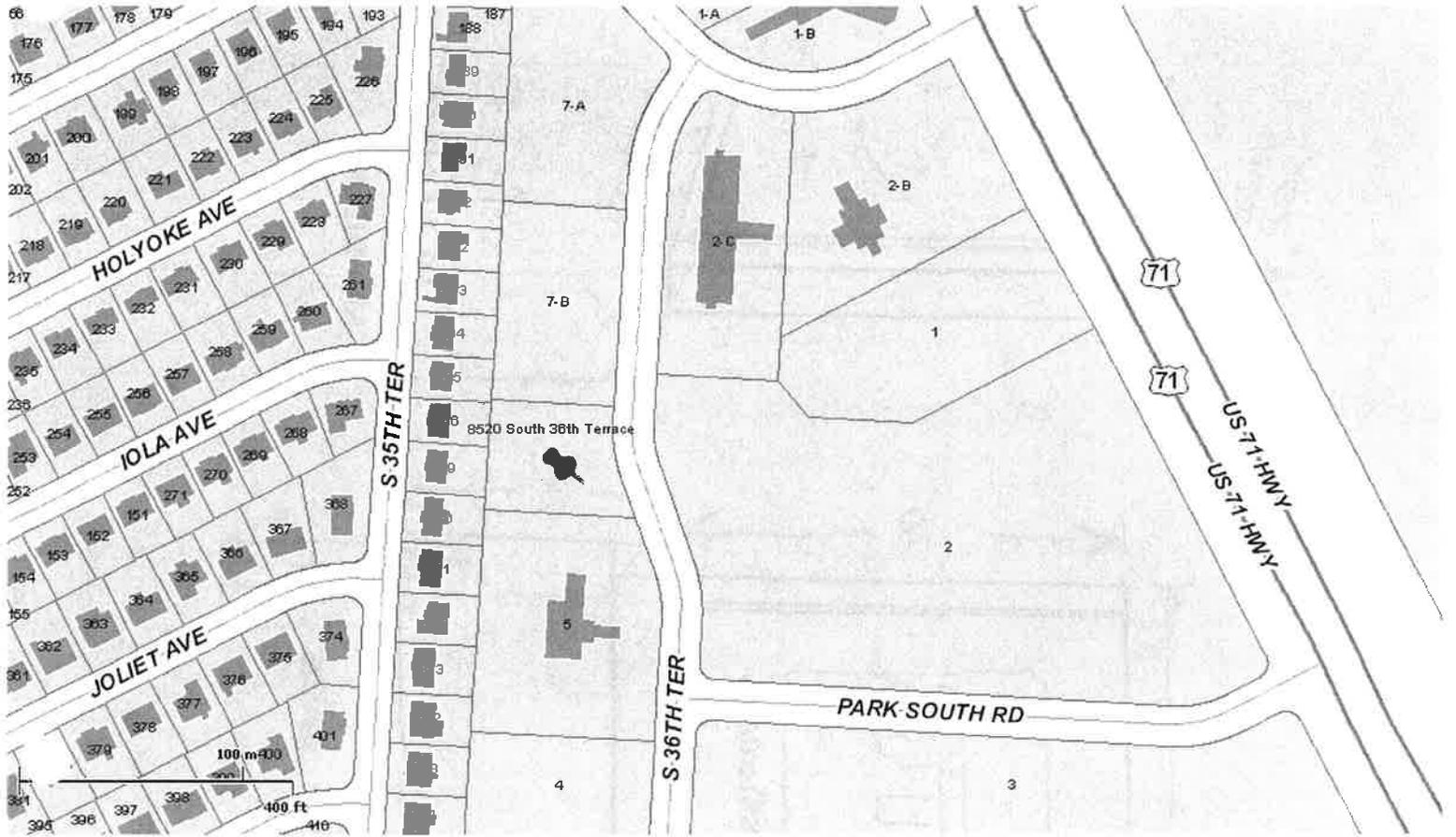
Attached for the Board's consideration is a Resolution granting the Temporary Revocable License and authorizing Mayor Sanders to sign a Temporary Revocable License Agreement.

Mr. Stein has agreed to the terms of the Temporary Revocable License and has signed the agreement. Enclosed is a copy of the signed agreement.

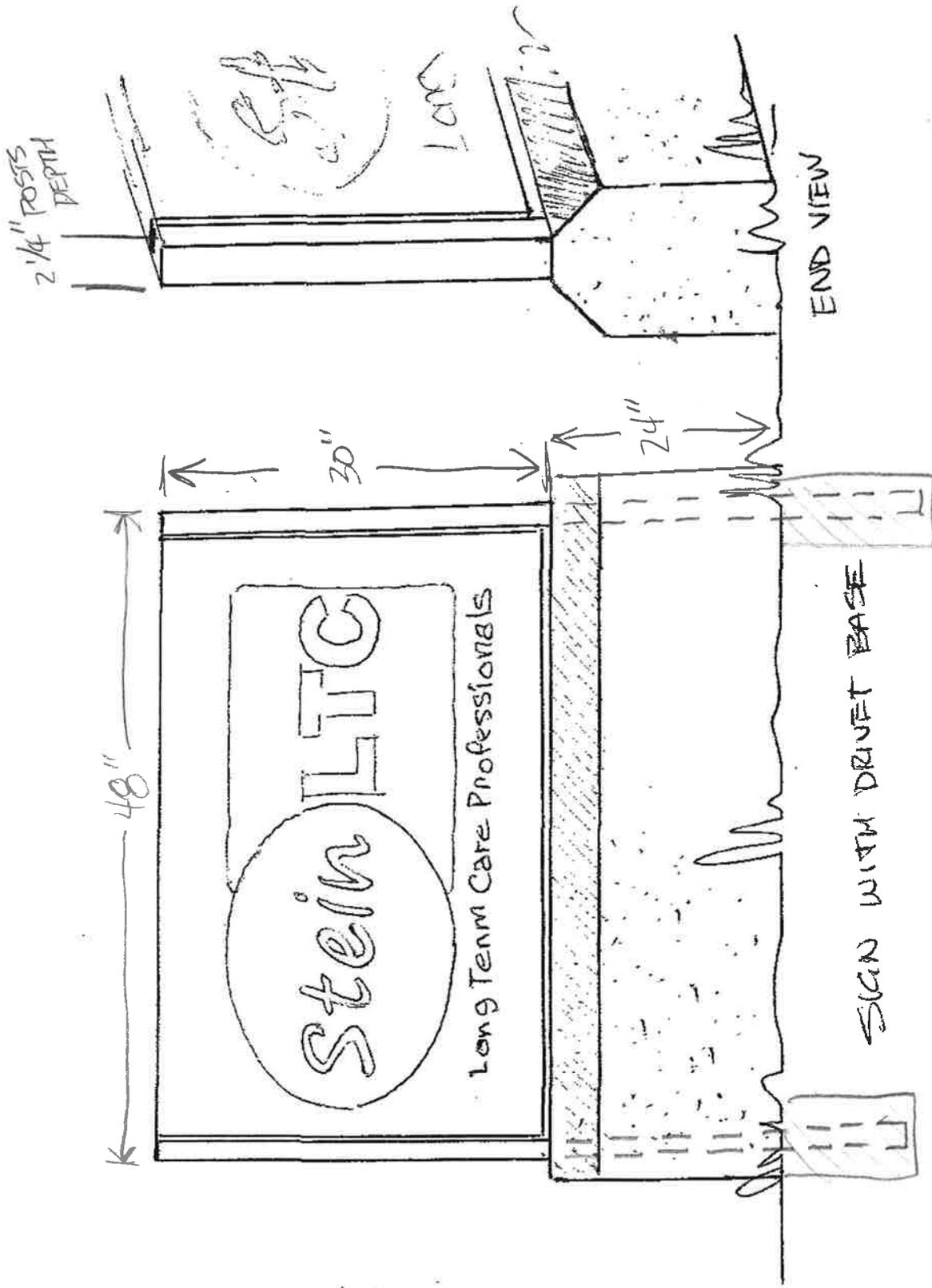
Enc.

Vicinity Map

8520 South 36th Terrace



2009 City of Fort Smith, AR. Printed on Fri Dec 16 2011 10:05:43 AM.



TEMPORARY REVOCABLE LICENSE AGREEMENT

SECTION 1: On December 20, 2011, the Board of Directors passed Resolution No.

_____ granting a temporary revocable license to P & J Management, Inc. their successors or assigns, which, subject to the terms and conditions expressed in this Agreement, temporarily allows the placement and maintenance of a sign within the public utility easement at 8520 South 36th Terrace as shown in Exhibit "A."

Section 2: It is agreed that the City shall have no responsibility for the maintenance of the sign. If the sign is damaged in any manner, same shall be removed by the licensee, or any successor or assignee, at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) in a manner meeting the approval of the City Administrator. Additionally, at the sole discretion of the City Administrator, upon thirty (30) days notice from the City Administrator, the licensee or any successor or assignee shall remove the sign from the public utility easement at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) and in a manner meeting the approval of the City Administrator. The licensee, their successor or assignees, shall hold the City harmless from and indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the placement and maintenance of said improvements. Should any City department or utility company require access to the existing public

utility easement, said City department or utility company shall have no duty to give prior notice to the licensee in emergency situations. For routine or scheduled maintenance, reasonable notice shall be given if the work may affect any improvement by the licensee. Under any circumstance, the City shall have no responsibility to protect or replace any improvements of the licensee that are across and within the public utility easement.

SECTION 3: The terms of this temporary license are deemed accepted by the licensee by the licensee's signature below and by any successor or assignee of the licensee by the acquisition of or reliance on the rights to the temporary license granted by the City.

In witness whereof, this document is executed this ____ day of _____, 2011.

CITY OF FORT SMITH, ARKANSAS

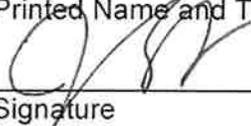
BY: _____
Sandy Sanders, Mayor of Fort Smith

Attest:

City Clerk

P & J MANAGEMENT, INC.

BY: James Stein, Member
Printed Name and Title


Signature

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 16th day of December, 2011, before me, the undersigned notary public, personally appeared, James Stein known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Julia Coates
Notary Public

My Commission Expires:

3/01/2013

ACKNOWLEDGEMENT

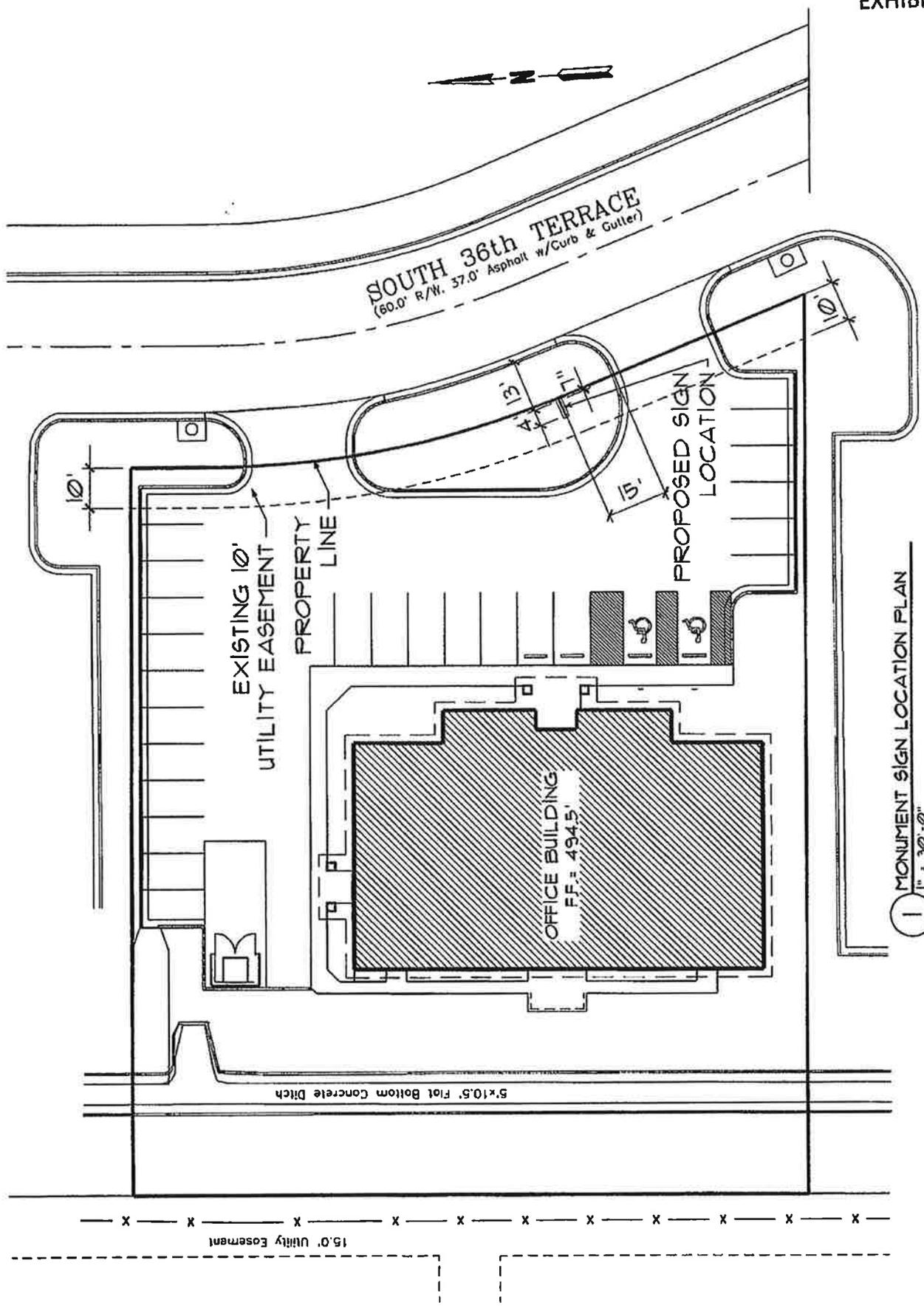
STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 2011, before me, the undersigned notary public, personally appeared, Sandy Sanders, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:



1 MONUMENT SIGN LOCATION PLAN
1" = 30'.0"

20.

RESOLUTION NO. _____

**A RESOLUTION GRANTING A TEMPORARY REVOCABLE LICENSE FOR THE
PLACEMENT OF SIGNS WITHIN A
PUBLIC RIGHT OF WAY
AND
AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT**

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

SECTION 1: A Temporary Revocable License is hereby granted to Jeffrey Scott Fenwick, his successors or assigns for the placement and maintenance of two (2) signs within a public right-of-way at 1615 Dodson Avenue as shown in Exhibit "A."

SECTION 2: The Mayor is authorized to execute the agreement for the above-captioned Temporary Revocable License.

THIS RESOLUTION ADOPTED THIS _____ DAY OF DECEMBER 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

*Approved as to form
JSC
No public hearing required*

Memo

To: Ray Gosack, City Administrator

From: Wally Bailey, Director of Development Services

Date: December 16, 2011

Subject: Temporary Revocable License for the Placement of Signs within a Public Right of Way at 1615 Dodson Avenue

Jeff Fenwick owner of National Family Pharmacy at 1615 Dodson Avenue has requested a Temporary Revocable License to allow two signs, a proposed 4' x 8' digital sign and an existing pole sign, within the right-of-way at 1615 Dodson Avenue. Please see the enclosed vicinity map.

The proposed 4' x 8' digital sign will be located in front of the existing building as shown on Exhibit "A". (See Exhibit "B" for an illustration of the proposed sign). A portable sign currently in front of the building will be removed from the site.

The second sign included in the request is an existing approximately 22' pole sign located at the southeast corner of the property. The location of this sign is also shown on Exhibit "A" and has been within the right-of-way since 1991 when the city required an additional 15' of right-of-way dedication during the replatting of the property.

The proposed and existing signs will be placed and remain behind the existing sidewalk. See Exhibit "C", which is a photograph of the site showing the existing pole sign, the portable sign that will be removed, and the location of the proposed digital sign.

The request was reviewed by the appropriate city departments and the franchise utility companies. There were no concerns or objections to the request.

Attached for the Board's consideration is a Resolution granting the Temporary Revocable License and authorizing Mayor Sanders to sign a Temporary Revocable License Agreement. Mr. Fenwick has agreed to the terms of the Temporary Revocable License and has signed the agreement. Enclosed is a copy of the signed agreement.

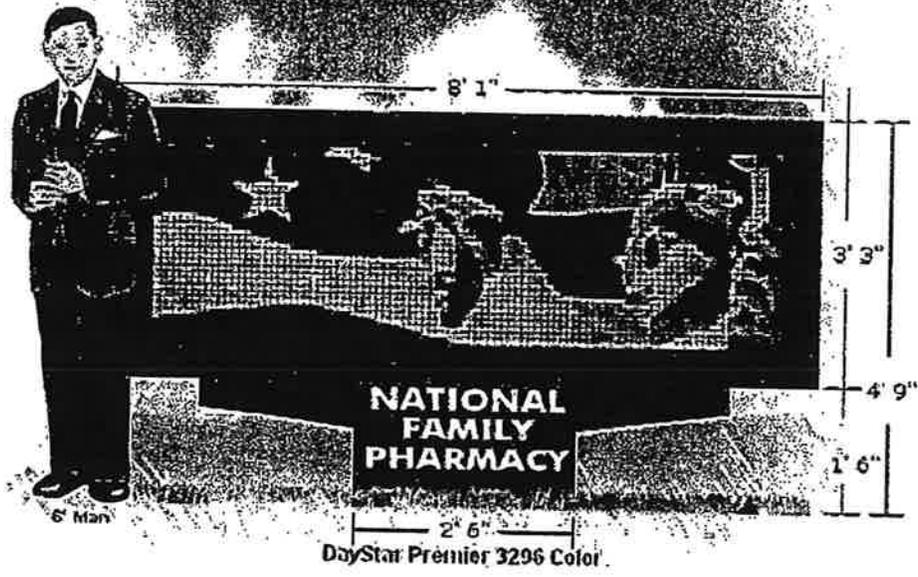
Enc.

Vicinity Map

1615 Dodson Avenue



Over
40 Years
of Excellence

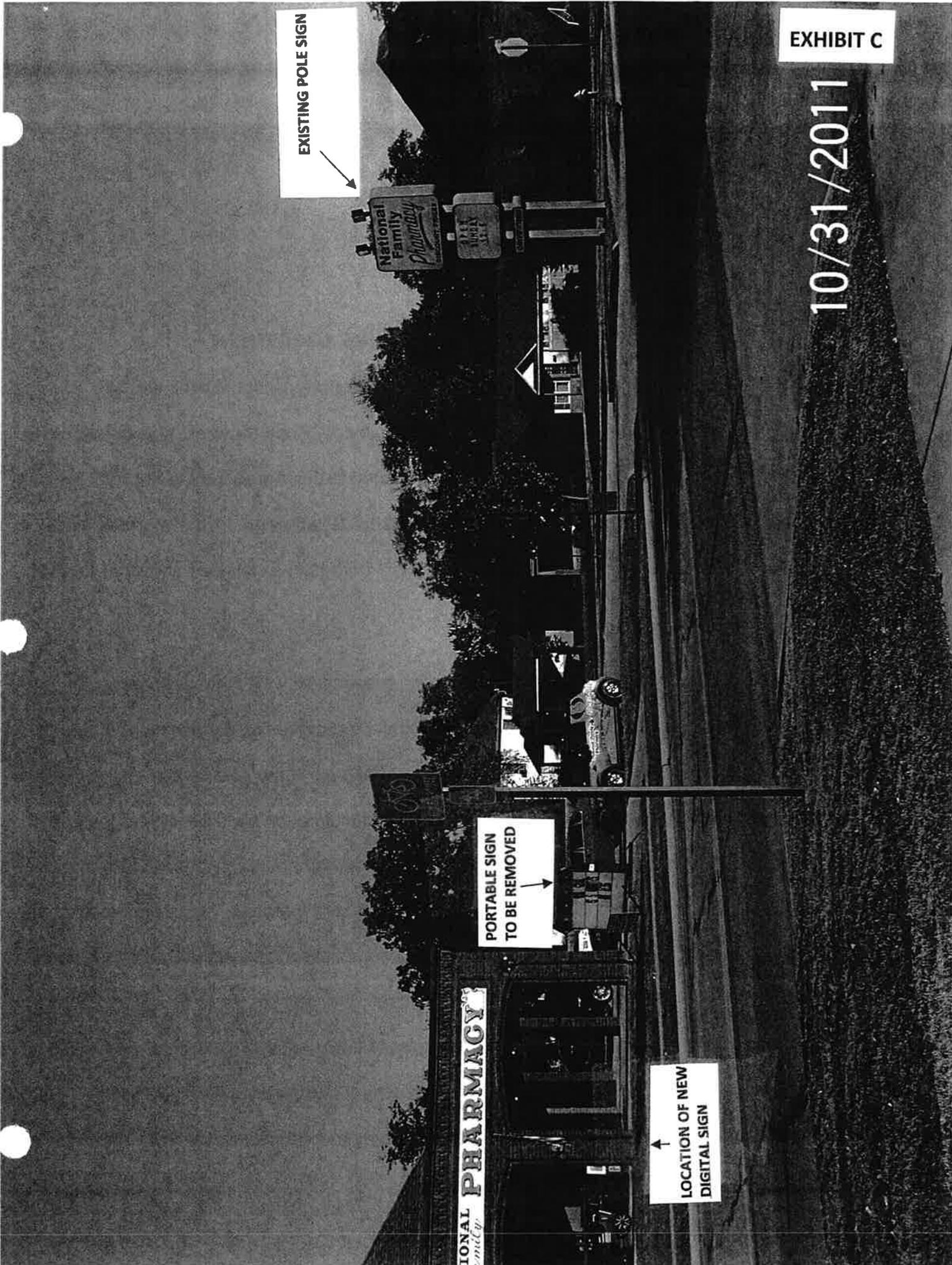


10/31/2011

EXISTING POLE SIGN
↓

PORTABLE SIGN
TO BE REMOVED
↓

↑
LOCATION OF NEW
DIGITAL SIGN



TEMPORARY REVOCABLE LICENSE AGREEMENT

SECTION 1: On December 20, 2011, the Board of Directors passed Resolution No.

_____ granting a temporary revocable license to Jeffrey Scott Fenwick, his successors or assigns, which, subject to the terms and conditions expressed in this Agreement, temporarily allows the placement and maintenance of an existing approximately 22' pole sign as shown in Exhibit "C" and a 4' x 8' digital sign within the public right-of-way at 1615 Dodson Avenue as shown in Exhibit "A."

Section 2: It is agreed that the City shall have no responsibility for the maintenance of the signs. If the signs are damaged in any manner, same shall be removed by the licensee, or any successor or assignee, at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) in a manner meeting the approval of the City Administrator. Additionally, at the sole discretion of the City Administrator, upon thirty (30) days notice from the City Administrator, the licensee or any successor or assignee shall remove the signs from the public right-of-way at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) and in a manner meeting the approval of the City Administrator. The licensee, their successor or assignees, shall hold the City harmless from and indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the placement and maintenance of said improvements. Should any City department or utility company require access to the existing public

right-of-way, said City department or utility company shall have no duty to give prior notice to the licensee in emergency situations. For routine or scheduled maintenance, reasonable notice shall be given if the work may affect any improvement by the licensee. Under any circumstance, the City shall have no responsibility to protect or replace any improvements of the licensee that are across and within the public right-of-way.

SECTION 3: The terms of this temporary license are deemed accepted by the licensee by the licensee's signature below and by any successor or assignee of the licensee by the acquisition of or reliance on the rights to the temporary license granted by the City.

In witness whereof, this document is executed this ____ day of _____, 2011.

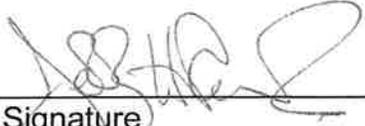
CITY OF FORT SMITH, ARKANSAS

BY: _____
Sandy Sanders, Mayor of Fort Smith

Attest:

City Clerk

BY: Jeffrey Scott Fenwick



Signature

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 2011, before me, the undersigned notary public, personally appeared, Sandy Sanders, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 15th day of December, 2011, before me, the undersigned notary public, personally appeared, Jeffrey Scott Fenwick known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle Henning
Notary Public

My Commission Expires:

4-12-21

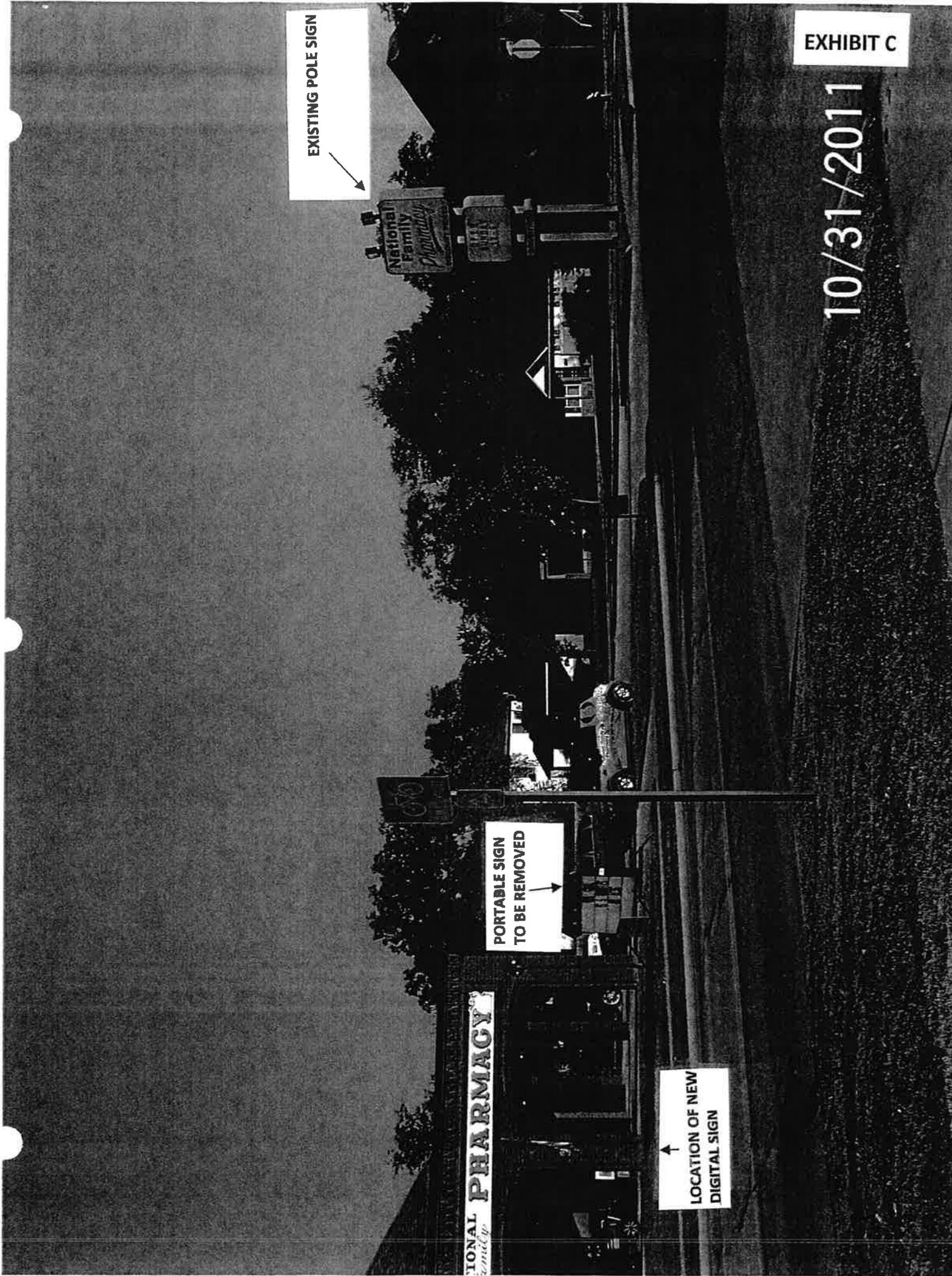


10/31/2011

EXISTING POLE SIGN
↓

PORTABLE SIGN
TO BE REMOVED
↓

LOCATION OF NEW
DIGITAL SIGN
↑



2E

RESOLUTION NO. _____

RESOLUTION ACCEPTING BIDS FOR THE PURCHASE OF
UTILITY TRUCKS

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

The bids, as indicated on the attached Bid Tabulation No. 12-12-11BA for
the purchase of various trucks for the City's fleet, are accepted.

This Resolution adopted this _____ day of December, 2011.

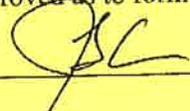
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

Publish ____ Times

Interoffice Memorandum

TO: Ray Gosack, City Administrator
FROM: Alie Bahsoon, Purchasing Manager *AB*
SUBJECT: 2011 Utility Trucks Bid Tabulation
DATE: December 15, 2011
BID TAB: 12-12-11BA



Bids were solicited for the purchase and replacement of 8 utility trucks for various departments within the Utilities Department.

You will find attached the bid tabulation which includes the budget and justification for these purchases. Funding for these purchases are available and have been appropriated for in the 2011 Budget, Capital Outlay accounts.

I recommend that the bids noted by enclosure on the attached bid tabulation be accepted.

Please let me know should you have any questions.

**City of Fort Smith Trucks
Bid Tab #12-12-11BA**

BID No.	Qty.	Randall Ford Ft. Smith, AR	Sallisaw Ford Sallisaw, OK	Smith Chevrolet Fort Smith, AR	Dunn Ford Stigler, OK	Breeden Dodge Fort Smith, AR
1	2	\$32,448.00 Ea.	No Bid	\$32,074.00 Ea.	\$31,599.52 Ea. ✓	\$38,192.00 Ea.
2	2	\$33,474.00 Ea.	No Bid	\$35,805.00 Ea.	\$32,305.64 Ea. ✓	\$35,431.00 Ea.
3	4	\$30,204.00 Ea. ✓	No Bid	\$30,758.00 Ea.	\$30,668.76 Ea.	\$34,995.00 Ea.

Bid #1

1 Ton Heavy Duty Cab & Chassis with Flat Bed

- 5611-301: Sewer Line Maintenance Budgeted: \$44,800
 - ▶ To replace Asset 472: 1999 GMC flatbed; 146,000 miles; extensive repairs & maintenance
- 5615-301: W&W Line Maintenance Budgeted: \$43,300
 - ▶ To replace Asset 465: 1999 GMC flatbed; 172,000 miles; extensive repairs & maintenance

Bid #2

3/4 Ton 2 Wheel Drive Regular Cab with Utility Bed

- 5616-301: Water Stationary Equipment Maint. Budgeted: \$70,000
 - ▶ To replace Asset 611: 1996 Ford Aerostar minivan; 99,697 miles; extensive repairs & maintenance
 - ▶ To replace Asset 663; 1996 Chevrolet Astro van; 86,467 miles; extensive repairs & maintenance

Bid #3

1 Ton Heavy Duty Cab & Chassis with Utility Bed

- 5606-301: Wastewater Equipment Maintenance Budgeted: \$35,000 Quantity 1
 - ▶ To replace Asset 578; 1996 Ford F350; 116,500 miles; sold in 2011 auction
- 5610-301: Water Line Maintenance Budgeted: \$105,000 Quantity 3
 - ▶ To replace Asset 429: 1998 Dodge 1 ton; 194,603 miles; extensive repairs & maintenance
 - ▶ To replace Asset 437; 1998 Dodge 1 ton; 138,260 miles; extensive repairs & maintenance
 - ▶ To replace Asset 569; 1999 GMC 1 ton; 145,490 miles; extensive repairs & maintenance

✓ **Recommend Bid Award**

1 TON HEAVY DUTY CAB AND CHASSIS WITH FLAT BED

BID #1

Quantity: 2 (Two)

(Dept. 5611-5615)

YEAR, MAKE & MODEL BID:

VENDOR NAME:

COST EA.: \$ _____

MINIMUM SPECIFICATIONS: Vehicle furnished shall be manufacturer's latest model and shall include all interior and exterior trim and appointments listed by the manufacturer in printed specifications as standard equipment and must meet all equipment requirements by State and Federal Safety & Emission regulations. Truck bid shall be the equivalent of a GMC 3500; Ford F350; Dodge Ram 3500 Model or approved equal. Cab and chassis with utility body shall be bid as one (1) unit and delivered as such.

WHEELBASE 161 inches

CAB-TO-REAR AXLE 84 inches

G.V.W.R. 10,000 pounds with dual rear wheels

ENGINE Diesel, 6.4 Liter

TRANSMISSION Electronic 5 or 6 speed Automatic with tow/haul mode

SUSPENSION Front: Independent
Rear: 3 Stage Springs

SUSPENSION PACKAGE Handling/Trailering: Heavy Duty

REAR AXLE 4:10 ratio regular axle

ALTERNATOR 100 amperes with heaviest duty battery available (770CCA)

TIRES 235/75R 16D All Season, with spare tire and wheel

SHOCKS Heavy duty shocks

BRAKES Power; 4 Wheel Anti-Lock

STEERING Power

COLOR Utility white

ACCESSORIES Standard cab to include the following but not limited to: Vinyl seats;

Rubberized vinyl floor; West coast type outside rear view mirrors (both sides); Factory installed A/C with heater & defroster; AM/FM radio.

OTHER

Engine block heater; Front frame mounted recovery hooks; External engine oil cooler; External transmission oil cooler; Electric brake controller

**FLAT BED BODY FOR 1 TON TRUCK
MINIMUM SPECIFICATIONS**

It is the intention of the following specifications to describe a flat bed body for a 1 Ton Dual Wheel truck in sufficient detail to obtain competitive bids. The flat bed body shall be a 12'3" Knapheide Heavy Duty Hauler Junior Platform or Equivalent and to be constructed as follows:

CONSTRUCTION

- 95" wide body
- Square headboard
- External stake pockets with rub rails
- 1/8" Treadplate floor
- 5" CC long sills and 5" CC cross sills on 16" centers
- Lights, ICC Bumper and mud flaps
- Painted black and installed
- 2 (Two) 36" x 18" x 18" underbody boxes with keyed locks and removable material trays
- 10K rated rear hitch with 7-way plug

Vehicles shall be clean, lubricated, serviced and ready for immediate delivery and use with a full tank of gas; Front end alignment and tire balance shall be inspected and corrected by Vendor prior to delivery. The City of Fort Smith reserves the right to take up to five (5) working days to make an acceptance inspection.

3/4 TON 2 WHEEL DRIVE REGULAR CAB WITH UTILITY BED

BID #2

Quantity: 2 (Two)

(Dept. 5616-301)

YEAR, MAKE & MODEL BID:

VENDOR NAME:

COST EA.: \$ _____

MINIMUM SPECIFICATIONS

Vehicle furnished shall be manufacturer's latest model and shall include all interior and exterior trim and appointments listed by the manufacturer in printed specifications as standard equipment and must meet all equipment requirements by State and Federal Safety and Emission Regulations.

WHEELBASE: 130 inches

G.V.W.R.: 9,000 pounds

ENGINE: 6.0L Turbo Diesel V8

TRANSMISSION: Heavy duty five (5) speed automatic, electronically controlled (As recommended by manufacturer for engine offered)

BRAKES: Power; 4-Wheel Antilock, 4-Wheel Disc

STEERING: Power

TIRES: LT 245/75R 16E, All Season with spare tire and off road mud/grip

DEFERENTIAL: No Locking Differential

AXLES: 3.73 Ratio (Rear Axle)

SUSPENSION: Heavy duty with heavy duty shocks

ELECTRICAL: Heavy duty alternator and battery (Minimum of 700 CCA)

COLOR: Utility White

ACCESSORIES: All equipment listed by manufacturer as Standard Equipment but not limited to the following: Standard cab; vinyl seats; rubberized vinyl floor covering; 3 passenger split-bench seats; Outside high-visibility vertical camper-style mirrors-both sides; Factory installed Air Conditioning with heater and defroster; Engine block heater; Rear step plate bumper; Standard Factory Tint.

UTILITY BODY FOR 3/4 TON TRUCK

MINIMUM SPECIFICATIONS

It is the intention of the following specifications to adequately describe a Utility Body for a 3/4 Ton Truck in sufficient detail to obtain competitive bids. The Utility Body shall be a **STAHL Standard Model CST98VVST-48.5"**, or approved equal.

CONSTRUCTION:

- Components shall be made of galvanized steel with Lock-Bolt mechanical fastening system
- Compartment Tops: one-piece seamless & loadspace inside center
- Low Sliding Roof
- Door Latches: smooth-action
- Door Striker: bolt-on & adjustable
- Horizontal Doors: 3-concealed, bolt-on hinges
- Vertical Doors: spring-loaded hinges
- Door Hinges: concealed, bolt-on
- Door Seal: clip-on
- Drip Rail: concealed
- Lock Cylinders: keyed alike with double-bitted keys
- Tailgate: pickup style, slam-locking
- Shelving & Trays: bolt-in and adjustable, with dividers
- High Grade Primer
- Undercoating: floor bottom & wheelwells
- Bumper: Recessed bumper with lights
- Hitch: bolt-on ball hitch plate
- Receiver hitch: 1,000 # tongue weight; 10,000 gross trailer weight

COMPARTMENTS:

- Front Vertical: 29.75" with one adjustable material tray with adjustable dividers & one adjustable plain shelf (for both Curbside & Streetside compartments)
- Second Vertical: N/A
- Horizontal: 47.125" with one adjustable material tray with adjustable dividers & an open Streetside compartment
- Rear Vertical: 21.0" with one adjustable plain shelf and shuttle cutout from horizontal to rear vertical & one adjustable plain shelf and shuttle cutout from horizontal to rear vertical.

Body shall be painted to match the cab (Utility White).

Body shall be completely installed with all lights and equipment as required by Federal and State Safety Laws and Regulations.

1 TON HEAVY DUTY CAB AND CHASSIS WITH UTILITY BODY

BID #3

Quantity: 4 (Four)

(Dept. 5606-5610)

YEAR, MAKE & MODEL BID:

VENDOR NAME:

COST EA: \$ _____

MINIMUM SPECIFICATIONS: Vehicle furnished shall be manufacturer's latest model and shall include all interior and exterior trim and appointments listed by the manufacturer in printed specifications as standard equipment and must meet all equipment requirements by State and Federal Safety & Emission regulations. Truck bid shall be the equivalent of a GMC 3500; Ford F350; Dodge Ram 3500 Model or approved equal. Cab and chassis with utility body shall be bid as one (1) unit and delivered as such.

WHEELBASE: 161 inches

CAB-TO-REAR AXLE: 84 inches

G.V.W.R.: 10,000 pounds with dual rear wheels

ENGINE: V-8 Gasoline; 5.7 liter

TRANSMISSION: Electronic 4 speed automatic

**FRONT SUSPENSION
CAPACITY:** 4,500 pounds

REAR AXLE: 4:10 ratio regular axle

ALTERNATOR: 100 amperes with heaviest duty battery available (770CCA)

TIRES: 235/75R 16D All Season, with spare tire and wheel

SHOCKS: Heavy duty gas shocks

BRAKES: Power

STEERING: Power

COLOR: Utility white

ACCESSORIES: Standard cab to include: Vinyl; West coast type outside rear view mirrors on both sides; Factory installed air conditioning with heater & defroster;

TOWING: Complete towing package to include received hitch, 2" ball with 1" shaft; 6-way light plug, and electric brake controller.

**UTILITY BODY FOR 1 TON TRUCK
MINIMUM SPECIFICATIONS**

It is the intention of the following specifications to describe a utility body for a one ton dual wheel truck in sufficient detail to obtain competitive bids. The utility body shall be a STAHL Challenger, Fits 60" Cab-to-Axle, 42" tall; a Titan 16 Service Body, or approved equal with 58" Tall Front Curb Side Compartment OR 58" Tall Front Street Side Compartment.

Specifications & Standards: see attached

Body shall be painted to match the cab (Utility White).

Body shall be completely installed with all lights and equipment as required by Federal and State Safety Laws and Regulations.

The City of Fort Smith reserves the right to take up to five (5) working days to make an acceptance inspection.

Bid Specifications – Service Body

16,000 ft-lbs Basic Capacity



Compliance to Specifications The Bidder shall indicate their compliance by checking "Yes" or "No" for each item specified. Any space not checked shall be interpreted as non-compliance and will result in disqualification of the bid.

Make & Model

Titan 16 Service Body
(Patented Design)
60" CA / 42" Tall
with 58" Tall Front Curb Side Compartment
OR
58" Tall Front Street Side Compartment

Comply to Specification		Deviation from Specification
Yes	No	

Capacity

Capable of handling up to 16,000 ft.-lbs of crane moment load in all positions of rotation			
Be stable with full load crane with rear outriggers fully deployed when mounted on adequate chassis as specified below			
NO front corner outriggers are required for stability			

Specifications & Standards

Overall dimensions (LxWxH)			
<ul style="list-style-type: none"> • 109" x 94" x 42" OR • 109" x 94" x 58" 			
Inside vertical compartment height:			
<ul style="list-style-type: none"> • 41.35" for 42" Tall • 57.35" for 58" Tall 			
Inside vertical Crane compartment height:			
<ul style="list-style-type: none"> • 38.05" 			
Overall compartment depth:			
<ul style="list-style-type: none"> • 20" (19.20" inside dimension) 			
Weight (approximate):			
<ul style="list-style-type: none"> • 1918 lbs. for 42" Tall • 1988.1 lbs. for 58" Tall 			
Minimum truck chassis of 11,400 lbs. GVWR, 34"-frame rail width and heavy-duty reinforced frame			
Compartment storage space:			
<ul style="list-style-type: none"> • 83 cu. ft. for 44" Tall • 89.41 cu. ft. for 58" Tall 			

Bid Specifications – Service Body

Cargo Area <ul style="list-style-type: none"> • 54" floor width (with wheel wells) • A40 galvanneal tread plate for: <ul style="list-style-type: none"> ▪ One piece floor (11-ga) ▪ Bulkhead plate (14-ga) 			
Tie Downs <ul style="list-style-type: none"> • (4) heavy-duty tie downs • 900-lbs rating each 			
Drip rail – full body length with integral gutter			
Door hinges & pins: <ul style="list-style-type: none"> • Internal, stainless steel • Hinges are adjustable 			
Door latches: <ul style="list-style-type: none"> • Compression style T-handle with adjustable cam • T-handle: <ul style="list-style-type: none"> ▪ Black powder coated / black housing ▪ Zinc die cast with high impact BKV 133 plastic latch housing • Low profile design with large gripping surface • Stainless steel, spring loaded padlock eye • Compression mechanism is supported by a roller bearing for smooth actuation • Tamper resistant locking mechanism • Double-sided key • Individual body keying 			
Door retainers: <ul style="list-style-type: none"> • Gas shock assemblies • Extension speed: .01-.03 m/s 			
Door frame gasket: <ul style="list-style-type: none"> • 80-durometer sponge and solid rubber • Bulge size .62" wide x .75" tall • Withstand 1 ½ ft-lbs impact @ -20° F • Heat resistance 150° F max. • Self-extinguishing • Passes Federal Spec. FSS-302 			
Tailgate – pickup truck style, double paneled <ul style="list-style-type: none"> • 14-ga. A40 galvanneal steel outer panel • 10-ga. A40 galvanneal steel inner panel • Paddle latch – chrome plated • Internal latching mechanism is zinc plated 			

Bid Specifications – Service Body

Bumper			
<ul style="list-style-type: none"> ▪ 14-ga. A40-galvanneal steel top plate ▪ Adhesive-back skid tapes for slip resistance ▪ Recessed bumper to accommodate standard receiver hitch. 			
Outrigger			
<ul style="list-style-type: none"> • Full manual activation with: <ul style="list-style-type: none"> ▪ Telescopic leg in/out for crane side ▪ Fixed leg for the non-crane side ▪ Hand crank up/down for both legs 			
Bottom vent for bottled gas compartment			
Std. Shelving package for 60CA, consisting of:			
<ul style="list-style-type: none"> • 6 adjustable shelves • 2 shelves with small parts dividers 			
Marker Light			
<ul style="list-style-type: none"> • 2-diode LED • Amber color for front of body • Red color for front of body • Meet federal lighting requirements 			
Stop/Turn/Tail Light			
<ul style="list-style-type: none"> • Flush mounted, 4" round, 19-diode LED • Meet federal lighting requirements 			
Back-up Light			
<ul style="list-style-type: none"> • Flush mounted, 4" round, white • Meet federal lighting requirements 			
Fender Area:			
<ul style="list-style-type: none"> • Trim – Molded PVC 			
Prime / Paint:			
<ul style="list-style-type: none"> • Primed inside and outside with universal weathering polyurethane primer • Full undercoating 			

Structural Requirements

Body shall have integrated support structure capable of handling the rated moment load in all positions without permanent deflection.			
Continuous longitudinal frame with formed structural channel 11"x3.25"x.25"			
Structural cross sills consist of:			
<ul style="list-style-type: none"> • 5"x3"x.25" tubing • 5"x2"x.19" formed channel 			
Compartment beneath crane is to be unobstructed by structural reinforcements.			

Bid Specifications – Service Body

Crane reinforcement shall be constructed of 19" formed steel plates with 50% minimum steel plate for compartment top beneath crane.			
Body sheet metal shall be A40-galvanneal steel with a minimum of: <ul style="list-style-type: none"> • 10-ga., formed one-piece continuous sides with integral ends. • 11-ga. tread plate on cargo deck area (Ref. Cargo Area above.) • 14-ga. tread plate bulkhead and top • 18-ga. door frames with integral compartment dividers 			
Doors – double paneled, A40-galvanneal steel: <ul style="list-style-type: none"> • 10-ga. for outer • 18-ga. formed for inner • Shall be able to be opened and closed under load without loss of sealing characteristics 			
Door frames shall have round corners to resist stress and cracking			

Warranty	Manufacturer shall provide: <ul style="list-style-type: none"> • A five-year limited body warranty against rust-thru from date of delivery • A two-year limited warranty against defects in materials and workmanship from date of delivery for items not in the 5-year policy 			

Options	Grab handle – (2) heavy duty type handles with chrome plated finish			
	Bottle holders for secure storage of gas bottles			
	Compartment lighting – dome lights			
	Flood light – quartz type, 100,000 candle power			
	Crane boom support – adjustable to stowed boom angle			
	Rear Compartment Shelf Package <ul style="list-style-type: none"> • 2 adjustable shelves 			
	Paint – provide code and desired color if other than standard			
	For other body configurations or options not listed, please contact your authorized Auto Crane Distributor or Auto Crane Customer Service Representative			

Bid Specifications - Service Body

Other Options, Notes: DRAWER PKG - FRONT COMP.
INSTALLED
(4) 3", (2) 5", + (1) 7" DRAWER
YES

Submitted by: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE DONATION OF THE BASS REEVES LEGACY MONUMENT, ACCEPTING THE SITE PLAN OF SAID MONUMENT AND AGREEING TO MAINTAIN THE BASS REEVES LEGACY MONUMENT

WHEREAS, the Bass Reeves Legacy Initiative acknowledges the accomplishments of Bass Reeves, sees the need to bridge the past with the present by erecting a statue to honor this former lawman; and secured the funds to do such; and,

WHEREAS, the City of Fort Smith Parks and Recreation Commission recommends accepting the donation of the Bass Reeves Legacy Monument, accepting the proposed site in Pendergraft Park, and that the City accept responsibility for maintaining the monument.

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

Section 1: On behalf of the City of Fort Smith, the Mayor is hereby authorized to accept the Bass Reeves Legacy Monument upon installation and unveiling.

Section 2: The site plan for the Bass Reeves Legacy Monument at the Ross Pendergraft Park is hereby accepted.

Section 3: Upon installation and unveiling, the City of Fort Smith accepts responsibility to reasonably maintain the Bass Reeves Legacy Monument.

This Resolution passed this _____ day of December, 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

[Signature]

no publication required



Memo:

December 14, 2011

To: Ray Gosack, City Administrator
From: Mike Alsup, Parks and Recreation Director
Re: Bass Reeves Statue at Pendergraft Park

The Parks and Recreation Commission recommends that the Board of Directors approve the site and acquisition of the Bass Reeves Statue and agree to maintain it. The Board approved a resolution December, 16, 2008 supporting the Bass Reeves Legacy Initiative and the statue being located in Pendergraft Park. The Pendergraft family has approved of the statue and location in Pendergraft Park. The Bass Reeves Legacy Monument organization raised funds and commissioned Harold T. Holden, artist and sculpture, to design and sculpt the statue. With the Board's approval, they plan to deed the statue to the City of Fort Smith. The statue is at the foundry this month.

The unveiling and dedication of the statue is planned for Saturday, May 26, 2012. The City will accept the deed for the statue after its installation and dedication. The site is the berm near Garrison Avenue at the west end of the lawn. This monument to a true American hero is one and one quarter life size with Bass sitting on his horse with his dog by his side. The plinth will be constructed using stone curbing salvaged from the Garrison Avenue streetscape and will elevate the statue to the height of the berm. The tip of the rifle will be twenty (20) feet in the air and the statue will weigh approximately 3,000 pounds. Informational signs are planned to be placed along the walkway at the base of the statue.

Cleaning and maintaining bronze statues typically involves washing the statue with a mild soap and water solution. After the sculpture is completely dry, a plain clear paste wax is applied. The City insures artwork on City property. The monument will be added to the City's property insurance.

Please contact me if you have any questions.

Attachments



3H

RESOLUTION NO. R-249-08

**A RESOLUTION OF SUPPORT FOR THE BASS REEVES MONUMENT
TO BE LOCATED AT PENDERGRAFT PARK**

WHEREAS, a citizens committee formed as the Bass Reeves Legacy Initiative is pursuing the casting and erection of a 1-1/4 life size monument of former U.S. Deputy Marshal Bass Reeves at Pendergraft Park in Fort Smith; and

WHEREAS, the erection of a monument to Bass Reeves is a fitting tribute to the extraordinary story of this U.S. Deputy Marshal who served the U.S. District Court for the Western District of Arkansas from 1875 to 1907 with honor and distinction. The former slave arrested more than 3,000 felons, relying on his intimate knowledge of Indian Territory, his skills in multiple dialects, his marksmanship and his tenacity; and

WHEREAS, the Bass Reeves Legacy Initiative is in the midst of a fund raising campaign to provide resources for the design, casting and erection of the Bass Reeves monument at Pendergraft Park;

NOW, THEREFORE, BE IT RESOLVED by the board of directors of the City of Fort Smith, Arkansas that:

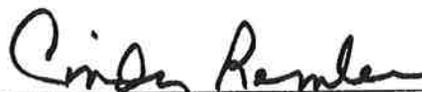
The City of Fort Smith hereby supports the erection of a monument for former U.S. Deputy Marshal Bass Reeves at Pendergraft Park. The city further encourages citizens and businesses to contribute to the fund raising for the monument by the Bass Reeves Legacy Initiative.

This Resolution passed this 16th day of December, 2008.



Mayor

ATTEST:



City Clerk

*Approved as to form
JSL
No publication required*

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PAYMENT TO RP SYSTEMS FOR THE RADIO COMMUNICATIONS SYSTEM PROJECT

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

Payment is hereby authorized in the amount of \$464,777.00 to RP Systems for the Radio Communications System project, said sum to come from the City of Fort Smith, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2008 - Radio Communication Fund.

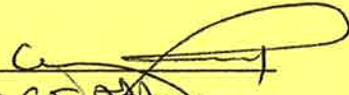
This Resolution adopted this _____ day of _____, 2011.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form: 
Asst. City Attorney
NPR



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: Radio Communications Project Backup Public Safety Answering Point and Data Center

Date: December 13, 2011

In late 2009, Sebastian County began preparations to implement an Emergency Operations Center in the former National Guard Armory property located at 8400 Zero Street. In concert with this initiative, the police department worked with Sebastian County to obtain a joint Interlocal Agreement to establish a public safety training center and backup public safety answering point (PSAP) and communications center. Currently, the police department and Sebastian County Sheriff's Office serve as each other's secondary (backup) PSAP and communications center. Implementing the backup PSAP and communications center will complete the Radio Communications System Replacement project funded by the one cent sales tax approved by voters in 2006, which generated \$12.3 million dollars for the project. Remaining funds from the Radio Communications Replacement project total \$642,038, which must be expended no later than January 13, 2012. Completion of this project will fully expend proceeds from the Sales and Use Tax Improvement Bonds issued for this project.

At the September 6, 2011 Board of Directors meeting the Board of Directors approved a resolution authorizing the City Administrator to enter into a work agreement with RP Systems for the construction of a data center for the PSAP and communications center before the backup PSAP can be utilized. The Fort Smith Police Department is asking for authorization of payment to RP Systems in the amount of \$464,777 for the completion of the data center as set forth in the resolution authorizing the agreement. Staff would recommend approval of this resolution.

S&P Services, LLC
d/b/a RP Systems
7777 North Shore Place
N Little Rock AR 72118
Phone: 501-604-3045



Inv

Invoice No: SP11-0093
Date: 9/8/2011

REC'D DEC 02 2011

Bill To:
Fort Smith Police Department

100 So. 10th Street

Fort Smith, AR 72901

Job Address:
100 So. 10th Street

Fort Smith, AR 72901

Customer PO Number	Customer Number	Net Terms	Due Date
45962	FORT101	Net 30	10/8/2011

Description

Armory Dara Center - Flooring, electrical, HVAC, Fire Suppression, UPS/batteries, TELCO/Server Rack and Structural work per RP Systems Propoasal # PR11-3154

Subtotal: \$464,777.00
Tax: 0.00

Pay This Amount: \$464,777.00

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PAYMENT TO FLEMING ELECTRIC, INC. FOR THE RADIO COMMUNICATIONS SYSTEM PROJECT

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

Payment is hereby authorized in the amount of \$77,123.37 to Fleming Electric, Inc. for the Radio Communications System project, said sum to come from the City of Fort Smith, Arkansas operational budget, program 4701-208.

This Resolution adopted this _____ day of _____, 2011.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form: JSC
NO publication required



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: Radio Communications Project Electronic Grounding

Date: December 13, 2011

In late 2009, Sebastian County began preparations to implement an Emergency Operations Center in the former National Guard Armory property located at 8400 Zero Street. In concert with this initiative, the police department worked with Sebastian County to obtain a joint Interlocal Agreement to establish a public safety training center and backup public safety answering point (PSAP) and communications center. Currently, the police department and Sebastian County Sheriff's Office serve as each other's secondary (backup) PSAP and communications center. Implementing the backup PSAP and communications center will complete the Radio Communications System Replacement project funded by the one cent sales tax approved by voters in 2006, which generated \$12.3 million dollars for the project. Remaining funds from the Radio Communications Replacement project total \$642,038, which must be expended no later than January 13, 2012. Completion of this project will fully expend proceeds from the Sales and Use Tax Improvement Bonds issued for this project.

At the September 6, 2011 Board of Directors meeting the Board of Directors approved a resolution authorizing the City Administrator to enter into a work agreement with Fleming Electric, Inc. for the purpose of electrically grounding the data center to Motorola specifications. The Fort Smith Police Department requests authorization for final payment to Fleming Electric, Inc. in the amount of \$77,123.37 for the completion of the electrical grounding as set forth in the Resolution authorizing the agreement. Staff would recommend approval of this Resolution.

INVOICE

FLEMING ELECTRIC, INC. NW
PO BOX 856
BRYANT, AR 72089
(479) 927-2555

INVOICE NUMBER: A13442-IN
INVOICE DATE: 11/30/2011
SALESPERSON: CJW
CUSTOMER NO: 10-FTSMIT0
JOB NUMBER: 0010277
TERMS: NET 30 DAYS

INVOICED TO:
FORT SMITH POLICE DEPT
100 SOUTH 10TH STREET

JOB LOCATION:
8400 ZERO
FORT SMITH, AR

REC'D DEC 12 2011

Fort Smith AR 72901

CONTACT: ALVEY MATLOCK

CONTRACT/PO #: 45965

COMMENT: MOTOROLA GROUNDING

ORIGINAL CONTRACT AMOUNT:	77,123.37
PERCENTAGE COMPLETED TO DATE:	100.00%
BILLABLE CONTRACT AMOUNT:	77,123.37
LESS PREVIOUSLY INVOICED:	37,019.22
AMOUNT BILLED THIS INVOICE:	40,104.15
INVOICE TOTAL:	<u>40,104.15</u>

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SHANNON & WILSON, INC., FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH YEAR 2012 POST CONSTRUCTION MONITORING AND INSPECTION OF THE LAKE FORT SMITH DAM AND RESERVOIR

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

SECTION 1: An Agreement with Shannon & Wilson, Inc., for providing engineering services associated with Year 2012 Post Construction Monitoring and Inspection of the Lake Fort Smith Dam and Reservoir, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute an Agreement in the amount of \$69,527.00, for performance of said services.

This Resolution adopted this _____ day of December 2011.

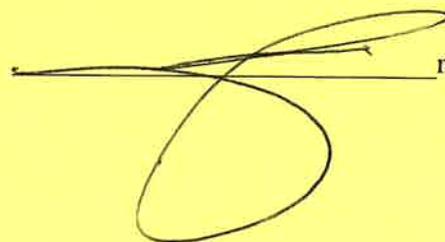
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

 npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: December 12, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Lake Fort Smith Dam and Reservoir
Year 2012 Post Construction Monitoring and Yearly Inspection

For the past three years the city has contracted with Shannon & Wilson to provide post construction monitoring of the Lake Fort Smith dam and reservoir. Post construction monitoring provides insight about the embankments' movement due to internal stress, verifies that the structure is performing as anticipated by its designers, and that desired factors of safety are met for the protection of downstream life and property. To date, the monitoring and inspection reports show that the embankment and structures are performing well.

Shannon & Wilson has submitted a proposal for providing post construction monitoring services and a comprehensive on-site inspection of the dam and reservoir for Year 2012. Under this proposal, Mickle Wagner Coleman will provide quarterly instrumentation readings and surveys which will be analyzed by Shannon & Wilson and documented in quarterly reports. In early 2013, Shannon & Wilson will provide an annual summary report of all data gathered in 2012. In addition, with assistance from Burns & McDonnell, Shannon & Wilson will preform a comprehensive inspection of the dam and reservoir and prepare a report documenting the condition of the structure. As in past years, these reports will be submitted to the Arkansas Natural Resources Commission. The total fee for providing the year 2012 services is set at an amount of \$69,527.00 and includes the services of Mickle Wagner Coleman and Burns & McDonnell as sub-consultants to Shannon & Wilson.

A Resolution authorizing an agreement with Shannon & Wilson for providing post construction monitoring and the comprehensive on-site inspection for year 2012 is attached. Funds for this service are available from the Water & Sewer Capital Improvement Project Fund.

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

attachment

pc: Jeff Dingman

2 J

RESOLUTION NO. _____

RESOLUTION AUTHORIZING FINAL PAYMENT TO HARRIS
COMPANY OF FORT SMITH, INC., FOR CONSTRUCTION
OF THE RYE HILL SEWER OUTFALL PHASE IV

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

SECTION 1: The construction of the Rye Hill Sewer Outfall Phase IV, Project Number
08-08-C4x, is hereby accepted as complete.

SECTION 2: Final payment to Harris Company of Fort Smith, Inc., in the amount of
\$20,488.50, is hereby approved.

This Resolution adopted this _____ day of December 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: December 12, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Rye Hill Sewer Outfall Phase IV
Project Number 08-08-C4x

On July 20, 2010, the Board authorized a construction contract in the amount of \$1,174,815.00 with Wilson Brothers Construction Company for the Rye Hill Sewer Outfall Phase IV project. On February 7, 2011, the city was notified that Wilson Brothers Construction had closed their offices and would not be completing the project. At that time Wilson Brothers had completed approximately 69% of the work and payments totaling \$747,924.84 had been made for work completed. It should be noted that the work completed by Wilson Brothers was good and did not have any quality control issues.

On May 3, 2011, the Board authorized the Mayor to execute a contract with Harris Company of Fort Smith, Inc., for completion of the Rye Hill Sewer Outfall Phase IV project for the amount of \$346,630.50. By early August Harris Company reached substantial completion and requested a suspension of time due to the extreme heat resulting in difficulty completing final site restoration. On August 5, 2011, Harris was granted an eight-week suspension of time. In early October Harris Company remobilized and completed final construction of the project. Harris Company has submitted a final pay request in the amount of \$20,488.50 bringing the final cost to \$325,961.50. I have prepared a resolution accepting the project as complete and authorizing final payment. I have also attached a project summary for your information.

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

attachment

pc: Jeff Dingman

Project Summary

Project status: Complete

Project name: Rye Hill Sewer Outfall - Phase 4

Today's date: December 8, 2011

Project number: **08-08-C4x**

Staff contact name: Steve Parke

Project engineer: Mickle Wagner Coleman, Inc.

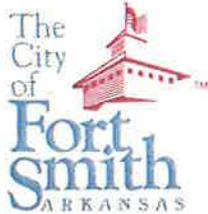
Staff contact phone: 784-2231

Project contractor: Harris Company of Fort Smith, Inc.

Notice to proceed issued: May 16, 2011

	Dollar Amount	Contract Time (Days)
Original contract	\$346,630.50	90
Change orders:	none	
Total change orders	\$0.00	<u>0</u>
Adjusted contract	<u>\$346,630.50</u>	<u>90</u>
Payments to date (as negative):	\$-305,473.00	
Amount of this payment (as negative)	\$-20,488.50	Final Payment
Retainage held	\$0.00	
Final contract amount	\$325,961.50	
Amount under as a percentage	6%	

Final comments:



December 6, 2011

TO: Members of the Board of Directors
Members of the Civil Service Commission

RE: Appointments:

Mr. Henry Oliver of the Civil Service Commission has resigned effective December 10, 2011. In accordance with Ordinance No. 2926 nominations for this prospective vacancy are now being received.

Please submit nominations to the city administrators office no later than the close of business on January 11, 2012. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Ray Gosack".

Ray Gosack
City Administrator



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: December 14, 2011

SUBJECT: Advertising & Promotion Commission

The term of Mr. Robert McCaslin will expire December 31, 2011 on the Advertising and Promotion Commission. Mr. McCaslin is interested in being reappointed to this commission. Ms. Nora Bowman will be filling the unexpired term of Mr. Bert Heifley who resigned from the commission earlier this year.

There are no other applicants available at this time.

Appointments are **by the Advertising & Promotion Commission**. Two appointments are needed; one term will expire December 31, 2015 and the other term will expire December 31, 2013.

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

ADVERTISING & PROMOTION COMMISSION

The Advertising and Promotion Commission is authorized to administer and oversee funds received from the three percent Fort Smith lodging tax and is comprised of seven (7) members as follows according to Ark. Code Ann 26-75-605:

Four members of the commission shall be owners or managers of businesses in the tourism industry and shall reside in either Fort Smith or within Sebastian County. At least three (3) of these four (4) members shall be owners or managers of hotels, motels or restaurants and all of them shall staggered terms of four (4) years. Two (2) members of the commission shall be members of the governing body of the City of Fort Smith and selected by the governing body and shall serve at the will of the governing body. One (1) member of the Commission shall be from the public at large who shall reside within Fort Smith or Sebastian County and shall serve for a term of four (4) years. Any vacancy in the four (4) tourism industry positions or the one (1) at large position shall be filled by appointment made by the remaining members of the commission, with the approval of the **Fort Smith Board of Directors**. Meetings are monthly as called and are held at the Fort Smith Visitor Center, 2 North B Street, unless otherwise stated in meeting announcements.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Robert McCaslin G. M. Candlewood Suites 7501 Madison Avenue (04) 424-3800 (w) Remccaslin.cws@gmail.com	02/03/09	12/31/11
Debra Presson Golden Corral 2422 South N Street 484-1040 debo-goldencorral@sbcglobal.net	09/15/09	12/31/12
Bert Haifley, Jr General Manager, Courtyard By Marriott 900 Rogers Avenue (01) 783-2100 bert.haifley@jqh.com	06/19/07	12/31/13

<p>Tom J. Calderera, Jr. Taliano's Italian Restaurant 211 North 14 Street (01) 785-2292 (w) www.linguinet@aol.com</p>	<p>8/15/95</p>	<p>12/31/14</p>
<p>Scott A. Meyer Manager, Holiday Inn City Center 700 Rogers Avenue (01) 494-3751 (w) Smeyer@dtwarrenplace.com</p>	<p>07/19/11</p>	<p>12/31/14</p>
<p>Don Hutchings, City Director 1300 Clover Lane (08) 782-9121 (w)</p>	<p>10/19/10</p>	<p>Indefinite</p>
<p>Mayor Sandy Sanders 1800 Queensbury Way (03) 784-2437 (w)</p>	<p>01/04/11</p>	<p>Indefinite</p>



**TO: Wendy Beshears
Administration**

FROM: Claude Legris, Director
Advertising & Promotion (A & P) Commission

**COPY: Sandy Sanders, Chairman
A & P Commission**

DATE: December 12, 2011

REGARDING: A & P Commission Appointments

Per the attached minutes of the November 22, 2011 meeting of the A & P, the following names are submitted for appointment to the Advertising and Promotion Commission.

Mr. Robert McCaslin

Mr. McCaslin is the General Manger of the Candlewood Suites and would serve a term to expire December 31, 2015. This would be his first four year term, having previously filled an unexpired term on the Commission.

Ms. Nora Bowman

Ms. Bowman is the General Manger of the Courtyard by Marriott and will be filling the unexpired term of Mr. Bert Heifley, who resigned from the Commission earlier this year due to relocating to Atlanta, GA. This unexpired term runs through December 31, 2013.

Please let me know if you have any questions.

Attachments

Fort Smith Convention & Visitors Bureau

2 North B Street • Fort Smith, Arkansas 72901
479-783-8888 • 1-800-637-1477 • Fax 479-784-2421
E-Mail: tourism@fortsmith.org • URL: <http://www.fortsmith.org>

- Website hits for October, 2011, were higher in all categories compared to September, 2011, and compared to October, 2010.

Tom Calderera made a motion to accept the Director's Report with a second from Don Hutchings. The Commission passed the motion unanimously.

New Business

- A. 2012 Fiscal Year Budget - Debra Presson made a motion with a second from Don Hutchings to approve the 2012 budget pending wage issues from City. The Commission passed the motion unanimously.

Old Business

- A. Lease Consideration – Don Hutchings made a motion with a second from Debra Presson to approve the amendment to operate the Convention Center by the A & P through February, 2012. The motion carried with Commissioner Robert McCaslin abstaining at this time.

Executive Session

The Commission went into executive session at 5:13 and reconvened at 5:28. Tom Calderera made a motion with a second from Scott Meyer to approve another term for Robert McCaslin on the A & P Commission and put Nora Bowman in the current vacant position on the A & P Commission. The Commission passed the motion unanimously.

Community Comment

Joe Culverson agreed with Robert McCaslin regarding the 1% Prepared Food Tax. The people voted against the tax and the City needs to provide funds properly for the Convention Center.

Scott Meyer made a motion with a second from Don Hutchings to adjourn at 5:31pm. The Commission passed the motion unanimously.

The next Board Meeting will be December 27, 2011, at 4:00 p.m.

Respectfully Submitted,

Debra I. Cossey



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: December 13, 2011

SUBJECT: Sebastian County Regional Solid Waste Management Board

The term of Mayor Sanders will expire January 21, 2011 on the Sebastian County Regional Solid Waste Management Board. Mayor Sanders is interested in being reappointed to this board.

There are no other applicants available at this time.

Appointments are **by the Mayor confirmed by the Board of Directors**. One appointment is needed; the term will expire January 21, 2015.

Sebastian County Regional Solid Waste Management Board

The purpose of the District is the protection of the public health and the state's environmental quality through the development and maintenance of a solid waste district for Sebastian County and the municipalities of Barling, Bonanza, Central City, Fort Smith, Greenwood, Hackett, Hartford, Huntington, Mansfield, Midland, and Lavaca. Further, the District shall serve to address local agencies, needs and other requirements as are more clearly defined in Act 752 of 1991.

City appointments are by the Mayor subject to confirmation by the Board of Directors, for three-year terms. One city appointment shall consist of a representative of Fort Chaffee. County appointments are by the County Judge subject to confirmation of the Quorum Court. Meetings are quarterly on call.

	<u>Date Appointed</u>	<u>Term Expires</u>
<u>CITY APPOINTMENTS:</u>		
Sandy Sanders, Mayor P.O. Box 1908 (02) 784-2437	01/04/11	01/21/12
Chester Koprovic 9801 Wellington Wy (08) 646-1310 (h) 783-6962 (w)	04/20/04	01/21/12
Carl Davis Davis Iron & Metal P.O. Box 2796 (13-2796) 783-8931 (w) Fax: 783-0097	02/04/97	01/21/13
Director Kevin Settle 10904 Cork Court (08) 648-2872 (h)	01/16/07	01/21/13
Bruce D. King 1712 Houston Street (01) 806-5386 (h) (479) 573-2809 (w)	03/16/10	01/21/14

Date
Appointed

Term
Expires

COUNTY APPOINTMENTS:

Rick Altes (Vacant)
Businessman
P.O. Box 10
Greenwood, AR 72936
996-4455

06/15/99

01/21/11

Judge David Hudson
Sebastian County Courthouse (1)
783-6139

01/21/98

01/21/13

Glen Hurt, Mayor
P. O. Box 476
Mansfield, AR 72944
479-928-5552
479-928-4572 (f)

08/20/02

01/21/14

FORT CHAFFEE REPRESENTATIVE:

Major Ron Gibby
US Army Garrison ATZR-ZF
Fort Chaffee, AR 72905-5000
484-3165

01/17/06

01/21/14