

AGENDA

**FORT SMITH BOARD OF DIRECTORS
STUDY SESSION**

January 10, 2011 ~ 12:00 NOON

**FORT SMITH PUBLIC LIBRARY
COMMUNITY ROOM
3201 ROGERS AVENUE**

1. Update regarding Water and Sewer Operations Efficiency Study ~ *Requested at the August 9, 2011 study session ~*
2. Review customer satisfaction survey results regarding 2011 automated refuse collections program - Park Hill East Neighborhood ~ *Survey requested at the December 13, 2011 study session ~*
3. Discuss maintaining televised meetings of the Board of Directors ~ *Requested at the December 20, 2011 regular meeting ~*
4. Discuss feasibility of retaining lobbying services (Watts Partners) ~ *Requested at the December 20, 2011 regular meeting ~*
5. Review preliminary agenda for the January 17, 2012 regular meeting



MEMORANDUM

DATE: January 6, 2012

TO: Mayor Sanders, Board of Directors, Ray Gosack, Steve Parke, Kara Bushkuhl

FROM: Mitzi Kimbrough, Internal Auditor

SUBJECT: Water and Sewer Operations Efficiency Study

During the August 16, 2011 regular board meeting, Resolution 149-11 was passed by the Board of directors to authorize a contract for a water and sewer operations efficiency study. During discussions of the contract, the board members requested that they receive an update from HDR Engineers, Inc. ("HDR") at the midpoint of the study. During the study session January 10, 2012, Don Lindeman with HDR will make that presentation. HDR has been evaluating the following:

- Strategic Goals and High level business processes
- Billing and Collection Process Efficiency
- Operational Business Procedures
- Critical Business Information Systems
- Water demand and wastewater flow projection forecasting
- Planning process for developing the capital improvements program
- Financial capability of the city

Summary of Recommendations

Although the study is not complete HDR made the following observations at the committee meeting:



MEMORANDUM
January 6, 2012

To: Ray Gosack, City Administrator
From:  T. Baridi Nkokheli, Director
Subject: Park Hill East Neighborhood Satisfaction Survey

At the direction of the Board of Directors, the Department of Sanitation conducted a second customer satisfaction survey of 278 households in the Park Hill East neighborhood. The surveys were mailed on December 22, 2011. The deadline for returning this survey was set for January 7, 2012 to allow residents the same amount of days to return this survey as they had to return the initial survey.

The cost for printing, postage, and handling of the second survey was \$2,595.85. The total cost of the initial survey was \$3,546.64, for a total expenditure for both surveys of \$6,142.49.

As of the writing of this memo, 109 completed surveys have been returned to our office. The survey results will be compiled following the deadline. The final results will be provided to the Board at the January 10, 2012 study session.

Please contact me should you have any questions regarding this report or would like additional information.



MEMORANDUM

January 6, 2012

To: Ray Gosack, City Administrator

From:  N.T. Baridi Nkokheli, Director

Subject: Sanitation Rate Comparison for Automated and Manual Refuse Collection Methods

During the December 13, 2011 Board of Directors study session, Director Settle requested an analysis of the monthly residential sanitation rates contrasting the automated and manual refuse collection methods used by the Department of Sanitation. From the time the Board of Directors first authorized the implementation of the new system in 2006, the merits between automated refuse collection and manual collection continue to be debated. It should be noted that automated refuse collection has capacities and efficiencies that are not realized with manual refuse collection programs.

Department staff performed a rate study for both collection methods based on pro forma budgets prepared using current cost data. In an effort to compare two different collection methods, we focused on providing 1) a pure automated collection system and 2) a pure manual collection system citywide. The results were as follows:

<u>Collection Method</u>	<u>Employees Required</u>	<u>Monthly Rate</u>
Automated	25	\$ 12.79
Manual	37	\$ 13.82
Hybrid (Current)	25*	\$ 14.38

*We require 28 employees but only have approval for 25 employees. The remaining 3 positions are supplemented with temporary service workers.

The key cost drivers for automated collection include equipment replacement, repair of equipment, and cart replacement. The key cost drivers for manual collection include regular salaries, overtime, worker's compensation, and fuel. We believe that our progression towards automation will ultimately result in lower rates for our citizens once we are out of our current hybrid stage of collections.

In an effort to minimize the ever increasing costs of waste collection and disposal (which can lead to increased user fees), the Department of Sanitation strives to make any changes to services adopted and approved by the City Board of Directors as citizen focused as possible. To that end, we suggest the following:

Allow the Department of Sanitation to complete the expansion of curbside automated refuse collection to the remaining 3,800 households. It is less costly to operate and manage, is safer for our workers, and more sanitary for residents. Automating the refuse collection process helps keep staffing levels low, increases productivity, and reduces job-related injuries. We have gone from 6 persons collecting 700 households per route manually three days per week, to 3 persons collecting 1,200 or more households per route through automation one day per week. After the first year (2007) following implementation of this new service, we realized very positive responses from citizens who supported further expansion of the program throughout the communities. As the program continues, more and more residents have appreciated the advantages of curbside automated refuse collection. As of last year (2011), we are collecting trash, recycling, and yard waste on the same day, from 23,031 homes (85.8%) one time each week using only 18 employees with automation, whereas the remaining 3,800 homes that still receive manual collection of trash, recycling, and yard waste on three separate days per week require 6.

There is no absolute perfect solution in the field of solid waste management. The Department will move more cautiously to better utilize community outreach to inform the citizenry. Although some residents will not be comfortable with this proposal, we hope and are optimistic that after viewing the prepared presentation and addressing any and all concerns with Department representatives, citizens will decide to invite the automated refuse collection program into their neighborhoods. An effective solid-waste collection program will always require cooperation between the provider and the customer. The City of Fort Smith provides regular collection service suited to the needs and desires of its residents. Residents in turn must contribute towards the efficient and sanitary handling and collection of solid waste. If not, collection may be unsanitary, ineffective, expensive, and may adversely affect a community's appearance.

We have realized very positive responses from citizens currently in the automated refuse collection program areas. We anticipate continued appreciation from the vast majorities of our residents as the program expands.

Please contact me should you have any questions or would like additional information regarding this information.



2011 AUTOMATION REFUSE COLLECTION CITIZENS SURVEY

At their December 13, 2011 study session, the City of Fort Smith Board of Directors asked the Department of Sanitation to re-submit the recent survey regarding the automated refuse collection service specifically to the 278 households in the Park Hill East neighborhood. We want to know what the neighborhood thinks of the service since automated collection began the week of October 31. Thank you for participating in the process, your feedback is important to us. Please return the survey in the enclosed postage-paid envelope by January 7, 2012.

- 1) Automated Collection was implemented in your neighborhood October 31 through November 4. What is your overall impression of the automated collection service?**

Please indicate:

- Positive
- Neutral
- Negative

- 2) What is your impression of the automated collection roll-cart that was delivered to your residence?**

Please indicate:

- Positive
- Neutral
- Negative

- 3) How has switching from assorted trash cans and bags to the uniform automated collection carts impacted the appearance of your neighborhood on collection day?**

Please indicate:

- Positive
- Neutral
- Negative

4) **What is your impression of the maneuverability and convenience of the wheeled automated collection cart?**

Please indicate:

- Positive
- Neutral
- Negative

5) **PRIOR TO the implementation of automated collection in your neighborhood, how was service delivered at your residence?**

Please indicate:

- Curbside
- From the alley

If previously collected from the alley, what is your impression of the curbside automated service?

Please indicate:

- Positive
- Neutral
- Negative

6) **AFTER the implementation of the automated service in your neighborhood, what is your preference for your sanitation collection service?**

Please indicate your preference

- Continue with the curbside-only automated sanitation service with the roll cart
- Return to the curbside or alleyway manual sanitation service using my own containers or bags
- No preference

7) **Do you believe that on-street parking in front of your residence presents a problem for curbside placement of the automated collection cart?**

Please indicate:

- Yes
- No

8) Does using the wheeled automated collection cart for trash collection encourage you to make more use of your recycle container for recyclable materials?

Please indicate:

- Yes
- No
- No difference

9) Do you make use of the curbside recycling service?

Please indicate:

- Yes
- No If you indicated "No", what is your main reason for not using the service? _____

Other Comments:

The automated cart that was delivered to your home is the 96-gallon model. It can be exchanged for a smaller 65-gallon model upon request. For this, or any other questions, please call the Department of Sanitation at (479)784-2350.

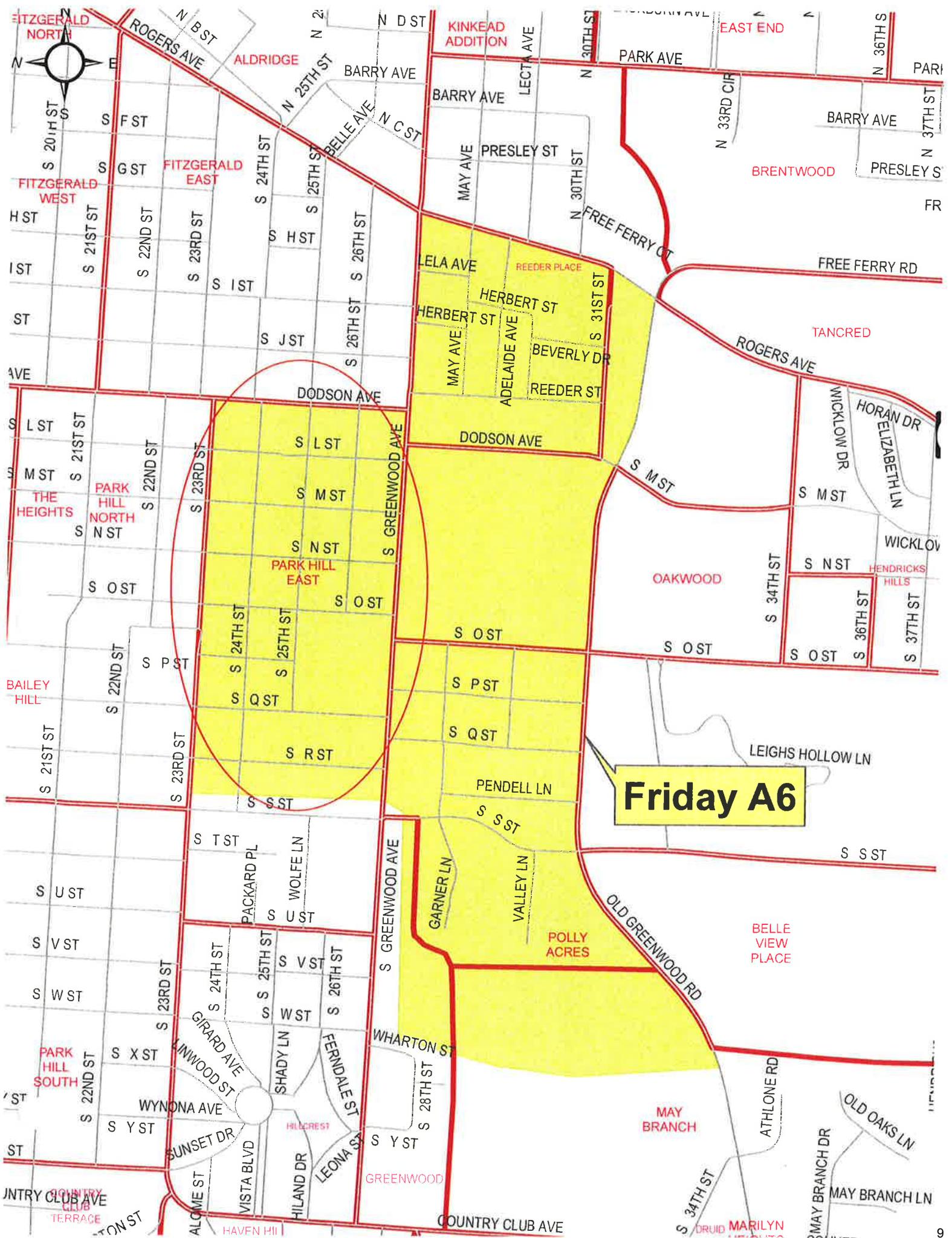
At your option, you may provide:

Name: _____

Address: _____

Phone number: _____

E-mail address: _____



Friday A6

House #	ST Type	ST Name		ZIP
2300	S	L	ST	72901
2301	S	L	ST	72901
2305	S	L	ST	72901
2306	S	L	ST	72901
2309	S	L	ST	72901
2312	S	L	ST	72901
2313	S	L	ST	72901
2315	S	L	ST	72901
2319	S	L	ST	72901
2320	S	L	ST	72901
2323	S	L	ST	72901
2400	S	L	ST	72901
2401	S	L	ST	72901
2405	S	L	ST	72901
2410	S	L	ST	72901
2411	S	L	ST	72901
2412	S	L	ST	72901
2415	S	L	ST	72901
2420	S	L	ST	72901
2419	S	L	ST	72901
2500	S	L	ST	72901
2501	S	L	ST	72901
2505	S	L	ST	72901
2508	S	L	ST	72901
2511	S	L	ST	72901
2516	S	L	ST	72901
2519	S	L	ST	72901
2520	S	L	ST	72901
2600	S	L	ST	72901
2601	S	L	ST	72901
2603	S	L	ST	72901
2608	S	L	ST	72901
2610	S	L	ST	72901
2611	S	L	ST	72901
2612	S	L	ST	72901
2614	S	L	ST	72901
2615	S	L	ST	72901
2618	S	L	ST	72901
2620	S	L	ST	72901
2617	S	L	ST	72901
2300	S	M	ST	72901
2301	S	M	ST	72901
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2307	S	M	ST	72901
2308	S	M	ST	72901

2314	S	M	ST	72901
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2408	S	M	ST	72901
2409	S	M	ST	72901
2410	S	M	ST	72901
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2419	S	M	ST	72901
2420	S	M	ST	72901
2423	S	M	ST	72901
2500	S	M	ST	72901
2501	S	M	ST	72901
2505	S	M	ST	72901
2509	S	M	ST	72901
2510	S	M	ST	72901
2515	S	M	ST	72901
2516	S	M	ST	72901
2522	S	M	ST	72901
2523	S	M	ST	72901
2600	S	M	ST	72901
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2604	S	M	ST	72901
2609	S	M	ST	72901
2611	S	M	ST	72901
2614	S	M	ST	72901
2618	S	M	ST	72901
2619	S	M	ST	72901
2623	S	M	ST	72901
2300	S	N	ST	72901
2301	S	N	ST	72901
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2308	S	N	ST	72901
2311	S	N	ST	72901
2312	S	N	ST	72901
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2509	S	N	ST	72901
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2514	S	N	ST	72901
2515	S	N	ST	72901
2519	S	N	ST	72901
2520	S	N	ST	72901
2605	S	N	ST	72901
2606	S	N	ST	72901
2607	S	N	ST	72901
2609	S	N	ST	72901
2610	S	N	ST	72901
2611	S	N	ST	72901
2614	S	N	ST	72901
2615	S	N	ST	72901
2618	S	N	ST	72901
2621	S	N	ST	72901
2300	S	O	ST	72901
2301	S	O	ST	72901
2305	S	O	ST	72901
2308	S	O	ST	72901
2309	S	O	ST	72901
2312	S	O	ST	72901
2315	S	O	ST	72901
2319	S	O	ST	72901
2320	S	O	ST	72901
2323	S	O	ST	72901
2400	S	O	ST	72901
2401	S	O	ST	72901
2404	S	O	ST	72901
2406	S	O	ST	72901
2407	S	O	ST	72901
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2611	S	O	ST	72901
2615	S	O	ST	72901
2617	S	O	ST	72901
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2301	S	P	ST	72901
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2305	S	P	ST	72901
2308	S	P	ST	72901
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2315	S	P	ST	72901
2318	S	P	ST	72901
2320	S	P	ST	72901
2321	S	P	ST	72901
2400	S	P	ST	72901
2401	S	P	ST	72901
2404	S	P	ST	72901
2405	S	P	ST	72901
2408	S	P	ST	72901
2409	S	P	ST	72901
2412	S	P	ST	72901
2419	S	P	ST	72901
2420	S	P	ST	72901
2300	S	Q	ST	72901
2304	S	Q	ST	72901
2305	S	Q	ST	72901
2307	S	Q	ST	72901
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2309	S	Q	ST	72901
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2401	S	Q	ST	72901
2404	S	Q	ST	72901
2405	S	Q	ST	72901
2409	S	Q	ST	72901
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2528	S	Q	ST	72901
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2608	S	Q	ST	72901
2614	S	Q	ST	72901
2618	S	Q	ST	72901
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2605	S	R	ST	72901
2607	S	R	ST	72901
2615	S	R	ST	72901
2619	S	R	ST	72901
2617	S	R	ST	72901
1515	S	23	ST	72901

1823	S	23	ST	72901
1611	S	23	ST	72901
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1519	S	26	ST	72901
1521	S	26	ST	72901
1524	S	26	ST	72901
1520	S	26	ST	72901
1200	S	GREENWOOD	ST	72901
1210	S	GREENWOOD	ST	72901
1216	S	GREENWOOD	ST	72901
1214	S	GREENWOOD	ST	72901
1300	S	GREENWOOD	ST	72901
1302	S	GREENWOOD	ST	72901
1304	S	GREENWOOD	ST	72901
1306	S	GREENWOOD	ST	72901
1500	S	GREENWOOD	ST	72901
1502	S	GREENWOOD	ST	72901

18 HOMES ALREADY HAD CURBSIDE COLLECTION
260 HAVE ALLEY WAY COLLECTION
TOTAL 278 HOMES IN PARK HILL EAST

MEMORANDUM

To: Ray Gosack, City Administrator

From: Sherri Gard, City Clerk

Date: January 6, 2012

Re: Televised Meetings of the Board of Directors

As you know, the Board adopted the 2012 Budget without funding for televising regular meetings of the Board of Directors. The 2012 Budget was adopted at the December 6, 2011 regular meeting; however, at the December 20 regular meeting, a study session was requested to review the proposed, lower cost options provided by 777 Productions to retain televised meetings. The options provided would maintain live broadcast and video recording for rebroadcast on the City Access Channel, but with the use of fewer cameras. Currently, 777 Productions utilizes three cameras for the meetings and charges \$1,000 for each meeting up to two hours. If a meeting exceeds two hours, an additional \$20 is charged for every fifteen minutes thereafter. During the 2012 Budget preparations, 777 Productions submitted a request to increase the cost per meeting in 2012 to \$1,100 with \$25 for each additional fifteen minutes exceeding two hours; however, the increase was denied due to the Board opting to cease televised meetings. Regardless, the proposed lower cost options are noted below:

OPTION 1 (provided by 777 Productions)

Reduce to 2 cameras for live and re-broadcast: \$700.00 per meeting
 This option would result in an annual cost of \$16,800 (\$4,704 cost to the General Fund)

OPTION 2 (provided by 777 Productions)

Reduce to 1 camera for live and re-broadcast: \$500.00 per meeting
 This option would result in an annual cost of \$12,000 (\$3,360 cost to the General Fund)

The City Clerk's Office has reviewed the option to provide audio replay of the meetings on the City Access Channel. The audio could play along with a string of still frame slides, which may include information regarding the ordinance/resolution being discussed and/or pictures of officials or staff speaking on the item. This option would require additional time to create the still frame slides to coincide with the audio for telecast on the City Access Channel; however, such would be at no additional cost as the City currently maintains the capability to provide this option.

OPTION 3 (provided by City Clerk's Office)

Audio replay on the City Access Channel: No additional cost to the City.
 This option could not provide live broadcast on the City Access Channel.

Cassette recordings of regular meetings of the Board have been maintained for many years and such are available for public review in the City Clerk's Office. Digital audio recordings from January 2009 to present are also available on the City's website. Even if the Board desires to forego each of the above noted options, all audio recordings for past and future regular meetings will continue to be available in the City Clerk's Office and future recordings will continue to be posted on the City's website.

If the Board maintains the current option to forego televising meetings of the Board, the policy for the City Access Channel must be amended. The policy amendment has been prepared to accomplish such and an ordinance authorizing same is tentatively scheduled for consideration at the January 17, 2012 regular meeting. The proposed policy also includes other minor amendments as suggested by the City Attorney; however, the proposed amendment to the City Access Channel policy is attached for your review.

If the Board chooses to select Option 3 (audio replay), the above noted amendment to the City Access Channel policy may require additional changes to address audio recordings.

If you have any questions, please let me know.

SUMMARY OF COST OPTIONS FOR RETAINING TELEVISED MEETINGS

	Full Production 3 Cameras	Option 1 2 Cameras	Option 2 1 Camera	Option 3 Audio Replay
Total Annual Cost	\$26,400	\$16,800	\$12,000	~ 0 ~
<u>Funding Allocation</u>				
General Fund (28%)	\$ 7,392	\$ 4,704	\$ 3,360	~ 0 ~
Street Sales Tax Fund (15%)	3,960	2,520	1,800	~ 0 ~
Street Maintenance Fund (8%)	2,112	1,344	960	~ 0 ~
Water and Sewer Operating Fund (37%)	9,768	6,216	4,440	~ 0 ~
Sanitation Operating Fund (12%)	3,168	2,016	1,440	~ 0 ~
Total Annual Cost	\$26,400	\$16,800	\$12,000	~ 0 ~



City Clerk
FILED 12-1-11
S. Gard

TRAVIS JOINER

777 PRODUCTIONS

2012 BROADCAST OPTIONS

I BELIEVE THESE PRICES WOULD GO INTO EFFECT 60 DAYS AFTER THE NOTICE OF TERMINATING OUR PREVIOUS ARRANGEMENT IS ISSUED.

2 CAMERAS.....BROADCAST LIVE AND RE-RUNS \$700

THIS IS BASICALLY THE SAME SETUP AS BEFORE, JUST WITH ONE FEWER CAMERA. THE MAIN CAMERA IN THE BACK CAN GET WIDE SHOTS AND TIGHT SHOTS OF THE BOARD. THE REMOTE REVERSE CAMERA FILMING THE PODIUM CAN STAY. WE WILL RECORD THE MEETING ONTO A HARD DRIVE THEN DELIVER THE DIGITAL FILES THE NEXT DAY AS WE'VE DONE IN THE PAST.

1 CAMERA.....BROADCAST LIVE AND RE-RUNS \$500

WE WOULD KEEP THE WIDE SHOT CAMERA ON THE SIDE OF THE ROOM. THIS CAMERA WILL BE ABLE TO GET WIDE AND TIGHT SHOTS OF THE BOARD. IT WILL ALSO BE ABLE TO GET A PROFILE SHOT OF WHOEVER IS AT THE PODIUM. ALTHOUGH IT WILL NOT BE POSSIBLE TO GET ANY SIGNAGE OR PROPS PEOPLE BRING TO THE PODIUM. I WILL RECORD DIRECTLY TO MY CAMERA SO I CAN DELIVER THE DIGITAL FILES THE NEXT DAY.

I'M OPEN TO ANY OTHER SUGGESTIONS....

TRAVIS JOINER

Delivered 11/29/11

777 PRODUCTIONS

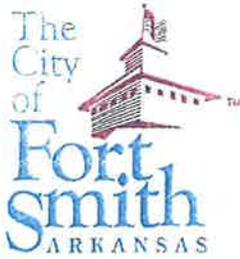
8/17/11

TELEVISIONING THE FORT SMITH BOARD OF DIRECTORS FOR THE YEAR 2012

*Should be
2012*

STARTING JANUARY 1, 2011, 777 PRODUCTIONS WILL BEGIN CHARGING THE CITY OF FORT SMITH \$1,100 PER BOARD MEETING. THIS ESTIMATE IS BASED ON A BOARD MEETING LASTING 2 HOURS. IF A BOARD MEETING LASTS LONGER THAN 2 HOURS AN ADDITIONAL \$25 PER 15 MINUTES WILL BE ADDED TO THE INVOICE.

TRAVIS JOINER
777 PRODUCTIONS



OFFICE OF THE CITY CLERK
Sherri Gard, CMC, City Clerk
Heather James, Assistant City Clerk

December 7, 2011

777 Productions
Attn: Travis Joiner
3224 Edinburgh
Fort Smith, AR 72908

Re: City of Fort Smith Board of Directors Meetings TV Production for 2012

Dear Travis:

Per your written notification dated August 17, 2011 to increase the fee per meeting from \$1,000 to \$1,100 to be effective January 1, 2012, I regret such cannot be accepted as the Board of Directors have opted to forego televising regular meetings of the City of Fort Smith Board of Directors for the year 2012 due to budget restrictions.

As per our agreement dated October 6, 2009, please accept this letter as written notice for cancellation of said agreement. Section 5 specifically states, "Either party reserves the right to cancel the Agreement without cause by providing the other party sixty (60) days' prior written notice"; therefore, in order to adhere to the sixty (60) day notification requirement, the last televised meeting of the City of Fort Smith Board of Directors will be Tuesday, January 17, 2012. Although the City will certainly adhere to the sixty (60) day notification requirement, if you prefer the last televised meeting to be December 20, 2011, please let us know and provide written concurrence to end the agreement with less than sixty (60) days notice.

The City of Fort Smith very much appreciates the working relationship with you and your crew, and the time and effort spent to televise the meetings. If the Board chooses to reinstate televised meetings, we highly encourage you to continue annual submission of your statement of qualifications for future consideration. We have been extremely pleased with your work.

If you have any questions, please let us know.

Sincerely,

Ray Gosack, City Administrator

Sherri Gard, City Clerk

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 784-2208
FAX (479) 784-2256

E-mail: cityclerk@fortsmithar.gov

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ORDINANCE NO. _____

**AN ORDINANCE ADOPTING POLICIES AND PROCEDURES
FOR OPERATION OF THE CITY OF FORT SMITH
GOVERNMENT ACCESS CHANNEL AND REPEALING ORDINANCE NO. 90-09**

Whereas, the City of Fort Smith operates a cable television channel providing public service programming; and,

Whereas, it is in the best interest of the City and its residents to establish policies and procedures governing the use of the City's cable television facilities;

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

Section 1: The Policies and Procedures for the operation of the City of Fort Smith Government Access Channel attached hereto and made a part hereof are hereby approved and adopted.

Section 2: Ordinance No. 90-09 is hereby repealed in its entirety.

Section 3: This ordinance shall be in full force and effect from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2012.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form



npr

**POLICIES AND PROCEDURES
FOR THE OPERATION OF
CITY OF FORT SMITH
GOVERNMENT ACCESS CHANNEL**

Mission

The mission of the City of Fort Smith Government Access Channel **56** ("access channel") is to provide quality programming for residents within the Fort Smith area concerning local government, community organizations, schools, and other information of local public interest.

Policies

The access channel provides 24 hour programming on Cox Cable Channel **56**. All programming of said channel is the responsibility of the City Clerk's Office. The access channel is not a public forum. The City of Fort Smith ("The City") restricts the channel's use to local government, **including live and delayed coverage of City Board of Directors regular meetings**, and advertising **of meetings and fund raising/special events at no charge for civic and social organizations, schools, and when deemed appropriate, political organizations or** church sponsored activities.

Program Restrictions

The following categories of information **shall not** be cablecast:

- a. Advertising that promotes a political issue or a candidate for political office
- b. Religious worship services or announcement of same
- c. Advertising material designated to promote the sale of commercial products or services; **however, this shall not prohibit fund raising promotions by non-profit organizations and community service groups.**
- d. Technically unusable material as determined by the City Clerk's Office will not be shown.
- e. Copyrighted material without appropriate written releases or permissions.

Program Guidelines

1. The City will have first priority for all programming, after which, all others will run on a first come, first served basis.
2. The bulletin-board feature related to City **activities, and community events government announcements** will operate when other programming is not scheduled.

3. Bulletin-board announcements from community groups must be received in the City Clerk's Office at least two (2) weeks prior to the event date.
4. Announcements will run for a period of 7-10 days prior to an event.
5. Announcements must contain the name of the sponsoring agency or organization, a contact person, and telephone number for further information.
6. Photographs, logos, etc., will be accepted to include with announcements.
7. The City Clerk's Office shall review each announcement, and conform it to screen format and style where necessary.
8. The City reserves the right to exercise editorial control regarding the content of announcements received.

Live and Delayed Coverage of Board of Directors Regular Meetings

Live 'gavel-to-gavel' coverage of the regular meetings of the Board of Directors (excluding executive sessions) is provided. The meetings are replayed on the access channel, and on the City's website beginning on Thursday during the same week of the meeting. The rebroadcast schedule for the access channel is determined by the City Clerk's Office and published accordingly.

Video Telecast

1. All programs should be submitted on a DVD to the City Clerk's Office at least one (1) week in advance of requested air time for technical screening. The City Clerk's Office will advise as to the specified DVD format.
2. Copyrighted materials, including but not limited to music, film or print media will not be accepted without the prior written consent of the appropriate entity.

Retention of Tapes

Any videotape of regular meetings of the Board of Directors on file in the City Clerk's Office shall not be considered an official record of the board of directors regular meetings; and there shall be no liability for inadvertent erasure of omissions. The City Clerk's Office will retain the videotapes for three (3) years. Copies requested by the public will cost \$20.00 per meeting. Meetings older than three (3) years will be delivered to the main branch of the Fort Smith Public Library.

Copies of Programs

Viewers who wish to make copies of the City's programming for individual home viewing may do so, without charge or fee, by using their own home audio/video recording device. The production company Any copyright on these programs broadcast on the Access Channel remains in effect and no commercial use is permitted. For non-City of Fort Smith productions, intellectual property and copyright laws apply.

Audio Entertainment

Quality background music is provided through Digital Music Gateway operated by Cox Communications, Inc.

Complaints and Appeals

Complaints regarding a decision and/or action of the City Clerk's Office may be made by filing a written complaint with the City Administrator, or his designee, within five (5) working days.

Modification

It is expected that experience and unusual circumstances will show a need to modify these policies and procedures; therefore, these policies and procedures will be reviewed periodically by the City Administrator and City Clerk for consideration of revisions.



MEMORANDUM

January 6, 2012

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Lobbyist Services

The City of Fort Smith has been represented in Washington, D.C. the last 4 years by Watts Partners. One of the firm's principals is J.C. Watts, a former congressman from Oklahoma. The city's agreement with Watts Partners is attached.

Watts Partners has provided a letter (attached) which discusses the benefits of lobbying services in Washington, D.C. In the past, Watts Partners has helped secure federal funding for I-49, downtown streetscape work, extensions of the historic downtown trolley, the May Branch flood control project, water and sewer line extensions for the U.S. Marshals Museum project, airport improvements, and stimulus funds for energy-saving projects. Current efforts they're involved with include:

- Working with Pentagon staff to learn about possible military cuts and to promote the value of the 188th Fighter Wing.
- Assisting with the coin legislation for the U.S. Marshals Museum. The Watts staff is communicating with Oklahoma Senator Coburn's staff to address his concern with the coin legislation.
- Preparing for the federal highway bill reauthorization with members of the Arkansas delegation, the congressional committee staffs, and the Federal Highway Administration. The federal highway bill is a principal source of funding for projects like I-49 and Jenny Lind Rd. A federal highway bill is adopted once every 5-7 years, so it's critical that our priorities be well-represented in the allocation process.

- Planning for the reauthorization of the Water Resources Development Act (WRDA), which is another multi-year funding bill similar to the highway bill. This will be the vehicle for federal funding of local water, sewer and stormwater projects; and for deepening the Arkansas River to 12' and constructing an intermodal port facility in the region.

The board has established federal lobbying priorities on a regular basis. The current list is attached. Our success with these priorities is dependent on someone who's knowledgeable about the legislative processes and federal agencies. A Washington, D.C. lobbyist provides that expertise.

As federal support to localities changes from congressional earmarks to competitive grants, it will be even more important to have contacts with the staffs at a variety of federal agencies. The agencies will be awarding and administering the grants. A lobbyist who's knowledgeable about the numerous federal agencies and has contacts with their staffs will be very beneficial.

There's been some interest in the city hiring a grants writer position. Currently, each department writes their own grant applications. A specialized grants writer would complement the lobbying effort in Washington, D.C. The two efforts would support each other, and aren't mutually exclusive.

The agreement with Watts Partners was recently amended to reduce the annual fee from \$102,000 to \$72,000, saving \$30,000 a year. The cost of the lobbying services is paid by several operating funds as shown below.

General Fund	23%	\$16,560
Street Sales Tax Fund	20%	\$14,400
Street Maint. Fund	8%	\$ 5,760
Water & Sewer Fund	37%	\$26,640
Sanitation Fund	<u>12%</u>	<u>\$ 8,640</u>
TOTAL	100%	\$72,000

For this investment, the city receives continual representation in Washington, D.C. to help us achieve the board's federal priorities.

If there's any questions or a need for more information, please contact me.

cc: Steve Pruitt, Watts Partners

Ray

PROJECT PRIORITIES FOR FEDERAL FUNDING

- 1 I-49 from I-40 to U.S. Highway 71
- 2 Industrial site improvements at Chaffee Crossing
- 3 May Branch flood control project
- 4 Wet Weather Sewer Improvements
- 5 U.S. Marshals Museum
- 6 Arkansas Highway 45 Improvements
- 7 Levee Repairs
- 8 Lake Fort Smith water transmission line
- 9 Jenny Lind Rd. project – Dallas to Phoenix
- 10 Trolley system extensions in downtown Fort Smith
- 11 Highway connection between I-540 and Clayton Expwy.
- 12 Regional Water Supply Protection

November 15, 2011

Ray Gosack
City Administrator
The City of Fort Smith, Arkansas
623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902

Dear Ray:

Per our conversation of Monday, November 14, this document is presented for the use of the City Directors in their discussions about Fort Smith's ongoing interaction with the Federal Government.

Overview

Calendar year 2011 has been a very challenging year generally when it comes to the classic interaction between the Federal Government and local governments like Fort Smith. As we saw, when Congress did finally take action on key legislative issues—including the FY 2011 Appropriations bills, the result was the implementation of a ban on so-called “Member Requests” or “Earmarks” in the bills; and thanks to a deal to raise the federal debt-ceiling, a near freeze in federal spending for Fiscal Year 2011 for critical projects that the City had previously received funding.

Overall there have been several unsuccessful attempts at developing a legislative package that would provide additional funding for infrastructure projects. Sadly, partisan bickering has slowed and/or limited the pace of action on the normal “must-do issues” (i.e., FY 2012 Budget Resolution and FY 2012 Appropriations) and made passage of legislation to reauthorize the Water Resources Development Act (WRDA) and the Surface Transportation Act highly suspect this year—despite some recent movement on both.

Conventional wisdom in Washington today strongly supports the assumption that once an agreement is reached to complete the deficit reduction process begun this past September with the debt-ceiling increase deal that some sense of regular order will return to the federal grant making process—absent any earmarks. It should also be noted that the proposed spending levels for FY 2012 are expected to once again be at levels that will permit the various federal agencies to begin funding many of the projects that cities like Fort Smith depend on the federal government for assistance with—all be it using new and somewhat complicated grant making processes.

Signs of this coming stabilization have already begun to appear with Congress' approval on September 30 of a Continuing Resolution funding the federal government

through November 18; with Congress' approval of an FY 2012 spending bill for the Departments of Agriculture, Justice, Commerce, Transportation, and Housing and Urban Development that includes a Second Continuing Resolution funding the government through December 16; and with an agreed upon plan to move and approve Appropriations bills for the remaining 9 Federal Departments and Congress itself. And, despite all the doubts about the Parties in Congress ability to work together, the so-called "Super Committee" appointed to construct a plan to further reduce the US deficit, expectations are increasing that the Committee will announce such a plan by their November 23rd deadline, setting in motion a series of spending reduction and revenue increasing actions that will further empower regular order and operation of the federal government.

Addressing Fort Smith's Federal Funding Requests

All 11 of the City's Federal Priority Projects have been regularly discussed with key members of the Arkansas Congressional delegation and with our contacts at the appropriate federal agencies. These discussions have purposely focused on positioning these projects for funding consideration as the agencies begin operating their new grant making procedures.

We are optimistic about Fort Smith's chances of obtaining additional federal funding for its priority projects. The outlook is favorable for the following reasons:

- I. **City has received federal funding in previous years for a number of its existing priority projects.** Watts Partners has assisted in obtaining federal funding for the Fort Smith Regional Airport, Downtown Trolley, Jenny Lind Road Project and May Branch Channel projects. Additionally, we worked to assist the City obtain funds from the 2009 Federal Economic Stimulus program for transportation and energy conservation projects. The City's ability to quickly and successfully execute the work elements associated with these funds has positioned it to make realistic funding requests to help complete these projects.
- II. **Most of the City's key projects are tied to programs that Congress appears willing to enact re-authorization legislation and funding to complete.** Watts Partners has assisted in presenting and mobilizing Congressional support for the City's Water and Sewer (*Regional Water Supply Protection, Chad Colley/Roberts Boulevard Water Line, Wet Weather Sanitary Sewer Improvement, May Branch Channel, Fort Chaffee Sewer Replacement Projects*), Airport Runway Extension and Transportation Infrastructure (*Arkansas Highway 45 Improvements, Jenny Lind Road, Downtown Trolley and I-49*) projects. As Congress approves legislation enacting the Water Resources Development Act (WRDA), Re-Authorizes the FAA and the Moving Ahead for Progress in the 21st Century Act (the Highway bill), the City's projects will be positioned for speedy consideration and funding because of the continuing efforts to inform and mobilize support.
- III. **Fort Smith and Arkansas Congressional Delegation Committee Placement.** Members of the Arkansas Congressional delegation have gained assignments on the key Congressional Committees (House and Senate Appropriations, House Transportation and Infrastructure and Senate Environment and Public Works) responsible for enacting and funding the FAA, Highway and WRDA bills. Watts

Partners has been working closely with these members to ensure that the project qualifications and agency grant making processes are established in ways that give Fort Smith a fair chance at obtaining funding for its projects. These efforts are poised to continue into the 2012 final legislative activity.

Conclusion

All of us at Watts Partners consider it a privilege to be working with you and the City of Fort Smith. We are mindful also of the fiscal pressures facing all levels of government at this time. In that regard, while no one likes to take resources off the table, we understand the City's need to consider adjusting the fees being paid to our firm. We are prepared for such a decision and would be willing to continue our work on your behalf at a lesser monthly retainer of \$6,000 per month verses our current \$8,500-a \$30,000 reduction in our fees- and trust that the City Directors recognize and appreciate our willingness to share in the sacrifices necessary to get through this tough economic period.

Thank you for the opportunity to partner with you. We look forward to working with you and advocating for the City's priorities.

Sincerely,

STEVE

Steve Pruitt
Managing Partner

AMENDMENT NO. 1 TO CONSULTING AND ADVISORY SERVICES AGREEMENT

THIS AMENDMENT made and entered into on the 22nd day of December, 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

By: Ray Gosack
Ray Gosack, City Administrator

Date: December 22, 2011
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.

By: St L Pruitt
STEVEN L. PRUITT
MANAGING PARTNER

Date: Dec. 21, 2011
600 13th Street NW, Suite 790
Washington, D.C. 20005
Phone: (202) 207-2854
Fax: (202) 207-2853

R-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.

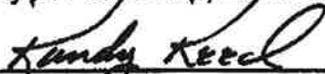
16. **MEDIATION.**

- 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.

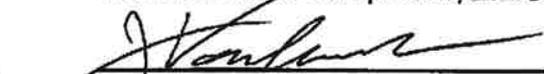
City of Fort Smith, Arkansas


 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

**MINUTES OF AIRPORT COMMISSION REGULAR MEETING
TUESDAY – NOVEMBER 22, 2011
FORT SMITH REGIONAL AIRPORT CONFERENCE ROOM**

The regular meeting of the Fort Smith Airport Commission was called to order at 5:30 p.m. by Chairman Deramus, presiding. Commissioners Deramus, Devero, Haver, Nordin and Schiffner were present. Commissioners Archer and McGhee were absent. Also present were John Parker, Airport Director; Kathy Boze, Director of Administration; and Michael Griffin, Director of Operations.

Chairman Deramus welcomed Larry Schiffner to the Commission. Mr. Schiffner briefed the Commission on his professional and community service background.

Chairman Deramus presented a framed print to former commission member, Marcia Melvin in recognition of her service on the commission.

ADOPTION OF MINUTES

On a motion by Commissioner Nordin and second by Haver, the Commission approved the Minutes of the Regular Meeting of October 25, 2011. Voting aye: Deramus, Devero, Haver, Nordin and Schiffner. Voting nay: none.

FINANCIAL STATEMENT

Staff presented an overview and answered questions regarding the financials for the period ending October 31, 2011.

ITEMS OF BUSINESS

1. Engineer Contract for Drainage Improvements. Morrison Shipley submitted an engineering contract for draining improvement in the west general aviation area. The fixed cost before a grant is received will be \$12,800 and the total contract with Morrison Shipley will be \$27,800 including additional services. These charges will only be incurred upon receipt of a grant and award of construction contract.

This project will tie directly with the current AIP 40 project. Staff will submit an application to the state for funding under the 90/10 grant program once the planning and bidding phases are complete. The maximum state participation will be 90% of the project cost up to \$150,000, and the airport share will be 10% or the balance of project cost. The current re-design opinion of project cost is \$173,100 which includes 15% contingency. A motion was made by Commissioner Nordin and second by Schiffner to enter into contract with Morrison Shipley. Voting aye: Deramus, Devero, Haver, Nordin and Schiffner. Voting nay: none.

2. Airport Restaurant Lease. The Runway Cafe notified staff that they will not renew their lease on December 31, 2011. Staff ran ads in the local newspaper with request for proposals (RFP) for a restaurant operator and RFP packets were sent to several local restaurants and vending companies. However, no proposals have been received. Commissioner Devero recommended a special meeting be held to discuss this matter

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more in depth. Staff is researching vending options and alternate plans, and Commissioner Nordin is working with an individual that is interested in operating the facility in a manner that falls between a café and a vending facility. No action was required.

3. 2012 Budget. The Proposed 2012 Budget was submitted for Commission consideration. No changes were made to the budget numbers since the Draft Budget was presented at the October 25 commission meeting. Vice Chairman Archer and Commission Treasurer McGhee served on the Budget Committee and have notified the chairman and staff of their support of the budget as presented. Special recognition went to Kathey Boze, Michael Griffin, Steve Myers, Jim Shifflett and Janet Colbert for their execution of the current year budget and preparation of the 2012 budget. Commissioner Haver made a motion and second by Devero to approve the 2012 Budget and Resolution 2011-4 as presented. Voting aye: Deramus, Devero, Haver, Nordin and Schiffner. Voting nay: none. A bound copy of the approved budget will be delivered to the commissioners.
4. Airport Activities/Projects
 - A. AIP 39 Wildlife Hazard Assessment continues and is coming to a conclusion. A briefing on the results will be scheduled at a future meeting.
 - B. AIP 40 Construction of Taxiway A West Phase 1 is well underway with one location near completion and work beginning at other locations.
 - C. West Corporate Taxiway project is progressing well with joint sealing underway.
 - D. Security fence project. Notice to Proceed has been issued and construction should begin soon.
 - E. Staff attended the FAA Southwest Region Fall Conference in Fort Worth, TX. Funding was the main topic of interest. The new FAA Program Manager for Fort Smith is Mr. Roman Pinon, who replaced Mr. Jimmy Pierre.
 - F. The Commission / Employee Christmas Party is December 8th.
 - G. Chairman and staff wished everyone a great Thanksgiving.

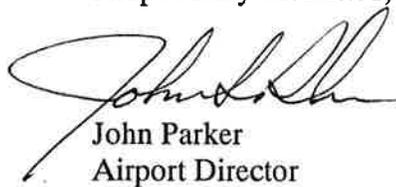
NEXT COMMISSION MEETING

A motion was made by Commissioner Nordin and seconded by Haver to change the next regularly scheduled meeting of the Fort Smith Airport Commission to Tuesday, December 20, 2011 at 5:30 p.m. in the Fort Smith Regional Airport Conference Room. Voting aye: Deramus, Devero, Haver, Nordin and Schiffner. Voting nay: none.

ADJOURNMENT

On a motion by Commissioner Haver and second by Devero the meeting adjourned at 6:20 p.m.

Respectfully submitted,



John Parker
Airport Director