



AGENDA

FORT SMITH BOARD OF DIRECTORS REGULAR MEETING

March 15, 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

- Moment of silence in honor of former mayor, Ray Baker

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 MARCH 1, 2011 REGULAR MEETING

ITEMS OF BUSINESS:

1. Presentation: Central Business Improvements District to present check to City of Fort Smith Parks Department (\$4,238.93)
2. Items relative to animal control regulations
 - A. Ordinance amending Chapter 4, Article V, of the Fort Smith Municipal Code regulating animals to establish regulations for tethering dogs
 - B. Ordinance amending Chapter 4, Article I, of the Fort Smith Municipal Code regulating animals, establishing mandatory registration, spay and neuter regulations, and hobbyist permit for dogs and cats
 - C. Ordinance amending Chapter 4, Article I, of the Fort Smith Municipal Code to establish an Animal Services Advisory Board

- D. Ordinance amending Chapter 4, Article I, Section 4-1 of the Fort Smith Municipal Code regulating animals
3. Ordinance ordering the owners of certain dilapidated and substandard structures to demolish same, authorizing the City Administrator to cause the demolition of such structures to occur, and for other purposes (*912 North 13th Street*)
4. Consent Agenda
- A. Resolution authorizing a time extension for the construction of Street Overlays/Reconstruction, Project No. 10-03-A
 - B. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays/Reconstruction, Project No. 10-03-A (\$17,527.58)
 - C. Resolution supporting the application of Mitsubishi Power Systems, Inc. to become a foreign trade zone subzone
 - D. Resolution authorizing the purchase of a concrete mixer truck (\$132,575.91)
 - E. Ordinance declaring an exceptional situation and waiving the requirements for competitive bidding for the “LED” signal lens replacement and maintenance and authorizing the Mayor to execute agreement with the Arkansas State Highway and Transportation Department (\$184,685)
 - F. Resolution authorizing the execution of a Memorandum of Understanding between the City of Fort Smith, Arkansas and the City of Charleston, Arkansas concerning mobile data support
 - G. Resolution authorizing the Mayor to enter into a Memorandum of Understanding with the United States Department of Energy, National Nuclear Security Administration and Office of Secure Transportation for the use of Fort Smith Transit property at 6821 Jenny Lind to conduct drive training using semi tractor trailers
 - H. Ordinance declaring an exceptional situation and waiving the requirements for competitive bidding for the lease purchase of radio communication equipment and authorizing the Mayor and City Administrator to negotiate and execute all necessary lease documents regarding said agreement

- I. Resolution authorizing partial payment to Crossland Heavy Contractors, Inc. for construction of the Lake Fort Smith Water Treatment Plant – Contract 3 (\$1,048,524.38)
- J. Resolution authorizing the Mayor to execute Authorization Number Two with Camp Dresser & McKee, Inc. for providing engineering services associated with the Mill Creek Wastewater Pump Station Wet Weather Improvements (\$459,100.00)
- K. Resolution authorizing the City Administrator to accept offer made by property owner for the acquisition of real property interests for the Lake Fort Smith Water Supply (\$165,000.00)

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

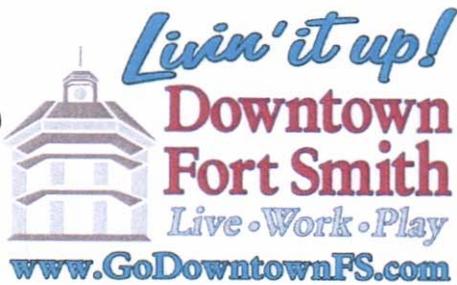
- A. Mayor
- B. Directors
- C. City Administrator

EXECUTIVE SESSION

- Appointments: Advertising and Promotion Commission (2), Civil Service Commission (2), Electric Code Appeals Board (2) and Planning Commission (3)
- 5. Ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map (*Master Land Use Plan – Extra Territorial Jurisdiction Low Density Residential to Residential Detached, Residential Attached and Commercial Neighborhood; Rezoning – Extra Territorial Jurisdiction Open-1 (ETJ O-1) to RS-3 by extension; RS-4, RS-5, RM-3, RSD-3 and Commercial-2 by classification / 12905 Rye Hill Road, Middleton Farms*) ~ Tabled at February 3, 2011 regular meeting; First reading at the February 15, 2011 regular meeting, Second reading at the March 1, 2011 regular meeting ~ ** Third and final reading **

**CITIZENS FORUM ~ presentation of information by citizen ~ 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

MEMORANDUM

DATE: March 8, 2011

TO: Ray Gosack, City Administrator

FROM: Jayne Hughes, Downtown Development Coordinator; CBID

SUBJECT: Check Presentation to the City of Fort Smith Parks Department from the CBID Commission

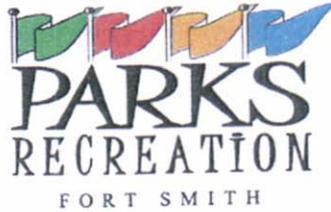
As you will remember the Central Business Improvement District Commission encouraged the Fort Smith Parks Commission and the City of Fort Smith to take the Downtown Park known as the Park at West End under their control. The commissioners knew this would be very difficult given the current strain on the City's budget. In order to make the proposed plan acceptable, the CBID Commission and private donors established a fund with pledges for up to \$12,000.00 to offset any loss the Park's Department might incur for the operations of the Downtown Park. This plan was implemented for 2010 and the numbers came in much better than expected.

In a memo from Mike Alsup dated January 6, 2011 he states that the final numbers were \$22,175.60 in revenues and \$26,414.53 in expenses. The expenses included staffing and operations of \$15,681.81 and also the cost of liability insurance in the amount of \$6040.00. The liability insurance had to be purchased because the City was only leasing the Park and did not actually own the Park. The revenues were generated by through \$19,845.60 in ticket sales and \$2330.00 for 28 private parties. They have estimated that 25,000 rides were given.

This Park, thanks to the consistency of operating hours provided by the City of Fort Smith Parks Department has become an icon for Downtown Fort Smith. We have seen local citizens and tourists enjoy the Park, leaving the area with a great understanding of the term "quality of place". During recent meetings I was attending in Little Rock we were discussing "place making" initiatives as economic development strategies. The Park at West End was used as an example of how a City through public-private partnerships can be successful and create an area which encourages traffic by both their local citizens and tourism.

As we move into a second year of this agreement we look forward to an even better year with more private parties, rentals and individual rides. With the private investment and public improvements to this area, the new parking lot at 2nd & North B and a growing Farmers Market, we will continue to experience growth in a neighborhood once populated with prominent blight.

The CBID Commission is pleased to present to the City of Fort Smith and the Parks Department a check in the amount of \$4238.93 to cover the small net loss of the operations of this Downtown Park.



Memo:

January 6, 2011

To: Ray Gosack, City Administrator
From: Mike Alsup, Director of Parks and Recreation
Re: The Park at West End -- 2010 Year End Report

Mike Alsup

The City of Fort Smith, Parks and Recreation Department, operated the Ferris wheel and carousel at the Park at West End in 2010. The Central Business Improvement District and Advertising and Promotions Commission supported the operation with advertising. The CBID also established a fund to offset the difference in expenses and revenues. The Board of Directors and Produce Row Development have approved the lease for 2011.

The rides were operated one hundred (100) days this year from April 3 to December 4. The regular schedule was April through Memorial Day, Friday and Saturday; Memorial Day through Labor Day, Tuesday through Saturday; and Labor Day through the end of October, Friday and Saturday. The rides were operated December 4 for the Christmas Parade.

Total Revenues	\$22,175.60
Total Expenses	<u>\$26,414.53</u>
Net Loss	<u>\$ 4,238.93</u>

Revenues included \$2,330 for twenty-eight (28) parties and \$19,845.60 in ticket sales. Tickets were \$1. Ticket sales include single ticket purchases and twenty (20) ride card purchases. A free ride was given to patrons who held ten (10) punched single tickets and patrons purchasing the twenty (20) ride card received four (4) free rides. The total number of rides from ticket sales is estimated at 21,500; the total number of rides from parties is estimated at 3,500 rides giving a total estimated number of rides of 25,000.

Expenses include staffing and operations. Total staffing expenses were \$15,681.81 and total operations were \$10,732.72. The largest expense was the cost of liability insurance coverage which was \$6,040. Utilities were the next highest expense at \$2,340.47.

With the exception of July 4, we learned that there is very little demand for rides before large events but a high demand after the events are over. There is little demand for rides after parades and on Memorial Day and Labor Day. One operator can manage the rides till the

evening hours when there is need for a second operator. When temperatures rise above the mid 90's, there is very little demand for rides. These lessons will help in reducing personnel expense for the rides in 2011.

The Park at West End is a truly unique feature that Fort Smith is privileged to have. Citizens and tourists enjoy the Park, compliment the recreational opportunity, and return to ride again and again. In August a family from Texarkana came to Fort Smith as a part of their end of the summer vacation. The mother researched things to do online and decided to stop here because of the Park at West End. At the time of day they were riding, they most likely ate a meal here and possibly spent the night. A couple from Tulsa was here on Memorial Day. Because of the rides at the Park at West End and the train at Creekmore Park, they decided to have their family vacation with their children and grandchildren later this summer in Fort Smith. This fall we have had quite a few birthday parties book with us. The sororities at the University had their bid day at the Park at West End and plan to return next year. There are many testimonies to the value of the Park for tourism and to citizens who enjoy this unique recreation activity priced at an affordable \$1 per ride.

Downtown Development and the Advertising and Promotions Commission have committed to continue their support of the Park with their marketing efforts. The park is featured in many of their advertisements. Produce Row Development, Phil White, has been very supportive of the operation and responsive to the maintenance of the rides.

PUBLIC NOTICE

The Board of Directors of the City of Fort Smith will be considering changing the name of a portion of North 30th Street to Sweet Avenue at their October 19, 2004, Board of Directors meeting. This meeting will be held at 6:00 p.m. in Building "B" of the Fort Smith Public Schools Service Center located at 3205 Jenny Lind Road.

Please contact the City Planning Department at 784-2216 with any questions relative to this street name change.



Wally Bailey
Director of Development & Construction

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 4, ARTICLE V, OF THE FORT SMITH
MUNICIPAL CODE REGULATING ANIMALS TO ESTABLISH REGULATIONS FOR
TETHERING DOGS**

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

Chapter 4, Article V, of the Fort Smith Municipal Code is amended to add Section 4-120 to read as follows:

Section 4-120.

- (a) No person shall tether, fasten, chain, tie, or restrain a dog, or cause any dog to be tethered, fastened, chained, tied, or restrained to a dog house, tree, fence, or any other stationary object with the intent that the tethering will be the animal's primary means of permanent containment.
- (b) Notwithstanding subsection (a), a person may do any of the following:
 - (1) Attach a dog to a trolley system as long as the trolley system is not intended as a means of permanent containment; or
 - (2) Tether, fasten, or tie a dog to a stationary object no longer than is necessary for the person responsible for the dog to complete a temporary task (e.g., cutting the grass, washing a car, gardening). In such temporary event, the dog must have convenient access to a sheltered area and containers of food and water.
- (c) An acceptable trolley system is subject to the following requirements:
 - (1) The trolley system must be at least five times the length of the dog's body, as measured from the tip of the nose to the base of the tail; it must terminate at both ends with a swivel; it must not weigh more than one-eighth of the dog's weight; it must be free of tangles; and, it must be attached at two permanent points elevated four to

- seven feet off the ground in a manner that allows the tether to move freely along the length of the cable; and
- (2) The tether must be connected to the dog by a properly fitted, buckle-type collar or body harness of a size appropriate for the animal. A tether shall not be connected by means of a choke-type, pinch-type or prong type collar; and
 - (3) The dog must be tethered to a trolley system in such a manner as to prevent injury, strangulation, or entanglement; and
 - (4) The dog shall not be outside tethered to a trolley system during a period of extreme weather, including, but not limited to, extreme heat or near-freezing temperatures, thunderstorms, or tornadoes; and
 - (5) The dog must have access to food, water, and shelter or dry ground; and
 - (6) The dog must be at least six months of age; and
 - (7) Except as indicated hereafter, no person shall tether any dog outside to a trolley system unless the animal has been spayed / neutered. However, it is permissible to tether an intact dog when under the direct visual observation of the owner / agent at all times the dog is tethered; it is also permissible to tether an intact dog if it is inside a completely fenced area that will prevent other dogs from coming into contact with the tethered intact dog; and
 - (8) A trolley system may only be utilized between the hours of 8:00 p.m. and 6:00 a.m.; and
 - (9) No more than one dog at a time may be attached to a trolley system.

This Ordinance adopted this ____ day of _____, 2011.

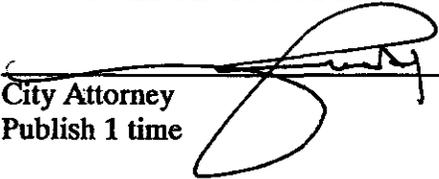
APPROVED:

Mayor

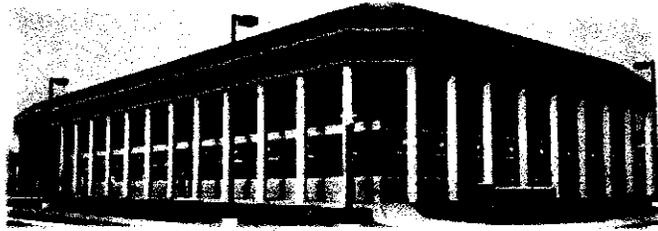
ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney
Publish 1 time



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: Tethering Ordinance

Date: March 9, 2011

The purpose of this memorandum is to present changes to the Animal Ordinance by adding Section 4-120. At the Board's request, research which was conducted by staff that would address restrictions on tethering dogs. After reviewing ordinances from North Little Rock, Arkansas and Ashville, North Carolina, staff was able to draft an ordinance that addresses these restrictions.

The proposed ordinance would restrict residents from tethering a dog to a stationary object as a permanent means of containment. It would allow a dog, when necessary, to be tethered to a stationary object for the time necessary to complete a temporary task, or to tether a dog to a trolley system for a period of time as long as this is not a permanent means of containment for the animal. The intention of this ordinance is to promote responsible pet ownership.

Sections 4-120.

- (a) No person shall tether, fasten, chain, tie, or restrain a dog, or cause any dog to be tethered, fastened, chained, tied, or restrained to a dog house, tree, fence, or any other stationary object with the intent that the tethering will be the animal's primary means of permanent containment.
- (b) Notwithstanding sub-section (a), a person may do any of the following:
- (1) Attach a dog to a trolley system as long as the trolley system is not intended as a means of permanent containment; or
 - (2) Tether, fasten, or tie a dog to a stationary object no longer than is necessary for the person responsible for the dog to complete a temporary task (e.g., cutting the grass, washing a car, gardening). In such temporary event, the dog must have convenient access to a sheltered area and food and water containers.
- (c) An acceptable trolley system is subject to the following requirements:
- (1) The trolley system must be at least five times the length of the dog's body, as measured from the tip of the nose to the base of the tail; it must terminate at both ends with a swivel; it must not weigh more than one-eighth of the dog's weight; it must be free of tangles; and, it must be attached at two permanent points elevated four to seven feet off the ground in a manner that allows the tether to move freely along the length of the cable; and
 - (2) The tether must be connected to the dog by a properly fitted, buckle-type collar or body harness of a size appropriate for the animal. A tether shall not be connected by means of a choke-type, pinch-type or prong type collar; and
 - (3) The dog must be tethered to a trolley system in such a manner as to prevent injury, strangulation, or entanglement; and
 - (4) The dog shall not be outside tethered to a trolley system during a period of extreme weather, including but not limited to, extreme heat or near-freezing temperatures, thunderstorms, or tornadoes; and
 - (5) The dog must have access to food, water, and shelter or dry ground; and
 - (6) The dog must be at least six months of age; and

- (7) Except as indicated hereafter, no person shall tether any dog outside to a trolley system unless the animal has been spayed / neutered. However, it is permissible to tether an intact dog when under the direct visual observation of the owner / agent at all times the dog is tethered; it is also permissible to tether an intact dog if it is inside a completely fenced area that will prevent other dogs from coming into contact with the tethered intact dog; and
- (8) A trolley system may only be utilized between the hours of 8:00 p.m. and 6:00 a.m.; and
- (9) No more than one dog at a time may be attached to a trolley system.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE I, OF THE FORT SMITH
MUNICIPAL CODE REGULATING ANIMALS, ESTABLISHING MANDATORY
REGISTRATION, SPAY AND NEUTER REGULATIONS, AND A HOBBYIST PERMIT
FOR DOGS AND CATS

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

Chapter 4, Article I, of the Fort Smith Municipal Code is amended to add Section 4-11 to read as follows:

Sec. 4-11. Annual Registration for Dogs and Cats; Mandatory Spay / Neuter for Dogs and Cats; Hobbyist Permit for Dogs and Cats

(a) *Annual registration for dogs and cats.* Any person owning, keeping, harboring or having custody of a dog or cat six months old or older within the city limits for more than thirty (30) consecutive days in a twelve month period is required to obtain a license tag for such dog or cat by registering it with the license-collecting agent of the city, to be designated by the City Administrator. For each neutered male or spayed female over six months of age, the levied fee shall be in the amount of five (\$5) dollars, annually, or a license valid for the life of the animal can be purchased in the amount of ten (\$10) dollars. An owner shall have thirty (30) days from the date a license expires to obtain a new license without penalty. Anyone failing to obtain a license within said thirty (30) days shall be required to pay an additional fee of ten (\$10) dollars.

(1) When initially registering a dog or cat, the owner shall provide documented proof of current rabies vaccination as well as documented proof that the animal has been spayed or neutered. Regardless of whether a license is obtained for an annual or a lifetime basis, every owner shall provide proof annually to the license-collecting agent of the city of the animal's then current rabies vaccination. Failure to maintain current rabies vaccination records with the city shall render the registration invalid.

(2) Every person owning, keeping, harboring or having custody of a dog or cat subject to the registration requirement is required to see that the animal's license tag is valid and is securely fastened to the dog or cat by collar or harness at all times.

(3) Working police dogs, police dogs in training, registered service dogs, and service dogs in training with applicable credentials shall qualify for exemption from the annual registration fee by including on the license application the name and phone number of the responsible law enforcement agency and, in the case of service dogs, the individual registration number of the animal.

(4) City residents who are sixty-five (65) years of age or older can register up to two (2) pets without cost.

- (b) *Spaying and neutering requirements.* With the exception of those individuals listed below, any person owning, keeping, harboring, or having custody of any dog or cat six months of age or older is required to have said animal spayed or neutered unless said person holds a hobbyist permit issued by the license-collecting agent of the city:
- (1) Persons who own, keep, harbor, or have custody of registered service dogs, search and rescue dogs or working police dogs;
 - (2) Individuals who are non-residents of the city and reside temporarily therein for a period not to exceed thirty (30) consecutive days within a twelve month period;
 - (3) Animal shelters, kennels, pet shops and veterinary hospitals;
 - (4) Persons who own, keep, harbor or have custody of a dog or cat and who are in possession of a certification signed by a licensed veterinarian stating that the animal is unfit to be spayed or neutered because the procedure would endanger the life of the animal.
 - (5) City residents with a combined annual household income below the United States Health and Human Services Poverty Guidelines may apply for financial assistance to comply with the spaying and/or neutering requirements.
- (c) *Hobbyist permit.* Applicants must apply for a hobbyist permit with the license-collecting agent of the city if the dog or cat will remain intact. A citation will only be issued under this section if the owner is in violation of any other provision of this chapter. A hobbyist may not allow his or her animals to produce more than one total litter annually regardless of the number of unsterilized animals owned. A second litter delivered within the city within a twelve month period shall invalidate the hobbyist's permit for twelve months.
- (1) Levy and amount of permit. There is hereby levied and there shall be collected an annual permit fee in the amount hereinafter provided on each dog or cat owned or kept within the city for the purposes of breeding, competing, or hunting. Said permit fee shall be paid to the license-collecting agent of the city, along with a twenty-five (\$25) dollar non-refundable application fee. For each unneutered male or unspayed female over six months of age, the levied fee shall be in the amount of twenty-five (\$25) dollars annually.
 - (2) Issuance of permit and tag. The license-collecting agent of the city shall issue a hobbyist permit after the required documentation listed below has been provided:
 - (A) Hobbyist permit application is filed with the license-collecting agent of the city, stating the purpose for which the dog or cat is to be utilized, e.g., hunting, breeding, or show.

(B) Documentation for breeding purposes confirming that each applicable animal is registered with the AKC, UKC, CFA, or TICA as a purebred; proof that the hobbyist has held membership within the preceding twelve months in a national, regional or local kennel club; provides a signed copy of the Code of Ethics for the breed club to which the hobbyist belongs; and, provides documentation of all necessary health clearances for breeding specific type of breed and health records for litter.

(C) For show dogs or dogs participating in sporting competitions, documentation confirming that each applicable animal has competed in at least one dog show or sporting competition sanctioned by a national or regional registry within the preceding twelve months; and that the hobbyist has held membership within the preceding twelve months in a national, regional or local kennel club.

(D) For hunting purposes, a hobbyist must provide documentation showing he or she holds a current state hunting license with the Arkansas Game and Fish Commission.

(3) A new permit shall be obtained each year by every hobbyist and a new fee paid. An owner shall have thirty (30) days from the date the permit expires to obtain a new permit without penalty. Any hobbyist failing to obtain a permit within such period shall be required to pay an additional fee of \$10.00.

(4) Revocation of Permit. A permit may be revoked if the animal services division determines that any of the following conditions exist:

(A) The hobbyist has been convicted of or has plead guilty or *nolo contendere* to the criminal offense of cruelty to animals; or

(B) The hobbyist has failed to comply with any of the conditions of the permit; or

(C) The hobbyist has violated any of the provisions of this Chapter twice in one permit year.

(5) Nothing in this section shall be construed to apply to any dog or cat under the age of six months or to dogs or cats brought to the city on a temporary basis for the sole purpose of show or exhibition.

(d) This ordinance shall go into effect on January 1, 2012. Application for and issuance of licenses shall be by ward in the following prescribed manner:

(1) Residents living in Ward 1 shall license dogs and cats during the first quarter of the calendar year (January 1 to March 31) or within thirty (30) days of acquiring a dog or cat after the licensing period has expired.

- (2) Residents living in Ward 2 shall license dogs and cats during the second quarter of the calendar year (April 1 to June 30) or within thirty (30) days of acquiring a dog or cat after the licensing period has expired.
- (3) Residents living in Ward 3 shall license dogs and cats during the third quarter of the calendar year (July 1 to September 30) or within thirty (30) days of acquiring a dog or cat after the licensing period has expired.
- (4) Residents living in Ward 4 shall license dogs and cats during the fourth quarter of the calendar year (October 1 to December 31) or within thirty (30) days of acquiring a dog or cat after the licensing period has expired.

This Ordinance adopted this ____ day of _____, 2011.

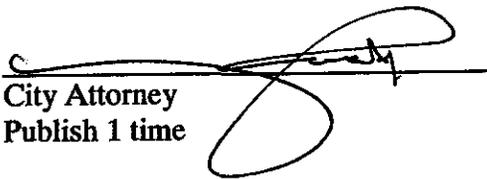
APPROVED:

Mayor

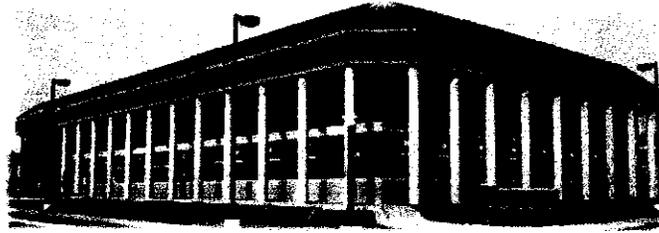
ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney
Publish 1 time



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: Annual Registration; Mandatory Spay / Neuter; Hobbyist Permit Ordinance

Date: March 9, 2011

The purpose of this memorandum is to present changes to the Animal Ordinance by adding Section 4-11. At the Board's request, staff conducted research which would address mandatory spay and neuter regulations. After reviewing ordinances from Fayetteville, Arkansas and Lawton, Oklahoma, staff was able to draft an ordinance that addresses annual registration for dogs and cats, mandatory spay / neuter requirements for dogs and cats, and hobbyist permits for dogs and cats.

In reviewing Spay / Neuter Ordinances, staff determined that a majority of Ordinances included provisions for licensing animals, issuing "intact" permits and licensing of breeders of animals. Staff concluded that the best course of action would be to enact an Ordinance which requires: annual registration for dogs and cats, mandatory spay / neuter of dogs and cats, and allows citizens to obtain a hobbyist permit for their dog or cat to remain intact if it meets certain requirements.

Annual registration for dogs or cats will be required for any person owning, keeping, harboring or having custody of a dog or cat six months old or older within the city limits for more than 30 consecutive days in a 12 month period. The cost of registering a dog or cat will be five (\$5) dollars annually or a license valid for the lifetime of the animal can be purchased for ten (\$10) dollars. This Ordinance provides exemptions for dogs that are trained and being used for law enforcement activities, search and rescue operations, and service animals. The ordinance also allows residents over the age of 65 to register up to two (2) pets without cost.

This ordinance will require any person owning, keeping, harboring, or having custody of any dog or cat six months of age or older to have said dog or cat spayed or neutered unless they hold a valid hobbyist permit. There are certain exemptions for dogs that are

Ray Gosack, City Administrator
Annual Registration; Mandatory Spay / Neuter; Hobbyist Permit Ordinance
March 9, 2011

trained and being used for law enforcement activities, search and rescue operations, service animals and dogs or cats certified by a licensed veterinarian as being unfit for being spayed or neutered due to health reasons. This ordinance will also allow residents with a combined annual household income below the United States Health and Human Services Poverty Guidelines to apply for financial assistance to comply with the spaying and / or neutering requirements. The appeal for financial assistance may be made to the Animal Services Advisory Board which is to be proposed in a separate ordinance.

The hobbyist permit will allow animals that are registered with a nationally recognized club or organization, animals which are considered "show" or, animals used for hunting to remain intact. To obtain a hobbyist permit for a dog or cat the owner or harborer of said animal must produce evidence of the following: the dog or cat is registered with a nationally recognized organization; has competed in at least one dog show or sporting competition within the past 12 months sanctioned by a national or regional registry, or the owner or harborer possesses a valid Arkansas hunting license. Anyone seeking to obtain a hobbyist permit will also be required to pay a non-refundable application fee of twenty-five (\$25) dollars and twenty-five (\$25) dollars for each dog or cat.

The intention of this Ordinance is to promote responsible pet ownership. Animals which have not been spayed or neutered and allowed to run at large present a risk to public safety and an unnecessary monetary burden to the City of Fort Smith.

Article I. In General

Sec. 4-11. Annual Registration for Dogs and Cats; Mandatory Spay / Neuter for Dogs and Cats; Hobbyist Permit for Dogs and Cats

(a) Annual registration for dogs and cats. Any person owning, keeping, harboring or having custody of a dog or cat six months old or older within the city limits for more than thirty (30) consecutive days in a twelve month period is required to obtain a license tag for such dog or cat by registering it with the license-collecting agent of the city, to be designated by the City Administrator. For each neutered male or spayed female over six months of age, the levied fee shall be in the amount of five (\$5) dollars, annually, or a license valid for the life of the animal can be purchased in the amount of ten (\$10) dollars. An owner shall have thirty (30) days from the date a license expires to obtain a new license without penalty. Anyone failing to obtain a license within said thirty (30) days shall be required to pay an additional fee of ten (\$10) dollars.

(1) When initially registering a dog or cat, the owner shall produce documented proof of current rabies vaccination as well as documented proof that the animal has been spayed or neutered. Regardless of whether a license is obtained for an annual or a lifetime bases, every owner shall provide proof annually of the then current rabies vaccination to the license-collecting agent of the city. Failure to maintain current rabies vaccination records with the city shall render the registration invalid.

(2) Every person owning, keeping, harboring or having custody of a dog or cat subject to the registration requirement is required to see that the animal's license tag is valid and is securely fastened to the dog or cat by collar or harness at all times.

(3) Working police dogs, police dogs in training, registered service dogs, and service dogs in training with applicable credentials shall qualify for exemption from the annual registration fee by including on the license application the name and phone number of the responsible law enforcement agency and, in the case of service dogs, the individual registration number of the animal.

(4) City residents who are sixty-five (65) years of age or older can register up to two (2) pets without cost.

(b) Spaying and neutering requirements. With the exception of those individuals listed below, any person owning, keeping, harboring, or having custody of any dog or cat six months of age or older is required to have said animal spayed or neutered unless said person holds a hobbyist permit issued by the license-collecting agent of the city:

(1) Persons who own, keep, harbor, or have custody of registered service dogs, search and rescue dogs or working police dogs;

(2) Individuals who are non-residents of the city and reside temporarily therein for a period not to exceed thirty (30) consecutive days within a twelve month period;

(3) Animal shelters, kennels, pet shops and veterinary hospitals;

(4) Persons who own, keep, harbor or have custody of a dog or cat and who are in possession of a certification signed by a licensed veterinarian stating that the animal is unfit to be spayed or neutered because the procedure would endanger the life of the animal;

(5) City residents with a combined annual household income below the United States Health and Human Services Poverty Guidelines may apply for financial assistance to comply with the spaying and/or neutering requirements.

(c) Hobbyist permit. Applicants must apply for a hobbyist permit with the license-collecting agent of the city if the dog or cat will remain intact. A citation will only be issued under this section if the owner is in violation of any other provision of this chapter. A hobbyist may not allow his or her animals to produce more than one total litter annually regardless of the number of unsterilized animals owned. A second litter delivered within the city within a twelve month period shall invalidate the hobbyist's permit for twelve months.

(1) Levy and amount of permit. There is hereby levied and there shall be collected an annual permit fee in the amount hereinafter provided on each dog or cat owned or kept within the city for the purposes of breeding, competing, or hunting. Said permit fee shall be paid to the license-collecting agent of the city, along with a twenty-five (\$25) dollar non-refundable application fee. For each unneutered male or unspayed female over six months of age, the levied fee shall be in the amount of twenty-five (\$25) dollars annually.

(2) Issuance of permit and tag. The license-collecting agent of the city shall issue a permit after the required documentation listed below has been provided:

(A) Hobbyist permit application is filed with the license-collecting agent of the city, stating the purpose for which the dog or cat is to be utilized, e.g., hunting, breeding, or show.

(B) Documentation for breeding purposes confirming that each applicable animal is registered with the AKC, UKC, CFA, or TICA as a purebred; proof that the hobbyist has held membership within the preceding twelve months in a national, regional or local kennel club; provides a signed copy of the Code of Ethics for the breed club to which the hobbyist belongs; and, provides documentation of all necessary health clearances for breeding specific type of breed and health records for litter.

(C) For show dogs or dogs participating in sporting competitions, documentation confirming that each applicable animal has competed in at least one dog show or sporting competition sanctioned by a national or regional registry within the past twelve months; and that the hobbyist has held membership within the preceding twelve months in a national, regional or local kennel club.

(D) For hunting purposes, a hobbyist must provide documentation showing she or he holds a current state hunting license with the Arkansas Game and Fish Commission.

- (3) A new permit shall be obtained each year by every hobbyist and a new fee paid. An owner shall have thirty (30) days from the date the permit expires to obtain a new permit without penalty. Any hobbyist failing to obtain a permit within such period shall be required to pay an additional fee of \$10.00.
- (4) Revocation of Permit. A permit may be revoked if the animal services division determines that any of the following conditions exist:
- (A) The hobbyist has been convicted of or has plead guilty or *nolo contendere* to the criminal offense of cruelty to animals; or
- (B) The hobbyist has failed to comply with any of the conditions of the permit; or
- (C) The hobbyist has violated any of the provisions of this Chapter twice in one permit year.
- (5) Nothing in this section shall be construed to apply to any dog or cat under the age of six months or to dogs or cats brought to the city on a temporary basis for the sole purpose of show or exhibition.
- (d) This ordinance shall go into effect on January 1, 2012. Application for and issuance of licenses shall be by ward in the following prescribed manner:
- (1) Residents living in Ward 1 shall license dogs and cats during the first quarter of the calendar year (January 1 to March 31) or within thirty (30) days of acquiring a dog or cat after the licensing period has expired.
- (2) Residents living in Ward 2 shall license dogs and cats during the second quarter of the calendar year (April 1 to June 30) or within thirty (30) days of acquiring a dog or cat after the licensing period has expired.

- (3) Residents living in Ward 3 shall license dogs and cats during the third quarter of the calendar year (July 1 to September 30) or within thirty (30) days of acquiring a dog or cat after the licensing period has expired.
- (4) Residents living in Ward 4 shall license dogs and cats during the fourth quarter of the calendar year (October 1 to December 31) or within thirty (30) days of acquiring a dog or cat after the licensing period has expired.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE I, OF THE FORT SMITH MUNICIPAL CODE TO ESTABLISH AN ANIMAL SERVICES ADVISORY BOARD

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

Chapter 4, Article I, of the Fort Smith Municipal Code is amended to add Section 4-12, Section 4-13, Section 4-14, Section 4-15, Section 4-16, Section 4-17, Section 4-18, Section 4-19, Section 4-20, Section 4-21, and Section 4-22 to read as follows:

Section 4-12.

There is hereby established in and for the city an animal services advisory board.

Section 4-13.

The animal services advisory board shall be composed of nine (9) members. At least one (1) member shall be a licensed veterinarian; at least one (1) member shall be an owner, operator or employee of a business related to the production, sale, distribution or care of animals or livestock; and, seven (7) members shall be residents of the City of Fort Smith, but need not have any affiliation or connection with a specific business or entity.

Section 4-14.

Pursuant to A.C.A. § 14-48-117, the members shall be nominated by the city administrator and appointed by the board of directors.

Section 4-15.

The animal services advisory board members shall be appointed as follows: one (1) licensed veterinarian shall be appointed for a term of two (2) years; one (1) owner, operator or employee of a business related to the production, sale, distribution or care of animals or livestock shall be appointed for a term of one (1) year; two (2) members shall be appointed for a term of three (3) years; two (2) members shall be appointed for a term of two (2) years; and three (3) members shall be appointed for a term of one (1) year.

Section 4-16.

Any member of the animal services advisory board may be removed by the board of directors for cause or absence from more than two (2) consecutive meetings.

Section 4-17.

Any vacancy occurring in the membership of the animal services advisory board during a term shall be filled for the unexpired portion of the term.

Section 4-18.

The members of the animal services advisory board shall serve without compensation.

Section 4-19.

The animal services advisory board shall select a chairperson from its own membership.

Section 4-20.

The animal services advisory board shall establish such rules and regulations as are needed to govern its meetings and affairs.

Section 4-21.

The animal services advisory board shall maintain minutes of its meetings and official transactions in records maintained in a place designated by the city administrator.

Section 4-22.

The animal services advisory board shall work in an advisory capacity to the Mayor and the Board of Directors in regards to topics that concern the care and safety of animals within the corporate limits of the city, and shall endeavor to stimulate and encourage communication with all members of the community to ensure that the programs, goals and objectives of the city relative to the care and safety of animals are consistent with community needs and desires. The animal services advisory board will also facilitate requests for financial assistance for low cost spaying and neutering. However, the animal services advisory board will not be responsible for the day to day operations of the Animal Control Division of the Fort Smith Police Department.

This Ordinance adopted this ____ day of _____, 2011.

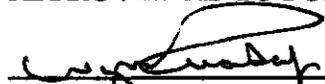
APPROVED:

Mayor

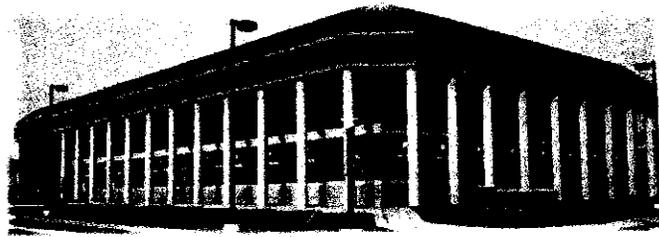
ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney
Publish 1 time



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator
From: Kevin Lindsey, Chief of Police
Subject: Animal Services Advisory Board
Date: March 9, 2011

At the direction of the Board of Directors, staff conducted research in regards to the creation of an Animal Services Advisory Board. It was specifically requested that we include information from Austin, TX and Fayetteville, AR in our research of this issue. Staff has completed the necessary research and our findings are included in this memo.

Staff found that creation of an Animal Services Advisory Board by both cities was very similar. In both Austin, TX and Fayetteville, AR, the Animal Services Advisory Board was created by city ordinance and / or resolution. More specifically, Fayetteville's board was created by resolution. The resolution / ordinance would outline the make-up of the board, how persons are nominated, how often the board will meet and what their responsibilities will include. The Austin, TX ordinance specifies that the board be comprised of one licensed veterinarian, one city official, one animal shelter representative, one animal welfare organization representative, one representative nominated by the county, and two other unspecified seats. Fayetteville's board is of a similar make-up but has a total of nine seats on the board. In Austin's ordinance the mayor and each city council member is to nominate a specific seat on the advisory board (i.e. one licensed veterinarian, nominated by the mayor; one city official, nominated by the Place 2 council member; etc...).

In speaking with Assistant City Attorney Rick Wade, it was determined that the City of Fort Smith should draft an ordinance to create an Animal Services Advisory Board. The Animal Services Advisory Board would be a permanent fixture, thus the need to utilize an ordinance for its creation. This is also consistent with current City code in relation to forming permanent boards and commissions.

The duties of an Animal Services Advisory Board may generally include:

Ray Gosack, City Administrator
Animal Services Advisory Board
March 9, 2011

- Promote collaboration between the City and private citizens, institutions and agencies interested in conducting activities relating to animal welfare in the City
- Identify proactive, creative approaches to engage and facilitate communication within the animal welfare community
- Foster and assist the development of animal welfare programs in the community
- Ensure that the programs, goals and objectives of the City are consistent with community needs and desires by stimulating and encouraging communication with all members of the community
- Oversee requests for financial assistance for low-cost spay / neuter
- The Animal Services Advisory Board will not be responsible for overseeing the day to day operations of the Animal Control Division of the Fort Smith Police Department

Assistant City Attorney Rick Wade requested that more specific language be added as to how the city will be providing financial assistance for low cost spay or neutering. One option would be to establish a Neuter Assistance and Education Fund. Fees and penalties collected from Section 4-11 could be used to establish such a fund. It might also be beneficial to put a limit on the dollar amount deposited into such a fund. For example, St. Louis, MO has established such a fund and has placed a limit of twenty thousand (\$20,000.00) dollars each fiscal year. Any fees or penalties collected over the established limit would be placed in the City's General Fund.

Should the Board of Directors choose the option of an Animal Services Advisory Board it would be necessary to create a board for this purpose. A review of current Boards and Commissions was completed and there are no existing Boards or Commissions, including the Sebastian County Humane Society, which might be suited for these tasks. The Sebastian County Humane Society is a separate entity which already does business with the City, thus creating a conflict of interest.

Section 4-12.

There is hereby established in and for the city an animal services advisory board.

Section 4-13.

The animal services advisory board shall be composed of nine (9) members. At least one (1) member shall be a licensed veterinarian. At least one (1) member shall be an owner, operator or employee of a business related to the production, sale, distribution or care of animals or livestock. Seven (7) members shall be residents of the City of Fort Smith, but need not have any specific affiliation or connection a business or entity.

Section 4-14.

Pursuant to A.C.A. § 14-48-117, the members shall be nominated by the city administrator and appointed by the board of directors.

Section 4-15.

The animal services advisory board members shall be appointed as follows: One (1) licensed veterinarian shall be appointed for a term of two (2) years; one (1) owner, operator or employee of a business related to the production, sale, distribution or care of animals or livestock shall be appointed for a term of one (1) year; two (2) members shall be appointed for a term of three (3) years; two (2) members shall be appointed for a term of two (2) years; and three (3) members shall be appointed for a term of one (1) year.

Section 4-16.

Any member of the animal services advisory board may be removed by the board of directors for cause or absence from more than two (2) consecutive meetings.

Section 4-17.

Any vacancy occurring in the membership of the animal services advisory board during a term shall be filled for the unexpired portion of the term.

Section 4-18.

The members of the animal services advisory board shall serve without compensation.

Section 4-19.

The animal services advisory board shall select a chairman from its own membership.

Section 4-20.

The animal services advisory board shall establish such rules and regulations as are needed to govern its meetings and affairs.

Section 4-21.

The animal services advisory board shall maintain minutes of its meetings and official transactions in records maintained in a place designated by the city administrator.

Section 4-22.

The animal services advisory board shall work in an advisory capacity to the Mayor and the Board of Directors in regards to topics that concern the care and safety of animals within the corporate limits of the City, and shall endeavor to stimulate and encourage communication with all members of the community to ensure that the programs, goals and objectives of the City relative to the care and safety of animals are consistent with community needs and desires. The animal services advisory board will also facilitate requests for financial assistance for low cost spay and neutering. The animal services advisory board will not be responsible for the day to day operations of the Animal Control Division of the Fort Smith Police Department.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE I, SECTION 4-1 OF THE FORT SMITH MUNICIPAL CODE REGULATING ANIMALS

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

Chapter 4, Article I, Section 4-1, of the Fort Smith Municipal Code is amended to read as follows:

Sec. 4-1. Definitions.

The following words and phrases shall, for the purpose of this chapter, have the following meanings:

Animal shall mean any animal which may be affected by rabies.

Animal warden shall mean the person who shall be, from time to time, duly authorized by the board of directors as the agent of the city for the purpose of providing the services and fulfilling the responsibilities of the animal warden as herein set out.

Cat shall mean animals of all ages, both female and male, which are members of the feline or cat family.

City pound shall mean the place specified by the City of Fort Smith Board of Directors for the impounding of dogs and other animals.

Dangerous dog means any dog which displays or has a tendency, disposition or propensity to:

- (1) Bare its teeth or approach in a menacing manner a person or domestic animal that is not provoking the dog, or
- (2) Attack, chase, charge or bite a person or domestic animal in a menacing manner, or attempt to do so.

Dog shall mean animals of all ages, both female and male, which are members of the canine or dog family.

Has been bitten shall mean that a person has been seized with teeth or jaws by an animal, so that the skin of the person or things seized has been nipped or gripped, or has been wounded or pierced and includes contact of saliva with any break or abrasion of the skin.

Hobbyist means a person whose unsterilized dogs or cats are registered with the

American Kennel Club (AKC), United Kennel Club (UKC), Cat Fanciers' Association (CFA), The International Cat Association (TICA) or similar group, and who competes or shows their animals at least annually. 'Hobbyist' also means a person who holds a current Arkansas hunting license and uses his or her dogs to hunt at least annually.

Licensed veterinarian shall mean a practitioner of veterinary medicine who holds a valid license to practice his or her profession.

Muzzle, when required, shall mean an apparatus of appropriate material with sufficient strength to restrain the dog from biting; provided, that no such muzzle employed shall be made from any material or maintained on the dog in any manner so as to cut or injure the dog.

Neuter shall mean to render a male dog or male cat unable to reproduce.

Owner shall mean every person having a right of property in a dog or other animal or who keeps or harbors a dog or other animal, or has it in his or her care, or acts as its custodian, or knowingly permits a dog or other animal to remain on or about any premises occupied by him or her, provided that this term shall not apply to veterinarians, pet shops or kennel owners temporarily maintaining on their premises animals owned by others.

Pen shall mean an enclosure for domestic animals meeting the following requirements:

(1) The minimum pen size shall be four (4) feet by six (6) feet or twenty-four (24) square feet for one dog under fifty (50) lbs. For dogs over fifty (50) lbs., the minimum pen size shall be five (5) feet by ten (10) feet or fifty (50) square feet.

(2) In all pens, each dog housed therein shall have room to stand, lie down, turn around and sit normally away from its own waste; this requires a minimum of four (4) feet by six (6) feet. A pen five (5) feet by ten (10) feet shall hold no more than one (1) large, or two (2) medium, or three (3) small breed dogs.

(3) All pens shall be a minimum of six (6) feet in height.

(4) All pens shall be surrounded on all sides and top by chainlink fencing of at least no. 9 gauge, with steel ties, maximum two and one-half-inch mesh, with concrete or similar flooring or with side fencing buried eighteen (18) inches into the ground, and with gates padlocked.

Run at large shall mean the state of freedom of any dog not confined on the premises of the owner within an enclosure, house or other building, trolley system or temporary tether, or not restrained on the premises of the owner by a leash sufficiently strong to prevent the dog from escaping and restricting the dog to the premises, or not confined by leash or confined within an automobile when away from the premises of the owner. In relation to unspayed female dogs while in season, "run at large" shall further be defined as the state of freedom of any such dog not confined inside an enclosure of such a substantial construction so as to prevent such dog from attracting other dogs to the near vicinity of the confined dog.

Trolley system is a method to confine a dog by tethering the dog to a cable that is not less

than ten feet in length and elevated four to seven feet off the ground in a manner that allows the tether to move freely along the length of the cable.

Spay shall mean to remove the ovaries of a female dog or female cat in order to render the animal unable to reproduce.

Vaccination shall mean the injection, subcutaneously or otherwise, of canine antirabic vaccine, as approved by the United States Department of Agriculture or the state veterinarian and administered by a licensed veterinarian.

Vaccination certificate shall mean a written or printed certificate showing on its face that the owner described thereon has received an inoculation or antirabic vaccine in an amount sufficient to produce immunity in the described animal and bearing the signature of a licensed veterinarian.

Vicious animal shall mean any animal which:

(1) When unprovoked, approaches in a manner of attack any person upon the streets, sidewalks, or any other public ground or place;

(2) Has a known propensity, tendency or disposition to attack, without provocation, human beings or domestic animals;

(3) Without provocation, bites or attacks a human being or domestic animal on public or private property;

(4) Is owned or harbored primarily or in part for the purpose of animal fighting or is an animal trained for animal fighting.

Notwithstanding the above definition, no animal shall be declared vicious if the person attacked or bitten by the animal was teasing, tormenting, abusing, or assaulting the animal, or was committing or attempting to commit a crime. Furthermore, no animal shall be declared vicious if a domestic animal which was bitten or attacked by that animal was teasing, tormenting, abusing, or assaulting the animal. Additionally, no animal shall be declared vicious if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault by another human being or animal.

Vicious dog means any dog which has:

- (1) Caused a life-threatening injury, broken bone, multiple sutures, or any injury requiring medical attention to a person or domestic animal, without provocation, on public or private property; or
- (2) Killed a domestic animal, without provocation, on public or private property; or
- (3) Is owned or harbored primarily or in part for the purpose of dog fighting or is a dog trained for fighting.

This Ordinance adopted this ____ day of _____, 2011.

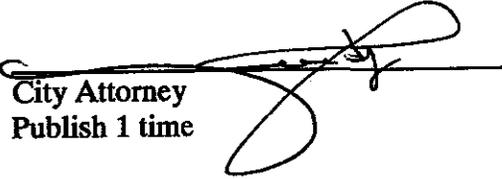
APPROVED:

Mayor

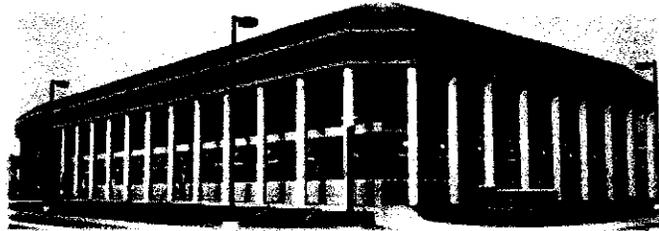
ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney
Publish 1 time



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: Animal Ordinance Changes to Section 4-1 (Definitions)

Date: March 9, 2011

The purpose of this memorandum is to present changes to the Animal Ordinance by amending Section 4-1 (Definitions). Each of the listed changes has come about as a result of a comprehensive review of the City's ordinance regulating animals, which was in response to specific complaints brought before the Board. At the Board's request, research which was conducted by staff that included a review of the existing Animal Ordinance and the proposed changes in the City code.

A review of Section 4-1, Definitions, of the Fort Smith Municipal Code revealed the need to add definitions for the terms "spay", "neuter", "hobbyist" and "trolley system". It was also determined that the definition of "city pound" and "owner" found in Section 4-1 were in need of further clarification. The following changes to Section 4-1 are proposed:

- Add *Spay* which shall mean to remove the ovaries of a female dog or cat in order to render the animal unable to reproduce.
- Add *Neuter* which shall mean to render a male dog or cat unable to reproduce.
- Change *City pound* to identify the place specified by the City of Fort Smith Board of Directors for the impounding of dogs and other animals.
- Change *Owner* to provide that this term is not applicable to veterinarians or kennel owners.
- Add *Hobbyist* which shall mean a person whose unsterilized dogs or cats are registered with the American Kennel Club (AKC), United Kennel Club (UKC), Cat Fanciers' Association (CFA), The International Cat Association (TICA) or similar group, and who competes or shows their animals at least annually. A 'hobbyist' is also a person who holds a current Arkansas hunting license and uses his or her dogs to hunt at least annually.

Ray Gosack, City Administrator
Animal Ordinance Changes to Section 4-1 (Definitions)
March 9, 2011

- Add *trolley system* which is a method to confine a dog by tethering the dog to a cable that is no less than ten feet in length and elevated four to seven feet off the ground in a manner that allows the tether to move freely along the length of the cable.
- Add the words *shall be* to section number 4 of the term *Pen* to add clarification.
- Add the phrase *trolley system or temporary tether* to further clarify *Running at Large*.
- Add the phrase *by that animal* and *by another human being or animal* to section number 4 of the term *Vicious animal* to further clarify that definition.

The purpose of this ordinance is to update the definition of terms listed in Chapter 4 of the Fort Smith Municipal Code.

Article I. In General
Sec. 4-1. Definitions.

The following words and phrases shall, for the purpose of this chapter, have the following meanings:

Animal shall mean any animal which may be affected by rabies.

Animal warden shall mean the person who shall be, from time to time, duly authorized by the board of directors as the agent of the city for the purpose of providing the services and fulfilling the responsibilities of the animal warden as herein set out.

Cat shall mean animals of all ages, both female and male, which are members of the feline, or cat family.

City pound shall mean the place specified by the City of Fort Smith Board of Directors and operated by the animal warden for the impounding of dogs and other animals.

Dangerous dog means any dog which displays or has a tendency, disposition or propensity to:

(1) Bare its teeth or approach in a menacing manner a person or domestic animal that is not provoking the dog, or

(2) Attack, chase, charge or bite a person or domestic animal in a menacing manner, or attempt to do so.

Dog shall mean animals of all ages, both female and male, which are members of the canine or dog family.

Has been bitten shall mean that a person has been seized with teeth or jaws by an animal, so that the skin of the person or things seized has been nipped or gripped, or has been wounded or pierced and includes contact of saliva with any break or abrasion of the skin.

Hobbyist means a person whose unsterilized dogs or cats are registered with the American Kennel Club (AKC), United Kennel Club (UKC), Cat Fanciers' Association (CFA), The International Cat Association (TICA) or similar group, and who competes or shows their animals at least annually. 'Hobbyist' is also a person who holds a current Arkansas hunting license and uses his or her dogs to hunt at least annually.

Licensed veterinarian shall mean a practitioner of veterinary medicine who holds a valid license to practice his profession.

Muzzle, when required, shall mean an apparatus of appropriate material with sufficient strength to restrain the dog from biting; provided, that no such muzzle employed shall be made from any material or maintained on the dog in any manner so as to cut or injure the dog.

Neuter shall mean to render a male dog or male cat unable to reproduce.

Owner shall mean every person having a right of property in a dog or other animal or who keeps or harbors a dog or other animal, or has it in his or her care, or acts as its custodian, or knowingly permits a dog or other animal to remain on or about any premises occupied by him or her, provided that this term should not apply to veterinarians, pet shops or kennel owners temporarily maintaining on their premises animals owned by others.

Pen shall mean an enclosure for domestic animals meeting the following requirements:

(1) The minimum pen size shall be four (4) feet by six (6) feet or twenty-four (24) square feet for one dog under fifty (50) lbs. For dogs over fifty (50) lbs., the minimum pen size shall be five (5) feet by ten (10) feet or fifty (50) square feet.

(2) In all pens, each dog housed therein shall have room to stand, lie down, turn around and sit normally away from its own waste; this requires a minimum of four (4) feet by six (6) feet. A pen five (5) feet by ten (10) feet shall hold no more than one (1) large, or two (2) medium, or three (3) small breed dogs.

(3) All pens shall be a minimum of six (6) feet in height.

(4) All pens shall be surrounded on all sides and top by chainlink fencing of at least no. 9 gauge, with steel ties, maximum two and one-half-inch mesh, with concrete or similar flooring or with side fencing buried eighteen (18) inches into the ground, and with gates padlocked.

Run at large shall mean the state of freedom of any dog not confined on the premises of the owner within an enclosure, house or other building, trolley system or temporary tether, or not restrained on the premises of the owner by a leash sufficiently strong to prevent the dog from escaping and restricting the dog to the premises, or not confined by leash or confined within an automobile when away from the premises of the owner. In relation to unsprayed female dogs while in season, "run at large" shall further be defined as the state of freedom of any such dog not confined inside an enclosure of such a substantial construction so as to prevent such dog from attracting other dogs to the near vicinity of the confined dog.

Trolley system is a method to confine a dog by tethering the dog to a cable that is not less than ten feet in length and elevated four to seven feet off the ground in a manner that allows the tether to move freely along the length of the cable.

Spay shall mean to remove the ovaries of a female dog or female cat in order to render the animal unable to reproduce.

Vaccination shall mean the injection, subcutaneously or otherwise, of canine antirabic vaccine, as approved by the United States Department of Agriculture or the state veterinarian and administered by a licensed veterinarian.

Vaccination certificate shall mean a written or printed certificate showing on its face that the owner described thereon has received an inoculation or antirabic vaccine in an amount sufficient to produce immunity in the described animal and bearing the signature of a licensed veterinarian.

Vicious animal shall mean any animal which:

(1) When unprovoked, approaches in a manner of attack any person upon the streets, sidewalks, or any other public ground or place;

(2) Has a known propensity, tendency or disposition to attack, without provocation, human beings or domestic animals;

(3) Without provocation, bites or attacks a human being or domestic animal on public or private property;

(4) Is owned or harbored primarily or in part for the purpose of animal fighting or is an animal trained for animal fighting.

Notwithstanding the above definition, no animal shall be declared vicious if the person attacked or bitten by the animal was teasing, tormenting, abusing, or assaulting the animal, or was committing or attempting to commit a crime. Furthermore, no animal shall be declared vicious if a domestic animal which was bitten or attacked by that animal was teasing, tormenting, abusing, or assaulting the animal. Additionally, no animal shall be declared vicious if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault by another human being or animal.

Vicious dog means any dog which has:

(1) Caused a life-threatening injury, broken bone, multiple sutures, or any injury requiring medical attention to a person or domestic animal, without provocation, on public or private property; or

(2) Killed a domestic animal, without provocation, on public or private property; or

(3) Is owned or harbored primarily or in part for the purpose of dog fighting or is a dog trained for fighting.

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE OWNERS OF CERTAIN DILAPIDATED AND SUBSTANDARD STRUCTURES TO DEMOLISH SAME, AUTHORIZING THE CITY ADMINISTRATOR TO CAUSE THE DEMOLITION OF SUCH STRUCTURES TO OCCUR, AND FOR OTHER PURPOSES.

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

WHEREAS, certain owners of real property have caused or allowed certain tracts of real property to deteriorate to the condition that such tracts of real property and the improvements thereon are now, and for several months prior hereto have been dilapidated, unsightly, unsafe, unsanitary, noxious and detrimental to the public welfare, and

WHEREAS, the condition of such tracts of property and the improvements located thereon are in violation of the City Ordinances and the statutes of the State of Arkansas.

NOW, THEREFORE,

SECTION 1: It is the opinion of the Board of Directors that the hereinafter described tracts of real property, and the improvements located there, are dilapidated, unsafe and otherwise detrimental to the public health and constitute structural, fire and health hazards:

STREET ADDRESS:

912 North 13th Street - Lots 1-6, Block 98; City

SECTION 2: The owners of the tracts of real property described in Section 1 are hereby ordered to remove or raze the improvements located on the said tracts of property and to remedy the unsightly and unsanitary conditions otherwise located on said tracts of real property within thirty (30) days from the date of this ordinance.

*Approved as to form
JSC
Public Hearing*

SECTION 3: With reference to said tracts of real property and improvements located there for which the order contained in Section 2 of this ordinance has not been complied with within thirty (30) calendar days from the date of passage of this ordinance, the City Administrator is hereby authorized to execute a contract, based on the bid(s) accepted on the date of this action or at a later date, for the removal or razing of the described improvements on the tracts of real property in order to remedy the unsightly and unsanitary conditions located on said tracts of property.

SECTION 4: 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 5: Emergency Clause. It is hereby found and declared by the Board of Directors that the dilapidated, unsanitary condition of the tracts of real property and improvements described herein constitute an immediate menace to the health, welfare and safety of the citizens of the City so that an emergency is hereby declared and that this ordinance shall be effective from and after the date of its passage.

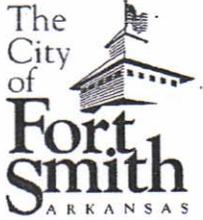
PASSED AND APPROVED this _____ day of _____ 2011.

APPROVED:

Mayor

ATTEST:

City Clerk



MEMORANDUM

Building Safety Division

TO: Ray Gosack, City Administrator
FROM: Jimmie Deer, Building Official
DATE: March 9, 2011
SUBJECT: Unsafe Structures

The following structures have been damaged and/or deteriorated to a condition that has caused the Building Department to condemn them. The property and the improvements, thereon are now, and for several months prior hereto, have been dilapidated, unsafe, unsightly, unsanitary, obnoxious and detrimental to the public welfare and are found to be in violation of the Ordinances of the City of Fort Smith.

The property descriptions and owners are:

912 North 13th Street - Lots 1-6, Block 98; City Addition

Owners:	Daniel Hearne 1203 N. 14 th Street Fort Smith, AR 72901	Debora Hearne 912 N. 13 th Street (Garage Apt) Fort Smith, AR 72901
----------------	--	--

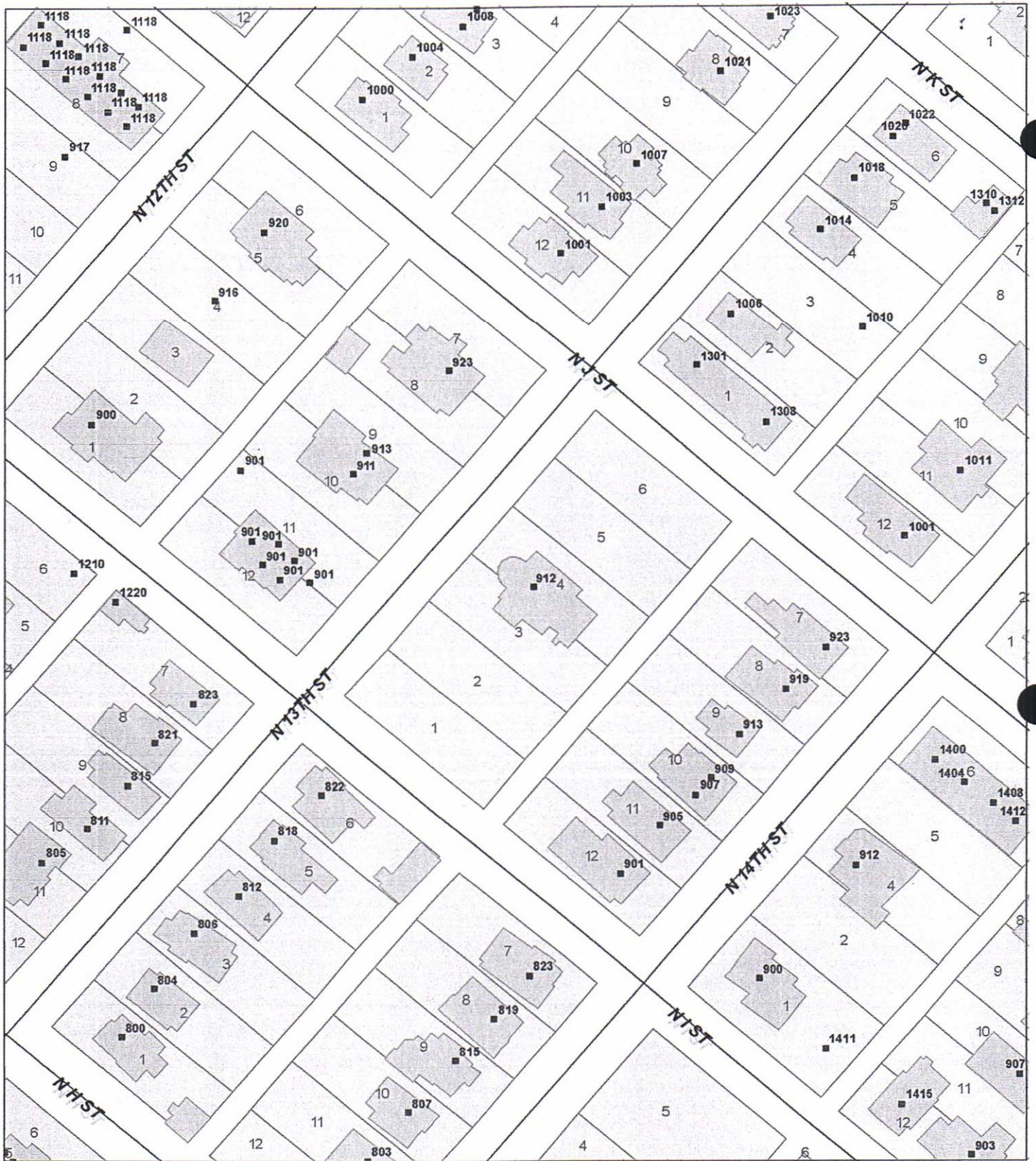
The owners of these properties have been notified according to the procedures outlined in Section 16-88 of the Fort Smith Municipal Code. The property owners were notified by certified mail and posting the same letters on the buildings. The letter or notice contains information concerning the appeal procedure outlined in Section 16-91 of the Municipal Code. The Code specifies that they must file any appeals within fifteen (15) days from the date of service. The owner(s) of the subject properties did not file an appeal within the fifteen (15) day period nor have they requested an appeal hearing since that deadline has passed.

912 North 13th Street - The structure burnt on July 6, 2010. The property was posted and unsafe notices were sent out to the owners on November 18, 2010 and the owners signed for the notices on November 22, 2010. Mr. Hearne contacted our office on December 21, 2010 requesting more time due to the insurance being tied up in divorce court. I spoke with Mr. Hearne again on January 11, 2011 about not hearing back from him. Mr. Hearne was to get with his Attorney and get with the Judge and see what they could do. I contacted John Settle, City Prosecutor about the property on January 11, 2011 and he stated to hold off until we hear back from the Judge. City staff was back in court with Mr. And Ms. Hearne on March 9, 2011 and Judge Saxton stated for city staff to proceed with unsafe action which would still give the Hearnes ample time to demolish the structure themselves if they so chose.

Therefore, I am recommending this matter be referred to the Board of Directors for their review. An Ordinance will be prepared that will order the property owners to demolish or repair the buildings within thirty (30) calendar days and if such work has not occurred, the staff will be authorized to have the structures removed.

Please contact me if you have any questions or if we need to discuss this matter in more detail.

CC: Wally Bailey



912 N. 13th Street









RESOLUTION _____

**A RESOLUTION AUTHORIZING A TIME EXTENSION
FOR THE CONSTRUCTION OF
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 10-03-A**

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

SECTION 1: A time extension with Forsgren Inc., for the Project 10-03-A, which increases the contract time by 2 calendar days, is hereby approved.

This resolution adopted this _____ day of March, 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form

Jsl

No Publication Required

Publish _____ Times

RESOLUTION _____

**A RESOLUTION ACCEPTING COMPLETION OF AND
AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 10-03-A**

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

SECTION 1: The City of Fort Smith hereby accepts the construction of Project 10-03-A as complete.

SECTION 2: Final payment is hereby authorized in the amount of \$17,527.58 to the contractor, Forsgren Inc., for Project 10-03-A.

This resolution adopted this _____ day of March, 2011.

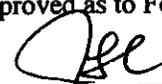
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

Publish ___ Times

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator
FROM: Stan Snodgrass, P.E., Director of Engineering *SS*
DATE: March 8, 2011
SUBJECT: Street Overlays/Reconstruction
Project No. 10-03-A

The above subject project consisted of asphalt street overlays, reconstruction and minor drainage improvements to the streets listed on the attached sheet and shown on the attached exhibit. The total length of streets improved was approximately 2.2 miles. A project summary sheet is also attached.

The project was substantially complete on January 25, 2011. The contractor requested 2 additional days beyond the January 23, 2011 contract completion date due to weather delays during the project. Staff concurs that the 2 days are warranted.

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

Enclosures

SUMMARY SHEET

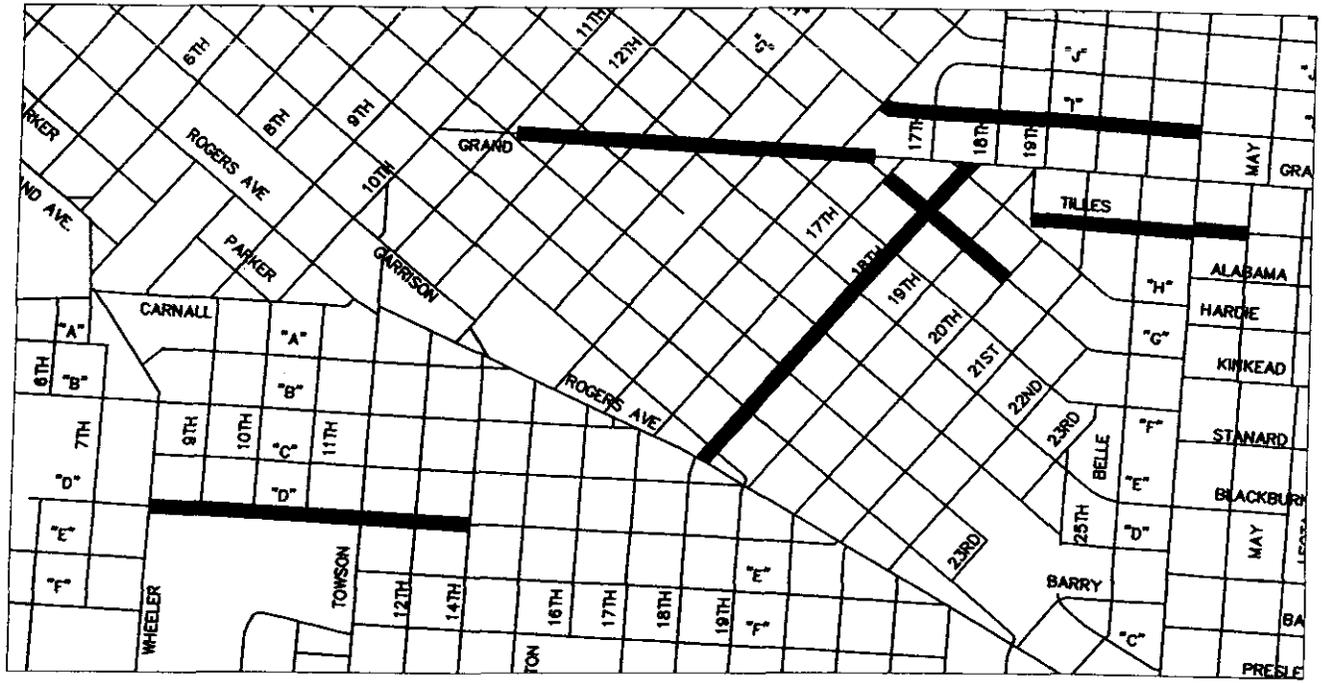
City of Fort Smith
Project Status: Complete
Today's Date: 3/4/2011
Staff contact name: Stan Snodgrass
Staff contact phone: 784-2225
Contract time (no of days): 210
Notice to proceed issued: 6/28/2010

Project name: 2010 Street Overlay/Reconstruct
Project number: 10-03-A
Consultant engineer: Sivell Engineering Services
Project contractor: Forsgren, Inc.

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	\$1,719,911.87	6/8/2010	1/23/2011
Contract Revisions:			
1 Time Extension 2 days			
2			
3			
Adjusted contract amount	<u>\$1,719,911.87</u>		
Payments to date (as negative):	\$1,683,067.07		
Amount of this payment	\$17,527.58		
Contract balance remaining	\$19,317.22		
Retainage held	0%		
Final payment	\$17,527.58		
Amount under original as a percentage	1.1%		

Final Comments:

The project was substantially complete on January 25, 2011. The contractor requested 2 additional days beyond the January 23, 2011 contract completion date due to weather delays during the project. Staff concurs that the 2 days are warranted.



2010 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION



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

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

STREET	FROM	TO	LENGTH
GRAND AVE.	11TH ST.	E. OF 16TH ST.	2,300
18TH ST.	ROGERS AVE.	GRAND AVE.	2,561
NORTH G ST.	17TH ST.	20TH ST.	1,049
NORTH I ST.	16TH ST.	GREENWOOD AVE.	2,091
TILLES AVE.	20TH ST.	MAY AVE.	1,498
SOUTH D ST.	WHEELER AVE.	14TH ST.	2,094

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE APPLICATION OF
MITSUBISHI POWER SYSTEMS INC.
TO BECOME A FOREIGN TRADE ZONE SUBZONE**

WHEREAS, the Little Rock Port Authority has passed a resolution in support of the application by Mitsubishi Power Systems Inc. to establish a Foreign Trade Zone subzone at the Mitsubishi facility currently under construction in Fort Smith; and

WHEREAS, designation as a Foreign Trade Zone subzone will streamline Mitsubishi's ability to receive and ship goods overseas, thereby making its Fort Smith facility more viable;

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

The City of Fort Smith gives its full support to the application to be submitted to the Foreign Trade Zone Board by Mitsubishi Power Systems, Inc. and urges the Foreign Trade Zone Board to approve the application to be submitted by Mitsubishi Power Systems Inc.

This Resolution passed this _____ day of March, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

JSC

No Publication Required



MEMORANDUM

March 10, 2011

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Mitsubishi Power Systems

Mitsubishi Power Systems is constructing its wind turbine nacelle manufacturing plant at Chaffee Crossing. To assist with the import and export of goods overseas, Mitsubishi is pursuing the designation of its plant as a *foreign trade zone*. The designation is being pursued as part of the foreign trade zone already established by the Port of Little Rock. Becoming a subzone of the Port of Little Rock makes the designation process much easier.

Attached for the board of directors' consideration is a resolution which supports Mitsubishi's application to become a foreign trade zone subzone of the Port of Little Rock. This designation will strengthen Mitsubishi's operations, making its Fort Smith plant more viable. The staff recommends approval of the resolution.

A handwritten signature in cursive script, appearing to read "Ray".

Attachment

cc: Jonathan Wang, Mitsubishi Power Systems Americas
James Lillie, Mitsubishi Fort Smith Plant Manager
Cheryl Garner, Fort Smith Regional Chamber of Commerce

4D

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A
CONCRETE MIXER TRUCK

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

The bid, as indicated by enclosure for the purchase of a concrete mixer truck
from Performance Truck of Cleveland, Texas, for \$132,575.91, is accepted.

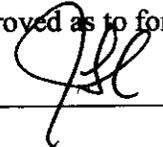
This Resolution adopted this _____ day of March, 2011.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:


No Publication Required

Publish _____ Times

Interoffice Memorandum

TO: Ray Gosack, City Administrator
COPY TO: Bob Wright, Director of Operation Services
FROM: Alie Bahsoon, Purchasing Manager *AB*
SUBJECT: Purchase of a Concrete Mixer Truck
DATE: March 9, 2011



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

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

The Houston-Galveston Area Council (H-GAC) is a member of this alliance. Because of their contract, local governments nationwide are permitted to purchase through their cooperative purchasing program. The State of Arkansas has executed an "Inter-local Contract" with H-GAC through the U.S. Communities Government Purchasing Alliance.

The Street Department has budgeted \$150,000 for this purchase. Funding has been appropriated for in the Sinking Fund (6641-000-1101) of the 2011 City Budget. Because of the H-GAC contract, bids were not solicited and we are therefore acquiring the concrete truck from Performance Truck in the amount of \$132,575.91.

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

Please let me know if should require any additional information.



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

HT 11-09

Date Prepared:

2/28/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Ft. Smith	Contractor:	Performance Truck
Contact Person:	Alie Bahsoon	Prepared By:	Fred Sargent
Phone:	479-784-2267	Phone:	713-844-7167
Fax:	479-784-2484	Fax:	713-844-7222
Email:	abahsoon@fortsmithar.gov	Email:	fsargent@performancetruck.com

Product Code:	H6	Description:	2012 Kenworth T440
---------------	----	--------------	--------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 70458

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
0129300 Paccar PX-8 300 2010 300@2000	843.88	2866020 Front Springs: Taperleaf 20K w/ shock absorbers	299.2
1160205 Radiator Bug Screen	38.08	2895202 Dual Power Steering Gears: 20K Sheppard	644.64
1504002 Imersion Block Heater	61.88	2899336 Power Steering Cooler: Radiator mounted	158.44
1900082 Multi-Function Engine Connector for BB	30.6	3144173 Dual Dana Spicer D46-170HP rear axle	1856.4
1900976 Body Builder Harness to end of frame	53.72	3485208 Spring Brake: 3036 Dual 30 sq. inches	88.4
2406452 Driveline: 2 SPL170XL 1 centerbearing	152.32	3500057 Interaxle driveline 1 SPL170XL	72.08
2410061 Auto Neutral for Allison	7.48	3742970 Rear Suspension: Tandem Hendrickson HMX460	2859.4
2506181 Dana Spicer D2000 Front Axle, Rated 20K	880.6	4077405 Frnt tires: Bridgestone M844F 425/65R 22.5	480.08
2621078 Front Brake: 22,000 lb Bendix ES S cam	87.04	5045024 Front wheel: Alcoa 82365 22.5 X 12.25	429.76
2690035 Front Brake Drum: 22,000	11.56		
Subtotal From Additional Sheet(s):			40239.68
Subtotal B:			49295.24

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1900086 Connection between PTO sw. & engine	46.92		
2011122 Transmission: Allison 3500 RDS 6 Speed	6773.48	Subtotal From Additional Sheet(s): 3482	
2701319 Front Hubs Aluminum hub pilot	255.68	Subtotal C: 10558.08	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 9%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	130311.32	=	Subtotal D:	130311.32
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Delivery from Springdale, Ar to Ft. Smith, Ar			
67 Miles @ 2.25/mile	150.75		
Subtotal F:			150.75

G. Total Purchase Price (D+E+F): 131462.07

Delivery Date:

WHEEL DIFF. LOCKS
TIRES

1,097.52

16.32

AB
\$132,575.91

(1)



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

HT11-09

Date Prepared:

2/28/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Ft. Smith	Contractor:	Performance Truck
Contact Person:	Alie Bahsoon	Prepared By:	Fred Sargent
Phone:	479-784-2267	Phone:	713-844-7167
Fax:	479-784-2484	Fax:	713-844-7222
Email:	abahsoon@fortsmithar.gov	Email:	fsargent@performancetruck.com
Product Code:	Description:		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5242243 Rear wheel: Accuride 50344PW 22.5 X 8.25	228.48	8080137 Cab door bearing blocks	17
6057600 Frame Rails: 11 5/8 X 3 7/8 X 3/8 steel	828.92	8201200 Adjustable telescoping tilt steering column	192.44
6321005 Removable front tow hooks: 2	90.44	8410191 Driver seat: Kenworth Air Cushion Plus HB	32.64
6340040 Rear Engine PTO PX-8, ISL9	1869.32	8480191 Rider seat: Kenworth Air Cushion Plus HB	174.76
6390110 Mudflaps, front: Extra Wide	15.64	8601406 Kenworth radio: am/fm/weatherband	165.24
6401233 Steel Cantilever Battery Box BOC w/ smooth al	333.2	8700108 Under dash center console: includes one cupholder	9.52
6490034 Aluminum rear intermediate crossmember: 1	126.48	8863570 Dual convex heated mirror 8in w/ offset	40.8
6490440 Heavy Duty BOC crossmember assy.	44.88	8866102 Mirro: Dual Prutsman lighted mirrors	24.48
7210060 Fuel Tank: 60 US gallon 24.5in alum., under	176.8	8879913 Two corner and one rear cab sliding windows	405.96
7831006 6in. Wide lower fuel tank step for 1 22" or 24.5	34		
Subtotal From Additional Sheet(s):			35428.68
Subtotal B:			40239.68

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			3482
Subtotal C:			3482

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

9%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	43721.68	=	Subtotal D:	0
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Subtotal F:			0

Delivery Date:

G. Total Purchase Price (D+E+F):

0

2



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

HT 1-09

Date Prepared:

2/28/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Ft. Smith	Contractor:	Performance Truck
Contact Person:	Alie Bahsoon	Prepared By:	Fred Sargent
Phone:	479-784-2267	Phone:	713-844-7167
Fax:	479-784-2484	Fax:	713-844-7222
Email:	abahsoon@fortsmithar.gov	Email:	fsargent@performancetruck.com
Product Code:	Description:		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
8890105 Two piece roped in windshield, w/ curved glass	87.72	McNeilus 9 yard mixer	34680
8890351 2 in Rubber wheelwell fender extension	58.48		
8890898 Cab Linkmate suspension	274.72		
9090126 Electric backup alarm: Meets SAE J1994 & OSHA	74.12		
9090301 Junction box: Under cab	76.84		
9490206 Triangle reflector kit	14.96		
9490406 One 5lb dry chemical type fire extinguisher	68.68		
9965510 Base coat/clear coat	93.16		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	35428.68

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	3482
		Subtotal C:	3482

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

10%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered: X Subtotal of A + B + C: 38910.68 = Subtotal D: 0

E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 0

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:

G. Total Purchase Price (D+E+F):

0

3



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

Date Prepared:

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Ft. Smith	Contractor:	Performance Truck
Contact Person:	Alie Bahsoon	Prepared By:	Fred Sargent
Phone:	479-784-2267	Phone:	713-844-7167
Fax:	479-784-2484	Fax:	713-844-7222
Email:	abahsoon@fortsmithar.gov	Email:	fsargent@performancetruck.com
Product Code:	Description:		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
UNPUBLISHED OPTIONS FOR MCNEILUS BODY:			
Tow Loop	284	Tag Frame Cover	57
Third Chute	125	Clear Coat Paint	398
Drum Start Stop	335	Ladder Grab rails	85
1/4" fins	454	Wide ladder platform	20
1/1" drum skin	682	Uppr ladder platform gate	350
1/4" tail cone	227	Upper washout with drain	73
Front mud flaps	52		
Night Pour Lights	255		
Remote roller lube	85		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	3482

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	3482
		Subtotal C:	3482

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 100%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	6964	=	Subtotal D:	0
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:	
-------------	--

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

G. Total Purchase Price (D+E+F): 0

Delivery Date:

Memo

To: Alie Bahsoon, Purchasing Manager
From: Bob Wright, Director of Streets and Traffic Control
Date: March 10, 2011
Re: Concrete Truck Information

This concrete truck is for the replacement of a 2001 Sterling LT8513 Concrete Mixer Truck (9 cubic yards) with 10,540 hours of service and 97,400 miles. Our existing concrete truck is old and has well met its useful life of 10 years. The operating parts are worn out and frequently need extensive repairs (see attached invoices).

By the City having its own concrete mixer truck, we do not have to wait for deliveries and is saving \$15.50 per cubic yard. This is a savings of approximately \$28,800 per year. There is even a larger savings for the City when hauling split loads. The funds are available in the Sinking Fund – Depreciation, account #6641-000-1101.

A new concrete truck will allow for more efficient operations within the street department. This truck is used primarily by two (2) separate Street Departments (construction and maintenance) and occasionally by the Utility Department. The truck is used for small construction projects such as roads, curb and gutter, drainage, sidewalks, swales and utility cuts.

Please let me know should you have any questions.



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SERVICING DEALERSHIP

ARKANSAS KENWORTH, INC., DBA

MHC KENWORTH - VAN BUREN
1906 NORTH 6TH STREET
P.O. BOX 6178 (72956-1941)
VAN BUREN, AR 72956
1-479-471-8900

REPAIR ORDER INVOICE

Customer Number: 45053	Phone: (479) 784-2361	Invoice Number: R41370085920
Tax Status: TAX	Terms: CHARGE	P.O.#: 43735
	Service Date: 4/29/2010	Invoice Date: 5/05/2010

City of Fort Smith Street Dept
3900 Kelley Highway
Ft Smith AR 72904

Serial Number	Unit Number	Make / Model	Year	License Number	Mileage
2FZXBVCB31AH51455	417	STERLING	2000		88817

OPERATION 1

COMPLAINT: C/A FOR CHECK ENGINE LIGHT COMING ON AND LOW POWER
General Repair-Engine- **DOWNLOAD ECM**

CORRECTION: HOOKED UP PC. CAN NOT COMMUNICATE WITH ECM. HOOKED UP
ECM BREAK OUT HARNESS. STILL CAN NOT COMMUNICATE WITH
ECM. INSTALLED A TEST ECM. PROBLEM CORRECTED. PROGRAMMED
NEW ECM. ROAD TESTED OK. NO CHECK ENGINE LIGHT NOW.

Labor Total -- 658.00

RX10R3571	CONTROL GP.	1	1,228.10	1,228.10
CX10R3571	CONTROL GP.	1	552.13	552.13
CR10R3571	CONTROL GP.	1-	552.13	552.13-
CT5317	CABLE-TIE 14.5"L	6	.18	1.08

Parts Total -- 1,229.18

Total Operation 1 -- 1,887.18

OPERATION 2

COMPLAINT: RUN COMPLETE OVERHEAD
General Repair-Engine- **DOWNLOAD ECM**

5302/207/417 ✓

CONTINUED

PLEASE PAY TOTAL ON LAST PAGE

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PAGE: 1
MHC250RO (07/07)



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SERVICING DEALERSHIP

ARKANSAS KENWORTH, INC., DBA

MHC KENWORTH - VAN BUREN
1906 NORTH 6TH STREET
P.O. BOX 6178 (72956-1941)
VAN BUREN, AR 72956
1-479-471-8900

REPAIR ORDER INVOICE

Customer Number: 45053	Phone: (479) 784-2361	Invoice Number: R41370085920
------------------------	-----------------------	------------------------------

Tax Status	Terms	P.O.#	Service Date	Invoice Date
TAX	CHARGE	43735	4/29/2010	5/05/2010

OPERATION 2

CORRECTION: RAN COMPLETE OVERHEAD

Labor Total	--	150.00
Total Operation 2	--	150.00

5302/207/417



Preferred PARTNERS

JUST EAT-N CAT



Labor Total	808.00
Parts Total	1,229.18
Shop Supplies	96.96
Sales Tax	170.73

REMIT TO:
P.O. BOX 879269
KANSAS CITY, MO 64187-9269

TOTAL DUE 2,304.87

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SERVICING DEALERSHIP

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MHC KENWORTH - VAN BUREN
1906 NORTH 6TH STREET
P.O. BOX 6178 (72956-1941)
VAN BUREN, AR 72956
1-479-471-8900

REPAIR ORDER INVOICE

Customer Number: 45053		Phone: (479) 784-2361		Invoice Number: R41370085982 ✓	
Tax Status	Terms	P.O.#	Service Date	Invoice Date	
TAX	CHARGE	100208 ✓	5/06/2010	5/10/2010	

City of Fort Smith Street Dept
3900 Kelley Highway
Ft Smith AR 72904

Serial Number	Unit Number	Make / Model	Year	License Number	Mileage
2FZXBVCB31AH51455	417	STERLING	2000		88961

OPERATION 1

COMPLAINT: C/A FOR CHECK ENGINE LIGHT COMING ON. ENGINE HAS LOW POWER WHEN ENGINE LIGHT IS ON. ECM HAS WARRANTY REF TO RO#85920
General Repair-Engine- **DOWNLOAD ECM**

CORRECTION: CHECKED AND FOUND SETTING CODE FOR INJECTOR ACTUATOR PRESSURE ERRATIC. CHECKED ELECTRIC CONNECTIONS AT SENSORS AND ECM. ALL CHECKED GOOD. PERFORMED ACT PRESSURE TEST. APPEARED OK. SENSOR STARTS HEATING UP AND PRESSURE THEN STARTS READING IRRATIC. REPLACED SENSOR AND CLEARED CODES AND RECHECKED. NOW READING AS SHOULD. TEST DROVE UNIT AND NO CODES RETURNED.

Labor Total -- 178.60

2244536

SENSOR GP .

1 145.02 145.02

Parts Total -- 145.02

Total Operation 1 -- 323.62

5302/207/417



Preferred PARTNERS

JUST EAT-N CAT®



Labor Total	178.60
Parts Total	145.02
Shop Supplies	21.43
Sales Tax	27.60
TOTAL DUE	372.65

REMIT TO:
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VAN BUREN, AR 72956
1-479-471-8900

REPAIR ORDER INVOICE

Customer Number: 45053	Phone: (479) 784-2361	Invoice Number: R41370086025 ✓		
Tax Status	Terms	P.O.#	Service Date	Invoice Date
TAX	CHARGE	100215 ✓	5/11/2010	5/12/2010

City of Fort Smith Street Dept
3900 Kelley Highway
Ft Smith AR 72904

Serial Number	Unit Number	Make / Model	Year	License Number	Mileage
2FZXBVCB31AH51455	417	STERLING	2000		89066

OPERATION 1

COMPLAINT: C/A FOR CHECK ENGINE LIGHT COMING ON AND LOW POWER
General Repair-Engine- **DOWNLOAD ECM**

CORRECTION: CHECKED CODES AND INACTIVE CODE 164-2 WITH 2 COUNTS FOR INJECTOR ACTUATION PRESSURE IRRATIC AND CODE 164-11 WITH 244 COUNTS FOR INJ ACTUATION PRESSURE SYSTEM FUALT.TROUBLESHOT CODE S.RAN INJECTOR ACTUATION PRESSURE TEST AND MONITORED.FOUND PRESSURE WOULD JUMP TO 74 PERCENT WHEN SHOULD BE 65 PERCENT. REPLACED ACTUATION CONTROL VALVE AND RECHECKED.NOW STAYING BELOW 65 PERCENT.CLEARED CODES AND ROAD TESTED.NO PROBLEMS NOW FOUND AND NO CODES AND RAN AS SHOULD.

Labor Total -- 94.00

1225053

VALVE GP

1 197.18 197.18

Parts Total -- 197.18

Total Operation 1 -- 291.18

5302 / 207 / 417



Partners

JUST EAT-N CAT



Labor Total	94.00
Parts Total	197.18
Shop Supplies	11.28
Sales Tax	24.20
TOTAL DUE	326.66 ✓

REMIT TO:
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KANSAS CITY, MO 64187-9269

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P.O. BOX 6178 (72956-1941)
VAN BUREN, AR 72956
1-479-471-8900

REPAIR ORDER INVOICE

Customer Number: 45053	Phone: (479) 784-2361	Invoice Number: R41370086897
------------------------	-----------------------	------------------------------

Tax Status	Terms	P.O.#	Service Date	Invoice Date
TAX	CHARGE	102415 ✓	8/09/2010	8/17/2010

City of Fort Smith Street Dept
3900 Kelley Highway
Ft Smith AR 72904

Serial Number	Unit Number	Make / Model	Year	License Number	Mileage
2FZXBVCB31AH51455	417	STERLING	2000		92385

OPERATION 1

COMPLAINT: C/A FOR LOW POWER AND CHECK ENGINE LIGHT COMING ON
DRIVE SAID THAT THEY FOUND PAPER IN FUEL FILTER.
General Repair-Engine- **DOWNLOAD ECM**

CORRECTION: CHECKED CODES.FOUND LOGGED CODE 164-2 FOR INJECTOR ACTUATION
PRESSURE.CHECKED PRESSURE THRU PC AND SHOWED GOOD.HOOKED UP
MANUAL GUAGE AND COMPARED WITH ECM READINGS.ALL CHECKED GOO
D.CHECKED ELECTRICAL CONNECTORS AND ALL CHECKED GOOD.INSPECT
ED FUEL TANK FOR DEBRI.NONE FOUND.ROAD TESTED AND NO
PROBLEMS FOUND.COULDN'T DUPLICATE COMPLAINT.CHECKED OIL LEVEL
AND HAD TO ADD 2 GAL OIL TO BRING INTO SPEC.

Labor Total -- 216.20

500004741 OIL BULK ROTELLA 2 11.64 23.28

Parts Total -- 23.28

Total Operation 1 -- 239.48

5302/207/417



Preferred PARTNERS

JUST EAT-N CAT®



Labor Total	216.20
Parts Total	23.28
Shop Supplies	25.94
Sales Tax	21.23



TOTAL DUE	286.65
------------------	---------------

REMIT TO:
P.O. BOX 879269
KANSAS CITY, MO 64187-9269

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1906 NORTH 6TH STREET
P.O. BOX 6178 (72956-1941)
VAN BUREN, AR 72956
1-479-471-8900

REPAIR ORDER INVOICE

Customer Number: 45053	Phone: (479) 784-2361	Invoice Number: R41370086897
------------------------	-----------------------	------------------------------

Tax Status	Terms	P.O.#	Service Date	Invoice Date
TAX	CHARGE	102415 ✓	8/09/2010	8/17/2010

City of Fort Smith Street Dept
3900 Kelley Highway
Ft Smith AR 72904

Serial Number	Unit Number	Make / Model	Year	License Number	Mileage
2FZXBVCB31AH51455	417	STERLING	2000		92385

OPERATION 1

COMPLAINT: C/A FOR LOW POWER AND CHECK ENGINE LIGHT COMING ON
DRIVE SAID THAT THEY FOUND PAPER IN FUEL FILTER.
General Repair-Engine- **DOWNLOAD ECM**

CORRECTION: CHECKED CODES.FOUND LOGGED CODE 164-2 FOR INJECTOR ACTUATION
PRESSURE.CHECKED PRESSURE THRU PC AND SHOWED GOOD.HOOKED UP
MANUAL GUAGE AND COMPARED WITH ECM READINGS.ALL CHECKED GOO
D.CHECKED ELECTRICAL CONNECTORS AND ALL CHECKED GOOD.INSPECT
ED FUEL TANK FOR DEBRI.NONE FOUND.ROAD TESTED AND NO
PROBLEMS FOUND.COULDN'T DUPLICATE COMPLAINT.CHECKED OIL LEVEL
AND HAD TO ADD 2 GAL OIL TO BRING INTO SPEC.

Labor Total -- 216.20

500004741 OIL BULK ROTELLA 2 11.64 23.28

Parts Total -- 23.28

Total Operation 1 -- 239.48

5302/207/417



Labor Total	216.20
Parts Total	23.28
Shop Supplies	25.94
Sales Tax	21.23
TOTAL DUE	286.65

REMIT TO:
P.O. BOX 879269
KANSAS CITY, MO 64187-9269

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1906 NORTH 6TH STREET
P.O. BOX 6178 (72956-1941)
VAN BUREN, AR 72956
1-479-471-8900

REPAIR ORDER INVOICE

Customer Number: 45053	Phone: (479) 784-2361	Invoice Number: R41370087470
------------------------	-----------------------	------------------------------

Tax Status	Terms	P.O.#	Service Date	Invoice Date
TAX	CHARGE	44583	10/14/2010	10/20/2010

City of Fort Smith Street Dept
3900 Kelley Highway
Ft Smith AR 72904

Serial Number	Unit Number	Make / Model	Year	License Number	Mileage
2FZXBVCB31AH51455	417	STERLING	2000		94593

OPERATION 1

COMPLAINT: C/A FOR OIL LEAK ON ENGINE
General Repair-Engine- **DOWNLOAD ECM**

CORRECTION: CHECKED AND FOUND OIL MANIFOLD LEAKING ON LEFT SIDE.REMOVED P/S PUMP AND LINES FOR ACCESS AND REMOVED MANIFOLD.CLEANED U P AND REINSTALLED WITH NEW SEALS.ALSO HAD TO REPLACED OIL SU PPLY LINE TO AIR COMPRESSOR DO TO LEAKING.REINSTALLED P/S PU MP AND LINES AND FILLED WITH FLUID.RAN AND CHECKED.GOT FOUND HUEI PUMP HIGH PRESSURE OIL LINE BEHIND COMPRESSOR LEAKING ALSO.

Labor Total -- 470.00

4F9029	SEAL	1	1.59	1.59
4988280	GASKET, HYD.	1	2.55	2.55
D1017-2171	#4 HOSE 3/16 STL 1-100	2	5.13	10.26
D2010-3168	#4 FM STR STRATOFLEX F	2	4.34	8.68
75200	ATF	3	5.24	15.72
500004741	OIL BULK ROTELLA	1	11.64	11.64
5P7814	SEAL	1	2.94	2.94

Parts Total -- 53.38

Total Operation 1 -- 523.38

CONTINUED

PLEASE PAY TOTAL ON LAST PAGE

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1906 NORTH 6TH STREET

P.O. BOX 6178 (72956-1941)

VAN BUREN, AR 72956

1-479-471-8900

REPAIR ORDER INVOICE

Customer Number: 45053	Phone: (479) 784-2361	Invoice Number: R41370087470
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Tax Status	Terms	P.O.#	Service Date	Invoice Date
TAX	CHARGE	44583	10/14/2010	10/20/2010

OPERATION 2

COMPLAINT: C/A FOR LOW POWER. DRIVER SAID THAT THE ENGINE ACTS LIKE IT IS RUNNING OUT OF FUEL

General Repair-Engine- **DOWNLOAD ECM**
 CORRECTION: HOOKED UP FUEL GUAGE AND ROAD TESTED AND MONITORED SPECS.FOUND FUEL PRESSURE STAYING AT TOP SPECS.UNIT NOW RUNNING GOOD. PROBLEM REPAIRED WITH OIL LINE REPAIR AT HUEIL PUMP.

Labor Total -- 28.20

CT05317

CABLE-TIE 14.5"L

12 .18 2.16

Parts Total -- 2.16

Total Operation 2 -- 30.36

OPERATION 3

COMPLAINT: C/R OIL LEAK AT HUEI HP OIL LINE BEHIND AIR COMPRESSOR

General Repair-Engine- **DOWNLOAD ECM**
 CORRECTION: FOUND HUEI PUMP HIGH PRESSURE OIL LINE BEHIND COMPRESSOR LEAKING ALSO.REMOVED AIR COMPRESSOR FOR ACCESS AND REPLACED OIL PRESSURE LINE TO HUIE PUMP.REINSTALLLED COMPRESSOR USING NEW GASKETS.REFILLED WITH COOLANT DRAINED AND STEAMED OFF.

Labor Total -- 272.60

1359819
4F9653

SEAL
SEAL

1 14.50 14.50

1 3.05 3.05

Parts Total -- 17.55

Total Operation 3 -- 290.15

5302/207/417



Preferred PARTNERS

JUST EAT-N CAT



Labor Total	770.80
Parts Total	73.09
Shop Supplies	92.49
Sales Tax	74.91

REMIT TO:
 P.O. BOX 879269
 KANSAS CITY, MO 64187-9269

TOTAL DUE	1,011.29
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SERVICING DEALERSHIP

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MHC KENWORTH - VAN BUREN

1906 NORTH 6TH STREET
P.O. BOX 6178 (72956-1941)
VAN BUREN, AR 72956
1-479-471-8900

REPAIR ORDER INVOICE

Customer Number: 45053	Phone: (479) 784-2361	Invoice Number: R41370088288 ✓
------------------------	-----------------------	--------------------------------

Tax Status	Terms	P.O.#	Service Date	Invoice Date
TAX	CHARGE	45164 ✓	1/26/2011	2/02/2011

OPERATION 1

5P5678	SEAL/BY MT3FT=1EACH	7	12.85	89.95
2147567	SEAL-O-RING	1	3.02	3.02
2337655	GASKET	1	10.97	10.97
7W2398	GASKET	1	.95	.95
5P5678	SEAL/BY MT3FT=1EACH	7	12.85	89.95
1R1807	LUBE FILTER	1	16.50	16.50
5P5678	SEAL/BY MT3FT=1EACH	7	12.85	89.95
4F7391	RING	1	1.75	1.75
2337654	GASKET	1	13.13	13.13
3P1156	SEAL-O-RING	2	5.57	11.14
7W2398	GASKET	1	.95	.95
3J1907	SEAL	1	.72	.72
3J7354	SEAL O RING	1	.67	.67
			Parts Total --	359.80
			Total Operation 1 --	1,457.40

5302/207/417



Labor Total	1,097.60
Parts Total	359.80
Shop Supplies	131.71
Sales Tax	127.13

REMIT TO:
P.O. BOX 879269
KANSAS CITY, MO 64187-9269

TOTAL DUE	1,716.24 ✓
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4E

Interoffice Memorandum

TO: Sherri Gard, City Clerk
FROM: Alie Bahsoon, Purchasing Manager *AB*
SUBJECT: Item 4E-Request for Removal of Consent Agenda
DATE: March 11, 2011



I am requesting that item 4E be removed from the agenda for the Board meeting to be held on Tuesday, March 15, 2011.

Please let me know should you have any questions or need additional information.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT SMITH, ARKANSAS, AND THE CITY OF CHARLESTON, ARKANSAS, CONCERNING MOBILE DATA SUPPORT

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

Section 1. The Memorandum of Understanding between the City of Fort Smith and the City of Charleston, Arkansas, which shall be substantially in the form attached hereto, is hereby approved and provides for the terms, conditions, and mutual understandings for the operation of mobile data systems between the two parties.

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

THIS RESOLUTION ADOPTED this _____ day of _____, 2011.

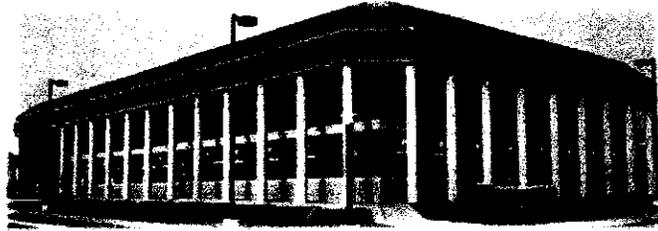
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form: 

Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: Memorandum of Understanding between the City of Fort Smith and the City of Charleston, Arkansas concerning Mobile Data Computers

Date: March 9, 2011

The Fort Smith Police Department continues its drive towards becoming a regional leader in communications and information dissemination. As part of this process the Department is able to supply the communication needs of other jurisdictions and receive compensation for those services. Monies received are then reinvested in the technical infrastructure required to maintain the informational network thus benefiting not only the purchaser of services but also the citizens of Fort Smith.

The Department is proposing that the City enter into a Memorandum of Understanding that would allow the Department to collect revenue from the City of Charleston, Arkansas for Mobile Data services. This Memorandum of Understanding is similar to other agreements that the Department has been able to enter into and is an important step in continuing the development of the Department's Information Technology and Communications goals.

Please contact me if you have questions or need additional information.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF FORT SMITH, ARKANSAS AND
THE CITY OF CHARLESTON, ARKANSAS

This agreement is made and entered into this 1 day of April, 2011, by and between the City of CHARLESTON, AR and City of Fort Smith, AR (City of FS).

WHEREAS, the purpose of this Agreement is to define responsibilities of the Fort Smith Police Department (the Hosting Agency) and Charleston Police Department concerning use of Mobile Data Computers (MDC) connected to the Fort Smith Police Mobile Data network; and,

WHEREAS, the City of Charleston has entered into all necessary supporting contracts and / or Agreements to effectuate this agreement and will cooperate with any future requirements; and,

WHEREAS, the City of Charleston understands that entering into this agreement will result in certain recurring annual replacement costs and maintenance fees in support of the Mobile Data systems and network infrastructure and that those costs and fees shall be borne entirely by the City of Charleston.

NOW, THEREFORE, the **CITY of FORT SMITH and CITY of Charleston agree as follows:**

Section 1

Administration

1. The Hosting Agency will administer and maintain all MDC and network infrastructure used on the Hosting Agency Mobile Data Network (RVMD);
2. The Hosting Agency Network Manager and staff will administer all MDC equipment and installation of software for the Charleston PD;
3. All software installation and configuration activities for MDC equipment connected to the Hosting Agency Network Infrastructure will be performed under the direction of the Hosting Agency Network Manager and staff, except as specified below in Section 4 paragraph 1;
4. The Hosting Agency Mobile Data Network Manager will administer all MDC user security accounts for the Charleston PD;

5. Charleston PD Law Enforcement personnel using the Hosting Agency Mobile Data Network will abide by all applicable Hosting Agency policies and IT Security Policies, including but not limited to, the Acceptable Use Policy of IT Resources;
6. The Charleston PD will ensure that only authorized Law Enforcement personnel operate MDCs connected to the Hosting Agency Mobile Data Infrastructure;
7. The Charleston PD will notify the Hosting Agency Network Manager within 24 hours of a status change concerning the eligibility of any Charleston PD Law Enforcement personnel to operate a Charleston PD MDC by reason of separation, suspension, or other status change under this agreement. Such Hosting Agency Network Manager will immediately disable the member's MDC security account;
8. Either the Host Agency or the Charleston PD can suspend connectivity pending resolution of any issue that may impact the confidentiality, integrity or availability of their respective systems;
9. In the event the Charleston PD MDC equipment requires service, the Charleston PD will contact and transport the equipment to the Hosting Agency Network Manager;
10. The Hosting Agency Network Manager will notify a member designated by the Charleston PD of any planned or discovered un-planned interruption of the Mobile Data services.

Section 2

Arkansas Crime Information Center (ACIC)

1. The Charleston PD will ensure that only Law Enforcement personnel or staff members currently certified by the Arkansas State Police or who have authorized ACIC/NCIC access operate MDCs connected to the Hosting Agency Mobile Data Infrastructure;
2. Violation of ACIC/NCIC policies will result in immediate suspension of connectivity.

Section 3

Audits

1. At regular intervals, the Hosting Agency will conduct audits of mobile data message traffic to ensure member compliance with established use policies. Mobile Data message traffic from Charleston PD Law Enforcement personnel or staff members is subject to review during these audits;

2. If a Charleston PD member is identified as having violated established Hosting Agency use policies, the Host Agency Chief of Police, or his / her designee, will contact the Charleston PD Chief of Police or his/her designee and make notification of the violation;
3. The Hosting Agency Chief of Police will provide the Charleston PD Chief of Police or a designated member, upon request, audits of Charleston PD Law Enforcement personnel mobile message traffic, and any other security logs available.

Section 4

Technology Upgrade

1. To maintain the operational efficiency of the Hosting Agency Mobile Data Network, the Hosting Agency Network Manager regularly updates server hardware and software on MDC equipment and network systems. The Charleston PD agrees to access and install these hardware and software updates and to transport MDC equipment to the Hosting Agency Mobile Data Coordinator for update installation, in instances when updates cannot be efficiently transmitted to MDC equipment wirelessly;
2. To maintain the operational efficiency of the Hosting Agency Mobile Data Network, the Hosting Agency has established a five-year hardware refresh schedule for MDC equipment which includes Mobile Data servers, software, and supporting network equipment. The Charleston PD agrees to provide to the Hosting Agency the installation date for all Charleston PD MDC equipment. The Hosting Agency Network Manager will notify a member designated by the Charleston PD, at least ninety days in advance, that the Charleston PD equipment is approaching the obsolescence date. No connectivity will be permitted for MDC equipment beyond the equipment obsolescence date. The Charleston PD will be responsible for acquiring and funding replacement MDC equipment, servers, software and network equipment, specified by the Hosting Agency Network Manager.

Section 5

Regional Mobile Data Federal Grants

By accepting Regional Mobile Data equipment procured by the Fort Smith Police Department using federal grants, the recipient agrees to and understands:

- A. The equipment remains the property of the City of Fort Smith by the terms of the grant.

- B. The Charleston PD is responsible for proper care and maintenance of the equipment while it is in its possession. The recipient cannot modify or alter the equipment without prior express written permission of the Fort Smith Police Chief or his/her designee. This includes removal of any inventory or identification tags.
- C. The recipient may not sell, barter, trade, pawn, loan, dispose of in any way, or otherwise encumber the equipment at any time. The equipment must be returned to the City of Ft. Smith for proper disposition.
- D. The above requirements are the result of federal grant mandates. They are non-negotiable.

Section 6

Fees

1. Year 2011 and each year thereafter total support fees for 2 MDCs will total \$2,080.00

Terms:

- The Charleston PD has requested support for 2 MDCs in 2011 and agrees to pay the Hosting Agency fees associated with the rendering of MDC service as follows:
 - a. An internet usage fee of \$240.00 per MDC unit per year totaling \$480.00
 - b. A support fee of \$800.00 per MDC unit per year totaling \$1,600.00

This equates to a total annual fee of \$2,080.00

Section 7

Renewal

1. This agreement shall have a term of one year upon its enactment and shall be renewed on a yearly basis. Either party not wishing to renew the agreement shall give written notice to the respective Chief of Police, or their designee, at least ninety (90) days in advance of the termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.



Sherman Hiatt, MAYOR

CITY OF Charleston,

Sandy Sanders, Mayor

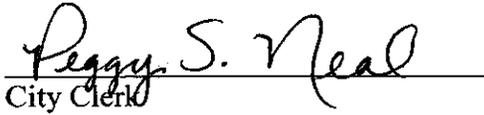
CITY OF FORT SMITH

DATE: 2-11-11

DATE: _____

ATTEST:

ATTEST:


Peggy S. Neal
City Clerk

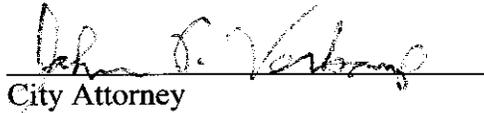
City Clerk

DATE: 2-11-11

DATE: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:


John D. Verbrugg
City Attorney

City Attorney

4G

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES DEPARTMENT OF ENERGY, NATIONAL NUCLEAR SECURITY ADMINISTRATION, OFFICE OF SECURE TRANSPORTATION, FOR THE USE OF FORT SMITH TRANSIT PROPERTY AT 6821 JENNY LIND TO CONDUCT DRIVE TRAINING USING SEMI TRACTOR TRAILERS

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

Section 1. The Memorandum of Understanding between the City of Fort Smith and the Department of Energy, National Nuclear Security Administration, Office of Secure Transportation, which shall be substantially in the form attached hereto, is hereby approved and provides for the terms, conditions, and mutual understandings for the operation of drive training between two parties.

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

THIS RESOLUTION ADOPTED this _____ day of March, 2011.

APPROVED:

Mayor

ATTEST:

CITY CLERK

*Approved as to form
Signature of
NPR ASB's City Attorney*



MEMORANDUM
March 9, 2011

To: Ray Gosack, City Administrator
From: Ken Savage, Transit Director *KS*
Subject: Memorandum of Understanding

Attached is a resolution regarding a proposed Memorandum of Understanding from the Office of Secure Transportation (OST), a division of the Department of Energy. The memorandum references semi truck drive training activities to be performed by federal agents on transit property located at 6821 Jenny Lind Road. The Office of Secure Transportation's primary mission involves the movement of specialized cargo in a secure manner.

The 19 acre transit site is ideal for OST because it is secured and remotely located. The transit department's participation would include property access, a point of contact and permission to maneuver semi trucks and trailers on transit property. OST will provide a set up of barrels and pylons for training purposes. As outlined in the agreement, they will ensure the property remains in its original condition following each training exercise. The OST will not train with any hazardous chemicals on transit property. They will also provide all necessary staff for training needs and operate in accordance with DOT and DOE regulations.

The transit department would benefit by using OST's course design to train our bus driver staff on proper maneuvering. The partnership and presence of federal agents on site would also help satisfy two grant requirement areas, considering the facility was acquired using federal funds. Attached is a letter of approval from the Federal Transit Administration.

The agreement would include a term of five years and does not include an exchange of funds. Training activities would be scheduled throughout the year and OST agrees to work around any scheduled uses the city may have such as the city auction or training request(s) from other departments. The area to be utilized involves approximately one acre and does not interfere with transit operations.

The Transit Advisory Commission approved the agreement with four members in favor and one abstention. Staff recommends approval of the agreement.

Please feel free to contact me for further information concerning the agreement.



U.S. Department
of Transportation
**Federal Transit
Administration**

REGION VI
Arkansas, Louisiana,
New Mexico, Oklahoma,
Texas

819 Taylor St. Suite 8A36
Fort Worth, TX 76102
817-978-0550
817-978-0575 (fax)

January 26, 2011

Ken Savage
Fort Smith Public Transit
PO Box 1908
Fort Smith, AR 72902

Re: Approval of Incidental Use of Transit Project Facilities

Dear Mr. Savage:

The Federal Transit Administration (FTA) has reviewed your request for approval of incidental use of transit property in Fort Smith, Arkansas, by the U.S. Department of Energy Office of Secure Transportation for driver training of federal agents from the National Nuclear Security Administration.

The FTA finds that the proposed use is consistent with the factors for permissible incidental use of project property set forth in FTA Circular 5010.1D. Should you have any questions regarding this approval, please contact Don Koski, Community Planner, at (817) 978-0571.

Sincerely,

Robert C. Patrick
Regional Administrator

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION
OFFICE OF SECURE TRANSPORTATION
AND
THE CITY OF FORT SMITH, AR**

I. BACKGROUND

The mission of the Office of Secure Transportation (OST) is to provide safe and secure ground and air transportation of nuclear weapons, nuclear weapon components, and special nuclear materials and conduct other missions supporting the national security of the United States of America. Federal Agents (FAs) are specially trained employees of OST who transport cargo and provide security during shipments. To maintain a well-trained FA force, OST continually conducts various types of training and evaluation.

II. PURPOSE

This Memorandum of Understanding (MOU) is entered into by OST and the City of Fort Smith, AR. Its purpose is to set forth specific agreements, understandings, and obligations, pursuant to which OST will plan, participate, and support training.

III. AGREEMENT

A. OST will:

- (1) Use the property at 6821 Jenny Lind Road, Fort Smith, AR to conduct drive training with semi tractor trailer units.
- (2) Provide instructors, evaluators, and staff.
- (3) Provide vehicles and support equipment.
- (4) Operate vehicles in a safe manner in accordance with applicable Department of Transportation and Department of Energy regulations.
- (5) Provide medical personnel/technicians for first aid and evacuation, as needed.
- (6) Ensure all necessary briefings for use of facilities are given to all FAs prior to using the facility.
- (7) Identify and take all necessary steps to prevent/mitigate, to the extent practical, hazards while providing drive training for FAs and FA candidates.
- (8) Leave the facility in the same condition of cleanliness as when we first occupied it for each training rotation.
- (9) Cleanup any chemical and/or fuel spills at 6821 Jenny Lind Road directly caused by OST equipment.

B. City of Fort Smith, AR will:

- (1) Allow city property located at 6821 Jenny Line Road, Fort Smith, AR to be used for drive training with tractor trailers for OST.
- (2) Provide a point of contact for scheduling / notification of the use of the training.
- (3) Provide access codes to the gates of the city property located at 6821 Jenny Lind so that OST staff can enter and secure the gates of the training area.

IV. FUNDING REQUIREMENT

This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

V. LITIGATION

Any claim against the federal government that arises as a result of any actions taken as a part of this activity shall be resolved pursuant to the provisions of the Federal Tort Claims Act (28 U.S.C. 134(b) and 28 U.S.C. 2671 et seq). Each participating Agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee remains vested with his or her employing agency. However, the Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to the federal law and DOJ policy and regulations. Liability for any negligent or willful acts of employees undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved subject to controlling laws.

VI. PUBLIC INFORMATION COORDINATION

Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding procedures implemented under this MOU will be made following consultation between the NNSA Service Center Office of Public Affairs and the City of Fort Smith, AR.

VII. MISCELLANEOUS

This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations or individuals.

This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

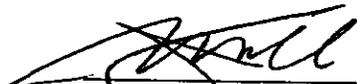
VIII. AMENDMENT, REVIEW AND TERMINATION

This MOU may be modified or amended by written agreement between Parties and terminated by mutual agreement of OST and the City of Fort Smith, AR or by either Party upon 30 days written notice to the other.

This MOU shall remain in effect for a period of five years from the effective date.

IX. APPROVAL

The Parties below have executed this MOU effective as of the latter date signature.



Jeffrey P. Harrell
Assistant Deputy Administrator
Office of Secure Transportation

2/18/11

Date

Sandy Sanders
Mayor
City of Fort Smith, AR

Date



Savage, Ken

From: Balch, Randall L. [rbalch@doeal.gov]
Sent: Tuesday, March 08, 2011 1:31 PM
To: Savage, Ken
Cc: Geoly, Paul T.; Tomlinson, Kelly
Subject: MOU Clarification

Importance: High

To: The City of Fort Smith

Through: Mr. Ken Savage

Subject: Clarification of MOU

To whom this may concern, per Mr. Paul Geoly, I want to clarify Item III, A, 9 of the recently submitted MOU to use City Property located at 6821 Jenny Lind.

As this section reads, : "9. Cleanup any chemical and / or fuel spills at 6821 Jenny Lind directly caused by OST/TRACOM equipment."

As I understand the main concern is the word "chemical."

OST/TRACOM will not train with any hazardous chemicals (HAZMAT) on the property described in this MOU.

Nor, does OST/TRACOM ever train with hazardous chemicals (HAZMAT).

The only material that would rarely be of concern is diesel or other common engine fluids.

Randall L. Balch

**Planning Specialist
ITP-OST, Contractor to the
Office of Secure Transportation
479-709-5386 Office
479-462-8089 P-Cell**

ORDINANCE NO. _____

AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS FOR COMPETITIVE BIDDING FOR THE LEASE PURCHASE OF RADIO COMMUNICATION EQUIPMENT AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE ALL NECESSARY LEASE DOCUMENTS REGARDING SAID AGREEMENT

WHEREAS, the City of Fort Smith, Arkansas ("Municipality") is a political subdivision of the State of Arkansas (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State;

WHEREAS, pursuant to applicable law described in Section 4 below, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property and leases necessary to the functions or operations of the Municipality;

WHEREAS, the Governing Body hereby finds and determines that the execution of the Lease-Purchase Agreement ("Lease") in a principal amount not exceeding the amount of \$603,252.00 for the purpose of acquiring the property ("Equipment") to be described in the Lease is appropriate and necessary to the functions and operations of the Municipality: and,

WHEREAS, Motorola Solutions, Inc. ("Lessor") shall act as Lessor under said Lease.

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

Section 1. The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Lease Purchase Agreement documents with Lessor providing for the lease and purchase by Municipality of radio equipment for the Department of Sanitation in the form, or substantially in the form, of the Lease Purchase Agreement documents presented to the Governing Body at the time of adoption of the Ordinance. The City Administrator is hereby authorized to negotiate such additional documents as are necessary to complete the Lease Purchase Agreement and the Mayor is hereby authorized to execute, his signature being attested by the City Clerk, any such necessary documents. All other related contracts, agreements and documents necessary and incidental to the Lease-Purchase Agreement are hereby authorized.

Section 2. The principal amount of the Lease shall not exceed the sum of \$603,252.00 and shall bear interest as set forth in the Lease and the Lease shall contain such options to purchase by the Municipality as are set forth therein.

Section 3. As provided in Amendment No. 78, the rental payments under the Lease in each fiscal year shall be charged against and paid from the Sanitation Fund of the Municipality for such fiscal year. For the purpose of making the rental payments there is hereby, and shall be,



4H

MEMORANDUM

March 11, 2011

To: Ray Gosack, City Administrator
From: ~~M.F.~~ Baridi Nkokheli, Director
Subject: Radio Communication System Project

On December 11, 2009, the Federal Communications Commission issued a public notice (DA 09-2589) stating that mobile radio service licensees operating in the 150-174 MHz and 421-512 MHz ranges must transition from wideband (25 KHz) channel spacing to narrowband (12.5 KHz) channel spacing by January 1, 2013. This event will render our current radio communication system useless and requires the purchase of a new system.

We have been working with the police department's communications supervisor, Jerry Harris, and Motorola Solutions, Inc. to develop a plan to purchase a radio communication system that fits our needs. The new system will be compatible with the new public safety radio communications system and the Arkansas Wireless Information Network (AWIN) which allows critical interoperability between city departments and outside agencies during disaster responses. Beyond disaster response, radio communication provides a vital function for our daily operations. Our current radio communication capabilities are limited to a single channel for our entire department (6 divisions/78 employees). The new radio system will allow for five (5) talk groups which will greatly improve communications within each division.

We are requesting to purchase the new radio communication system and equipment in 2011 through a three (3) year lease purchase agreement with Motorola Solutions, Inc. The cost of the radios and associated equipment is \$603,252.00 or \$201,084.00 per year for three (3) years. The first payment will not be due for twelve (12) months following execution of the lease agreement. Provisions will be made to accommodate the lease purchase in the 2012 budget if approved.

Please let me know should you have any questions or require additional information.



February 3, 2011

Mr. Joseph Hopper
City of Fort Smith
623 Garrison Ave
Fort Smith AR 72901

Dear Hopper:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #23187 are valid for contracts that are executed and returned to Motorola on or before **February 25, 2011**. After **2/25/11**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Credit Corporation
Attn: Bill Stancik / 5th Floor (SH5-B)
1301 E. Algonquin Rd
Schaumburg, IL 60196

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in cursive script that reads 'Bill Stancik'.

MOTOROLA CREDIT CORPORATION
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address CITY OF FORT SMITH

Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Credit Corp.
P.O. Box 71132
Chicago IL 60694-1132**

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23187

LESSEE:

CITY OF FORT SMITH
207 E. Grant Street
Caro MI 48723

LESSOR:

Motorola Solutions, Inc.
1301 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its

obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of February, 2010.

LESSEE:

CITY OF FORT SMITH

By: _____

Title: _____

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 23187 dated February ____, 2010 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Attorney for CITY OF FORT SMITH

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A **23187**
Lease Number:

This Equipment Schedule dated as of February ____, 2010 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and CITY OF FORT SMITH (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 23187 dated as of February ____, 2010 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: 3/1/2011

First Payment Due Date: 3/1/2012

5 Annual Payments of \$121,108.87 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

LESSOR:

City of Fort Smith

Motorola Solutions, Inc.

By: _____

By: _____

Title: _____

Title: _____

Section 2. Equipment List

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0186	A25 7.X MASTER SITE UPGRADE MODEL
1	CA00996AD	ADD: NM/ZC LICENSE KEY 7.5
1	CA00997AD	ADD: UCS LICENSE KEY 7.5
1	CA01225AD	ADD: MCC7500 CONSOLE LIC (QTY 5) COUNT AFTER 7.2
1	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	Q5000	MCC 7500 ASTRO 25 DISPATCH CONSOLE PROC PKG (VISTA)
2	CA01221AA	ADD: MCC 7500 DISPATCH CONSOLE HIGH CAPACITY SOFTWARE LICENSE
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	DS019BLK	19" LCD, BLACK, NON-TOUCH
2	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
2	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
2	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
2	B1911	MCC 7500 GENERAL PURPOSE I/O MODULE (GPIOM)
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	DSSLV	SIX OUTLET SASD PROTECTOR 120V SL V
4	B1912	MCC SERIES DESKTOP SPEAKER
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
4	B1913	MCC SERIES HEADSET JACK
2	CDN6281	BASE WITH PTT SWITCH
6	CDN6296	MIRAGE HEADSET TOP
2	DSVPR3MCC	PROTECTION MODULE FOR MCC 5500/5700 OPERATOR HEADSET INTERFACE
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
2	DDN9607	SYMANTEC ANTI VIRUS 10.2.1 CORP ED LIC & MEDIA SINGLE COPY
2	DDN9617	SW BASED DUAL IRR USB HASP WITH LICENSE FOR XP / VISTA
2	DDN6493	SOUND CARD AUDIGY SE
2	CDN6673	CREATIVE LABS INSPIRE A60
1	CLN1836	2610-24 ETHERNET SWITCH

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City of Fort Smith Department of Sanitation
Migration to AWIN Dispatch, PTP & Subscribers
January 12, 2011

1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
1	CA01446AA	ADD: BASE ROUTER W/ T1 MODULE
1	CA01441AA	ADD: ANALOG CCGW
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER
1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
1	CA01447AA	ADD: BASE ROUTER
1	CA01441AA	ADD: ANALOG CCGW
2	THN1012	RACK 7' OPEN
1	3082933N20	LINECORD PLUG & RECP 3.7 MTRS
1	DSRMP920A	SPD, TYPE 3, 120V RACK MOUNT, 20A PLUG-IN WITH (9) 20A OUTLETS
2	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
2	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B
1	DSCPX1101986	SPD, RJ-45 CONNECTED (16) LINE T1/E1, 11VPL ON PINS (1,2) & (4,5)
1	BLN1263	FRU VOICE CARD
1	DDN6493	SOUND CARD AUDIGY SE
1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
1	B1911	MCC 7500 GENERAL PURPOSE I/O MODULE (GPIOM)
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	DDN9973	Z400 MID TIER WORKSTATION WITH VISTA SP2 - NON-RETURNABLE
4	L20URS9PW1 N	10-35W 762-870MHZ XTL 5000 CONSOLETTTE
4	G806	ENH: IMBE ASTRO DIGITAL CAI OP
4	G51	ENH: 3600 SMARTZONE OPERATION
4	G361	ENH: ASTRO PROJECT 25 TRUNKING SOFTWARE
4	G114	ENH: DIGITAL ID DISPLAY
4	G996	ENH: PROGRAMMING OVER P25
4	W947	ADD: RS232 & IV&D PACKET DATA INTERFACE
4	G80	ADD: W7 HW SETUP CONSOLETTTE
4	L146	ADD: TONE REMOTE CONTROL XTL5000
4	TRN7466	MOUNTING BRACKET EIA 19 INCH
1	DQANT734960F2	FIBERGLASS COLLINEAR ANTENNA, 734-960 MHZ, 2.5 DBD GAIN



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1	DS43050108SH	SHORT-HAUL CONTROL STATION COMBINER, 40-960MHZ, 8 CH
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
150	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1091	7-16 DIN FEMALE PS FOR 1/2 IN LDF4-50A CABLE
2	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
1	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
1	DSDSXLDMABF	PCS MICRO FILTER PROTECTOR 700MHZ-2.5GHZ/BFADAPTER
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR
1	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
1	DOANT734960F2	FIBERGLASS COLLINEAR ANTENNA, 734-960 MHZ, 2.5 DBD GAIN
15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
150	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1091	7-16 DIN FEMALE PS FOR 1/2 IN LDF4-50A CABLE
2	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
1	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
1	DSDSXLDMABF	PCS MICRO FILTER PROTECTOR 700MHZ-2.5GHZ/BFADAPTER
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR
1	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
4	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
100	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	01010208001	11GHZ B5, LO, ODU-A 11GHZ, TR 490 & 500, LO, B5 (10700.0 - 10890.0 MHZ)
1	01010208002	ODU-A 11GHZ, TR 490 & 500, HI, B5 (11200.0 - 11390.0 MHZ), RECTANGULAR
2	85010089003	2.6' HP ANTENNA, 10.70 - 11.70 GHZ, SINGLE POL, MOT INTERFACE
2	WB3480AA	PTP 800 MODEM 1000/100BASET WITH CAPACITY CAP 10 MBPS
2	WB3622A	AC-DC POWER SUPPLY CONVERTOR (NO LEAD CABLE INCLUDED)
2	WB3618A	MAINS LEAD- US 3PIN TO C5 (PTP800 AC-DC PSU)



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2	WB3486A	PTP800 CMU 19' RACK MOUNT INSTALLATION KIT
2	30010194001	50 OHM BRAIDED COAXIAL CABLE - 75 METER, 246 FEET
2	WB3616A	COAXIAL CABLE INSTALLATION ASSEMBLY KITS (W/O SURGE ARRESTOR)
2	WB3657A	LIGHTNING PROTECTION KIT (2XSPU+MOUNTING KIT)
2	RRDN7288A	IPMUX-24/FE/1T1/UTP/UTP/UTP
2	RRDN5331	RM-35: IPMUX-1 RACK MOUNT
1	WB3659	FCC MW FREQ COORDINATION SERVICE
1	WB3480AA	PTP 800 MODEM 1000/100BASET WITH CAPACITY CAP 10 MBPS
1	WB3561	PTP800 SERIES 2ND YR EXTENDED WARRANTY & NEXT BUSINESS DAY REPLACEMENT
1	RRDN7288A	IPMUX-24/FE/1T1/UTP/UTP/UTP
83	M28URS9PW1 N	XTL 1500 MOBILE 35 WATT, 764-870MHZ
83	G964	9600 ASTRO DIGITAL ENHANCE
83	G996	ENH: OVER THE AIR PROVISIONING
83	G174	ADD: ANTENNA 3DB LOW-PROFILE 764-870MHZ
83	HSN4038	EXTERNAL 7.5 WATT WATER RESISTANT REMOTE MOUNT SPEAKER
15	H66UCD9PW5BN	ASTRO DIGITAL XTS1500 MODEL 1.5 764-870MHZ 1-3W 96 CHANNEL (DISPLAY)
15	Q574BJ	ENH: TRUNKING 9600 BAUD
15	G996	ENH: OVER THE AIR PROVISIONING
15	Q947	ENH: RADIO PACKET DATA
15	Q696	ALT: ANTENNA 1/2 WAVE 7" WHIP 700/800 MHZ (NAF5080)
15	RMN5038	REMOTE SPEAKER MICROPHONE WITH EMERGENCY BUTTON
15	WPLN4111 R	IMPRES CHARGER
2	WPLN4130	IMPRES MULTI UNIT CHARGER - 110V US PLUG WITH DISPLAY
5	NTN9858C	IMPRESS NIMH, 2100 MAH, 7.5V BATTERY
2	M28URS9PW1 N	XTL 1500 MOBILE 35 WATT, 764-870MHZ
2	G964	9600 ASTRO DIGITAL ENHANCE
2	G996	ENH: OVER THE AIR PROVISIONING
2	G89	ADD: NO ANTENNA NEEDED
2	G798	ADD: CONTROL STATION MOUNT
2	G91	ADD: CONTROL STATION POWER SUPPLY
2	W382	ADD: CONTROL STATION DESK MICROPHONE
1	DQANT734960F2	FIBERGLASS COLLINEAR ANTENNA, 734-960 MHZ, 2.5 DBD GAIN
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
30	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	TDN9289	CABLE WRAP WEATHERPROOFING
1	DSISB50LNC2	COAX PROTECTOR



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Migration to AWIN Dispatch, PTP & Subscribers
January 12, 2011

1	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
50	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
1	DQANT734960F2	FIBERGLASS COLLINEAR ANTENNA, 734-960 MHZ, 2.5 DBD GAIN
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
30	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	TDN9289	CABLE WRAP WEATHERPROOFING
1	DSISB50LNC2	COAX PROTECTOR
1	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
50	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
2	M28URS9PW1 N	XTL 1500 MOBILE 35 WATT, 764-870MHZ
2	G964	9600 ASTRO DIGITAL ENHANCE
2	G996	ENH: OVER THE AIR PROVISIONING
2	G89	ADD: NO ANTENNA NEEDED
2	G798	ADD: CONTROL STATION MOUNT
2	G91	ADD: CONTROL STATION POWER SUPPLY
2	W382	ADD: CONTROL STATION DESK MICROPHONE
1	DQANT734960F2	FIBERGLASS COLLINEAR ANTENNA, 734-960 MHZ, 2.5 DBD GAIN
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
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Use or disclosure of this proposal is
subject to the restrictions on the title page

City of Fort Smith Department of Sanitation
Migration to AWIN Dispatch, PTP & Subscribers
January 12, 2011

1	M28URS9PW1 N	XTL 1500 MOBILE 35 WATT, 764-870MHZ
1	G964	9600 ASTRO DIGITAL ENHANCE
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City of Fort Smith Department of Sanitation
Migration to AWIN Dispatch, PTP & Subscribers
January 12, 2011

City of Fort Smith (Schedule B)

Compound Period: Annual

Nominal Annual Rate ... : 0.000 %
 Effective Annual Rate .. : 0.000 %
 Periodic Rate : 0.0000 %
 Daily Rate : 0.00000 %

CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Loan	03/01/2011	605,544.34	1		
2 Payment	03/01/2012	121,108.87	5	Annual	03/01/2016

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 03/01/2011				605,544.34
2011 Totals	0.00	0.00	0.00	
1 03/01/2012	121,108.87	0.00	121,108.87	484,435.47
2012 Totals	121,108.87	0.00	121,108.87	
2 03/01/2013	121,108.87	0.00	121,108.87	363,326.60
2013 Totals	121,108.87	0.00	121,108.87	
3 03/01/2014	121,108.87	0.00	121,108.87	242,217.73
2014 Totals	121,108.87	0.00	121,108.87	
4 03/01/2015	121,108.87	0.00	121,108.87	121,108.86
2015 Totals	121,108.87	0.00	121,108.87	
5 03/01/2016	121,108.87	0.01	121,108.86	0.00
2016 Totals	121,108.87	0.01	121,108.86	
Grand Totals	605,544.35	0.01	605,544.34	
INITIAL INSURANCE REQUIREMENT:		\$605,544.34		

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:

CITY OF FORT SMITH

LESSOR:

Motorola Solutions, Inc.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)
appointed and acting Secretary or Clerk of the **CITY OF FORT SMITH** , an entity duly organized and
existing under the laws of the **State of Arkansas** that I have custody of the records of such entity, and that, as of
the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding
offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their
respective names and titles are their true and authentic signatures and (ii) such officers have the authority on
behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **23187** dated
February ____, 2010 , and Schedule A number **23187** dated February ____, 2010, between **CITY OF FORT
SMITH** and Motorola Solutions, Inc. .

Name

Title

Signature

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **CITY OF FORT SMITH** ,
hereto this _____ day of February, 2010.

By: _____
(Signature of Secretary/Clerk)

SEAL

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 23187 dated February ____, 2010 to that certain Equipment Lease Purchase Agreement number 23187 dated February ____, 2010 will be maintained by the CITY OF FORT SMITH as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number 23187 dated February ____, 2010.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number 23187, CITY OF FORT SMITH, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Lessee:

CITY OF FORT SMITH

By: _____

Its: _____

Date: February ____, 2010

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **CITY OF FORT SMITH**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Lessee: **CITY OF FORT SMITH**

By: _____

Its: _____

Date: February ____, 2010

Bank Qualified

LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Lessee:

CITY OF FORT SMITH

By: _____

Title _____

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: February ____, 2010

Lease Schedule A Date: February ____, 2010

Equipment Lease Purchase Agreement No.: 23187 Lease Schedule A No. : 23187

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23187 dated February ____, 2010. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF FORT SMITH

By: _____

Date: _____

LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on **February ____**, 2010 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule dated as of **February ____**, 2010, between **CITY OF FORT SMITH** (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

Authorized Individual(s): _____
Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: _____

Attested By: _____

Name and Title : _____

Name and Title: _____

Information Return for Tax-Exempt Governmental Obligations
 ▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Fort Smith		2 Issuer's employer identification number (EIN) :	
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	4 Report number (For IRS Use Only)	
623 Garrison Ave.		3	
5 City, town, or post office, state, and ZIP code Fort Smith AR 72901		6 Date of issue 3/1/2011	
7 Name of issue Equipment Lease-Purchase Agreement 23187		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information		10 Telephone number of officer or other person ()	

Part II Type of Issue (enter the issue price) See instructions and attach schedule			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	553,220.76
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶		18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	3/1/2016	\$ 553,220.76	\$	5 years	3.09 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	553,220.76
24 Proceeds used for bond issuance costs (including underwriters' discount)		24	
25 Proceeds used for credit enhancement		25	
26 Proceeds allocated to reasonably required reserve or replacement fund		26	
27 Proceeds used to currently refund prior issues		27	
28 Proceeds used to advance refund prior issues		28	
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

- | | | |
|---|---------------------------------|--|
| <p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . .</p> <p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</p> <p style="padding-left: 20px;">b Enter the final maturity date of the GIC ▶ _____</p> <p>37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units</p> <p style="padding-left: 20px;">b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____</p> <p>38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box <input checked="" type="checkbox"/></p> <p>39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/></p> <p>40 If the issuer has identified a hedge, check box <input type="checkbox"/></p> | <p>35</p> <p>36a</p> <p>37a</p> | |
|---|---------------------------------|--|

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____ Type or print name and title

Signature of issuer's authorized representative

Paid Preparer's Use Only

Preparer's signature ▶ _____	Date _____	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN _____
Firm's name (or yours if self-employed), address, and ZIP code ▶ _____	EIN _____	Phone no. () _____	

RESOLUTION NO. _____

4 I

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

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

Partial payment number eighteen to Crossland Heavy Contractors, Inc., in the amount of \$1,048,524.38, for construction of the Lake Fort Smith Water Treatment Plant - Contract 3, Project Number 07-09-C3, is hereby approved.

This Resolution adopted this _____ day of March 2011.

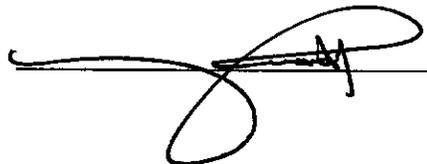
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

_____
npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: March 7, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Lake Fort Smith Water Treatment Plant Improvements - Contract 3
Project Number 07-09-C3

Crossland Heavy Contractors, Inc., has submitted partial pay request number eighteen in the amount of \$1,048,524.38 for work completed on the Lake Fort Smith Water Treatment Plant Improvements - Contract 3. A project summary sheet covering work completed to date is attached for your information. Major items of work completed during the time period covered by this pay request are as follows:

- Demolition (59% complete)
- Site Electrical (75% complete)
- Main Electrical Building (86% complete)
- Chlorine Building (11% complete)
- Valve Vault #2 (94% complete)
- West Filter Building (18% complete)
- East Filter Building (25% complete)
- Finished Water Pump Station (1% complete)

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

attachment

Project Summary

Project status: Underway

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

Today's date: March 7, 2011

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

Staff contact name: Steve Parke

Project engineer: Burns & McDonnell, Inc.

Staff contact phone: 784-2231

Project contractor: Crossland Heavy Contractors, Inc.

Notice to proceed issued: August 31, 2009

Final completion date: February 10, 2012

	Dollar Amount	Contract Time (Days)
Original contract	\$31,641,000.00	785
Change orders:		
Change Order No. 1	\$22,902.00	14
Change Order No. 2	\$89,078.00	49
Change Order No. 3	\$-19,174.00	
Change Order No. 4	\$70,237.00	
Total change orders	\$163,043.00	<u>63</u>
Adjusted contract	<u>\$31,804,043.00</u>	<u>848</u>
Payments to date (as negative):	\$-21,040,751.34	
Amount of this payment (as negative)	\$-1,048,524.38	
Retainage held	\$1,590,202.15	
Contract balance remaining	\$9,714,767.28	
Amount over as a percentage	0.52%	

Final Comments:

Contractor has completed 65% of the work. 64% of the contract time has expired.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AUTHORIZATION NUMBER TWO WITH CAMP DRESSER & MCKEE, INC., FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH THE MILL CREEK WASTEWATER PUMP STATION WET WEATHER IMPROVEMENTS

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

SECTION 1: Authorization Number Two to the Agreement with Camp Dresser and McKee, Inc., providing preliminary design phase engineering services associated with the Mill Creek Wastewater Pump Station Wet Weather Improvements, Project Number 10-01-E2, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute Authorization Number Two, in the amount of \$459,100.00, for performance of design phase engineering services.

This Resolution adopted this _____ day of March 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

_____
npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: March 7, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Mill Creek Wastewater Pump Station Wet Weather Improvements
Project Number 10-01-E2

On January 5, 2010, the Board authorized an Agreement and Authorization Number One with Camp Dresser & McKee, Inc., for providing preliminary engineering services to address peak wet weather wastewater flows reaching the Mill Creek pump station. As outlined in the December 23, 2009, Board memo regarding this matter, upgrades to the existing Mill Creek pump station and construction of a new wet weather pump station and force main to the "P" Street treatment plant were identified in the comprehensive wastewater management plan prepared by CDM in 1993. As part of their preliminary design work CDM also examined an alternative to pumping all peak flows to the treatment plant by including equalized storage in the vicinity of the Mill Creek pump station similar to improvements currently being designed for the Zero Street basin. Preliminary cost estimates indicate a savings of \$4.5 million by utilizing equalized storage.

In order to move forward with the design of this project we have prepared Authorization Number Two providing preliminary design services through 30% completion of plans and specifications. A Resolution authorizing the Mayor to sign Authorization Number Two for an amount of \$459,100.00 is attached. Funding for the preliminary design services is available from the bonds issued to finance the ongoing wet weather sewer flow improvements.

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

attachment

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator

DATE: December 23, 2009

FROM: Steve Parke, Director of Utilities

SUBJECT: Mill Creek Wastewater Pump Station Wet Weather Improvements
Engineering Services - Project Number 10-01-E1

As you are aware, the city has undertaken a number of wastewater treatment plant and collection system projects necessary to address manhole overflows and other wastewater system deficiencies that occur during periods of heavy rainfall. These projects were identified in a comprehensive wastewater management plan prepared by Camp Dresser & McKee in 1993. Since completion of the management plan CDM has provided engineering design services on numerous projects as the city has systemically implemented improvement projects necessary for correcting these problems.

One of the projects recommended in the management plan were upgrades to the existing Mill Creek wastewater pump station and construction of a new wet weather pump station and force main to the "P" Street treatment plant. In conjunction with pump station improvements would be the replacement of upstream outfall sewers with larger pipes to convey peak wet weather flows within the Mill Creek basin to the pump station. Completion of these improvements would allow the transfer of larger peak flows to the treatment plant and elimination of overflows within the basin for the design storm selected.

As an alternative to the pumping of all peak flows to the treatment plant staff has discussed with CDM an option to construct equalized storage in the vicinity of the Mill Creek pump station similar to improvements currently under construction within the Sunnymede basin and currently being designed for the Zero Street basin. If viable, this option would shave the peak flow pumping requirements of the Mill Creek pump station, potentially eliminating the need for a new wet weather pump station and force main, and reducing future, peak wet weather loading of the "P" Street wastewater treatment plant.

In order to further explore this option staff asked Camp Dresser & McKee to prepare a scope of services for providing preliminary engineering services. A copy of the project scope is attached for your information. Cost for these services is set for an amount of \$89,376. A Resolution authorizing an Agreement and Authorization Number One for preliminary engineering services is attached. Subsequent authorizations will be presented to the Board as we progress into design, bidding and construction of the improvements selected from the alternatives reviewed. Funding for the preliminary engineering services is available from the bonds issued for wastewater system improvements.

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

attachment

pc: Ray Gosack

RESOLUTION NO. _____

4 K

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT OFFER
MADE BY PROPERTY OWNER FOR THE ACQUISITION OF REAL PROPERTY
INTERESTS FOR THE LAKE FORT SMITH WATER SUPPLY

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

The City Administrator is hereby authorized to execute an offer made by the following
property owner:

Tracts 7-16/7-17 Sharon K. Pense \$165,000.00

and make payment for same, and any applicable closing cost, in connection with the acquisition of the real
property for the Lake Fort Smith Water Supply, Project Number 99-01, said property being located at 20300
Shepherd Springs Road, Mountainburg, Arkansas.

This Resolution adopted this _____ day of March 2011.

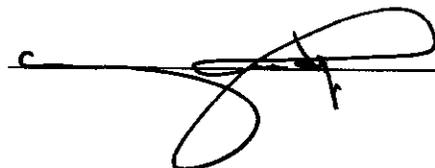
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

 npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: March 2, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Watershed Protection Acquisitions
Lake Fort Smith Water Supply

Over the past couple of years staff has been discussing with Mr. and Mrs. Pense the need to acquire watershed protection for their property. All of their property is within the designated watershed area around Lake Fort Smith that the city proposes to acquire for watershed protection, either by a watershed protection easement or by fee title acquisition. Exhibits showing the property location are attached.

Mr. and Mrs. Pense, who until recently resided at 20300 Shepherd Springs Road, purchased this 20 acre parcel of property in 1971. The property is located at the north end of Lake Fort Smith and rests on both sides of Frog Bayou Creek which is the main tributary stream into the lake. Until the recent untimely death of Mr. Pense, the property was the location of their primary residence. Mrs. Pense has now moved and prefers to sell the property to the city rather than executing a watershed easement.

Staff has been corresponding with Mrs. Pense in efforts to purchase the property. Mrs. Pense has offered to sell the property to the city for the appraised value. The city's appraiser, Matthews and Associates, has appraised the 20 acres and older dwelling improvements for \$165,000.00. The city has now acquired all of the private properties adjoining this parcel of land and fee acquisition is the better method of assuring control of land uses. If purchased, it is anticipated that the older dwelling would be leased for a few years to help recover costs until maintenance requirements become to great.

Staff believes that the owner's offer to sell the property in fee title to the city for \$165,000.00 is reasonable and that the administrative costs associated with acquiring the property watershed controls through other means is not the best alternative. Therefore, staff recommends that the Board of Directors approve the attached Resolution and accept the owner's offer at its next regular scheduled meeting.

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

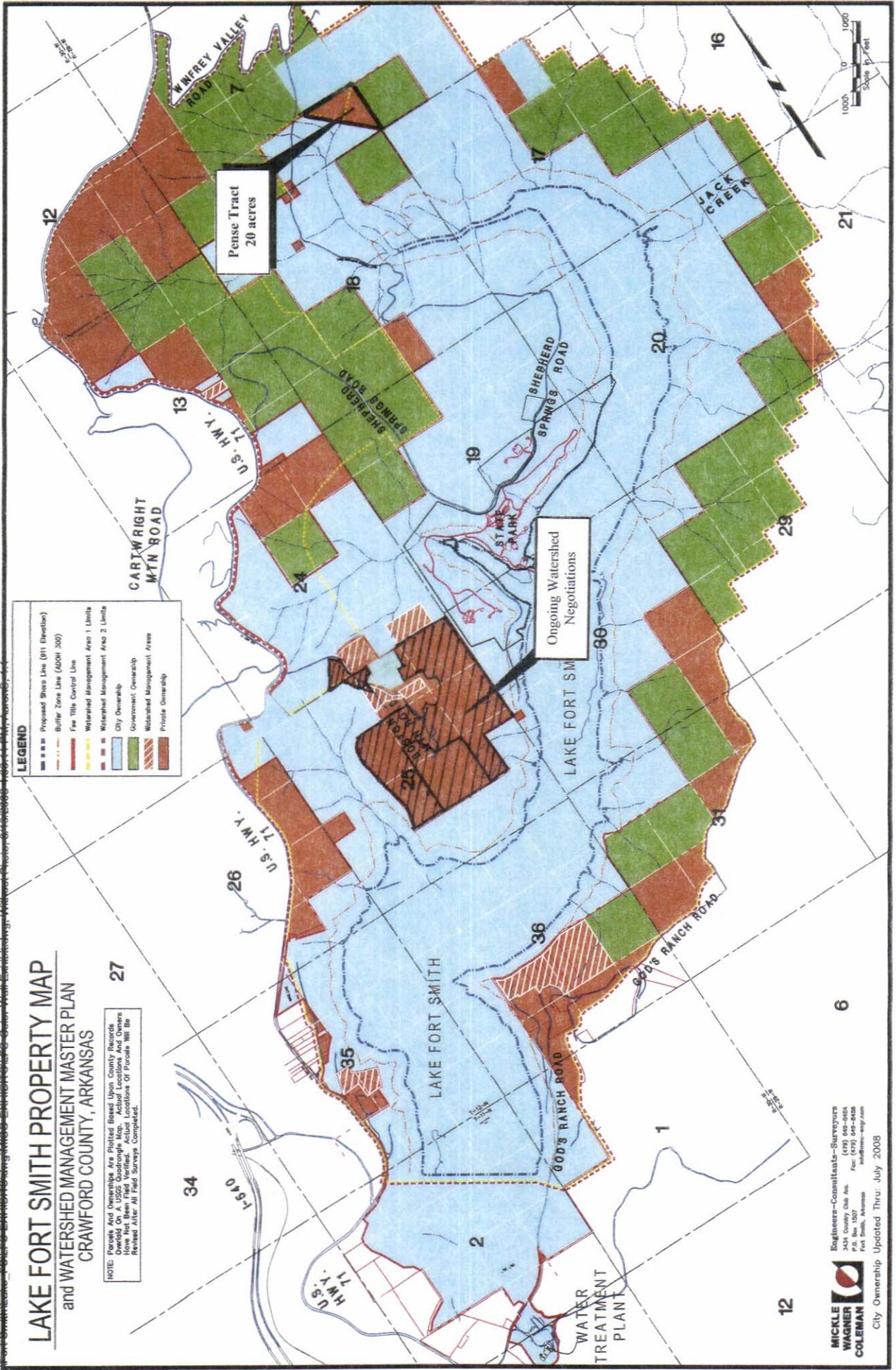
attachment

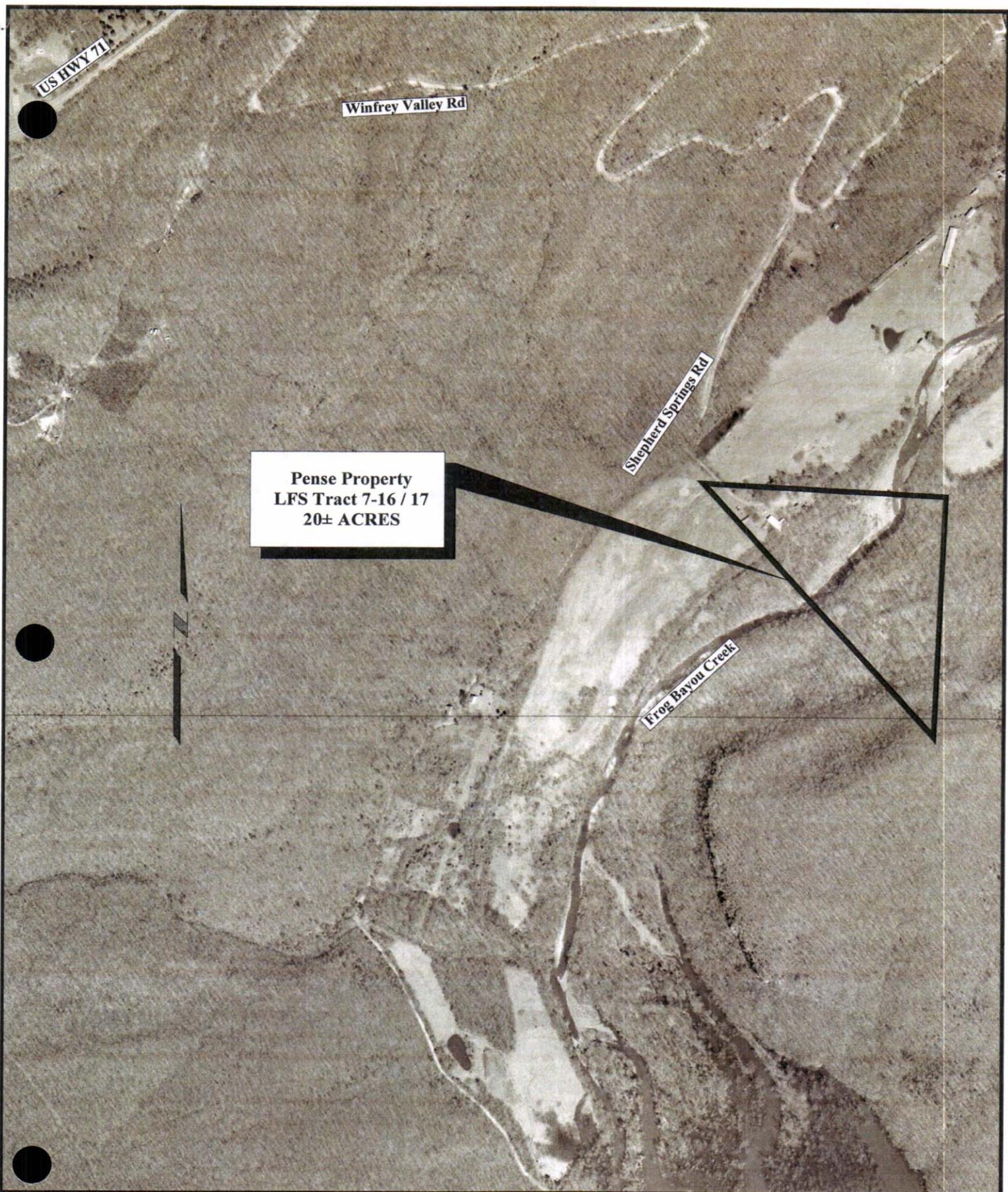
LAKE FORT SMITH PROPERTY MAP and WATERSHED MANAGEMENT MASTER PLAN CRAWFORD COUNTY, ARKANSAS

NOTE: Parcels And Ownerships Are Plotted Based Upon County Records Overlaid On A USGS Quadrangle Map. Actual Locations And Ownerships Are Subject To Field Surveys. Parcel Locations Of Parcels Will Be Revised After All Field Surveys Complete.

LEGEND

	Proposed Shore Line (811 Elevation)
	Buffer Zone Line (800ft 300)
	Fee Title Control Line
	Watershed Management Area 1 Limits
	Watershed Management Area 2 Limits
	City Ownership
	Government Ownership
	Watershed Management Areas
	Private Ownership



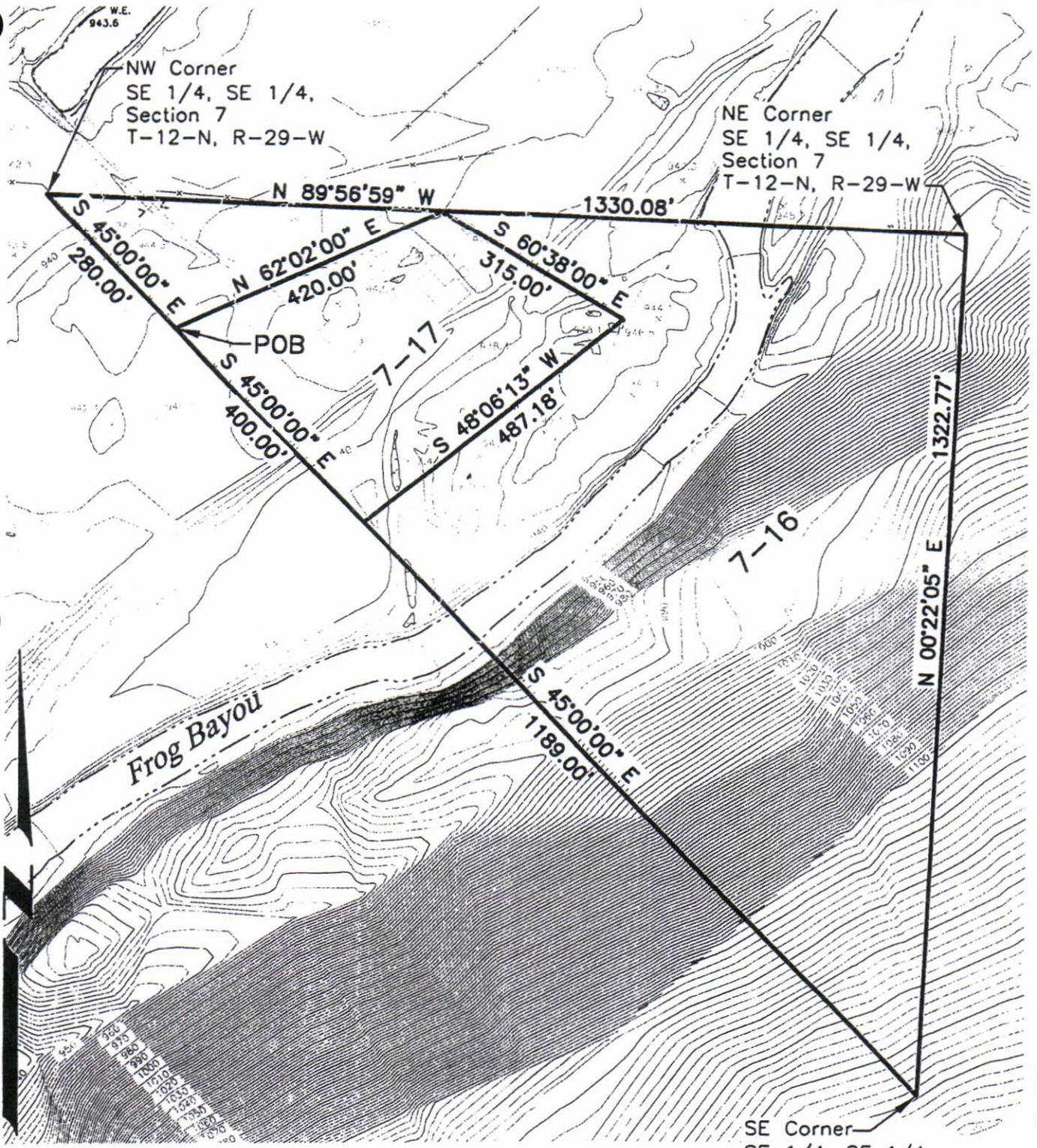


**LAKE FORT SMITH WATER SUPPLY PROJECT NO 99-01
PROPOSED PURCHASE OF PENSE PROPERTY IN WATERSHED BUFFER ZONE**

March, 2011

MICKLE-WAGNER-COLEMAN, INC.
Engineers Consultants Surveyors

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



NW Corner
SE 1/4, SE 1/4,
Section 7
T-12-N, R-29-W

NE Corner
SE 1/4, SE 1/4,
Section 7
T-12-N, R-29-W

SE Corner
SE 1/4, SE 1/4,
Section 7
T-12-N, R-29-W

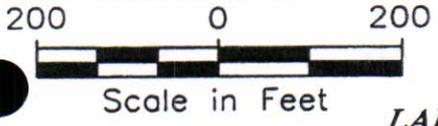


EXHIBIT "A"
TRACT 7-16, 7-17

LAKE FORT SMITH EXPANSION PROJECT



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Wendy Beshears, Administrative Assistant
DATE: March 9, 2011
SUBJECT: Advertising & Promotion Commission

The Advertising and Promotion Commission has reappointed Mr. Tom J. Caldarera and Mr. Ronnie Townsend.

Appointments are by the Advertising and Promotion Commission and confirmed by the Board of Directors. Two appointments are needed; the terms will December 31, 2014.

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



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Wendy Beshears, Administrative Assistant
DATE: March 10, 2011
SUBJECT: Civil Service Commission

The terms of Ms. Linda Schmidt and Sister Judith Marie Keith of the Civil Service Commission will expire March 31, 2011. Ms. Schmidt and Sister Keith would like to be reappointed.

The applicants available at this time are:

Orval Smith	4922 Hardscrabble Way
Marty Shell	11107 Vista Ridge Court

Appointments are **by the Board of Directors**. Two appointments are needed; the terms will expire March 31, 2017.

MEMORANDUM

TO: Ray Gosack, City Administrator
FROM: Sherri Gard, City Clerk
DATE: March 9, 2011
RE: Appointments to Planning Commission

All members of the Planning Commission are required by state law to file a "Statement of Financial Interest" with the City Clerk's Office no later than January 31st of each year. The first week of January, my office forwards a notice to each member of the Planning Commission advising them of the filing requirement. My office is not required to forward a reminder; however, if such is not received within the last 5 to 7 days of January, my office forwards a reminder to all members who have not yet filed.

The terms of three (3) members of the Planning Commission will soon expire and said appointments are scheduled for consideration at the March 15, 2011 regular meeting. A couple incumbents have failed to file the required document with my office for several years. By state law, my office is required to maintain the annual filings for four (4) years and below is the filing record for each incumbent:

<u>Planning Commission Member</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>
Keith Lau (<i>appointed 4/19/05</i>)	No	No	No	Yes	No
Travis Stephens (<i>appointed 4/15/08</i>)	No	No	No	n/a	n/a
Mike Lorenz (<i>appointed 11/18/08</i>)	Yes	Yes	Yes	n/a	n/a



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Wendy Beshears, Administrative Assistant
DATE: March 8, 2011
SUBJECT: Planning Commission

The terms of Mr. Keith Lau, Mr. Mike Lorenz and Mr. Travis Stephens of the Planning Commission will expire April 30, 2011. Mr. Lau, Mr. Lorenz and Mr. Stephens would like to be reappointed.

The applicants available at this time are:

Alex Cardenas	4130 Grand Avenue
Joshua Carson	109 North 3 Street #516
Kathy Davis	3700 Heather Ridge Court
Joe Hardin	1524 Rockhurst Drive
Charles Mackey	3212 South 93 Circle
Thomas E. Howard	3121 Jackson Street
Bryan Merry	2636 Enid Place
Vicki Newton	2725 Reeder Street
Andrew Smith	9225 Rosewood Drive
Kevin Wright	2312 Ramsgate Way

Appointments are by the Board of Directors. Three appointments are needed; the terms will expire April 30, 2014.

623 Garrison Avenue
P.O. Box 1908
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15

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER LAND USE PLAN MAP AND REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP

WHEREAS, the City Planning Commission has held a public hearing to consider a request to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on January 11, 2011, that said change be made; and,

WHEREAS, the Planning Commission determined the change to the Master Land Use Plan Map does conform to the goals and objectives of the Comprehensive Plan.

WHEREAS, the City Planning Commission has heretofore held a public hearing to consider request No. 2-1-11 to rezone certain properties hereinafter described, and, having considered said request, recommended on January 11, 2011, that said change be made;

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

SECTION 1: The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Extra Territorial Jurisdiction Low Density Residential to Residential Detached, Residential Attached and Commercial Neighborhood and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

From Extra Territorial Jurisdiction Low Density Residential to Residential Detached

Part of Government Lot 1 of the Northwest Quarter, part of the Northwest Quarter of the Northeast Quarter, the Northeast Quarter of the Northeast

Approved As to Form:



City Attorney
Publsh 1 time

Quarter, part of the Southeast Quarter of the Northeast Quarter, and part of the Southwest Quarter of the Northeast Quarter, all in Section 30, Township 7 North, Range 31 West, The Northwest Quarter of the Northwest Quarter, and part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the Northwest Corner of said Northwest Quarter of the Northeast Quarter of Section 30; Thence along the north line of said Northwest Quarter of the Northeast Quarter, S86°08'44"E, 1329.23 feet to the Northeast Corner of said Northwest Quarter of the Northeast Quarter; Thence along the north line of said Northeast Quarter of the Northeast Quarter, S86°41'44"E, 1321.55 feet to the Northeast Corner of said Northeast Quarter of the Northeast Quarter; Thence along the north line of said Northwest Quarter of the Northwest Quarter of Section 29, S86°44'04"E, 1325.07 feet to the Northeast Corner of said Northwest Quarter of the Northwest Quarter; Thence along the east line of said Northwest Quarter of the Northwest Quarter, S03°34'55"W, 1343.45 feet to the Southeast Corner of said Northwest Quarter of the Northwest Quarter; Thence along the east line of said Southwest Quarter of the Northwest Quarter of Section 29, S03°12'38"W, 1044.33 feet; Thence leaving said east line, N86°51'02"W, 600.90 feet; Thence S84°22'24"W, 429.34 feet; Thence N04°41'44"W, 126.82 feet; Thence N89°15'01"W, 809.29 feet; Thence N83°21'46"W, 450.94 feet; Thence N70°19'06"W, 405.83 feet; Thence S87°23'35"W, 271.81 feet; Thence S66°49'17"W, 172.10 feet; Thence S86°49'14"W, 749.68 feet; Thence N86°10'19"W, 189.69 feet; Thence N80°04'49"W, 281.45 feet; Thence N74°54'11"W, 188.49 feet; Thence N64°07'09"W, 177.92 feet; Thence N58°21'53"W, 244.95 feet; Thence N38°16'52"W, 314.77 feet; Thence S87°32'29"W, 203.36 feet to a point on the west line of said Government Lot 1 of the Northwest Quarter of Section 30; Thence along said west line, N03°03'47"E, 554.59 feet; Thence continuing along said west line, N03°47'08"E, 1363.07 feet to the Northwest Corner of said Government Lot 1; Thence along the north line of said Government Lot 1, S88°18'29"E, 1307.32 feet; Thence continuing along said north line, S88°18'09"E, 18.01 feet to the Point of Beginning, containing 282.61 acres, more or less.

LESS AND EXCEPT

Part of Government Lot 1 of the Northwest Quarter, and part of the Northwest Quarter of the Northeast Quarter, all in Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Government Lot 1; Thence along the west line of said Government Lot 1, S03°47'08"W, 707.53 feet to the centerline of Howard Hill Road; Thence along said centerline the following courses: 90.59 feet along the arc of a curve to the right, said curve having a radius of 925.68 feet and being subtended by a chord of N74°59'53"E, 90.56 feet; N79°10'39"E, 83.08 feet; N81°15'44"E, 87.49 feet; N82°27'45"E, 241.28 feet to the Point of Beginning; Thence continuing along said centerline the following courses: 311.05 feet along the arc of a curve to the left, said curve having a radius of 525.19 feet and being subtended by a chord of N65°40'48"E, 306.53 feet; N48°48'01"E, 192.94 feet; N47°49'44"E, 207.43 feet; 333.81 feet along the arc of a curve to the right, said curve having a radius of 700.00 feet and being subtended by a chord of N61°29'25"E, 330.65 feet to the centerline of Rye Hill Road South; Thence along said centerline of Rye Hill Road South, S20°29'40"E, 304.56 feet; Thence leaving said centerline, S60°44'54"W, 308.17 feet; Thence S59°07'23"W, 435.81 feet; Thence S72°42'46"W, 145.91 feet; Thence S81°43'08"W, 169.21 feet; Thence N08°16'52"W, 178.71 feet to the Point of Beginning, containing 6.22 acres, more or less.

CONTAINING A NET AREA OF 276.39 ACRES, MORE OR LESS.

From Extra Territorial Jurisdiction Low Density Residential to Residential Attached

Part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 7 North, Range 31 West, Part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, and part of Government Lot 1 of the Northwest Quarter, all in Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the Southeast Corner of said Southwest Quarter of the Northwest Quarter of Section 29; Thence along the south line of said Southwest Quarter of the Northwest Quarter, N87°13'02"W, 1326.33 feet to the Southwest Corner of said Southwest Quarter of the Northwest Quarter; Thence along the south lines of said Southeast Quarter of the Northeast Quarter of Section 30, said Southwest Quarter of the Northeast Quarter of Section 30, and said Government Lot 1 of the Northwest Quarter of Section 30, N87°07'50"W, 3975.99 feet to the Southwest Corner of said Government Lot 1; Thence along the west line of said Government Lot 1, N03°03'47"E, 765.37 feet; Thence leaving said west line, N87°32'29"E, 203.36 feet; Thence S38°16'52"E, 314.77 feet; Thence S58°21'53"E, 244.95 feet; Thence S64°07'09"E, 177.92 feet; Thence S74°54'11"E, 188.49 feet; Thence S80°04'49"E, 281.45 feet;

Thence S86°10'19"E, 189.69 feet; Thence N86°49'14"E, 749.68 feet; Thence N66°49'17"E, 172.10 feet; Thence N87°23'35"E, 271.81 feet; Thence S70°19'06"E, 405.83 feet; Thence S83°21'46"E, 450.94 feet; Thence S89°15'01"E, 809.29 feet; Thence S04°41'44"E, 126.82 feet; Thence N84°22'24"E, 429.34 feet; Thence S86°51'02"E, 600.90 feet to the east line of said Southwest Quarter of the Northwest Quarter of Section 29; Thence along said east line, S03°12'38"W, 278.37 feet to the Point of Beginning, containing 44.58 acres, more or less.

AND

Part of Government Lot 1 of the Northwest Quarter of Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Government Lot 1; Thence along the west line of said Government Lot 1, S03°47'08"W, 707.53 feet to the centerline of Howard Hill Road; Thence along said centerline the following courses: 90.59 feet along the arc of a curve to the right, said curve having a radius of 925.68 feet and being subtended by a chord of N74°59'53"E, 90.56 feet; N79°10'39"E, 83.08 feet; N81°15'44"E, 87.49 feet; N82°27'45"E, 241.28 feet to the Point of Beginning; Thence continuing along said centerline the following courses: 311.05 feet along the arc of a curve to the left, said curve having a radius of 525.19 feet and being subtended by a chord of N65°40'48"E, 306.53 feet; N48°48'01"E, 192.94 feet; N47°49'44"E, 117.55 feet; Thence leaving said centerline, S41°50'26"E, 292.22 feet; Thence S59°07'23"W, 435.81 feet; Thence S72°42'46"W, 145.91 feet; Thence S81°43'08"W, 169.21 feet; Thence N08°16'52"W, 178.71 feet to the Point of Beginning, containing 3.59 acres, more or less.

CONTAINING IN THE AGGREGATE, 48.17 ACRES, MORE OR LESS.

From Extra Territorial Jurisdiction Low Density Residential to Commercial Neighborhood

Part of Government Lot 1 of the Northwest Quarter, and part of the Northwest Quarter of the Northeast Quarter, all in Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Government Lot 1; Thence along the west line of said Government Lot 1, S03°47'08"W, 707.53 feet to the centerline of Howard Hill Road; Thence along said centerline the following courses: 90.59 feet along the arc of a curve to the right, said curve having a radius of 925.68 feet and being subtended by a chord of

N74°59'53"E, 90.56 feet; N79°10'39"E, 83.08 feet; N81°15'44"E, 87.49 feet; N82°27'45"E, 241.28 feet; 311.05 feet along the arc of a curve to the left, said curve having a radius of 525.19 feet and being subtended by a chord of N65°40'48"E, 306.53 feet; N48°48'01"E, 192.94 feet; N47°49'44"E, 117.55 feet to the Point of Beginning; Thence continuing along said centerline N47°49'44"E, 89.88 feet; Thence along the proposed centerline, 333.81 feet along the arc of a curve to the right, said curve having a radius of 700.00 feet and being subtended by a chord of N61°29'25"E, 330.65 feet to the centerline of Rye Hill Road South; Thence along said centerline of Rye Hill Road South, S20°29'40"E, 304.56 feet; Thence leaving said centerline, S60°44'54"W, 308.17 feet; Thence N41°50'26"W, 292.22 feet to the Point of Beginning, containing 2.63 acres, more or less.

more commonly known as 12905 Rye Hill Road (Middleton Farms).

SECTION 2: The hereinafter described property is hereby rezoned from Extra Territorial Jurisdiction Open-1 (ETJ O-1) to RS-3 by Extension and to RS-4, RS-5, RM-3, RSD-3 and Commercial-2 by Classification, subject to a development plan for the Commercial-2 site being submitted and reviewed by the Planning Commission prior to the issuance of a building permit.

From Extra Territorial Jurisdiction Open-1 (ETJ O-1) to RS-3

Part of Government Lot 1 of the Northwest Quarter, part of the Northwest Quarter of the Northeast Quarter, part of the Northeast Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter, and part of the Southwest Quarter of the Northeast Quarter, all in Section 30, Township 7 North, Range 31 West, and part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the Northwest Corner of said Northwest Quarter of the Northeast Quarter of Section 30; Thence along the north line of said Northwest Quarter of the Northeast Quarter, S86°08'44"E, 1329.23 feet to the Northeast Corner of said Northwest Quarter of the Northeast Quarter; Thence along the north line of said Northeast Quarter of the Northeast Quarter, S86°41'44"E, 1278.32 feet; Thence leaving said north line, S02°50'40"W, 242.43 feet; Thence S15°45'30"W, 72.53 feet; Thence S36°00'08"W, 287.25 feet; Thence S21°55'32"W, 649.40 feet; Thence 97.17 feet along the arc of a curve to the right, said curve having a radius

of 200.00 feet and being subtended by a chord of S54°59'11"E, 96.22 feet; Thence S37°05'56"E, 223.07 feet; Thence 32.36 feet along the arc of a curve to the right, said curve having a radius of 499.95 feet and being subtended by a chord of S35°07'20"E, 32.36 feet; Thence 76.84 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet and being subtended by a chord of S28°51'54"E, 76.77 feet; Thence S24°27'44"E, 96.17 feet; Thence 283.91 feet along the arc of a curve to the right, said curve having a radius of 1000.00 feet and being subtended by a chord of N73°40'17"E, 282.96 feet; Thence N81°48'17"E, 122.01 feet; Thence S11°04'40"E, 125.15 feet; Thence S76°36'09"E, 226.09 feet; Thence S72°46'06"E, 150.61 feet; Thence S76°27'31"E, 215.60 feet; Thence S84°11'19"E, 156.48 feet; Thence S66°38'11"E, 123.84 feet; Thence S88°32'08"E, 135.73 feet to the east line of said Southwest Quarter of the Northwest Quarter of Section 29; Thence along said east line, S03°12'38"W, 659.65 feet; Thence leaving said east line, N86°51'02"W, 600.90 feet; Thence S84°22'24"W, 429.34 feet; Thence N04°41'44"W, 126.82 feet; Thence N89°15'01"W, 809.29 feet; Thence N83°21'46"W, 450.94 feet; Thence N70°19'06"W, 405.83 feet; Thence S87°23'35"W, 231.63 feet; Thence N27°29'13"W, 487.39 feet; Thence S62°21'57"W, 209.19 feet; Thence S69°57'26"W, 159.64 feet; Thence S76°54'10"W, 139.91 feet; Thence S82°25'32"W, 135.34 feet; Thence S88°31'35"W, 145.62 feet; Thence N85°06'33"W, 147.48 feet; Thence N78°51'01"W, 140.75 feet; Thence N72°48'41"W, 137.38 feet; Thence N66°35'12"W, 149.29 feet; Thence N60°28'01"W, 151.39 feet; Thence N50°14'24"W, 138.64 feet; Thence N38°41'03"W, 322.78 feet; Thence S78°12'13"W, 386.86 feet to the west line of said Government Lot 1 of the Northwest Quarter of Section 30; Thence along said west line, N03°03'47"E, 294.59 feet; Thence continuing along said west line, N03°47'08"E, 1363.07 feet to the Northwest Corner of said Government Lot 1; Thence along the north line of said Government Lot 1, S88°18'29"E, 1307.33 feet; Thence S88°18'29"E, 18.01 feet to the Point of Beginning, containing 206.02 acres, more or less.

LESS AND EXCEPT

Part of the Northwest Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, and part of Government Lot 1 of the Northwest Quarter, all in Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter of the Northeast Quarter; Thence along the west line of said Northwest Quarter of the Northeast Quarter, S02°35'45"W, 47.95 feet to the centerline of Rye Hill Road South; Thence along said centerline, S20°29'40"E, 288.19 feet; Thence continuing along said centerline, S19°54'00"E, 258.72 feet to

the Point of Beginning; Thence continuing along said centerline, S19°49'55"E, 1163.85 feet; Thence leaving said centerline, S68°22'57"W, 247.05 feet; Thence 270.94 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet and being subtended by a chord of S83°54'22"W, 267.63 feet; Thence N81°04'17"W, 279.42 feet; Thence 115.10 feet along the arc of a curve to the right, said curve having a radius of 300.00 feet and being subtended by a chord of N71°22'46"W, 114.40 feet; Thence N60°23'16"W, 170.71 feet; Thence N29°36'44"E, 52.51 feet; Thence 121.47 feet along the arc of a curve to the left, said curve having a radius of 200.00 feet and being subtended by a chord of N09°20'17"E, 119.61 feet; Thence N08°03'41"W, 232.23 feet; Thence 80.00 feet along the arc of a curve to the left, said curve having a radius of 1000.00 feet and being subtended by a chord of N10°21'12"W, 79.98 feet; Thence N12°38'43"W, 164.82 feet; Thence 300.00 feet along the arc of a curve to the left, said curve having a radius of 600.00 feet and being subtended by a chord of N63°01'50"E, 296.89 feet; Thence N48°42'22"E, 253.67 feet; Thence 185.26 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet and being subtended by a chord of N59°19'14"E, 184.20 feet; Thence N70°10'05"E, 61.51 feet to the Point of Beginning, containing 19.44 acres, more or less.

ALSO LESS AND EXCEPT

Part of Government Lot 1 of the Northwest Quarter, and part of the Northwest Quarter of the Northeast Quarter, all in Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Government Lot 1; Thence along the west line of said Government Lot 1, S03°47'08"W, 707.53 feet to the centerline of Howard Hill Road; Thence along said centerline the following courses: 90.59 feet along the arc of a curve to the right, said curve having a radius of 925.68 feet and being subtended by a chord of N74°59'53"E, 90.56 feet; N79°10'39"E, 83.08 feet; N81°15'44"E, 87.49 feet; N82°27'45"E, 241.28 feet to the Point of Beginning; Thence continuing along said centerline the following courses: 311.05 feet along the arc of a curve to the left, said curve having a radius of 525.19 feet and being subtended by a chord of N65°40'48"E, 306.53 feet; N48°48'01"E, 192.94 feet; N47°49'44"E, 207.43 feet; 333.81 feet along the arc of a curve to the right, said curve having a radius of 700.00 feet and being subtended by a chord of N61°29'25"E, 330.65 feet to the centerline of Rye Hill Road South; Thence along said centerline of Rye Hill Road South, S20°29'40"E, 304.56 feet; Thence leaving said centerline, S60°44'54"W, 308.17 feet; Thence S59°07'23"W, 435.81 feet; Thence S72°42'46"W, 145.91 feet; Thence S81°43'08"W, 169.21 feet; Thence

N08°16'52"W, 178.71 feet to the Point of Beginning, containing 6.22 acres, more or less.

CONTAINING A NET AREA OF 180.36 ACRES, MORE OR LESS.

From Extra Territorial Jurisdiction Open-1 (ETJ O-1) to RS-4

Part of Government Lot 1 of the Northwest Quarter, and part of the Southwest Quarter of the Northeast Quarter, all in Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of said Government Lot 1; Thence along the west line of said Government Lot 1, N03°03'47"E, 765.37 feet to the Point of Beginning; Thence continuing along said west line, N03°03'47"E, 260.00 feet; Thence leaving said west line, N78°12'13"E, 386.86 feet; Thence S38°41'03"E, 322.78 feet; Thence S50°14'24"E, 138.64 feet; Thence S60°28'01"E, 151.39 feet; Thence S66°35'12"E, 149.29 feet; Thence S72°48'41"E, 137.38 feet; Thence S78°51'01"E, 140.75 feet; Thence S85°06'33"E, 147.48 feet; Thence N88°31'35"E, 145.62 feet; Thence N82°25'32"E, 135.34 feet; Thence N76°54'10"E, 139.91 feet; Thence N69°57'26"E, 159.64 feet; Thence N62°21'57"E, 209.19 feet to the centerline of Rye Hill Road South; Thence along said centerline, S27°29'13"E, 487.39 feet; Thence leaving said centerline, S87°23'35"W, 40.18 feet; Thence S66°49'17"W, 172.10 feet; Thence S86°49'14"W, 749.68 feet; Thence N86°10'19"W, 189.69 feet; Thence N80°04'49"W, 281.45 feet; Thence N74°54'11"W, 188.49 feet; Thence N64°07'09"W, 177.92 feet; Thence N58°21'53"W, 244.95 feet; Thence N38°16'52"W, 314.77 feet; Thence S87°32'29"W, 203.36 feet to the Point of Beginning, containing 20.10 acres, more or less.

AND

The Northwest Quarter of the Northwest Quarter, and part of the Southwest Quarter of the Northwest Quarter, all in Section 29, Township 7 North, Range 31 West, Part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Northeast Quarter all in Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the Northeast Corner of said Northwest Quarter of the Northwest Quarter of Section 29; Thence along the east line of said Northwest Quarter of the Northwest Quarter, S03°34'55"W, 1343.45 feet to the Southeast Corner of said Northwest Quarter of the Northwest Quarter; Thence along the east line of said Southwest Quarter of the

Northwest Quarter of Section 29, S03°12'38"W, 384.68 feet; Thence leaving said east line, N88°32'08"W, 135.73 feet; Thence N66°38'11"W, 123.84 feet; Thence N84°11'19"W, 156.48 feet; Thence N76°27'31"W, 215.60 feet; Thence N72°46'06"W, 150.61 feet; Thence N76°36'09"W, 226.09 feet; Thence N11°04'40"W, 125.15 feet; Thence S81°48'17"W, 122.01 feet; Thence 283.91 feet along the arc of a curve to the left, said curve having a radius of 1000.00 feet and being subtended by a chord of S73°40'17"W, 282.96 feet; Thence N24°27'44"W, 96.17 feet; Thence 76.84 feet along the arc of a curve to the left, said curve having a radius of 500.00 feet and being subtended by a chord of N28°51'54"W, 76.77 feet; Thence 32.36 feet along the arc of a curve to the left, said curve having a radius of 499.95 feet and being subtended by a chord of N35°07'20"W, 32.36 feet; Thence N37°05'56"W, 223.07 feet; Thence 97.17 feet along the arc of a curve to the left, said curve having a radius of 200.00 feet and being subtended by a chord of N54°59'11"W, 96.22 feet; Thence N21°55'32"E, 649.40 feet; Thence N36°00'08"E, 287.25 feet; Thence N15°45'30"E, 72.53 feet; Thence N02°50'40"E, 242.43 feet to the north line of said Northeast Quarter of the Northeast Quarter of Section 30; Thence along said north line of the Northeast Quarter of the Northeast Quarter of Section 30, S86°41'44"E, 43.22 feet to the Northeast Corner of said Northeast Quarter of the Northeast Quarter of Section 30; Thence along the north line of said Northwest Quarter of the Northwest Quarter of Section 29, S86°44'04"E, 1325.07 feet to the Point of Beginning, containing 56.49 acres, more or less.

CONTAINING IN THE AGGREGATE, 76.59 ACRES, MORE OR LESS.

From Extra Territorial Jurisdiction Open-1 (ETJ O-1) to RS-5

Part of the Northwest Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, and part of Government Lot 1 of the Northwest Quarter, all in Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter of the Northeast Quarter; Thence along the west line of said Northwest Quarter of the Northeast Quarter, S02°35'45"W, 47.95 feet to the centerline of Rye Hill Road South; Thence along said centerline, S20°29'40"E, 288.19 feet; Thence continuing along said centerline, S19°54'00"E, 258.72 feet to the Point of Beginning; Thence continuing along said centerline, S19°49'55"E, 1163.85 feet; Thence leaving said centerline, S68°22'57"W, 247.05 feet; Thence 270.94 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet and being subtended by a chord of S83°54'22"W, 267.63 feet; Thence N81°04'17"W, 279.42 feet; Thence 115.10 feet along the arc of a curve to the right, said curve having a radius

of 300.00 feet and being subtended by a chord of N71°22'46"W, 114.40 feet; Thence N60°23'16"W, 170.71 feet; Thence N29°36'44"E, 52.51 feet; Thence 121.47 feet along the arc of a curve to the left, said curve having a radius of 200.00 feet and being subtended by a chord of N09°20'17"E, 119.61 feet; Thence N08°03'41"W, 232.23 feet; Thence 80.00 feet along the arc of a curve to the left, said curve having a radius of 1000.00 feet and being subtended by a chord of N10°21'12"W, 79.98 feet; Thence N12°38'43"W, 164.82 feet; Thence 300.00 feet along the arc of a curve to the left, said curve having a radius of 600.00 feet and being subtended by a chord of N63°01'50"E, 296.89 feet; Thence N48°42'22"E, 253.67 feet; Thence 185.26 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet and being subtended by a chord of N59°19'14"E, 184.20 feet; Thence N70°10'05"E, 61.51 feet to the Point of Beginning, containing 19.44 acres, more or less.

From Extra Territorial Jurisdiction Open-1 (ETJ O-1) to RM-3

Part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 7 North, Range 31 West, Part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, and part of Government Lot 1 of the Northwest Quarter, all in Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the Southeast Corner of said Southwest Quarter of the Northwest Quarter of Section 29; Thence along the south line of said Southwest Quarter of the Northwest Quarter, N87°13'02"W, 1326.33 feet to the Southwest Corner of said Southwest Quarter of the Northwest Quarter; Thence along the south lines of said Southeast Quarter of the Northeast Quarter of Section 30, said Southwest Quarter of the Northeast Quarter of Section 30, and said Government Lot 1 of the Northwest Quarter of Section 30, N87°07'50"W, 3975.99 feet to the Southwest Corner of said Government Lot 1; Thence along the west line of said Government Lot 1, N03°03'47"E, 765.37 feet; Thence leaving said west line, N87°32'29"E, 203.36 feet; Thence S38°16'52"E, 314.77 feet; Thence S58°21'53"E, 244.95 feet; Thence S64°07'09"E, 177.92 feet; Thence S74°54'11"E, 188.49 feet; Thence S80°04'49"E, 281.45 feet; Thence S86°10'19"E, 189.69 feet; Thence N86°49'14"E, 749.68 feet; Thence N66°49'17"E, 172.10 feet; Thence N87°23'35"E, 271.81 feet; Thence S70°19'06"E, 405.83 feet; Thence S83°21'46"E, 450.94 feet; Thence S89°15'01"E, 809.29 feet; Thence S04°41'44"E, 126.82 feet; Thence N84°22'24"E, 429.34 feet; Thence S86°51'02"E, 600.90 feet to the east line of said Southwest Quarter of the Northwest Quarter of Section 29; Thence along said east line, S03°12'38"W, 278.37 feet to the Point of Beginning, containing 44.58 acres, more or less.

From Extra Territorial Jurisdiction Open-1 (ETJ O-1) to RSD-3

Part of Government Lot 1 of the Northwest Quarter of Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Government Lot 1; Thence along the west line of said Government Lot 1, S03°47'08"W, 707.53 feet to the centerline of Howard Hill Road; Thence along said centerline the following courses: 90.59 feet along the arc of a curve to the right, said curve having a radius of 925.68 feet and being subtended by a chord of N74°59'53"E, 90.56 feet; N79°10'39"E, 83.08 feet; N81°15'44"E, 87.49 feet; N82°27'45"E, 241.28 feet to the Point of Beginning; Thence continuing along said centerline the following courses: 311.05 feet along the arc of a curve to the left, said curve having a radius of 525.19 feet and being subtended by a chord of N65°40'48"E, 306.53 feet; N48°48'01"E, 192.94 feet; N47°49'44"E, 117.55 feet; Thence leaving said centerline, S41°50'26"E, 292.22 feet; Thence S59°07'23"W, 435.81 feet; Thence S72°42'46"W, 145.91 feet; Thence S81°43'08"W, 169.21 feet; Thence N08°16'52"W, 178.71 feet to the Point of Beginning, containing 3.59 acres, more or less.

From Extra Territorial Jurisdiction Open-1 (ETJ O-1) to Commercial-2

Part of Government Lot 1 of the Northwest Quarter, and part of the Northwest Quarter of the Northeast Quarter, all in Section 30, Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Government Lot 1; Thence along the west line of said Government Lot 1, S03°47'08"W, 707.53 feet to the centerline of Howard Hill Road; Thence along said centerline the following courses: 90.59 feet along the arc of a curve to the right, said curve having a radius of 925.68 feet and being subtended by a chord of N74°59'53"E, 90.56 feet; N79°10'39"E, 83.08 feet; N81°15'44"E, 87.49 feet; N82°27'45"E, 241.28 feet; 311.05 feet along the arc of a curve to the left, said curve having a radius of 525.19 feet and being subtended by a chord of N65°40'48"E, 306.53 feet; N48°48'01"E, 192.94 feet; N47°49'44"E, 117.55 feet to the Point of Beginning; Thence continuing along said centerline N47°49'44"E, 89.88 feet; Thence along the proposed centerline, 333.81 feet along the arc of a curve to the right, said curve having a radius of 700.00 feet and being subtended by a chord of N61°29'25"E, 330.65 feet to the centerline of Rye Hill Road South; Thence along said centerline of Rye Hill Road South, S20°29'40"E, 304.56 feet; Thence leaving said centerline, S60°44'54"W, 308.17 feet;

Thence N41°50'26"W, 292.22 feet to the Point of Beginning, containing 2.63 acres, more or less.

more commonly known as 12905 Rye Hill Road (Middleton Farms).

The zoning map of the City of Fort Smith is hereby amended to reflect said rezonings subject to the following:

- A development plan being submitted for the Commercial-2 and RSD-3 sites and reviewed by the Planning Commission prior to the issuance of a building permit.
- The Commercial-2 site shall be developed in accordance with the Fort Smith's design standards in effect at the time of development, as well as the developer's proposed development standards. (see Exhibit A)

PASSED AND APPROVED THIS _____ DAY OF MARCH, 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

AGENDA ~Summary~

FORT SMITH BOARD OF DIRECTORS REGULAR MEETING

March 15, 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

- Moment of silence in honor of former mayor, Ray Baker

PLEDGE OF ALLEGIANCE

ROLL CALL

All present

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)

*Information available by viewing rebroadcast of the meeting on City Access Channel 6 or
City website*

APPROVE MINUTES OF THE MARCH 1, 2011 REGULAR MEETING

Unanimously approved as written

ITEMS OF BUSINESS:

1. Presentation: Central Business Improvements District to present check to City of Fort Smith Parks Department (\$4,238.93)
2. Items relative to animal control regulations
 - A. Ordinance amending Chapter 4, Article V, of the Fort Smith Municipal Code regulating animals to establish regulations for tethering dogs
Approved 5 in favor, 2 opposed (Hutchings & Settle) as amended to correct a grammatical error / Ordinance No. 20-11

- B. Ordinance amending Chapter 4, Article I, of the Fort Smith Municipal Code regulating animals, establishing mandatory registration, spay and neuter regulations, and hobbyist permit for dogs and cats
Approved 4 in favor, 3 opposed (Hutchings, Catsavis & Settle) / due to not receiving 5 affirmative votes to suspend with the full reading as required, the ordinance was read in its entirety for its first reading. The second reading will occur at the April 5, 2011 regular meeting.
 - C. Ordinance amending Chapter 4, Article I, of the Fort Smith Municipal Code to establish an Animal Services Advisory Board
Approved 5 in favor, 2 opposed (Hutchings & Settle) / Ordinance No. 21-11
 - D. Ordinance amending Chapter 4, Article I, Section 4-1 of the Fort Smith Municipal Code regulating animals
Approved 4 in favor, 3 opposed (Hutchings, Catsavis & Settle) / due to not receiving 5 affirmative votes to suspend with the full reading as required, the ordinance was read in its entirety for its first reading. The second reading will occur at the April 5, 2011 regular meeting.
3. Ordinance ordering the owners of certain dilapidated and substandard structures to demolish same, authorizing the City Administrator to cause the demolition of such structures to occur, and for other purposes (912 North 13th Street)
Approved 7 in favor, 0 opposed / Ordinance No. 22-11
4. Consent Agenda
- A. Resolution authorizing a time extension for the construction of Street Overlays/Reconstruction, Project No. 10-03-A
Approved 7 in favor, 0 opposed / Resolution No. R-48-11
 - B. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays/Reconstruction, Project No. 10-03-A (\$17,527.58)
Approved 7 in favor, 0 opposed / Resolution No. R-49-11
 - C. Resolution supporting the application of Mitsubishi Power Systems, Inc. to become a foreign trade zone subzone
Approved 7 in favor, 0 opposed / Resolution No. R-50-11
 - D. Resolution authorizing the purchase of a concrete mixer truck (\$132,575.91)
Approved 7 in favor, 0 opposed / Resolution No. R-51-11

- E. Ordinance declaring an exceptional situation and waiving the requirements for competitive bidding for the “LED” signal lens replacement and maintenance and authorizing the Mayor to execute agreement with the Arkansas State Highway and Transportation Department (\$184,685)
Withdrawn
- F. Resolution authorizing the execution of a Memorandum of Understanding between the City of Fort Smith, Arkansas and the City of Charleston, Arkansas concerning mobile data support
Approved 7 in favor, 0 opposed / Resolution No. R-52-11
- G. Resolution authorizing the Mayor to enter into a Memorandum of Understanding with the United States Department of Energy, National Nuclear Security Administration and Office of Secure Transportation for the use of Fort Smith Transit property at 6821 Jenny Lind to conduct drive training using semi tractor trailers
Approved 7 in favor, 0 opposed / Resolution No. R-53-11
- H. Ordinance declaring an exceptional situation and waiving the requirements for competitive bidding for the lease purchase of radio communication equipment and authorizing the Mayor and City Administrator to negotiate and execute all necessary lease documents regarding said agreement
Approved 6 in favor, 1 opposed (Catsavis) / Ordinance No. 23-11
- I. Resolution authorizing partial payment to Crossland Heavy Contractors, Inc. for construction of the Lake Fort Smith Water Treatment Plant – Contract 3 (\$1,048,524.38)
Approved 7 in favor, 0 opposed / Resolution No. R-54-11
- J. Resolution authorizing the Mayor to execute Authorization Number Two with Camp Dresser & McKee, Inc. for providing engineering services associated with the Mill Creek Wastewater Pump Station Wet Weather Improvements (\$459,100.00)
Approved 7 in favor, 0 opposed / Resolution No. R-55-11
- K. Resolution authorizing the City Administrator to accept offer made by property owner for the acquisition of real property interests for the Lake Fort Smith Water Supply (\$165,000.00)
Approved 7 in favor, 0 opposed / Resolution No. R-56-11

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

- A. Mayor
- B. Directors

C. City Administrator

Information available by viewing rebroadcast of the meeting on City Access Channel 6 or City website

EXECUTIVE SESSION

- Appointments: **ADVERTISING AND PROMOTION COMMISSION**
Tom J. Caladera (reappointed)
Ronnie Townsend (reappointed)
Terms expires December 21, 2014

CIVIL SERVICE COMMISSION
Sister Judith Marie Keith (reappointed)
Marty Shell
Terms expires March 31, 2017

ELECTRIC CODE APPEALS BOARD
Frank Glidewell (reappointed)
Tommy Hill
Terms expires March 31, 2016

PLANNING COMMISSION
Mike Lorenz (reappointed)
Thomas E. Howard
Vicki Newton
Terms expires April 30, 2014

- 5. Ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map (*Master Land Use Plan – Extra Territorial Jurisdiction Low Density Residential to Residential Detached, Residential Attached and Commercial Neighborhood; Rezoning – Extra Territorial Jurisdiction Open-1 (ETJ O-1) to RS-3 by extension; RS-4, RS-5, RM-3, RSD-3 and Commercial-2 by classification / 12905 Rye Hill Road, Middleton Farms*) ~ Tabled at February 3, 2011 regular meeting; First reading at the February 15, 2011 regular meeting, Second reading at the March 1, 2011 regular meeting ~ ** Third and final reading **
Defeated 3 in favor, 3 opposed (Tyler, Good & Catsavis), 1 abstention (Weber)

CITIZENS FORUM ~ presentation of information by citizen ~ 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)

Information available by viewing rebroadcast of the meeting on City Access Channel 6 or City website

ADJOURN

MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING

TUESDAY ~ MARCH 15, 2011 ~ 6:00 P.M.

FORT SMITH PUBLIC SCHOOLS SERVICE CENTER

The meeting was called to order by Mayor Sandy Sanders, presiding. Invocation was given by Director Don Hutchings, followed by a moment of silence in honor of former mayor Ray Baker, and the Pledge of Allegiance. On roll call the following members of the Board were present: Directors Steve Tyler, Andre' Good, Don Hutchings, George Catsavis, Pam Weber, Kevin Settle and Phillip H. Merry, Jr. The Mayor declared a quorum present.

The Mayor inquired if any Board member had any item of business to present that was not already on the agenda. There was none presented.

The minutes of the March 1, 2011 regular meeting were presented for approval. Settle, seconded by Tyler, moved approval of the minutes as written. The members all voting aye, the Mayor declared the motion carried.

Item No. 1 was a check presentation by Jayne Hughes, Downtown Development Coordinator, and Richard Griffin, Chairman of the Central Business Improvement District (CBID) to the Fort Smith Parks and Recreation Department. The CBID created a supporting fund to cover any loss experienced by the City of Fort Smith to operate The Park at West End; therefore, a check in the amount of \$4,238.93 was presented to Mike Alsup, Director of Parks and Recreation.

Item No. 2 consisted of the following items:

- A. Ordinance amending Chapter 4, Article V of the Fort Smith Municipal Code regulating animals to establish regulations for tethering dogs

March 15, 2011 Regular Meeting

- B. Ordinance amending Chapter 4, Article I of the Fort Smith Municipal Code regulating animals, establishing mandatory registration, spay and neuter regulations, and hobbyist permit for dogs and cats
- C. Ordinance amending Chapter 4, Article I of the Fort Smith Municipal Code to establish an Animal Services Advisory Board
- D. Ordinance amending Chapter 4, Article I, Section 4-1 of the Fort Smith Municipal Code regulating animals

Police Chief Kevin Lindsey briefed the Board on the items as discussed at multiple, recent study sessions advising Item No. 2A restricts residents from tethering a dog to a stationary object as a permanent means of containment.

Item No. 2B requires the annual registration of dogs and cats with a \$5 annual or \$10 lifetime registration fee per animal. Such includes an allowance for persons over the age of 65 to register up to two (2) pets without cost. The proposed ordinance also requires mandatory spay/neuter for dogs and cats; however, such includes certain exemptions for pet owners who wish to maintain the reproductive capability of their animals if they provide documentation from a licensed veterinarian that the animal is unfit for spay/neuter for health reasons; the animal is being trained and used for law enforcement activities, search and rescue operations or services animals; or if they obtain a hobbyist permit. The hobbyist permit, which requires a \$25.00 non-refundable application fee, will allow an animal to remain intact provided the animal is registered with a nationally recognized club or organization and has competed in at least one (1) dog show or sporting competition within the last twelve (12) months. Said permit may also be issued to those who maintain a valid Arkansas hunting license. Upon approval, the ordinance will become effective January 1, 2012.

March 15, 2011 Regular Meeting

Item No. 2C proposes creation of an Animal Services Advisory Board, who will promote collaboration between the City of Fort Smith and private citizens, institutions and agencies interested in animal welfare, foster and assist in the development of animal welfare programs, oversee requests for financial assistance for low-cost spay/neuter, etc. Upon approval, the Animal Services Advisory Board will not be responsible for overseeing the day to day operations of the Animal Control Division of the Fort Smith Police Department.

Item No. 2D merely amends the existing definitions to accommodate approval of Items No. 2A, 2B and 2C.

The following individuals were present to address the Board:

- JoAnn Barton, Executive Director
Sebastian County Humane Society (SCHS)

Re: Spoke in favor of the proposed ordinances citing approximately 7,000 animals are accepted yearly into the SCHS with 66% coming from Fort Smith. She conveyed much confidence the proposed ordinances will help control the over-population of pets, further public safety and better overall animal welfare in Fort Smith.

- Jenny Chaffey
11000 Maple Park Drive

Re: Spoke in favor of Item No. 2A and advised of the negative effects on dogs as a result of tethering.

- Anna Linder
1122 North 15th Street

Re: Conveyed much opposition to prohibiting tethering of dogs advising such is the only option to ensure her dogs do not 'escape' and run at large. She alleged her dogs are well taken care of and welcomed an evaluation of her dogs welfare, and requested her case be addressed individually.

March 15, 2011 Regular Meeting

- Chris Ashworth, DVM
3400 Glen Flora Way

Re: Spoke in opposition to Item No. 2B as presented and recommended the ordinance more clearly identify how the fees will be utilized. He also expressed concern with regard to Freedom of Information Act (FOIA) requests citing the potential risk for the availability of a pet owners *personal information*.

- Dora Gulley
6411 Fresno Street

Re: Conveyed opposition to mandatory spay/neuter citing it should be the right of the pet owner and a not a requirement of the City.

Director Good inquired as to why the current 'leash law' does not address existing issues and questioned if the proposed ordinances will be "tough to enforce".

Chief Lindsey advised enforcement of the leash law is difficult to prosecute due to the inability to witness an alleged violation, but such does not address over-population. With regard to enforcement and upon approval of the proposed ordinances, the Police Department will enforce as best they can.

Director Settle expressed concern with multiple issues conveyed by the above noted individuals and noted he has received numerous calls alleging the ordinances will not be effective. He recommended possible amendments to the existing Municipal Code regarding the leash law and vicious animals, and further recommended the proposed ordinances either be tabled for additional review or defeated in their entirety.

Directors Merry and Weber both spoke in favor of the proposed ordinances citing such is a proactive approach to ensure responsible pet ownership and to assure the proper welfare of all dogs and cats in the City of Fort Smith.

March 15, 2011 Regular Meeting

Weber, seconded by Merry, moved adoption of Item No. 2A as amended to correct a grammatical error on the time a trolley system may be utilized (6:00 a.m. to 8:00 p.m.). The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members voted as follows: ayes - Tyler, Good, Catsavis, Weber and Merry; nays - Hutchings and Settle. The Mayor declared the motion carried and the ordinance was adopted and given No. 20-11.

Weber, seconded by Good, moved adoption of Item No. 2B. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members voted as follows: ayes - Tyler, Good, Weber and Merry; nays - Hutchings, Catsavis and Settle. The Mayor declared the motion carried, but did not receive five (5) affirmative votes required for passage on its first reading; therefore, he entertained a motion solely to suspend the rule to allow the three (3) full readings to be by caption and for the readings to occur on the same date. Weber, seconded by Merry, moved to suspend the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The members voted as follows: ayes - Tyler, Good, Weber and Merry; nays - Hutchings, Catsavis and Settle. The Mayor advised the motion did not obtain the five (5) affirmative votes required to suspend the readings; therefore, the City Clerk read the ordinance in its entirety for its first reading. Mayor Sanders announced the ordinance would be placed on the April 5, 2011 regular meeting agenda for its second reading.

March 15, 2011 Regular Meeting

Tyler, seconded by Merry, moved adoption of Item No. 2C. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members voted as follows: ayes - Tyler, Good, Catsavis, Weber and Merry; nays - Hutchings and Settle. The Mayor declared the motion carried and the ordinance was adopted and given No. 21-11.

Weber, seconded by Good, moved adoption of Item No. 2D. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members voted as follows: ayes - Tyler, Good, Weber and Merry; nays - Hutchings, Catsavis and Settle. The Mayor declared the motion carried, but did not receive five (5) affirmative votes required for passage on its first reading; therefore, he entertained a motion solely to suspend the readings to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. Merry, seconded by Tyler, moved to suspend the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The members voted as follows: ayes - Tyler, Good, Weber and Merry; nays - Hutchings, Catsavis and Settle. The Mayor advised the motion did not obtain the five (5) affirmative votes for passage on its first reading; therefore, the City Clerk read the ordinance in its entirety for its first reading. Mayor Sanders announced the ordinance would be placed on the April 5, 2011 regular meeting agenda for its second reading.

Item No. 3 was an ordinance ordering the owners of certain dilapidated and

March 15, 2011 Regular Meeting

substandard structures to demolish same, authorizing the City Administrator to cause the demolition of such structures to occur, and for other purposes (912 North 13th Street)

City Administrator Ray Gosack briefed the Board on the item advising the structure has been determined to be unsafe and detrimental to the public welfare; therefore, he recommended approval.

Director Settle inquired if demolition can be expedited on the structure.

Administrator Gosack advised the bidding process must be followed which allows approximately thirty (30) days for the owner to demolition the structure.

Building Official Jimmie Deer advised the property owner, Mr. Danny Hearne, has indicated his desire to demolish the structure, rather than the City; however, Mr. Deer recommended approval of the ordinance to ensure demolition occurs in a timely manner.

The following individual was present to address the Board:

- Danny Hearne
1203 North 14th Street

Re: Advised of his intent to demolish the structure and alleged he's already hired a contractor, who has indicated demolition will be initiated within a few days.

Tyler, seconded by Catsavis, moved adoption of the ordinance. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members all voting affirmatively, the Mayor declared the motion carried. Settle, seconded by Weber, moved adoption of Section 5 the emergency clause. The members all voting affirmatively, the Mayor declared the motion carried and the ordinance and emergency clause were adopted and given No. 22-11.

March 15, 2011 Regular Meeting

The Consent Agenda (Item No. 4) was introduced for consideration, the items being as follows:

- A. Resolution authorizing a time extension for the construction of Street Overlays/Reconstruction, Project No. 10-03-A
- B. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays/Reconstruction, Project No. 10-03-A (\$17,527.58)
- C. Resolution supporting the application of Mitsubishi Power Systems, Inc. to become a foreign trade zone subzone
- D. Resolution authorizing the purchase of a concrete mixer truck (\$132,575.91)
- E. Ordinance declaring an exceptional situation and waiving the requirements for competitive bidding for the "LED" signal lens replacement and maintenance, and authorizing the Mayor to execute agreement with the Arkansas State Highway and Transportation Department (\$184,685.00)
- F. Resolution authorizing the execution of a Memorandum of Understanding between the City of Fort Smith, Arkansas and the City of Charleston, Arkansas concerning mobile data support
- G. Resolution authorizing the Mayor to enter into a Memorandum of Understanding with the United States Department of Energy, National Nuclear Security Administration and Office of Secure Transportation for the use of Fort Smith Transit property at 6821 Jenny Lind to conduct drive training using semi-tractor trailers
- H. Ordinance declaring an exceptional situation and waiving the requirements for competitive bidding for the lease purchase of radio communication equipment and authorizing the Mayor and City Administrator to negotiate and execute all necessary lease documents regarding said agreement
- I. Resolution authorizing partial payment to Crossland Heavy Contractors, Inc. for construction of the Lake Fort Smith Water Treatment Plan - Contract 3 (\$1,048,524.38)

March 15, 2011 Regular Meeting

- J. Resolution authorizing the Mayor to execute Authorization Number Two with Camp Dresser & McKee, Inc. for providing engineering services associated with the Mill Creek Wastewater Pump Station Wet Weather Improvements (\$459,100.00)
- K. Resolution authorizing the City Administrator to accept offer made by property owner for the acquisition of real property interests for the Lake Fort Smith Water Supply (\$165,000.00)

Regarding Item No. 4E, Mayor Sanders advised the item had been withdrawn and will not be considered.

With regard to Item No. 4H, Director of Sanitation Baridi Nkokheli advised that although the ordinance was not affected, the associated agreement had been revised.

Regarding Item No. 4D, Director Catsavis questioned if a larger truck would be more efficient and if the current truck could be refurbished for continued use.

Director of Operations Bob Wright advised the current size truck is sufficient and advised it would be financially unfeasible to refurbish the existing truck.

With regard to Item No. 4G, Director Good requested a brief explanation.

Director of Transit Ken Savage advised the Office of Secure Transportation (OST), a division of the Department of Energy, contacted him with the proposed use of the transit facility for drive training purposes. The transit property is ideal for OST because of its secure and remote location. The City will also benefit from the proposed agreement as the course may be used to train City bus drivers, as well as satisfy two (2) grant management requirements.

Regarding Item No. 4H, Director Merry questioned the cost of the equipment and inquired as to why the requirement for competitive bidding was waived.

Administrator Gosack advised the requirement for competitive bidding is requested

March 15, 2011 Regular Meeting

so the radio system will be compatible with the current public safety radio communications system and the Arkansas Wireless Information Network. This allows for interoperability between City departments and outside agencies, which is found to be critical during disaster response. The estimated cost is \$603,000.00 for a 36 month period.

Director Catsavis inquired how the Sanitation Department currently communicates.

Mr. Nkokheli advised they currently utilize one (1) radio channel for five (5) groups, which has proven to pose multiple problems. Another reason to convert to the proposed system is because the Federal Communication Commission has advised the existing system will be inoperable after January 1, 2013.

Hutchings, seconded by Settle, moved approval of all consent agenda items. The members all voting affirmatively, with the exception of Director Catsavis voting "no" on Item No. 4H, the Mayor declared the motion carried and the ordinances and resolutions were adopted with the ordinances numbered 23-11 and 24-11, and the resolutions numbered R-48-11 through R-55-11 respectively.

Mayor Sanders opened the Officials Forum with only Administrator Gosack extending congratulations to Mayor Sanders for his appointment to the Arkansas Aeronautics Commission by Arkansas Governor Mike Beebe.

An executive session was held and after reconvening, Mayor Sanders announced the following appointment nominations:

ADVERTISING AND PROMOTION COMMISSION

Tom J. Caladera (reappointment)
Ronnie Townsend (reappointment)
Terms expire December 21, 2014

March 15, 2011 Regular Meeting

CIVIL SERVICE COMMISSION

Sister Judith Marie Keith (reappointment)

Marty Shell

Terms expire March 31, 2017

ELECTRIC CODE APPEALS BOARD

Frank Glidewell (reappointment)

Tommy Hill

Terms expire March 31, 2016

PLANNING COMMISSION

Mike Lorenz (reappointment)

Thomas E. Howard

Vicki Newton

Terms expire April 30, 2014

Hutchings, seconded by Catsavis, moved acceptance of the appointment nominations. The members all voting aye, the Mayor declared the motion carried.

Item No. 5 was the third and final reading of an ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map (Master Land Use Plan - Extra-Territorial Jurisdiction Low Density Residential to Residential Detached, Residential Attached and Commercial Neighborhood; Rezoning - Extra-Territorial Jurisdiction Open-1 (ETJ O-1) to RS-3 by extension; RS-4, RS-5, RM-3, RSD-3 and Commercial-2 by classification / 12905 Rye Hill Road, Middleton Farms)

Prior to initiation of the third and final reading, Director Tyler moved to amend Section 2 to state, "from Extra-Territorial Jurisdiction Open-1 (ETJ O-1) to Open-1".

Director of Development Services Wally Bailey advised Open-1 would have been acceptable prior to annexation of the subject property; however, since the area was recently annexed, the appropriate zoning should be "Unzoned".

Due to such, Tyler amended his motion to reflect same. The motion received no

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second; therefore, Mayor Sanders announced the motion died for lack of a second.

Tyler, seconded by Hutchings, moved adoption of the ordinance as presented. The members voted as follows: ayes - Hutchings, Settle and Merry; nays - Tyler, Good and Catsavis; abstention - Weber. The Mayor declared the motion defeated.

Director Settle requested a brief explanation of future action regarding the Middleton Farms development.

Mr. Bailey advised that if the applicant so desires, the same request may be presented to the Planning Commission for reconsideration in six (6) months; however, if the applicant chooses to amend their original request, the matter may be presented to the Planning Commission at any time.

Mayor Sanders opened the Citizens Forum with the following individuals present to address the Board:

- ▶ David Harris
2025 South "V" Street

Re: Alleged a Memorandum of Understanding between the City of Fort Smith and the University of Arkansas Fort Smith was signed by the City Administrator citing such should have been signed by the Mayor.

- ▶ James Wright
8331 Howard Hill Road

Re: Expressed much appreciation for the action taken on Item No. 5 and conveyed assurance that a compromise can be reached with the developer, if they so desire.

Directors Hutchings and Catsavis inquired if contact has been made with the developer whereby Mr. Wright affirmed such, but alleged they were unwilling to compromise with the surrounding property owners.

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- ▶ Brandon Woodrome
7319 Rye Hill Road East

Re: Expressed discontent with City staff regarding multiple issues relative to development of property and obtaining up-to-date utility locations.

- ▶ Eric Arthur
815 North "B" Street

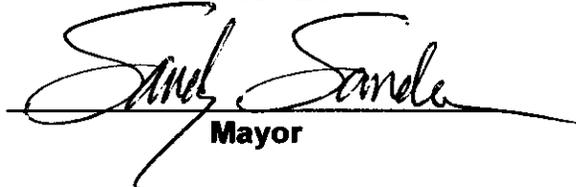
Re: Reiterated the discontent conveyed by Mr. Woodrome alleging he has also had difficulty in obtaining adequate locations of sewer lines.

- ▶ Suzy Stosberg
127 May Avenue

Re: Commented on the condition of the property at North 17th and "E" Streets and recommended the Board drive by to view such.

There being no further business to come before the Board, Tyler moved that the meeting adjourn. The motion was seconded by Catsavis and the members all voting affirmatively, the Mayor declared the motion carried and the meeting stood adjourned.

APPROVED:


Mayor

ATTEST:


City Clerk