



AGENDA

**FORT SMITH BOARD OF DIRECTORS
REGULAR MEETING**

September 20, 2011 ~ 6:00 P.M.

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

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

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

**PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS
OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING**
(Section 2-37 of Ordinance No. 24-10)

APPROVE MINUTES OF THE SEPTEMBER 6, 2011 REGULAR MEETING

ITEMS OF BUSINESS:

1. Presentations: Good Neighbor Awards
2. Consent Agenda
 - A. Resolution approving a tolling agreement with the United States Department of Justice relating to wet weather sanitary sewer work
 - B. Resolution endorsing the Mayor C. Ray Baker Endowment Fund
~ Requested at the September 13, 2011 study session ~
 - C. Resolution adopting annual audit requirements

- D. Resolution accepting bid for the purchase and installation of a fuel management system (\$51,853.96 / Sanitation Department / Budgeted - Program 6304-301)
- E. Ordinance amending the 2011 Budget (\$39,900.00 / Unreserved Balance of the General Fund to Fire Department Program 4802-301) ~ *Fire Station No. 11* ~
- F. Ordinance authorizing the City Administrator to enter into a work agreement with Fleming Network Services, Inc. for the Radio Communications System Project (\$77,123.37 / Police Department / Not Budgeted - Program 4701-208)
- G. Resolution authorizing the execution of a memorandum of understanding between the City of Fort Smith, Arkansas, and Sebastian County, Arkansas, regarding the 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
- H. Resolution to extend the authorized completion date of work by the Animal Services Task Force
- I. Resolution authorizing the City Administrator to accept offer made by property owners for the acquisition of real property interests for the Lake Fort Smith Water Supply Project (\$21,122.00 / Utility Department / Budgeted - 6505 Capital Improvement Program)
- J. Resolution authorizing the Mayor to execute Authorization Number Two with RJN Group, Inc. for providing engineering services associated with the Sanitary Sewer Rehabilitation - South 28th Street (\$90,910.45 / Utility Department / Budgeted - 2009 Sales Tax Bonds)
- K. Resolution accepting the bid of and authorizing a contract with Forsgren, Inc. for construction of the Sanitary Sewer Rehabilitation - South 28th Street (\$1,012,014.70 / Utility Department / Budgeted - 2009 Sales Tax Bonds)
- L. Resolution authorizing the Mayor to execute Authorization Number Two to the agreement with Hawkins-Weir Engineers, Inc. for providing engineering design services associated with the Zero Street Equalization Basin and Pump Station Improvements (\$1,177,000.00 / Utility Department / Budgeted - 2009 Sales Tax Bonds)

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

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

EXECUTIVE SESSION

- Appointments: Citizens Advisory Committee for the Water and Sewer Operations Efficiency Study (11), Fire Code Board of Appeals and Adjustments (2) and Outside Agency Review Panel (1)

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

ADJOURN

RESOLUTION NO. _____

2A

**A RESOLUTION APPROVING A TOLLING AGREEMENT
WITH THE UNITED STATES DEPARTMENT OF JUSTICE
RELATING TO WET WEATHER SANITARY SEWER WORK**

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

The tolling agreement with the United States Department of Justice for claims under the Clean Water Act relating to wet weather sanitary sewer work attached hereto as Exhibit "A" is hereby approved. The Mayor is hereby authorized to execute said agreement on behalf of the City.

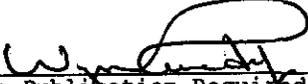
This Resolution passed this _____ day of September, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM



No Publication Required
Asst. City Attorney



MEMORANDUM

September 14, 2011

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Wet Weather Sanitary Sewer Work

In January, 2006, the U.S. Department of Justice (DOJ) informed us of DOJ's intent to place Fort Smith under a consent decree for wet weather sanitary sewer improvements. The sewer problems cause violations of the Clean Water Act. A consent decree is a federal court order which mandates specific improvements and actions with deadlines, and includes consequences (typically fines) for non-compliance. Fort Smith has operated under administrative orders from the Environmental Protection Agency (EPA) for these improvements since the late 1980's.

Staff, legal counsel, and our consulting engineer met with representatives of DOJ, EPA and the Arkansas Attorney General's Office on August 31st. We informed the federal and state representatives of Fort Smith's progress and accomplishments thus far, and of our future plans. They asked for approximately 10 items of additional information, which we'll provide over the next 90 days. The federal and state representatives will review that information and send a draft consent decree for our review.

In the meantime, DOJ has asked us to approve a tolling agreement while these discussions occur. The tolling agreement keeps the city from raising a statute of limitations argument while the discussions are under way. In the absence of a tolling agreement, DOJ would likely file a suit against the city.

The staff recommends approval of the attached tolling agreement, which will be effective until February 29, 2012. If there's any questions or a need for more information, please contact me.

Attachments

Ray

**TOLLING AGREEMENT FOR CLAIMS UNDER THE CLEAN WATER ACT
RELATING TO THE CITY OF FORT SMITH, ARKANSAS**

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to Sections 301, 309 and 402 of the Clean Water Act ("CWA" or "the Act"), 33 U.S.C. §§ 1311, 1319, 1342., against the Defendant City of Fort Smith ("City") for, inter alia, civil penalties and injunctive relief relating to the bypasses and discharges of pollutants from the City's two publicly owned wastewater treatment works and sanitary sewer collection systems in violation of CWA National Pollutant Discharge Elimination System ("NPDES") permits (the "Tolled Claims").

The United States and the City ("Parties") enter into this Tolling Agreement to facilitate settlement negotiations within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on August 31, 2011 and ending on February 29, 2012 inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. The City shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in a writing signed by the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to the City. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against the City or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. The City shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by the City, and without the requirement of filing with the Court, and may be signed in counterparts.

11. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency, and upon the City.

The United States of America, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of _____, 2011.

THOMAS MARIANI
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

JEFFREY M. PRIETO
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
PO Box 7611
Washington, D.C. 20044-7611
Telephone: 202-616-7915
Fax: 202-514-8395
Email: jeffrey.prieto@usdoj.gov

The City consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of _____, 2011.

Signature: _____

Printed Name: Sandy Sanders

Title: Mayor

Company/Municipality: City of Fort Smith, Arkansas

Designated agent for receipt of notices and communications regarding this Tolling Agreement:

Name: Jerry Canfield

Title: City Attorney

Company/Municipality: Daily & Woods

Address: P.O. Box 1446

58 South 6th Street

Fort Smith, Arkansas 72902

Telephone Number 479-782-0361

Fax Number 479-782-6160

Email Address: jcanfield@dailywoods.com

RESOLUTION NO. _____

2B

**A RESOLUTION ENDORSING THE
MAYOR C. RAY BAKER ENDOWMENT FUND**

WHEREAS, C. Ray Baker served as Mayor of Fort Smith for 20 years from 1991 - 2010, making countless contributions to the betterment of Fort Smith during his tenure; and

WHEREAS, the Fort Smith Area Community Foundation has created the Mayor C. Ray Baker Endowment Fund to continue his legacy; and

WHEREAS, the purposes of the Mayor C. Ray Baker Endowment Fund are to improve the quality of life in Fort Smith and education, two purposes which were cherished by C. Ray Baker;

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

The City of Fort Smith endorses the Mayor C. Ray Baker Endowment Fund created by the Fort Smith Area Community Foundation, and encourages citizens, businesses and community organizations to contribute to the endowment fund.

This Resolution passed this _____ day of September, 2011.

Mayor

ATTEST:

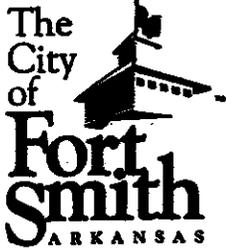
City Clerk

APPROVED AS TO FORM



No Publication Required

Ass't City Attorney



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MEMORANDUM

September 8, 2011

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Mayor C. Ray Baker Endowment Fund

Attached is information about the Mayor C. Ray Baker Endowment Fund which has been created by the Fort Smith Area Community Foundation. The board requested discussion of this at the September 13th study session. Ray Baker served as mayor of Fort Smith for 20 years from 1991-2010.

The purpose of the endowment fund is to improve the quality of life in Fort Smith and education. The community foundation is now accepting donations into the fund. It hopes to raise at least \$10,000 so that disbursements can be made for the identified purposes. The foundation is seeking an endorsement from the board of directors. A draft resolution is attached for the board's consideration.

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

Attachments

cc: Susan Krafft, Fort Smith Area Community Foundation
Nancy Baker

Gosack, Ray

From: Susan Krafft [fortsmitharea@arcf.org]
Sent: Tuesday, September 06, 2011 12:44 PM
To: Sandy Sanders; Gosack, Ray; 'Philip_Merry@ajg.com'; Weber, Pam (Board of Directors); Good, Andre (Board of Directors); Settle, Kevin (Board of Directors); Catsavis, George (Board of Directors); Hutchings, Don (Board of Directors); Tyler, Steve (Board of Directors)
Cc: Taylor, John; dcraig@octwealth.com; Winchell, Tracy
Subject: Mayor C. Ray Baker Memorial Endowment Fund established

Good afternoon Fort Smith City Directors, Mayor, and Administrator,
Very happy to let all of you know that the Fort Smith Area Community Foundation Board has unanimously approved the creation of the **Mayor C. Ray Baker Endowment Fund**. This fund will serve both as a memorial to the late Mayor, but also as a way to continue his legacy of making "Life Worth Living in Fort Smith Arkansas!" Mayor Baker was on our FSACF Board when he passed away; the remaining (and new) members of the Board felt this was the best way to honor his passion for Fort Smith and further the mission of the Arkansas Community Foundation. John Taylor, our Board Chairman, did get support and blessing from Mrs. Baker before proceeding with this fund.

This fund, simply put, is "ready to go" and can immediately start receiving contributions from donors in the form of cash/check or transfer of funds. All donations are tax-deductible and made directly to the fund via the Foundation-- in no way will this money co-mingle with city funds, nor be any expense to the city of Fort Smith. While the fund is officially open, a \$10,000 balance is required before the invested funds will start producing a "spendable balance." We will be soliciting donations from the public to reach (and hopefully surpass) that amount; press releases will be going out soon to all local media outlets.

The FSACF Board will determine what projects will eventually receive grants from this endowment each year (it will be a year before dividends will be available). The two areas that the Board felt were most important to Mayor Baker were improving the **quality of life** in Fort Smith and **education**. For a list of current Board members, please see <http://www.arcf.org/LocalOffices/FortSmithArea/tabid/267/Default.aspx> You can also go to the home page (www.arcf.org) to learn more about how endowment funds are managed.

It is my hope that we will receive your endorsement of this fund at an upcoming BOD meeting in the form of a resolution. I understand that right now you all have a lot on your plate...but I hope we can squeeze this in. Probably too short notice for tonight, but in the coming weeks would be wonderful. All of us at the FSACF appreciate your support!

Best,
Susan Krafft

Susan Krafft, Executive Director
Fort Smith Area Community Foundation
5111 Rogers Avenue Room 502
Fort Smith, AR 72903
479-484-5150



Arkansas Community Foundation engages people, connects resources, and inspires solutions to build community.

 Find us on Facebook ARCF is on Facebook. [Visit our page here.](#)



Arkansas Community Foundation
Fort Smith Area

Fort Smith Area Community Foundation Profile – 2011

The Fort Smith Area Community Foundation (FSACF) is one of 27 affiliates of the Arkansas Community Foundation (ARCF) which was established in Little Rock in 1976. ARCF is Arkansas' only statewide community foundation and is exclusively for charitable, benevolent, scientific, religious and educational purposes for the people of Arkansas. ARCF administers 1,500 charitable funds from around the state; current assets are more than \$145 million dollars.

FSACF was established in 1988 and serves a three-fold mission:

1. To serve as a resource/contact in Sebastian County for philanthropic efforts.
2. To develop endowment funds from local individuals and organizations for local grant making
3. To help solve community problems and connect resources.

The FSACF was founded largely by the efforts of Mr. Carter Hunt, who at the time served on the state ARCF Board and recognized the need for representation in the Fort Smith area. After 10 years of existence in 1998, assets were just over \$850,000; *now the FSACF boasts over \$7 million in assets and 45 endowment funds.* Donor-advised funds, endowments, distribution funds all serve as vehicles to create a better community in Sebastian County through charitable giving.

While many worthy charitable organizations exist (such as service providers like Salvation Army or combined appeals like United Way), **community foundations fill a different niche by developing permanent endowment funds which can support charitable purposes in perpetuity.** Funds can be established to support a field of interest, such as education, or a designated entity such as a specific school, or to provide annual income to support the operation of a non-profit organization such as the Fort Smith Symphony. Donors may advise on fund distribution or let others make that decision. **Community foundation contributions receive the most favorable tax treatment available.**

Grants from most FSACF funds are determined by individual fund donors. The FSACF Board has discretion over several local endowments, including the Giving Tree Endowment.

Examples of organizations that have received grants since 1999:

South Sebastian County Historical Society
Greenwood Public Schools
Bass Reeves Initiative
FS Heritage Foundation/Clayton House
Reynolds Cancer Support House
Lincoln Child Care Center
Interfaith Preschool
Fountain of Youth Adult Day Care Center
First Serve Tennis Program for children
Fort Smith Little Theater
Community Dental Clinic
Community Services Clearinghouse

Good Samaritan Clinic
Children's Emergency Shelter
American Red Cross
The Gregory Kistler Treatment Center
Fort Smith Symphony
Western Arkansas Ballet
Integrity Ministries
Children's Services League
Habitat for Humanity
Retired and Senior Volunteer Program
River Valley Animal Welfare Coalition
U.S. Marshals Museum

Frequently Asked Questions:

What is a Community Foundation?

It is a non-profit public charity which manages endowment funds, makes grants to non-profits and helps solve community problems. There are more than 750 across the United States; the Arkansas Community Foundation is the only statewide foundation, established in 1976. The mission of ARCF is to engage people, connect resources, and inspire solutions to build community.

What does the Fort Smith Area Community Foundation do?

As one of 27 affiliates of the Arkansas Community Foundation, FSACF provides services in Sebastian County for donors and grantees. Through Giving Tree Grants and other endowment funds available, the FSACF is able to provide funding to non-profits so they can continue making our area a better place to live. Charitably-minded citizens can use an endowment or donor-advised fund as a vehicle to support their favorite organizations.

Where does the money come from?

Individuals, families, companies and non-profits establish endowments to support charitable causes and organizations. These range from a minimum of \$10,000 to more than \$1,000,000. Funds are pooled and invested so that dividends are available each year for charitable purposes. Arkansas Community Foundation now has assets exceeding \$145 million in 1,500 funds; this includes 45 funds with almost \$7 million in assets at FSACF.

Why an endowment fund?

ARCF preserves and protects your investments and charitable intentions forever. The unique power of endowments means that as your gifts grow, they continue to benefit your community now and into the future. The funds are pooled together for investment purposes, but are kept separate in the accounting system. By having a multi-million dollar investment pool, assets can be diversified to increase the return while decreasing the risk. The larger the financial resources, the better the quality of investment managers and lower the administrative cost.

Who can I contact with questions:

2011-2012 FSACF Board members:

John Taylor, Chair; David C. Craig, Vice Chair; David Armbruster, Darryl Cunningham, W.R. Bud Harper, Matthew Holland, Carter Hunt, Harold F. MacDowell, J. Randall McGinnis, Dorothy Rappeport, Craig Rivaldo, Sue Plattner-Smith, Judith Stillwell, Joan Van Vactor, Emma Watts. Advisory Board members: Rick Beauchamp, Brent McCord, Robert Y. (Bob) Cohen II, Carolyn Moore Executive Director: Susan Krafft
(fortsmitharea@arcf.org)

You can also go to www.arcf.org for more information about grant opportunities, investment information, how to start an endowment, etc. You can also find us on Facebook!

The Board of the Fort Smith Area Community Foundation unanimously approved the creation of the Mayor C. Ray Baker Endowment Fund, to be established in his memory. Mayor Baker was a member of the FSACF Board when he passed away earlier this year.

Mayor Baker was a champion of Fort Smith where he served as Mayor for 20 years and also as an educator for 40+ years, teaching American History at Southside High School. The Board felt that establishing an endowment fund in Mayor Baker's memory was the best way to both honor his service and continue his legacy of making "Live worth living in Fort Smith Arkansas."

The Board members provided their approval by email: all were in favor and pledged their personal financial support. The executive committee of the Board met on Friday, August 26th to complete the New Fund Form. Board Chair John Taylor provided the first donation of \$500.00 to open the fund account.

The executive committee decided that each year the proceeds from this fund would be used for two purposes: 1. to fund projects that provide **educational opportunities** in Fort Smith 2. to fund projects that **improve the quality of life** in Fort Smith

Both of these areas were passions for Mayor Baker and tie into his firm belief that *live is worth living in Fort Smith.*

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RESOLUTION NO. _____
A RESOLUTION ADOPTING ANNUAL AUDIT REQUIREMENTS

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

The annual audit examination for the City of Fort Smith for the year ended December 31, 2011 shall be performed by an independent accounting firm in accordance with accounting standards generally accepted in the United States of America. Such standards shall include those promulgated by the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants and the United States Government Accounting Office, as applicable.

THIS RESOLUTION ADOPTED THIS 20 DAY OF September, 2011.

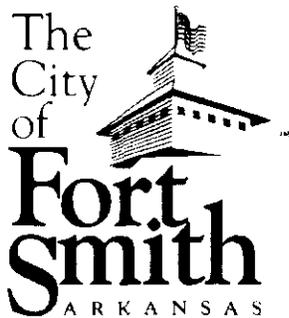
APPROVED:

MAYOR

ATTEST:

CITY CLERK

*Approved as to form
JSE
No publication required*



MEMORANDUM

September 20, 2011

TO: Ray Gosack, City Administrator

FROM: Kara Bushkuhl, Director of Finance *Kara*

SUBJECT: Municipal Audit Requirements

As you are aware, the City's annual audit is prepared by an independent accounting firm in accordance with accounting standards generally accepted in the United States of America. This is a requirement of the City's outstanding revenue bonds. Act 499 of 2005 requires each city to indicate the type of annual examination it will undertake each year.

For your information, the timeline for the 2011 audit includes the completion of a draft of the Comprehensive Annual Financial Report (CAFR) by May 15, 2012 to enable review by the audit advisory committee (AAC) before the end of May 2012. The presentation of the 2011 CAFR will be scheduled for June 2012.

The CAFR includes a transmittal letter, management's discussion and analysis (MDA), financial statements, notes to the financial statements, supplemental schedules, and statistical schedules. The CAFR is prepared by the Finance Department. Prior to 2009, I prepared the CAFR. For succession planning purposes, Jacinta Winstead, Accounting Manager, is being trained to perform these responsibilities. Jacinta is now responsible for the capital assets reporting and she is currently learning the debt management reporting. She will begin learning about preparing notes and implementing governmental accounting standards board (GASB) pronouncements. Of course, prior to being able to produce the CAFR, all members of Finance are integral in preparing audit schedules and providing information for the audit examination by BKD, especially Jackie

Joyce, Assistant Director of Finance, Jacinta, Angie Chance, Payroll Accountant, and Christy Deuster, Administrative Coordinator.

The City should continue to allow for an audit that meets the guidelines and format prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA), and the United States Government Accounting Office, if applicable. The attached resolution provides for this adoption and I recommend approval of it.

If you have any questions or require more information, please advise.

2D

RESOLUTION NO. _____

RESOLUTION ACCEPTING BIDS FOR THE PURCHASE AND
INSTALLATION OF A FUEL MANAGEMENT SYSTEM

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

The bid, as indicated by enclosure on the attached Bid Tabulation
6304-301-BA for the purchase and installation of a fuel management system for
\$51,853.96 from Trak Engineering, is accepted.

This Resolution adopted this _____ day of September, 2011.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

JSC

No Publication Required

Publish _____ Times

Inter office Memorandum

TO: Ray Gosack, City Administrator
COPY TO: Baridi Nkokheli, Director of Sanitation
FROM: Alie Bahsoon, Purchasing Manager *ab*
SUBJECT: Fuel Management System Bid Tabulation
DATE: September 12, 2011



BID TAB: 6304-301-BA

Attached you will find the bid tabulation for the purchase of a fuel management system for use by the Department of Sanitation.

As noted in the enclosed memorandum from the Department of Sanitation, this system will assist the department with better management and fuel control and accurate record keeping of fuel usage at all levels. The current is manual lacks these capabilities and is over 18 years old.

Funding for this system is available and has been appropriated for in the 2011 Budget in account 6304-301 ("*Fuel Systems and Pumps*") in the amount of \$90,000.

I am recommending that the bid submitted by Trak Engineering for \$51,853.96 and as noted by enclosure on the attached bid tabulation, be accepted and approved by the Board.

Please let me know if you should have any questions.

**Tabulation of Bids - City of Fort Smith
Fuel Management System-Department of Sanitation
Bid No. 6304-301-BA**

| Vendor | Cost |
|---|---------------|
| The Southern Co. Fort Smith, AR | \$87,034.00 |
| EJ Ward Inc. San Antonio, TX | \$92,150.00 |
| Trak Engineering Tallahassee, FL | \$51,853.96 ✓ |

Bids Advertised: 07/29-31/11

Bids Opened: 08/12/11

✓ **Anticipated Bid Awarded**



MEMORANDUM

September 16, 2011

To: Ray Gosack, City Administrator
From: T. Baridi Nkokheli, Director
Subject: Fuel System Purchase

The Department of Sanitation purchases over 9,500 gallons of unleaded and over 300,000 gallons of diesel fuel each year. We currently utilize a first generation fuel management system (e.g. padlock and manual recording) which is very inefficient making it difficult to control and track precise fuel usage or account for possible theft.

We are requesting to purchase a modern fuel management system as recommended by the Internal Auditor during the department's May 15, 2010, internal inventory review. The new fuel management system will require key cards to limit access. The system will allow more accurate budgeting for fleet fuel consumption and will help identify vehicles with excessive fuel usage due to age or routing irregularities.

The new system will also be outfitted with a "Urea SCR" (urea-based selective catalytic reduction) dispensing system, which is required for our newer vehicles. As of January 1, 2010, urea tanks are standard equipment for most new diesel trucks, buses, cars, and sport utility vehicles manufactured in the United States. Urea is injected into the vehicles' exhaust system to scrub nitrogen oxide and other contaminants from the diesel exhaust. We currently have seven vehicles containing the new urea system.

The 2011 Budget earmarked funding for the purchase of a fuel system in the Fleet and Grounds Maintenance Division (program 6304) in the amount of \$90,000. Bids were recently solicited by the Purchasing Department. We are recommending the bid be awarded to Trak Engineering, Inc. with the low bid of \$51,853.96. The remaining balance will be applied to painting the existing above ground fuel tanks (for rust protection), spill containment berms, and general maintenance and upkeep.

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

LEGAL ADVERTISEMENT & NOTICE

REQUEST FOR PROPOSAL

**FUEL MANAGEMENT SYSTEM
DEPARTMENT OF SANITATION**

CITY OF FORT SMITH, ARKANSAS

The City of Fort Smith, Arkansas, is hereby soliciting sealed proposals for the provision of a FUEL MANAGEMENT SYSTEM at the City of Fort Smith Department of Sanitation.

Proposals shall be received by the Purchasing Department until 3:00 p.m., August 12, 2011. Proposals will not be publicly opened nor read aloud. It is the intent of the City to review the proposals and if necessary, conduct interviews with the prospective bidder(s). It is the City's intent to award the bid on or before August 19, 2011.

The purpose of this solicitation is to seek a qualified company that offers a complete fuel management solution consisting of the installation and implementation of a secure, accurate, and automated fuel management system. A mandatory pre-proposal meeting has been scheduled for August 3, 2011 at 10:00 a.m. in the Conference Room of the Department of Sanitation Administrative Building located at 5900 Commerce Road, Fort Smith, Arkansas.

Proposals shall be submitted in accordance with the bid document which is available on the City's website at www.fortsmithar.gov for additional information. A copy may also be obtained during normal business hours (8:00 a.m. to 5:00 p.m.) from:

Alie Bahsoon, Purchasing Manager
Post Office Box 1908
623 Garrison Avenue, Suite 522
Fort Smith, Arkansas 72902
(479) 784-2268

The City of Fort Smith reserves the right to accept or reject any proposal or bid or any part thereof and to waive any or all formalities.

The City of Fort Smith, Arkansas is an Equal Opportunity/Affirmative Action Employer.



CITY OF FORT SMITH

Purchasing Department
P.O. Box 1908
623 Garrison Avenue, Suite 522
Fort Smith, AR 72902-1908

REQUEST FOR PROPOSAL

Closing Date:

Friday, Aug. 12, 2011 @ 2:00 p.m.

Bid No. 6304-301-BA

FUEL MANAGEMENT SYSTEM

| | |
|------------------------------|---|
| Company _____ | Name _____ <small>(PRINT OR TYPE)</small> |
| Federal Tax I.D. No. _____ | Signature* _____ |
| Street Address _____ | Title _____ |
| City _____ | Date _____ |
| State _____ Zip Code _____ | <i>*Authorized Signature: The signer declares under penalty of</i> |
| Tel. No. _____ Fax No. _____ | <i>perjury that she/he is authorized to sign this document and bind</i> |
| E-Mail _____ | <i>the company or organization to the terms of this agreement.</i> |

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1. Bid must be submitted on official City bid forms (this bid document).**
- 2. All information on this Request For Proposal cover page must be completed.**
- 3. This cover page must be signed with an original signature.**
- 4. Bid must be submitted on or before the exact closing date and time. Bids received after the exact closing date and time will NOT be opened nor considered.**

For Further Information Concerning This Bid, Please Contact:

Mr. Alie Bahsoon, Purchasing Manager
Phone: (479) 784-2267 Email: abahsoon@fortsmithar.gov

OR

Mr. John Barnes, Fleet & Grounds Manager
(479) 288-1228 Email: jbarnes@fortsmithar.gov

I. PURPOSE

The intent of this Request for Proposal (RFP) is to establish a bid specification standard for the purchase and installation of a Fuel Management System to be used by the Department of Sanitation of the City of Fort Smith, Arkansas ("City").

Instructions for the preparation and submission of a proposal are contained in this document. **A mandatory pre-proposal meeting** has been scheduled for Wednesday, August 3, 2011 at 10:00 a.m. in the Conference Room of the Department of Sanitation Administrative Building located at 5900 Commerce Road, Fort Smith, Arkansas.

All proposals are due in the Office of the Purchasing Manager at 623 Garrison Avenue, Room 522, Fort Smith, AR 72902, no later than 3:00 p.m. CDT on August 12, 2011. Please note that the proposals will not be publicly opened nor read aloud. It is the intent of the City to review the proposals and if necessary, conduct interviews with the prospective bidder(s). It is the City's intent to award the bid on or before August 19, 2011.

II. BACKGROUND INFORMATION

The Department of Sanitation currently does not have an existing fuel system in place. It has 2 fuel bays consisting of three manual pumps at two different locations. One bay consists of one pump with a diesel and unleaded fuel dispenser and the other pump being diesel. The other bay has one pump with one diesel fuel dispenser. Additionally, the department has a mobile diesel pump mounted on a truck. There are two underground storage tanks consisting of one 5,000 gallon diesel fuel tank and one 500 gallon unleaded fuel tank.

There are approximately 150 assets that use these fueling stations. These consist of vehicles, trucks, light & heavy equipment, and over-the-road equipment.

III. SCOPE OF SERVICES AND MINIMUM SPECIFICATIONS

Firms shall submit sufficient information to allow the City to evaluate and select an adequate system that meets the City's requirements. It is anticipated that the system presented will include a total fuel management solution including installation and implementation of a secure and accurate automated fuel management system (FMS).

All proposals shall be made on the basis of and either meet or exceed the requirements contained herein. All bidders must be able to provide systems made with the following minimum specifications:

Minimum Requirements: It is the desire of the City of Fort Smith to have a fuel management system ("FMS") that will control, authorize, and record the dispensing of fuel products as a stand-alone system, capable of unattended operation on 24/7 basis.

Below is a list of questions, and yet not limited to what the City would like for each vendor to address in their bid proposal. Please provide as much information as possible regarding each question.

1. How does your fuel management system function?
2. Do you offer an access key system and is it expandable?
3. How does the system evaluate the data, and upon verification, that the data meets all acceptance criteria?
4. What security measures does the FMS offer?
5. How many fueling transactions with data does your system allow?
6. What computer hardware and software installation is required to operate this FMS?
7. What information does the software offer?
8. How many concurrent users does the licensed software offer?
9. Is your system networkable?
10. What reporting capabilities does the system offer? Provide some sample reports.
11. How and what is the mobile fuel system equipped with and what are its functions? (The system will be mounted on a truck using a 12/24 volt system).
12. How does the system record and track the asset's data (i.e. mileage, asset number, etc.)?
13. How does the system store asset information including but not limited to asset number, type of fuel authorized, quantity limits, etc.?
14. Does your system software keep a declining balance inventory of fuel remaining in storage?
15. Does your system require an electronic dispenser interface in order to communicate with and control most electronic dispensers?
16. How is the data for the mobile fuel unit transmitted to the fuel management unit?
17. How does the system handle power failures and does it affect the operator's ability to obtain fuel?
18. What safety measure do you undertake? Safety standards and requirements must be in accordance with federal and state regulations.

It is the City's desire that the operator (the individual who will be doing the fueling) will expect the following features with the FMS. Please address these items in your proposal.

1. Prior to removing the nozzle from the dispenser, the operator shall activate the system by inserting their fuel key into a key reader.
2. Once recognized, the system will require the operator to provide the asset's current mileage, if applicable.
3. Once confirmed, the system will allow the operator to obtain the appropriate authorized fuel.
4. The system shall time-out to deactivate a hose in the event the pulse count and/or fueling stops.
5. How much operator input does your system require at the fueling station?

IV. INSURANCE

The successful bidder agrees to provide the minimum insurance requirements (shown below) and furnish certificates of such insurance to the Fort Smith Purchasing Department

within ten (10) days after notification of this award and naming the City as an additional insured:

- Worker's Compensation - As required by Arkansas Statute
- Comprehensive/General Liability (\$300,000 bodily injury/\$100,000 property damage)

V. WARRANTIES

Parts and labor shall be covered for a minimum of a one-year period commencing from date of completion and operation of the FMS. All warranty service work shall take place at the Department of Sanitation, and upon a mutually agreed upon schedule or as mutually agreed otherwise. Please elaborate in your proposal about your warranty policies.

VI. EVALUATION OF PROPOSALS: SELECTION FACTORS

The General Contract Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.

The City will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include the following:

- A. Stability and experience of the company and the product(s).
 1. How long has your company been in business?
 2. All bidders shall include, with their proposals, a list of at least three (3) current references for whom comparable systems have been provided.
- B. Delivery & Installation Timeframe
 1. What is the delivery timeframe and installation for the services to be received from receipt of the City's purchase order?
- C. Meets the specifications requested
 1. Define how your services meet or exceed the specifications that have been listed in this solicitation
 2. List in detail any deviations from the requested specifications.
 3. Cost of services; (i.e., price proposal)

VII. ADDENDUM AND SUPPLEMENT TO RFP

Though not anticipated, in the event that an addendum to this solicitation is necessary, it will be posted no later than 5 (five) days prior to the bid opening date on the City of Fort Smith website (www.fortsmithar.gov), under the Purchasing Department. It shall be the bidder's responsibility to check the website and to ensure that the bidder has a complete and up-to-date bid package.

VIII. CONTRACT

The contract between the City of Fort Smith and the successful bidder shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

IX. PARTS AND SERVICE

The successful bidder shall provide full-telephone support to the City in the diagnostics and repair of FMS components and software. Normal service calls are between the business hours of 7:00 a.m. to 7:00 p.m. CDT, Monday through Friday. The vendor must provide a point of contact that is available 24 hours a day, 7 days a week, for emergency service calls.

X. HELP LINE SUPPORT

The successful bidder shall provide telephonic software support during normal business hours from 7:00 a.m. to 7:00 p.m. DST, staffed by qualified analysts and technicians to handle technical questions and provide solutions for both maintenance and application problems. Vendor shall provide a provision for upgrading the existing system if its current technology becomes obsolete.

XI. ON-SITE MEETINGS

On-site meetings will be required to include consulting and planning for FMS implementation. A project manager must be assigned and responsible for project implementation.

XII. TRAINING/MANUALS

The successful bidder shall provide a training plan and training manuals. Vendor shall provide on-site training to equipment repair technicians, PC operators, site managers, fuel system managers, and FMS administrators.

XIII. FEE PROPOSAL

The proposed fee shall include all labor, material and equipment to provide the fuel management system as outlined including communications devices, computer hardware and software, any travel or per diem expenses and any other miscellaneous expenses involved. Please provide a cost breakdown with as much detail as possible.

XIV. OTHER

Each firm shall submit one original and three (3) copies of their proposal (including the price proposal) to the City's Purchasing Department as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked. All responses must relate to the specifications as outlined in this RFP.

All bidders shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of proposal as non-responsive.

The City reserves the right to accept or reject all or any part of any proposal, waive formalities and award the contract to best serve the interest of the City.

- Freight (if applicable) shall be included with bid price, but as a separate line item in your proposal.
- Taxes are applicable but are not to be included in the bid price
- **Installation** shall be included in bid price

INDEMNIFICATION

The Bidder shall defend, indemnify and hold the City harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, City employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Bidder's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the City, the Bidder, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the City, its officers and employees, or as expressly prescribed by statute.

References for:

Bidders shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

Conditions for Bidding

1. Submit bid on this bid form in compliance with all conditions listed.
2. Address bids to: City of Ft. Smith Purchasing, PO Box 1908, 623 Garrison Avenue, Suite 522, Ft. Smith, AR 72902.
3. Do not include Federal Excise Tax in bid.
4. State Manufacturer, Brand Name, Model, etc. for each item where applicable.
5. Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening will be disposed of by City.
6. Bids received after stated date and time will not be considered.
7. Be sure to read all conditions and verify amounts before submitting bids.
8. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
9. Delivery and contract completion dates are to be shown as these dates may, where time is of the essence, determine the contract award. The City may nullify a contract award for non-compliance.
10. SIGNATURE REQUIRED. This bid MUST be signed with the firm name and by an authorized officer, employee, or agent.
11. Deviations from specifications and alternate bids must be clearly shown with complete information. They may or may not be considered.
12. SALES TAX. Although the City is taxable, do not include sales tax in your bid price.
13. Freight and other delivery charges to destination at designated City facility must be included in bid. Charges may not be added after the bid is opened.
14. DISCOUNTS. Show rate, total amount, and latest day any discount will be allowed after receipt of article and invoice; otherwise City will deduct allowed discount when payment is made.
15. If unit prices and extensions thereof do not coincide, the City will accept the unit price.
16. All prices quoted will remain firm for at least 90 days after date of the bid opening, unless otherwise specified by the City or bidder.
17. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between said two or more bidders at discretion of City.
18. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
19. "All or None" bid must be considered only when bidder states on bid form. "All or None" bidding is considered an "alternate".
20. All contracts shall produce NEW commodities, fresh stock, latest model and design. Re-conditioned or re-manufactured items will not be accepted.
21. Latest specifications, drawings, sketches or other descriptive literature containing detailed information as to design, construction and operation shall be included.
22. All necessary parts, accessories and tools for satisfactory operations of the units shall be furnished whether or not they specifically mentioned in these specifications. Bidder shall submit a list of tools and equipment they propose to furnish.
23. Any protest of specifications or bidding process must be received in writing by the Purchasing Department at least five (5) days prior to the specified bid opening date.
24. Any protest of bid award must be in writing and received by the Purchasing Department no later than three (3) days after notice of intent to award has been made. If said item requires Board of Directors approval, written protest must be received by the Purchasing Department no later than five (5) days prior to the next Board of Directors meeting at which the recommended bid award will be considered.
25. The City will not be responsible for lost or misplaced bids due to vendor omission of bid item and/or bid opening date information on the outside of the sealed bid envelope. Failure by vendor to note said information on the bid envelope may result in the bid not being considered.

THE CITY RESERVES THE RIGHT TO ACCEPT PART OR ALL OF ANY SPECIFIC BID OR BIDS AND TO ACCEPT ANY BID OR BIDS WITH OR WITHOUT TRADE-IN. THE CITY FURTHER RESERVES THE RIGHT TO REJECT ALL BIDS, OR PART OR ALL OF ANY SPECIFIC BID OR BIDS

ADDENDUM #1

(August 8, 2011)

Attention: Fuel Management System Bidders

Subject: Addendum to Bid No. 6304-301-BA

Pursuant to the site visits at the pre-bid meeting that occurred on August 3, 2011, please note the following:

- In addition to the existing mobile diesel truck, we are adding another truck that will need equipped with a one diesel fuel dispensing and tracking mechanism. It will need to be either a 12 or 24 volt system as well.
- The contract work is to include any and all electrical work relating to this project.

Please include a signed copy of this addendum with your proposal. I apologize for any inconvenience that this may have caused.

Thank you for your attention to this matter.

Sincerely,

Alie Bahsoon
Purchasing Manger, City of Fort Smith
(479) 784-2267
abahsoon@fortsmithar.gov

I acknowledge that I have read and understood the addendum:

FIRM NAME: _____
Please Print

REPRESENTATIVE: _____



DE

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2011 BUDGET

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

SECTION 1: There is hereby authorized an appropriation in the amount of \$39,900 from the unreserved balance of the General Fund to 4802-301 for the Scope of Services Agreement for the new fire station at Chaffee Crossing.

Passed and approved this _____ day of September, 2011.

APPROVED:

MAYOR

ATTEST:

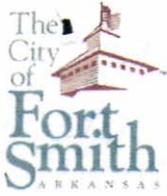
CITY CLERK

Approved as to form:

JSC

No Publication Required

Publish ___ Times



FORT SMITH FIRE DEPARTMENT

200 NORTH FIFTH STREET
FORT SMITH, ARKANSAS 72901
479-783-4052



Mike Richards
Fire Chief

Memo

To: Kara Bushkuhl, Finance Director
From: Mike Richards, Fire Chief
Date: September 12, 2011
Re: Budget Adjustment for Scope of Services Agreement

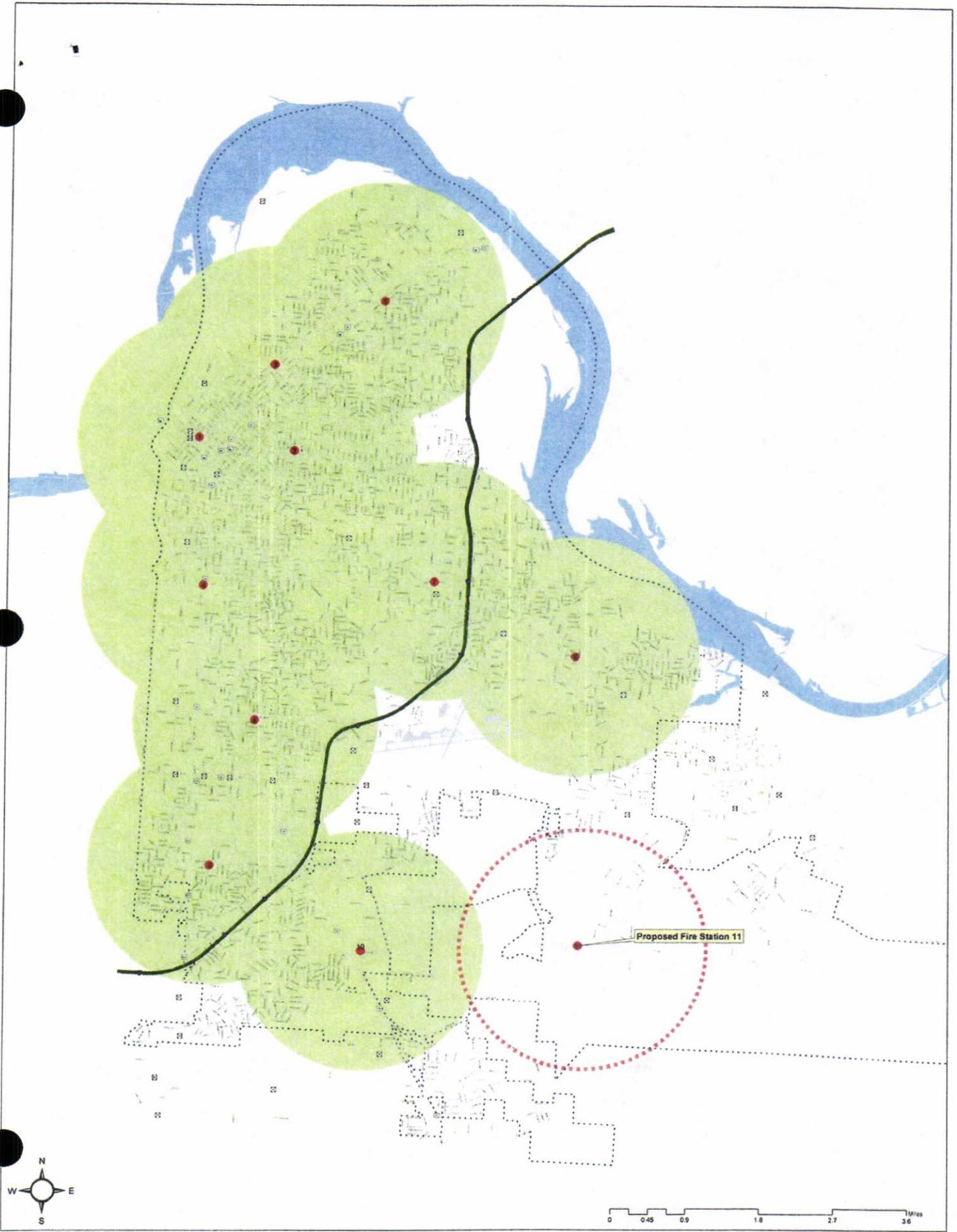
The Fort Smith Fire Department has reached a Scope of Services agreement with Guest Reddick Architects of Fort Smith and Stewart Cooper Newell (SCN) Architects in Gastonia, North Carolina to do a needs assessment, schematic design, and master site plan for a new fire station at Chaffee Crossing. Guest Reddick/SCN Architects was chosen from a group of eight architects that responded to the City's Statement of Qualifications request for this project. This was a goal identified from the Board's strategic planning session in May.

The schematic design and master site plan is necessary to more accurately estimate what the cost of the new fire station will be and to give the Board of Directors and the public a better understanding of the type of facility that will be constructed. This information will also help our citizens make an informed decision when the funding for the new fire station is brought before the public for approval.

The cost for the needs assessment, schematic design, and master site plan as outlined in the Scope of Services Agreement is \$39,900.00. This phase of the architect work was not included in our 2011 budget. We are requesting an appropriation of funds to cover this agreement. If approved, the \$39,900.00 would be deducted from the overall architect fee when the project begins.

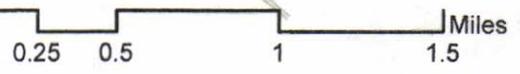
Please feel free to contact me if you have any questions.

cc: Ray Gosack
Alie Bahsoon



Proposed Fire Station 11





2.F

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A
WORK AGREEMENT WITH FLEMING NETWORK SERVICES, INC., FOR THE
RADIO COMMUNICATIONS SYSTEM PROJECT**

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

The City Administrator is hereby authorized to approve a work agreement in the amount of \$77,123.37 with Fleming Network Services, Inc., for the Radio Communications System project, said funding to come from the City of Fort Smith, Arkansas, operational budget, program 4701-208.

This Ordinance adopted this _____ day of _____, 2011.

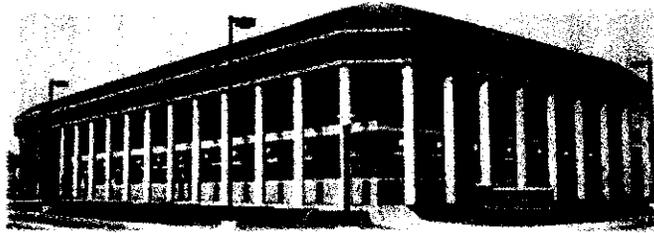
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form: *[Signature]*
Asst City Administrator NPR



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator

From: Kevin Lindsey, Chief of Police 

Subject: Radio Communications Project Backup Public Safety Answering Point and Data Center – Cabling, Tray Racks and Grounding Services

Date: September 13, 2011

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

Completion of the radio replacement project requires construction of a data center for the PSAP and communications center before the backup PSAP can be utilized. To insure the viability and proper operation of the radio system, Motorola mandates specific and strenuous requirements for electrically grounding electronic components. Staff recommends contracting with *Fleming Network Services, Inc.* for installation and configuration of the grounding components. *Fleming Network Services, Inc.* is a current vendor for the City of Fort Smith and has completed numerous projects for the Fort Smith Police Department. The total cost for all grounding requirements is \$77,123.37. This purchase will be funded from the existing operational budget, program 4701-208.



Fleming Electric, Inc.

Your Total Solution Provider

P.O. Box 856 Bryant, AR 72089
(501) 847-3090 Fax: (501) 847-7763
email: electric@fleminc.com

QUOTE

UNSAVED

Date Aug 30, 2011

Expires Sep 4, 2011

Quoted To:

FT. SMITH POLICE DEPARTMENT
ALVEY MATLOCK
FT. SMITH, AR

Phone (479) 709-5182
Fax

Contractors License # 0023160412

Project # N/A
Plan # FE11222
Addendum # N/A
MC # 5310

Submitted By:
Chris Wallace

| Description | Unit Price | Qty | Ext. Price |
|--|-------------|-----|-------------|
| FORT SMITH SMITH POLICE DEPT-SEBASTAIN CO EOC. | \$77,123.37 | 1 | \$77,123.37 |

AS REQUESTED, PLEASE FINA A QUOTE FOR THE ABOVE REFERENCE PROJECT PER THE ATTACHED FLEMING ELECTRIC'S EXHIBIT A CLARIFICATINOS AND EXCLUSIONS DATED 8/30/2011.

August 30, 2011

Continued On Next Page ...

Re: EXHIBIT A
Sebastian County EOC Motorola Grounding
8400 Zero St.
Fort Smith, AR

Fleming Electric is pleased to provide a grounding electrical quote for the above referenced project per the communications with Motorola (John Eddy) and the following listed clarifications and exclusions.

CLARIFICATIONS:

1. Engineered drawings were not submitted and quote is based on standard electrical installation practices.
2. The scope given herein is as exact as could be secured but their absolute accuracy is not guaranteed. Exact locations, distances, levels, etc. will be governed by existing building and building conditions.
3. All work to be performed during normal business hours with unobstructed access to work areas.
4. Provide for electrical permit, fees, and inspections.
5. Conduit based on utilizing PVC conduit as required for protection of grounding conductor where susceptible to damage.
6. Provide #2 bare solid copper grounding conductor for all underground installations.
7. Provide #2 green insulated stranded copper grounding conductor for all above ground installations.
8. Install exothermic terminations or use non-reversible compression splices (No split bolts are allowed).
9. Install 2-hole compression lugs for terminations to the grounding bars and towers.
10. Provide service grounding to achieve a minimum 10 ohm resistance.
11. Motorola to provide bonding of their equipment to the ground buses installed by Fleming Electric.
12. SCOPE:
 - A. Includes (2) ground tests and reports. One to be completed before ground installation starts for reference point and one after system grounding is complete to verify actual ground resistance.
 - B. (2) 4" PVC chases at the Motorola antenna location. Motorola to provide boots for sealing of the chases.
 - C. (1) Ground well test point.
 - D. (1) Exterior ground bus bar at the main electrical service.
 - E. (1) Ground generator frame.

Description

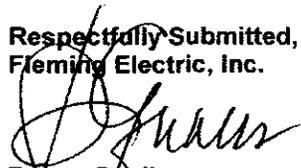
- F. (1) Ground fence enclosure at the service entrance (Generator location). Additional fence grounding is not included in quote (if required).
- G. (2) Tower frame grounds. (1) Will be provided with a ground ring and (1) will be provided with a triad system due to being surrounded by concrete.
- H. Ground raised data floor and provide ground bus for bonding to racks and equipment.
- I. (1) # 2 green grounding conductors from the data room ground bus in the cable tray to the microwave antenna location.
- J. (2) Ground buses at the microwave antenna (One located exterior at the antenna and one located inside at the cable tray).
- K. (1) Ground bus and (1) # 2 green grounding conductor in Dispatch 116 from the data room ground bus.
- L. Bond all of the above items to the service entrance ground.
- 13. Additional costs may be incurred due to an accelerated construction schedule.
- 14. Force Majeure - Fleming Electric, Inc. will provide sufficient manpower to meet the project schedule. Additional costs may be incurred if the necessity for overtime is caused by others failing to maintain their schedule through no fault of Fleming Electric, Inc. or circumstances beyond our control.
- 15. Quote is valid for 30 days.

EXCLUSIONS: (Unless Specified Above)

- 1. See additional exclusions on quote.
- 2. Design, engineering, and plan fees.
- 3. Any OSHA required handrails, guardrails, toe boards, rebar caps, etc. Fleming Electric will comply with OSHA regulations for Fleming provided work and equipment.
- 4. Dumpster rental and disposal fees.
- 5. Damage, repair, or replacement of all underground and in slab systems unable to be located.
- 6. Access panels and installation.
- 7. All waterproofing including roof flashings, pitch pans, and sealing.
- 8. Plywood backboards and backing for mounting equipment.
- 9. Sheetrock and plaster cutting, repair, or replacement.
- 10. Painting of boxes and conduit.
- 11. Exhaust fan(s) equipment and installation.
- 12. Millwork openings and grommets (if required).
- 13. Accidental damage, repair, or replacement to all building finishes.
- 14. All work related to Fire Alarm, Lightning Protection, and Security Systems.
- 15. All work to asbestos, PCB's, and other hazardous materials.
- 16. Arc flash boundary, shock hazard, and personnel protection equipment coordination studies.

If you should have any questions please do not hesitate to contact me.

Respectfully Submitted,
Fleming Electric, Inc.


Danny Qualls
Estimator
dqualls@fleminc.com

I accept the terms and conditions of this quotation.

Signed: _____ Date: _____

Name: _____ Title: _____

Terms: 30 Day Draws. Balance Due Upon Completion/Delivery.

| | |
|--------------------|--------------------|
| Subtotal | \$77,123.37 |
| Tax | \$0.00 |
| Shipping | \$0.00 |
| Grand Total | \$77,123.37 |

Exclusions: 1) Cutting, Patching & Painting 2) Concrete 3) Asphalt Cutting & Patching 4) Low Voltage Wiring 5) Trash Removal & Dumpster 6) Core Drilling 7) Power Company Charges 8) Roof Penetration 9) Engineering Fees

Note: If any case of solid rock is encountered, a rock clause will be in effect. The rock clause states there will be a minimum charge of \$1,000.00 per cubic foot removal fee. We exclude all engineering fees.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT SMITH, ARKANSAS, AND SEBASTIAN COUNTY, ARKANSAS, REGARDING THE 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

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, Arkansas, and Sebastian County, Arkansas, which shall be substantially in the form attached hereto, is hereby approved and provides for the terms, conditions, and mutual understandings concerning the 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 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.

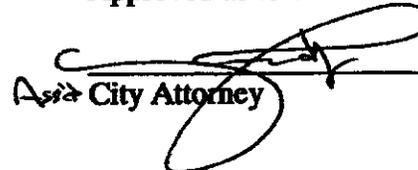
THIS RESOLUTION ADOPTED this _____ day of _____, 2011.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

Assistant City Attorney npr

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF FORT SMITH, ARKANSAS AND SEBASTIAN COUNTY,
ARKANSAS CONCERNING THE 2011 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM.**

This agreement is made and entered into this _____ day of _____, 2011, by and between the County of Sebastian, acting by and through its governing body, the Quorum Court, hereinafter referred to as "COUNTY", and the City of Fort Smith, acting by and through its governing body, the board of Directors, hereinafter referred to as "CITY", both of Sebastian County, State of Arkansas, witnessed:

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

WHEREAS, this agreement is made necessary to comply with applicable grant requirements; and,

WHEREAS, the CITY will be designated as the fiscal agent for the program and as such will be responsible for required financial and program reporting; and,

WHEREAS, the COUNTY shall receive \$57,300 and the CITY shall receive \$24,622 of the awarded 2011 JAG Fund,

NOW, THEREFORE, the CITY and COUNTY agree as follows:

Section 1

COUNTY agrees the CITY shall receive \$24,622 and the CITY agrees the COUNTY shall receive \$57,300 of the awarded 2011 JAG funds, anticipated to be \$81,922.

Section 2

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 3

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 4

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any part not a signatory hereto.

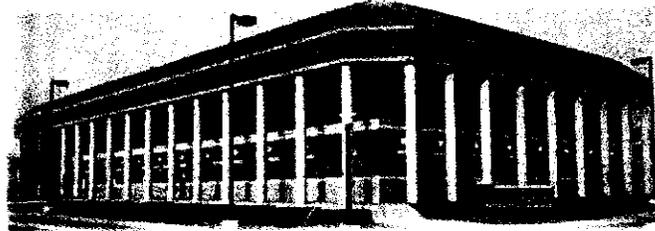
CITY of Fort Smith, Arkansas

COUNTY of Sebastian, Arkansas

Sandy Sanders
Mayor

A handwritten signature in black ink, appearing to read "David Hudson County Judge", written over a horizontal line.

David Hudson
County Judge

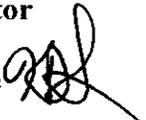


Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator

From: Kevin Lindsey, Chief of Police 

Subject: BJA 2011 Edward Byrne Memorial Justice Assistance Grant Program

Date: September 13, 2011

The City of Fort Smith has been invited to apply for the 2011 JAG Grant in the amount of \$81,922. This is the regular solicitation of this annual grant. With this current grant the City of Fort Smith and Sebastian County are considered disparate agencies and thus must execute a Memorandum of Understanding (MoU). The primary purpose of this document is to delineate the amount that each government agency will receive.

After meeting with officials from the Sebastian County Sheriff's Office, it was determined that their portion of the 2011 JAG Grant will be in the amount of \$57,300.00. This will allow the Sebastian County Sheriff's Office to complete their ongoing in-car video system project as well as purchase other needed equipment.

The Fort Smith Police Department anticipates using our portion of 2011 JAG funds, in the amount of \$24,622.00, to purchase a scissor lift type security tower. This tower is attached to a trailer which can be transported to various locations as needed. This purchase will allow the Fort Smith Police Department to provide increased security at special events. Staff would recommend the approval of the MoU between Sebastian County and the City of Fort Smith.

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

RESOLUTION NO. _____

**A RESOLUTION TO EXTEND
THE AUTHORIZED COMPLETION DATE
OF WORK BY THE ANIMAL SERVICES TASK FORCE**

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

The 7-member animal services task force established pursuant to Resolution 122-11 has been appointed to complete the following tasks:

Identify problems, concerns, and issues relating to dogs and cats in Fort Smith; and,

Develop, research, and analyze possible solutions; and,

Make recommendations to the Board of Directors.

The time limit established previously by R-122-11 in which the task force is to complete its work is hereby extended from thirty (30) days to ninety (90) days from the date of its first meeting. The task force shall terminate upon the completion of its work.

This Resolution adopted this _____ day of _____, 2011.

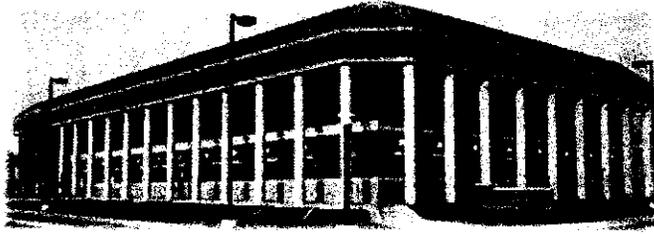
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form: 
N.P.R. Ass't City Attorney



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 Task Force – Request for Time Extension

Date: September 14, 2011

At the July 5, 2011 regular meeting of the Board of Directors, Resolution 122-11 was passed by the Board authorizing creation of a seven member animal services task force. The Board appointed seven members at their August 16, 2011 regular meeting.

At the first meeting of the Animal Services Task Force held on September 7, 2011, Task Force members voted to request an extension of time for completing its work by extending its authorized time from 30 days to 90 days. The Task Force's due date will be December 6, 2011.

Given the scope and breadth of responsibilities assigned to the Animal Services Task Force, extending their authorized time to complete their tasks is reasonable.

Staff recommends approval of the amending Resolution.

RESOLUTION NO. _____

**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 PROJECT**

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 and acceptance made by the
following property owner:

Tract 35-16 Donald G. Hyman \$ 21,122.00

and make payment for same, and any applicable closing costs, in connection with the acquisition of the real
property for the Lake Fort Smith Water Supply, Project 99-01, said property being located in the 16700 Block
of Marie Lane, Mountainburg, Arkansas in Section 35, Township 12 North, Range 30 West.

This Resolution adopted this _____ of September 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Audit Committee npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: September 16, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Watershed Protection Acquisitions
Lake Fort Smith Water Supply

Over the past several years staff has been discussing with Mr. and Mrs. Donald Hyman the need to acquire watershed protection for their property. Mr. Hyman's property is included in the watershed boundary area around the lake 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. Hyman purchased this 2.34 acre tract of vacant land on Marie Lane, Mountainburg, Arkansas in 1987 for a future retirement home near the lake. The property is located along the east side of Highway 71 approximately 3 miles north of Mountainburg, with approximately 120 feet of frontage along Highway 71 and Marie Lane. The property drops off sharply from the top of the ridge east of Marie Lane toward the shoreline of the lake. Surface water drains directly into the lake. Although steep, the property could be subdivided into two smaller building sites. Due to the untimely death of Mrs. Hyman, Mr. Hyman has decided to forego his building plans and desires to sell the property to the city.

The city's appraiser, Matthews and Associates, has appraised the 2.34 acres for \$21,122.00. This appraisal valuation is similar to previous appraisals of watershed protection properties purchased by the city in the area. After several discussions, Mr. Hyman has offered to sell the property to the city for the appraised value.

Staff feels that the owner's offer to sell the property in fee title to the city for \$21,115.00 is reasonable and that the administrative costs associated with acquiring the property through other means is not the best alternative. Therefore, staff recommends that the Board approve the attached Resolution and accept the owner's offer at its next scheduled meeting.

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

attachment

pc: Jeff Dingman



**Hyman Property
LFS Tract 35-16
2.34± ACRES**

**LAKE FORT SMITH WATER SUPPLY PROJECT NO 99-01
PROPOSED PURCHASE OF DONALD G. HYMAN PROPERTY IN
WATERSHED BUFFER ZONE**

September, 2011

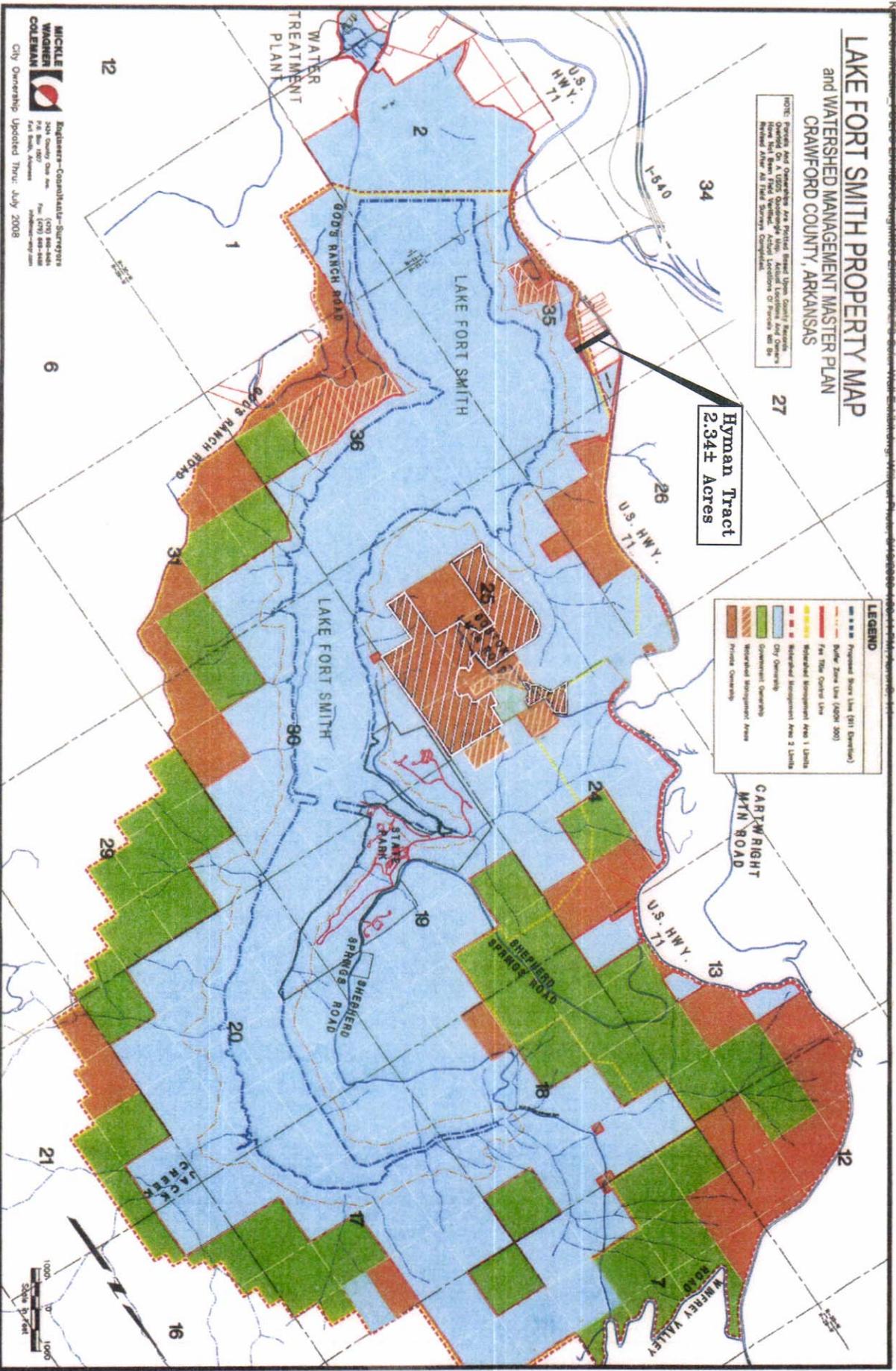
LAKE FORT SMITH PROPERTY MAP and WATERSHED MANAGEMENT MASTER PLAN CRAWFORD COUNTY, ARKANSAS

NOTE: Private and Government Land Owned and Occupied Under Current Easements, Easements, and Other Rights Reserved. Actual Locations of Private and Government Land Owned and Occupied Under Current Easements, Easements, and Other Rights Reserved After All Field Surveys Completed.

Hyman Tract
2.34± Acres

LEGEND

- Proposed State Line (811 Elevation)
- State Zone Line (1000± 200)
- For Title Control Line
- Watered Management Area 1 Limits
- Watered Management Area 2 Limits
- City Ownership
- Government Ownership
- Watered Management Area
- Private Ownership



MICKLE WAGNER COLEMAN
Engineers—Geospatial—Surveyors
200 County Club Ave.
Fort Smith, Arkansas
Tel: (479) 886-4444
Fax: (479) 886-4444
micklewagner.com

City Ownership Updated Thru: July 2008



RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AUTHORIZATION NUMBER TWO WITH RJN GROUP, INC., FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH THE SANITARY SEWER REHABILITATION SOUTH 28TH STREET

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

SECTION 1: Authorization Number Two to the Agreement for engineering services dated November 12, 2009, with RJN Group, Inc., providing construction management and inspection services associated with the Sanitary Sewer Rehabilitation South 28th Street, Project Number 09-20-E2, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute an Agreement for professional engineering services in the amount of \$90,910.45.

This Resolution adopted this _____ day of September 2011.

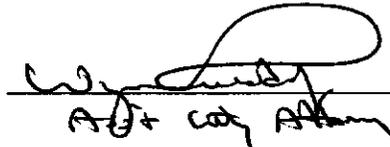
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: September 9, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Sanitary Sewer Rehabilitation South 28th Street
Project Number 09-20-E2

I have attached a resolution authorizing the Mayor to sign Amendment Number Two to the Agreement with RJN Group, Inc., in the amount of \$90,910.45 for providing engineering services during construction of the Sanitary Sewer Rehabilitation South 28th Street project. RJN's services will include the review contractor submittals and partial payment applications, change order requests, provide resident construction observation services and prepare record drawings following completion of project construction. Funds for these services are available from the sales and use tax bond funds for wastewater improvements.

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

attachment

pc: Jeff Dingman

2 K

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING A CONTRACT WITH FORSGREN, INC., FOR CONSTRUCTION OF THE SANITARY SEWER REHABILITATION SOUTH 28TH STREET

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

SECTION 1: The bid of Forsgren, Inc., for the construction of the Sanitary Sewer Rehabilitation South 28th Street, Project Number 09-20-C1, is hereby accepted.

SECTION 2: The Mayor is hereby authorized to execute a contract with Forsgren, Inc., for an amount of \$1,012,014.70, for performing said construction.

This Resolution adopted this _____ day of September 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Ass't City Attorney npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: September 9, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Sanitary Sewer Rehabilitation South 28th Street
Project 09-20-C1

On July 12, 2011, the city received and opened bids for construction of the Sanitary Sewer Rehabilitation South 28th Street project. The low bid was submitted by Forsgren, Inc., in the amount of \$1,012,014.70. A bid tabulation sheet is attached for your information.

This is the third of three sanitary sewer line improvement projects within the Zero Street basin design to convey peak wet weather flows to the new pump station and EQ basin being designed for construction near Jenny Lind and Zero Street. These sanitary sewer improvements were identified in the wastewater management plan and confirmed by hydraulic modeling of the system as needed to eliminate chronic manhole overflows that occur throughout the basin during periods of intense rainfall. An exhibit showing the location of improvements to be constructed under this contract is attached.

It is staff's recommendation that the bid be accepted and contract awarded to Forsgren, Inc. Funds for this project are available from the sales and use tax bond funds for wastewater improvements.

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

attachment

pc: Jeff Dingman

Tabulation of Bids Received

Page 1 of 1

Project Name

Sanitary Sewer Rehabilitation South 28th Street
Project No. 09-20-C1

Bid Opening

July 12, 2011
10:00 A.M.

Bids Received

Forsgren \$ 1,012,014.70
Fort Smith, AR

Horseshoe Construction, Inc. \$ 1,333,279.00
La Porte, TX

Goodwin & Goodwin \$ 2,152,675.00
Fort Smith, AR

Underground Solutions, Inc. \$ No Bid
Poway, CA

Blake Construction \$ No Bid
Barling, AR

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AUTHORIZATION NUMBER TWO TO THE AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC., PROVIDING ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE ZERO STREET EQUALIZATION BASIN AND PUMP STATION 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 Hawkins-Weir Engineers, Inc., providing engineering design services for the Zero Street Equalization Basin and Pump Station Improvements, Project Number 09-17-E2, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute Authorization Number Two in the amount of \$1,177,000.00, for providing said services.

This Resolution adopted this _____ day of September 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

W. [Signature]

Asst. City Attorney npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: September 17, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Zero Street Equalization Basin and Pump Station Improvements
Project Number 09-17-E2

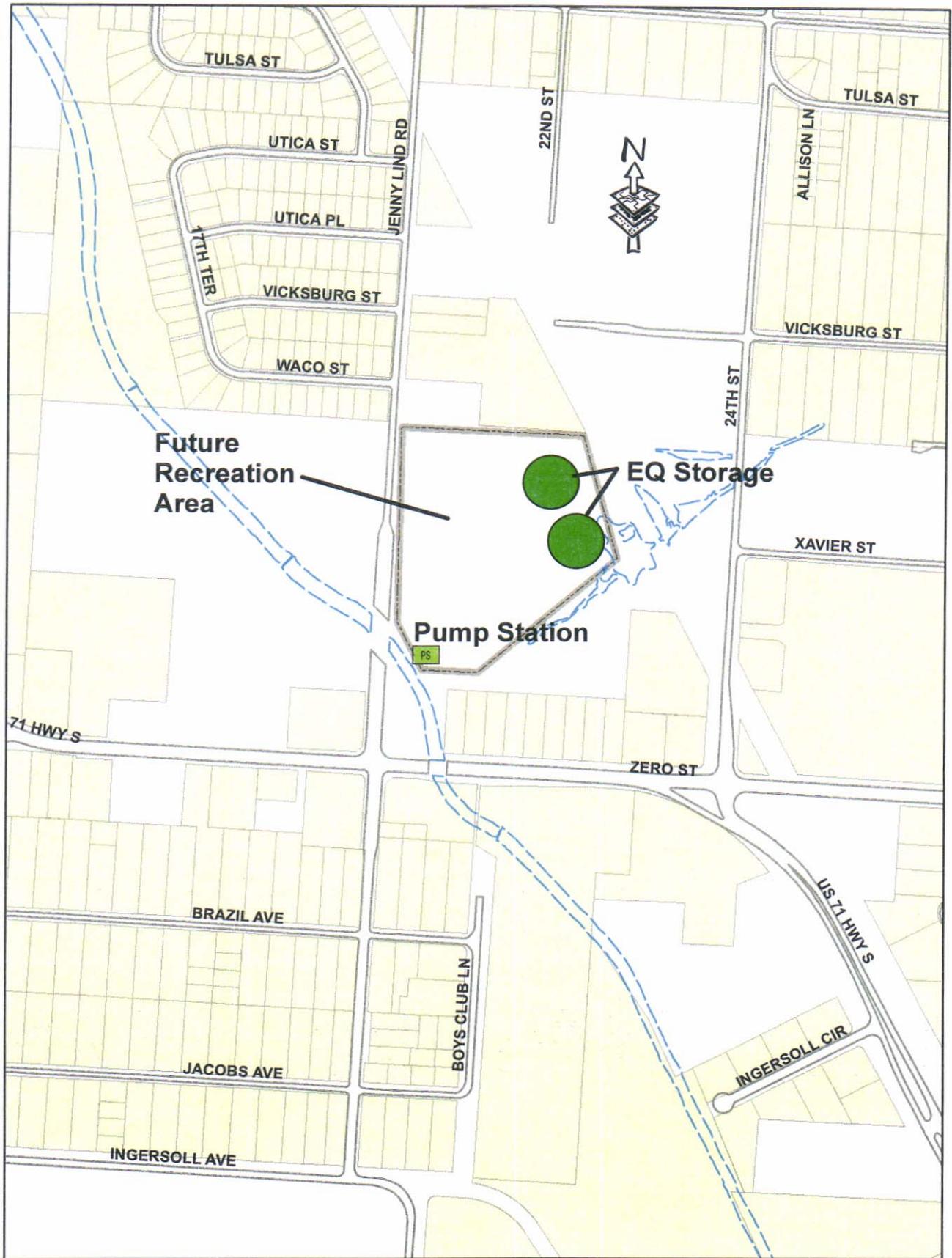
The city's wastewater management plan identifies collection system improvements necessary to address wet weather collection system overflows that occur upstream of the Zero Street pump station. As presented at the August 23 study session, this work includes the design of a new pump station and equalization storage. The attached exhibit shows the locations of the improvements.

Attached is a Resolution authorizing the Mayor to execute Authorization Number Two to the Agreement for engineering design services with Hawkins-Weir Engineering, Inc., in the amount of \$1,177,000.00. Funds for this project are available from the sales and use tax bond funds for wastewater improvements.

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

attachment

pc: Jeff Dingman



Zero Street EQ Basin & Pump Station
Project No. 09-17-E2



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: September 15, 2011

SUBJECT: Fire Code Appeals and Adjustments

The terms of James Reddick, Karl Lee Sutherland and Phillip Wear of the Fire Code Appeals and Adjustments will expire October 31, 2011. Mr. Reddick and Mr. Sutherland wishes to be reappointed. There has not been any reply from Mr. Wear.

There are no other applicants available at this time.

Appointments are by the Board of Directors. Two appointments are needed; the term will expire October 31, 2015.



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: September 15, 2011

SUBJECT: Outside Agency Review Panel

The "Recreation" review panel, which shall be comprised of the core committee members, as well as two individuals who are knowledgeable of recreation, are Fort Smith citizens, and are not directly related to any agencies that are applying for funds under this line item nor the board of directors of the City of Fort Smith.

The applicant available at this time is:

Jim Geels

2017 South 68 Street

Appointments are by the Board of Directors. One appointment is needed; the term will expire March 31, 2012.



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: September 16, 2011

SUBJECT: Water & Sewer Efficiency Study Citizen Advisory Committee

The purpose of the Water and Sewer Efficiency Study Citizens Advisory Committee (11 members) is to provide an effective public involvement process during the study by working closely with HDR Engineering, Inc. and city staff.

The applicants available at this time are:

| | |
|------------------|------------------------------------|
| David Burrell | 1013 South 74 Street |
| Bruce D. King | 1712 Houston Street |
| Tim Dooly | 1117 Solitude Drive |
| Matthew Garner | 12100 Supling Drive |
| Patrick Jacobs | 6308 Red Cedar Cir. |
| C. Leo Patterson | 3518 South O Street |
| Bruce Perkinson | 7000 South T Street |
| Kevin Moran | 810 Lexington Avenue |
| Bill Maddox | 6405 S. Fresno Street |
| Cecil Engles | 4917 South 96 Street |
| Lorie Robertson | 3301 South 96 Street |
| Michelle Cernak | 3117 Waco |
| Gary Campbell | (will bring in application Monday) |

Appointments are by the **Board of Directors**. The study is expected to be completed in early 2012 and will terminate upon the completion of the study. (11 appointments are needed)

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