Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Steve Tyler
Ward 2 – Andre' Good
Ward 3 – Don Hutchings
Ward 4 – George Catsavis
At Large Position 5 – Pam Weber
At Large Position 6 – Kevin Settle
At Large Position 7 – Philip H. Merry Jr.

AGENDA

Fort Smith Board of Directors

Regular Meeting

March 20, 2012 ~ 6:00 P.M.

Fort Smith Public Schools Service Center
3205 Jenny Lind Road

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 MARCH 6, 2012 REGULAR MEETING

ITEMS OF BUSINESS:

1. Ordinance granting to CoxCom, LLC, a Delaware Limited Liability Company, the right, privilege and franchise to use and occupy the streets, avenues, alleys, roads, highways, and other public places of the city for the purpose of erecting, construction, owning, leasing, or otherwise acquiring, maintaining, or operating its video service system solely for the providing of video services within the corporate limits of the city of Fort Smith, providing that CoxCom, LLC shall pay to the City of Fort Smith a municipal franchise fee, and for other purposes

2. Ordinance authorizing the Mayor to execute an agreement with Southwestern Bell Telephone Company for use of the city rights-of-way to provide IP-enabled video services within the corporate limits of the city of Fort Smith, Arkansas; and for other purposes

3. Resolution authorizing the offering of sales and use tax bonds to finance capital improvements and to refund outstanding sales and use tax bonds; and prescribing other matters relating thereto

4. Resolution approving priorities for the 2013 session of the Arkansas General Assembly

5. Consent Agenda

A. Resolution accepting completion of and authorizing final payment for the construction of drainage improvements, Phase II, Project No. 10-06-D *($26,172.22 / Engineering Department / Budgeted – Sales Tax Program Fund)*

B. Resolution authorizing the acquisition of real property interests for Jenny Lind Road and Ingersoll Avenue Widening, Project No. 07-01-A, AHTD Job No. 040471 ~ *Tracts 7, 8, 13 & 16 ($249,900.00 / Engineering Department / Budgeted - Sales Tax Program Fund)*

C. Resolution approving an amendment to the industrial services agreement between the City of Fort Smith, Sebastian County, and the Fort Chaffee Redevelopment Authority for the Mars Petcare Project at Chaffee Crossing

D. Resolution approving an amendment to the industrial services agreement between the City of Fort Smith, Sebastian County, and the Fort Chaffee Redevelopment Authority for the Umarex USA Project at Chaffee Crossing

E. Resolution accepting bid for the purchase of an Ion Chromatograph/HPLC (IC/HPLC) *($85,000 / Utility Department / Budgeted – Capital Outlay Fund Line Item 5605-301)*

F. Resolution accepting bid for the purchase of an automated side loader *($270,000 / Sanitation Department / Budgeted – Capital Outlay Fund Line Item 6302-301)*

G. Resolution accepting bid for the purchase of roll-off trucks *($340,000 / Sanitation Department / Budgeted – Sinking Fund)*

H. Resolution authorizing the Mayor to execute Amendment No. 1 to Authorization No. 2 with Philip J. Leraris, P.E., L.S. for engineering services associated with the Consolidation of Lift Stations 7 & 14 *($6,580.00 / Utility Department / Budgeted 2008 Revenue Bonds)*

I. Resolution authorizing Change Order No. 1 with Goodwin & Goodwin, Inc. for the Consolidation of Lift Station 7 & 14 *($12,607.00 / Utility Department / Budgeted 2008 Revenue Bonds)*

J. Resolution authorizing the Mayor to execute an agreement with EDM Consultants, Inc. for design of the Riverfront Development Water & Sewer Extensions *($180,000.00 / Utility Department / Budgeted – 6505 Capital Improvement Project Fund)*

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: Housing Assistance Board (3), Parking Authority (1) and Planning Commission (3)

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

ORDINANCE NO. ____ 1

AN ORDINANCE GRANTING TO COXCOM, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, AND OTHER PUBLIC PLACES OF THE CITY FOR THE PURPOSE OF ERECTING, CONSTRUCTING, OWNING, LEASING, OR OTHERWISE ACQUIRING, MAINTAINING, OR OPERATING ITS VIDEO SERVICE SYSTEM SOLELY FOR THE PROVIDING OF VIDEO SERVICES WITHIN THE CORPORATE LIMITS OF THE CITY OF FORT SMITH; PROVIDING THAT COXCOM, LLC SHALL PAY TO THE CITY OF FORT SMITH A MUNICIPAL FRANCHISE FEE; AND FOR OTHER PURPOSES.

WHEREAS, Under Ark. Code Ann. § 14-54-302, the City is empowered and authorized to sell, convey, lease, or let any real estate or personal property owned or controlled by the City; and

WHEREAS, Under Ark. Code Ann. § 14-54-704, the City is authorized to enter into contracts for any public utility necessities for itself and for the inhabitants of the City on such rates, charges, and terms as may be agreed upon; and

WHEREAS, Under Ark. Code Ann. § 14-200-101, the City is permitted to impose reasonable terms and conditions on the use and occupation of the City's ROW and to collect a reasonable franchise fee for such use and occupation of its ROW; and

WHEREAS, the City is authorized by the federal Cable Act (47 U.S.C. § 521, *et seq.*) to grant non-exclusive franchises to cable operators for the construction, operation, and maintenance of a video system to provide cable television service.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS that the City and CoxCom, LLC hereby agree as follows:

Section 1. GRANT OF AUTHORITY.

(a) The City of Fort Smith, Arkansas (the "City"), hereby grants CoxCom, LLC, (or "Grantee") the right, privilege and authority within the present and all future expansions of the corporate limits of the City of Fort Smith to construct, operate and maintain a system solely to provide Video Service. Nothing herein shall prohibit Grantee from using the Video Service System to provide other lawful services as permitted by applicable law.

(b) Grantee shall have the right, privilege and authority under the terms of this Franchise, through the regulatory authority of the Board of Directors, the FCC and other regulatory authorities:

(i) To sell, furnish, transmit and distribute Video Services to all inhabitants and consumers within the corporate limits; and

(ii) Subject to the terms, conditions and stipulations set forth in this ordinance, to construct, equip, operate, repair and maintain a Video Services System; and

(iii) To construct, equip, operate, repair and maintain a Video Services System for the purpose of conveying, distributing and conducting Video Service to any point beyond the city limits in order to enable Grantee to distribute and sell Video Service to subscribers in the City.

(c) Nothing herein contained shall be construed as granting to Grantee any exclusive right or privilege, nor shall it affect any prior right of Grantee to maintain a Video Services System within the City of Fort Smith, Arkansas.

Section 2. DEFINITIONS AND CONSTRUCTION.

For the purposes of this ordinance:

(a) *Cable Operator* means that term as defined in 47 USC 522(5).

(b) *Cable Service* means that term as defined in 47 USC 522(6).

(c) *Cable System* means that term as defined in 47 USC 522(7).

(d) *Cable Act* means Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, by the Cable Television Consumer Protection and Competition Act of 1992, and by the Telecommunications Act of 1996, and as the same may be further amended from time to time.

(e) *Federal Communications Commission or FCC* shall mean the present federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.

(f) *Grantee* shall be construed to mean CoxCom, LLC, a Delaware Limited Liability Company, the Franchisee under this ordinance.

(g) *Gross Revenues* are limited to amounts billed to and collected from Grantee's Video service subscribers for the following:

(i) recurring charges for Video service;

(ii) event-based charges for Video service, including but not limited to pay-per-view and video-on-demand charges;

(iii) rental of set top boxes and other Video Service equipment;

(iv) service charges related to the provision of Video Service, including, but not limited to, activation, installation, and repair charges that are solely related to video services;

(v) administrative charges related to the provision of Video Service, including, but not limited to service order and service termination charges;

(vi) Video Service Provider Fees, including, without limitation, municipal franchise fees collected from subscribers;

(vii) late payment fees; and,

(viii) maintenance fees.

Gross Revenues do not include:

(i) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, shall be included in Gross Revenues in the period collected;

(ii) discounts, refunds, and other price adjustments that reduce the amount of compensation received by Grantee;

(iii) amounts billed to video service subscribers to recover taxes or surcharges imposed by any governmental authority on the transaction between Grantee and subscribers in connection with the provision of Video Services, except and only to the extent as provided in (g)(vi) above; and,

(iv) revenue from the sale of capital assets or surplus equipment.

(h) *IP-enabled Video Service, ("IPTV")* means a switched, two-way, point-to-point integrated Internet Protocol ("IP") enabled video services, whereby solely video services, are delivered over a packet-switched IP-Network such as the internet, instead of being delivered through traditional terrestrial, satellite signal, and cable television formats.

(i) *Municipal Franchise Fee* shall be defined as that charge levied by the city for the privilege of occupying municipal right-of-way, easement or property.

(j) *Open Video System* (or "*OVS")* means that term as defined in 47 USC 573.

(k) *Public Way* shall be defined as including streets, avenues, alleys, roads, highways, rights-of-way, easements and other public places and ways within the jurisdiction of the City; provided, not all public ways are available for use for placement of utility facilities including the video system facilities of Grantee.

(l) *Public Ground* shall be defined as City parks and other public places within the jurisdiction of the City.

(m) *Video Programming* means that term as defined in 47 USC 522(20).

(n) *Video Service(s)* means video programming, cable service, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.

(o) *Video Service Provider* or *Provider* means a person authorized to provide Video Service.

(p) *Video Services System* shall mean a system or network designed to provide any Video Service.

Section 3. LOCATION, OTHER REGULATIONS

(a) Location of Facilities. Grantee's system for providing Video Services shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City or Public Utility System previously installed therein. The system for providing Video Services shall be located on Public Grounds as determined by the City. Grantee may abandon underground facilities in place; provided, at the City's request, Grantee will remove abandoned metal or concrete-encased conduit interfering with a City improvement project, but only to the extent such conduit is or will be uncovered by excavation as part of the City improvement project.

(b) Permits and Inspection Rights. Grantee's construction, reconstruction, operation, repair, maintenance and location of its facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this Franchise. The City shall have the right to inspect, upon reasonable prior written notice, and at its expense, all construction and installation work performed by Grantee of Video Services facilities on the public rights-of-way as it shall find necessary to ensure compliance with a specified permit. Any such inspection shall be solely for the benefit of the City.

(c) Field Locations. Grantee shall provide horizontal field locations for its underground facilities within the City within forty-eight (48) hours of a formal request by the City. If vertical locations are requested, Grantee shall provide the information within fourteen (14) days.

(d) Street Openings. Grantee shall not open or disturb any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by separate ordinance, for which the City may require a surety bond at the beginning of each year. Permit conditions imposed on Grantee shall not be more burdensome than those imposed on other entities for similar facilities or work. Grantee may, however, open and disturb any Public Way or Public Ground without permission from the City where an emergency exists requiring the immediate repair of its Cable System. In such event Grantee shall notify the City by telephone to the office designated by the City as soon as practicable. Grantee shall obtain any required permits for such emergency repair work not later than the second working day thereafter.

(e) Restoration. After completing any work requiring the opening of any Public Way or Public Ground, Grantee shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for two years thereafter. Work outside the paved area must be fine graded and seeded, hydro-mulched, or sod placed so that adjacent property owners or the City can mow without damage to machinery or people. The work shall be completed as promptly as weather permits, but in no case greater than sixty (60) days, and if Grantee shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Way or Public Ground in the said condition, the City shall have, after demand to Grantee to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make to restoration at the expense of the Grantee. Grantee shall pay to the City the cost of such work done for or performed by the City. The remedy shall be in addition to any other remedy available to the City for noncompliance.

(f) Notice of Improvements. The City shall reasonably endeavor to give Grantee reasonable notice of plans for improvements to Public Ways or Public Ground where the City has reason to believe that Grantee's system for providing Video Services may affect or be affected by the improvement. The notice may contain (i) the nature and character of the improvements; (ii) the Public Ways and Public Ground upon which the improvements are to be made; (iii) the extent of the improvements; (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Ground is involved, the order in which the work is to proceed. The notice must give Grantee a sufficient length of time in advance of the actual commencement of the work to permit Grantee to make any necessary additions, alterations or repairs to its facilities. Grantee may be required to submit to the City a copy of any long range plan for construction of a system to provide Video Services before January 1 of each year along with a work schedule inside the City within that particular calendar year.

(g) Utility Corridors. The City will provide Grantee space within a utility corridor in which to locate on all major street projects as determined by the City. Any facility that is located outside the corridor will be required to be moved into the assigned location or the City may move the facility and charge Grantee for the relocation. Grantee must locate within the assigned area of the corridor so as to not interfere with other entities.

(h) The terms "ordinance," "franchise," and "franchise ordinance" are used interchangeably herein.

Section 4. RELOCATIONS.

(a) Relocation of Video Services Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, re-grade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Grantee to relocate its Video Services System facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Grantee shall relocated its facilities at its own expense unless the facilities are located in a private easement or right of way obtained by the Grantee. If they are in an easement controlled or obtained by the City or as part of a City project, the Grantee must relocate at its own expense. The City shall give Grantee reasonable notice of plans to vacate for a City improvement project, or to grade, re-grade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If relocation is ordered within five (5) years of a prior relocation of the same facilities, which relocation was made at Grantee's expense, the City shall reimburse Grantee for any non-betterment costs on a time and material basis; provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously un-served area, Grantee may be required to make the subsequent relocation at its own expense. Nothing in this ordinance requires Grantee to relocate, remove, replace or reconstruct at its own expense its Video Services System where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement. Where public funds are made available to reimburse utilities or other occupants of the Public Ways for relocation costs, Grantee shall have equal right to apply for and access such funds.

(b) Relocation of Video Services System in Public Ground. The City may require Grantee at Grantee's expense to relocate or remove its Video Services System from Public Ground upon finding by City that the facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

(c) Moving of Buildings. Grantee shall remove, raise, or lower its wires temporarily to permit the moving of houses or other structures, provided that the person requesting such temporary removal, raising or lowering of the wires shall pay the expense of such temporary removal, raising or lowering of the wires, and provided that Grantee shall not be required to remove, raise or lower its wires with less than forty-eight (48) hours advance notice or mutually agreed upon time.

Section 5. VEGETATION MANAGEMENT.

Grantee shall have the authority to trim trees or other natural growth overhanging any of its Video Services System or facilities so as to reasonably prevent branches from coming in contact with the Grantee's wires, cables, or other equipment; however, the Grantee shall not engage in excessive trimming except during an emergency or the recovery after an emergency. Grantee shall reasonably attempt to notify the City and its residents at least three days prior to entering onto property to perform any tree trimming activities.

Section 6. FRANCHISE FEE.

(a) Franchise Fee. Grantee shall pay the City a municipal franchise fee in an amount equal to four percent (4%) of Grantee's annual Gross Revenues. If approved by the City Board of Directors, the City may adjust said franchise fee percentage (%) at any time by providing written notice to the Grantee of such change no less than ninety (90) days in advance of the specific date upon which the change is to be effective, provided that such different rate does not exceed the lesser of: (1) the maximum described in 47 U.S.C. § 542(b), or (2) any similar fee charged to any other cable operator or video services provider in the City.

(b) Payment Schedule and Reports. Payments shall be made to the City on a quarterly basis, not later than forty-five (45) days after the last day of each March, June, September, and December. Each payment shall be accompanied by a brief report from a representative of the grantee showing the basis for the computation, and certification that the calculation of the payment is in accordance with the terms of this ordinance and is believed to be accurate.

(c) Verification. Grantee shall maintain books of account and records adequate to enable Grantee to demonstrate that it is in compliance with the obligation to pay the fees described in this Agreement with respect to Video Services. The City shall have the right to examine, audit and verify from the records of Grantee any data relating to the Gross Revenues subject to the required fee. The City acknowledges that some of the records which may be provided by Grantee may be classified as confidential or proprietary and, therefore, may subject Grantee to competitive disadvantage if made public. To the extent permitted by law, the City shall therefore maintain the confidentiality of any and all records provided to it by Grantee and cooperate with Grantee in protecting such confidential or proprietary information in the event an open records or similar request is received by the City pursuant to applicable laws.

Section 7. ASSIGNMENT.

Grantee shall have the right to assign this Franchise and its respective rights, terms and conditions, to an affiliated entity so long as the operations to be conducted by said assignee are in accordance with the applicable standards contained therein and Grantee and its assignee remain responsible for all obligations of this ordinance. Any assignment to an "unrelated entity," as that term is hereinafter defined in this paragraph, or any subsequent assignment of this Franchise to an unrelated entity, shall be subject to the prior written approval of the City, which approval shall not be unreasonably denied or delayed. For purposes of this agreement, an "unrelated entity" shall be defined as a corporation or other entity which is neither partially or totally owned by nor a subsidiary of Grantee nor the partial or total owner of Grantee.

Section 8. OTHER PROVISIONS.

(a) Local office. Grantee agrees to maintain an office open to the public during regular and normal business hours within the corporate limits of the City of Fort Smith.

(b) Service Area. This Franchise Agreement shall apply to Grantee's service area within the municipal boundaries of the City of Fort Smith as they exist upon the date of execution of this Franchise Agreement and may hereafter be extended.

(i) Grantee intends to make its Video Services available to all residences within the Service Area (the municipal boundaries of the City of Fort Smith) on a non-discriminatory basis, and without regard to the income or minority status of any resident or group of residents within the municipal boundaries of the City.

(ii) Grantee acknowledges that the City from time to time may add land to the city limits by annexation into which Grantee is obligated to provide video service under this ordinance. Said obligation shall occur whenever the Grantee receives a request for Video Services from a potential Subscriber in a contiguous unserved area where there are at least forty-five (45) residences within one (1) mile of its Video Services infrastructure and said connection shall be for the sole purpose of the usual connection and service fees for all Subscribers. The one mile shall be measured in extension length of Grantee's facilities or line required for service located within the Public Way and shall not include length of necessary service drop to the Subscriber's home.

(c) Public, Educational, and Governmental Programming. Grantee agrees to provide governmental access to one (1) channel without charge for the City's noncommercial, public, education and government (PEG) programming through its Video Services System. Grantee shall not be responsible for content of PEG programming.

(d) Emergency Messages. Grantee shall carry all Federal, State, and Local alerts provided over the Federal Emergency Alert System through its Video Services

System in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

(e) Customer Service Standards. Grantee shall comply with the customer service requirements set forth in 47 C.F.R. Section 76.309(c), as such requirements may be amended from time to time. The requirements of this Franchise Ordinance are intended to be identical to the federal law and shall be deemed automatically amended should 47 C.F.R. Section 76.309(c) be amended.

(f) FCC Rules and Regulations. The Grantee shall comply with all applicable rules and regulations of the FCC, including, without limitation, any applicable rules and regulations governing emergency alert systems, technical standards and customer service standards.

Section 9. BREACH, TERMINATION AND DISPUTE RESOLUTION.

Should either party claim that a material breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within thirty (30) days. If EITHER PARTY fails to cure a material breach of this agreement, or take reasonable steps as agreed to in writing with the other party to cure such material breach, within thirty (30) days after notice has been delivered or has been found by a court or other agency to have engaged in fraud or deceit in an attempt to evade a material obligation of this Agreement, the OTHER PARTY may terminate and cancel the Agreement. Following such event of termination and cancellation, and regarding all other disputes, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Franchise through discussions between designated representatives of the Parties, and use of a mediator when such discussions have failed. Both parties reserve the right to initiate litigation in the Circuit Court of Sebastian County if other dispute resolution efforts are not successful

Section 10. TERM.

The Franchise granted hereunder shall be for a term of approximately five (5) years commencing on the effective date of the Franchise as set forth below and ending December 31, 2016, unless otherwise lawfully terminated in accordance with the terms of this Franchise. The municipal franchise fee shall become payable with the April, 2012 billing for Video Services. The term may be extended or otherwise altered only upon written agreement of the parties.

Section 11. POLICE POWER OF THE CITY.

No provision of this Franchise shall be construed to limit or abridge the authority of the City to implement and exercise police powers and regulations necessary for the safety and welfare of the inhabitants of the City of Fort Smith, Arkansas.

Section 12. INDEMNITY AND INSURANCE

(a) Indemnity. Grantee shall save and hold harmless the City from and indemnify the City against any and all claims, demands, or judgments against the City, as well as any costs incurred by the City in the defense of such claims, by reason of the

granting of this Franchise or any act or omission of Grantee in the conduct of its operations.

(b) Insurance. Grantee shall maintain, at its own cost and expense, Workers Compensation, Commercial General Liability, Auto Liability, and Umbrella Liability Insurance as throughout the term of the Franchise. Minimum limits shall be $1,000,000 per occurrence, with $5,000,000 umbrella coverage, unless otherwise prescribed by state law. Such insurance shall be noncancelable except upon thirty (30) days written advance notice the City. Upon request, Grantee shall provide a certificate of insurance showing evidence of the coverage required by this section.

Section 13. EQUAL PROTECTION.

The right to use and occupy the City's Public Ways for the purpose herein shall not be exclusive; provided, however, that no Person shall be permitted enter into the City's Public Ways for the purpose of constructing or operating a Video Services System, without first obtaining a Franchise, permit, license, authorization or other agreement from the City. In the event the City authorizes or permits any Person in addition to the Grantee to enter into the City's Public Ways for the purpose of constructing or operating a Video Service System, the material provisions thereof shall be reasonably comparable to those contained herein, and the obligations imposed on the grantee thereunder shall be no less burdensome nor more favorable than the obligations imposed upon the Grantee hereunder, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

Section 14. CONFLICTS AND SEVERABILITY.

All ordinances or parts of ordinances conflicting with any of the provisions of this ordinance are hereby repealed. If any clause, sentence, or section of this ordinance should be determined to be invalid, the invalidity of any clause, sentence, or section hereof shall not affect the validity of the remainder of this ordinance.

Section 15. NOTICE.

Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the City or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (i) upon receipt when hand delivered with receipt/acknowledgment; (ii) upon receipt when sent by certified, registered mail, postage prepaid; or (iii) within five (5) business days after having been posted in first-class mail, postage prepaid.

The notices or responses to the City shall be addressed as follows:

City of Fort Smith, Arkansas
Attn: City Administrator
PO Box 1908
623 Garrison Avenue
Fort Smith, Arkansas 72902

The notices or responses to the Grantee shall be addressed as follows:

CoxCom, LLC
Attn: V.P. Government Affairs
901 So. George Washington Ave
Wichita, Kansas 67211

with a copy to:
Cox Communications
Attn: Government Affairs
1401 W Capitol Ave, Ste 249
Little Rock, AR 72201-2905

The City and the Grantee may designate such other address or addresses from time to time by giving notice to the other in accordance with the provisions hereof.

Section 16. EFFECTIVE DATE.

The effective date of this Franchise is the ___ day of _____, 2012.

Section 17. EMERGENCY CLAUSE.

The Board of Directors for the City of Fort Smith, Arkansas, has determined that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Fort Smith, Arkansas, shall become law immediately upon its passage, approval and publication.

This ordinance passed, adopted and effective this _____ day of _____, 2012.

FRANCHISING AUTHORITY:

City of Fort Smith, Arkansas

_____
Mayor

Attest:

_____
City Clerk

IN WITNESS WHEREOF, CoxCom, LLC, has accepted this Franchise on _____, 2012.

GRANTEE:

CoxCom, LLC

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
City Attorney, Publish 1 time(s)

Memo

To: Ray Gosack, City Administrator

From: Jeff Dingman, Deputy City Administrator

Date: 3/15/2012

Re: CoxCom, LLC Video Service Franchise

Presented for Board consideration at the March 20, 2012 regular meeting is a franchise ordinance authorizing CoxCom, LLC to provide video services and offer video programming in the City of Fort Smith. This is a renewal of the cable television franchise most recently approved by Ordinance No. 53-03 in July, 2003. The 2003 franchise as approved was set to expire December 31, 2011. The Board approved Ordinance 104-11 in December, 2011 extending the term of the previous franchise to March 31, 2012.

The proposed franchise ordinance has been updated from the previous version, including updates to some terminology in order to recognize the updated technology used to deliver video programming services. The basic parameters of the agreement include the following:

- Applies solely to the provision of video programming services (such as cable TV service). Other services that may be provided over the cable infrastructure (such as internet or digital telephone) are not intended or addressed as part of this franchise ordinance.

- Includes (approximately) a five-year term, expiring December 31, 2016. With the changing technology available in this industry, it is felt a 5-year term is more appropriate than the ten years used in the previous franchise ordinance.

- Continues the previous requirement of a 4% franchise fee on gross revenues. In 2010, the City collected over $650,000 from Cox in franchise fees for use of the City's rights-of-way, which is general fund revenue.

- Prescribes the Service Area as the municipal boundaries of the City as they now exist or as they may be extended by annexation.

- Authorizes Cox to locate, construct, and maintain facilities in the public rights-of-way, requiring coordination with the City and other public utilities as needed.

- Continues the previous requirements for maintaining a local office open to the public and providing a government access channel.

- Refers to and incorporates FCC rules and regulations on customer service standards, which include things like office hours, toll-free service lines, notifications of outages, notifications of rate changes, and acceptable timeframes for responses & installations.

Staff and the City Attorney worked on the language in the proposed document with representatives from Cox, and the resulting document is suitable to the needs of both parties. Staff recommends approval of the franchise ordinance. Please contact me at your convenience if you have questions regarding this agenda item.

2

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SOUTHWESTERN BELL TELEPHONE COMPANY FOR USE OF THE CITY RIGHTS-OF-WAY TO PROVIDE IP-ENABLED VIDEO SERVICES WITHIN THE CORPORATE LIMITS OF THE CITY OF FORT SMITH, ARKANSAS; AND FOR OTHER PURPOSES

WHEREAS, Southwestern Bell Telephone Company, d/b/a AT&T Arkansas, has been authorized to offer its IP-enabled video programming services ("IP-enabled video services") to customers within the corporate limits of the City of Fort Smith since the adoption of Ordinance No. 16-07 in February, 2007; and

WHEREAS, said agreement authorized by Ordinance No. 16-07 was for a period of nearly five years, terminating on December 31, 2011; and

WHEREAS, the term of said agreement authorized by Ordinance No. 16-07 was extended to March 31, 2012, by Ordinance No. 105-11 approved in December, 2011; and

WHEREAS, an agreement set forth as Exhibit A to this ordinance sets forth the terms and conditions for Southwestern Bell Telephone Company to continue to provide IP-Enabled video services within the corporate limits of the City of Fort Smith.

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

Section 1. The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, a Video Services Agreement, in a form substantially the same as that attached as Exhibit A to this ordinance, which permits Southwestern Bell Telephone Company to provide IP-enabled video services to the citizens located within the corporate limits of the City of Fort Smith, Arkansas.

Section 2. Severability. In the event any title, section, paragraph, item, definition, sentence, clause, phrase, or word of this ordinance (including its exhibit) is declared or adjudged by be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the ordinance.

Section 3. Repealer. All ordinances and parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent necessary to resolve such inconsistency.

Section 4. Emergency Clause. The Board of Directors for the City of Fort Smith, Arkansas, has determined that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Fort Smith, Arkansas, shall become law immediately upon its passage, approval and publication.

This ordinance adopted this ____ day of _____, 2012.

APPROVED

_____

Mayor

ATTEST:

_____

City Clerk

Approved as to Form:

_____

City Attorney

Publish __ time(s)

Memo

To: Ray Gosack, City Administrator

From: Jeff Dingman, Deputy City Administrator

Date: 3/16/2012

Re: AT&T Video Services Agreement

Presented for Board consideration at the March 20, 2012 regular meeting is an ordinance authorizing a video services agreement with AT&T Arkansas to provide video services and offer video programming in the City of Fort Smith. This is a renewal of the agreement first approved by Ordinance No. 16-07 in February, 2007, authorizing AT&T's IP-enabled (U-Verse) video product. The 2007 agreement as approved was set to expire December 31, 2011. The Board approved Ordinance 105-11 in December, 2011 extending the term of the previous agreement to March 31, 2012.

The proposed video services agreement has been updated from the previous version, including updates to some terminology in order to recognize the updated technology used to deliver video programming services. The basic parameters of the agreement include the following:

- Applies solely to the provision of IP-enabled video programming services (such as U-Verse). Other services that may be provided over the infrastructure (such as internet or digital telephone) are not intended or addressed as part of this video services agreement.

- Includes (approximately) a five-year term, expiring December 31, 2016. With the changing technology available in this industry, it is felt a 5-year term is appropriate.

- Continues the previous requirement of a 4% video services fee on gross revenues. In 2010, the City collected just under $100,000 from AT&T in video services fees for use of the City's rights-of-way, which is general fund revenue.

- Prescribes the Service Area as the municipal boundaries of the City as they now exist or as they may be extended by annexation.

- Authorizes AT&T to locate, construct, and maintain facilities in the public rights-of-way, subject to the police power of the City.

- Continues the previous requirements for maintaining a local office open to the public and providing a government access channel. Requires a grant paid to the City to support and develop the local access channel on the AT&T video services system.

- Refers to and incorporates FCC rules and regulations on customer service standards, which include things like office hours, toll-free service lines, notifications of outages, notifications of rate changes, and acceptable timeframes for responses & installations.

Staff and the City Attorney worked on the language in the proposed document with representatives from AT&T Arkansas, and the resulting document is suitable to the needs of both parties. Staff recommends approval of the video services agreement. Please contact me at your convenience if you have questions regarding this agenda item.

City of Fort Smith Ordinance No. _____
Exhibit "A"

VIDEO SERVICES AGREEMENT

THIS VIDEO SERVICES AGREEMENT ("Agreement") dated _____, 2012 ("Effective Date") is made by and between Southwestern Bell Telephone Company, d/b/a AT&T Arkansas, hereinafter "AT&T Arkansas," and the City of Fort Smith, Arkansas, a municipal corporation ("City"). AT&T Arkansas and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

A. AT&T Arkansas asserts it has statewide authority under Ark. Code Ann. §23-17-101 to construct, operate and maintain its telecommunications facilities in the public rights of way ("ROW") throughout the state of Arkansas.

B. Under Ark. Code Ann. § 14-54-302, the City is empowered and authorized to sell, convey, lease, or let any real estate or personal property owned or controlled by the City.

C. Under Ark. Code Ann. § 14-54-704, the City is authorized to enter into contracts for any public utility necessities for itself and for the inhabitants of the City on such rates, charges, and terms as may be agreed upon.

D. Under Ark. Code Ann. §14-200-101 and § 23-17-101(c), the City is permitted to impose reasonable terms and conditions on AT&T Arkansas' use and occupation of the City's ROW and to collect a reasonable franchise fee for such use and occupation of its ROW.

E. AT&T Arkansas currently provides in Fort Smith a switched, two-way, point-to-point and interactive service ("IP-enabled Video Service") pursuant to an agreement authorized by Ordinance No. 16-07 and Ordinance No. 105-11. The IP-enabled Video Service involves the use of the City's ROW.

F. AT&T Arkansas believes that Ark. Code Ann. §23-17-101 covers the construction, operation and maintenance of the IP-enabled Video Service, and that AT&T Arkansas is not required to obtain a separate franchise or other authorization from the City to offer IP-enabled Video Services within the City. The City believes that the provision of IP-enabled Video Services by AT&T Arkansas is beyond the scope of Ark. Code Ann. §23-17-101 and is subject to the City's cable television or other franchising authority.

G. AT&T Arkansas further believes that the City's right to regulate the providing of IP-enabled Video Service in the City's ROW is limited to the right to impose reasonable conditions regarding the time, place, and manner of AT&T Arkansas' use and occupation of the City's ROW.

H. The City believes it has the additional authority to regulate the construction of facilities in the City's ROW by which IP-enabled Video Services are provided pursuant to Ark. Code Ann. §14-54-302 and Ark. Code Ann. §14-54-704, but acknowledges that the law is not settled on this point.

I. Both Parties agree that the provision of IP-enabled Video Services should not be delayed by litigation to establish the scope of Ark. Code Ann. §23-17-101 or the application of the City's franchise authority to IP-enabled Video Services.

J. City and AT&T Arkansas further agree that litigation to resolve this issue would be complex and protracted, and that it is in the best interests of both Parties and the residents of the City to reach a compromise of each other's positions and claims.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, the City and AT&T Arkansas agree as follows:

Section 1. GENERAL.

(a) The City of Fort Smith, Arkansas (the "City"), hereby agrees that AT&T Arkansas may within the present and all future expansions of the corporate limits of the City of Fort Smith construct, operate and maintain a system solely to provide video service.

(b) AT&T Arkansas shall have the right, privilege and authority under this Agreement, through the regulatory authority of the Board of Directors, the FCC and other regulatory authorities:

(i) To sell, furnish, transmit and distribute Video Services to all inhabitants and consumers within the corporate limits; and

(ii) Subject to the terms, conditions and stipulations set forth in this agreement, to construct, equip, operate, repair and maintain a Video Services System; and

(iii) To construct, equip, operate, repair and maintain a Video Services System for the purpose of conveying, distributing and conducting Video Service to any point beyond the city limits in order to enable AT&T Arkansas to distribute and sell Video Service to subscribers in the City.

(c) Nothing herein contained shall be construed as granting to AT&T Arkansas any exclusive right or privilege, nor shall it affect any prior or existing right of AT&T Arkansas to maintain a Video Services System within the City of Fort Smith, Arkansas.

Section 2. DEFINITIONS AND CONSTRUCTION.

For the purposes of this agreement:

(a) *Cable Operator* means that term as defined in 47 USC 522(5).

(b) *Cable Service* means that term as defined in 47 USC 522(6).

(c) *Cable System* means that term as defined in 47 USC 522(7).

(d) *Cable Act* means Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, by the Cable Television Consumer Protection and Competition Act of 1992, and by the Telecommunications Act of 1996, and as the same may be further amended from time to time.

(e) *Federal Communications Commission or FCC* shall mean the present federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.

(f) *Gross Revenues* are limited to amounts billed to and collected from AT&T Arkansas video service subscribers for the following:

(i) recurring charges for video service;
(ii) event-based charges for video service, including but not limited to pay-per-view and video-on-demand charges;
(iii) rental of set top boxes and other video service equipment;
(iv) service charges related to the provision of video service, including, but not limited to, activation, installation, and repair charges that are solely related to video service;
(v) administrative charges related to the provision of video service, including, but not limited to service order and service termination charges;
(vi) video service Provider Fees, including, without limitation, municipal franchise fees collected from subscribers;
(vii) late payment fees; and,
(viii) maintenance fees.

Gross Revenues do not include:

(i) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, shall be included in Gross Revenues in the period collected;
(i) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Arkansas;
(iii) amounts billed to video service subscribers to recover taxes or surcharges imposed by any governmental authority on the transaction between AT&T Arkansas and subscribers in connection with the provision of IP video services except and to the extent as provided in (f)(vi) above; and,
(iv) revenue from the sale of capital assets or surplus equipment.

(g) *IP-enabled video service, ("IPTV")* means a switched, two-way, point-to-point integrated Internet Protocol ("IP") enabled video services, whereby video services are delivered over a packet-switched IP-Network, instead of being delivered through traditional terrestrial, satellite signal, or cable television formats.

(h) *Open Video System* (or "*OVS")* means that term as defined in 47 USC 573.

(i) *Public Way* shall be defined as including streets, avenues, alleys, roads, highways, rights-of-way, easements and other public places and ways within the

jurisdiction of the City; provided, not all public ways are available for use for placement of utility facilities including the video system facilities of AT&T Arkansas.

(j) *Public Ground* shall be defined as City parks and other public places within the jurisdiction of the City.

(k) *Video Programming* means that term as defined in 47 USC 522(20).

(l) *Video Service(s)* means video programming, cable service, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.

(m) *Video Service Provider* or *Provider* means a person authorized to provide Video Service.

(n) *Video Services System* shall mean a system or network designed to provide any video service.

Section 3. LOCATION OF FACILITIES, OTHER REGULATIONS

AT&T Arkansas' system for providing video services shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City or Public Utility System previously installed therein and is subject to the exercise of the police power by the City.

Section 4. VEGETATION MANAGEMENT.

AT&T Arkansas shall have the authority to trim trees or other natural growth overhanging any of its video service system so as to reasonably prevent branches from coming in contact with the AT&T Arkansas's wires, cables, or other equipment; however, the AT&T Arkansas shall not engage in excessive trimming except during an emergency or the recovery after an emergency. AT&T Arkansas shall reasonably attempt to notify the City and its residents at least three days prior to entering onto property to perform any tree trimming activities.

Section 5. VIDEO SERVICES FEE.

(a) Video Services Fee. AT&T Arkansas shall pay the City a video services fee in an amount equal to four percent (4%) of AT&T Arkansas' annual Gross Revenues. If approved by the City Board of Directors, the City may adjust said video services fee percentage (%) at any time by providing written notice to the Grantee of such change no less than ninety (90) days in advance of the specific date upon which the change is to be effective, provided that such different rate does not exceed the lesser of: 1) the maximum described in 47 U.S.C. § 542(b), or (2) any similar fee charged to any other cable operator or video services provider in the City.

(b) Payment Schedule and Reports. Payments shall be made to the City on a quarterly basis, not later than forty-five (45) days after the last day of each March, June, September, and December. Each payment shall be accompanied by a brief report from a representative of AT&T Arkansas showing the basis for the computation, and certification that the calculation of the payment is in accordance with the terms of this ordinance and is believed to be accurate.

(c) Verification. AT&T Arkansas shall maintain books of account and records adequate to enable AT&T Arkansas to demonstrate that it is in compliance with the obligation to pay the fees described in this Agreement with respect to video services. The City shall have the right to examine, audit and verify from the records of AT&T Arkansas any data relating to the Gross Revenues subject to the required fee. The City acknowledges that some of the records which may be provided by AT&T Arkansas may be classified as confidential or proprietary and, therefore, may subject AT&T Arkansas to competitive disadvantage if made public. To the extent permitted by law, the City shall therefore maintain the confidentiality of any and all records provided to it by AT&T Arkansas and cooperate with AT&T Arkansas in protecting such confidential or proprietary information in the event an open records or similar request is received by the City pursuant to applicable laws.

Section 6. ASSIGNMENT.

AT&T Arkansas shall have the right to assign this Agreement and its respective rights, terms and conditions, to an affiliated entity so long as the operations to be conducted by said assignee are in accordance with the applicable standards contained therein and AT&T Arkansas and its assignee remain responsible for all obligations of this ordinance. Any assignment to an "unrelated entity," as that term is hereinafter defined in this paragraph, or any subsequent assignment of this Agreement to an unrelated entity, shall be subject to the prior written approval of the City, which approval shall not be unreasonably denied or delayed. For purposes of this agreement, an "unrelated entity" shall be defined as a corporation or other entity which is neither partially or totally owned by a subsidiary of AT&T Arkansas nor the partial or total owner of AT&T Arkansas.

Section 7. OTHER PROVISIONS.

(a) Local office. AT&T Arkansas agrees to maintain an office open to the public during regular and normal business hours within the corporate limits of the City of Fort Smith.

(b) Service Area. AT&T Arkansas intends to offer video programming on a non-discriminatory basis, and without regard to the income or minority status of any resident or group of residents residing within the municipal boundaries of the City. AT&T Arkansas intends to make video programming available, subject to technological or economic feasibility, to all residences within the City boundaries, by use of IP-enabled video services or other alternative video programming technology. AT&T Arkansas acknowledges that the City from time to time may add additional land to the city limits by annexation and that these obligations will apply to such areas.

(c) Public, Educational, and Governmental Programming. AT&T Arkansas agrees to provide governmental access to one (1) channel without charge for the City's noncommercial, public, education and government (PEG) programming through its video

services System. AT&T Arkansas shall not be responsible for content of PEG programming.

(i) AT&T Arkansas shall provide City with a capital PEG grant of Five Thousand and No/100 Dollars ($5,000.00) within ninety days from the Effective Date of this Agreement. Such grant may be used by the City to support PEG channel facilities as allowed by federal law; further, the grant shall not be offset, deducted or chargeable as a credit against video service fee payments required by this agreement.

(ii) If technically and economically feasible, AT&T Arkansas will, at its discretion, use reasonable efforts to interconnect with the incumbent cable provider to provide PEG programming.

(d) Emergency Messages. AT&T Arkansas shall carry all Federal, State, and Local alerts provided over the Federal Emergency Alert System through its video services System in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

(e) Customer Service Standards. AT&T Arkansas shall comply with the customer service requirements set forth in 47 C.F.R. Section 76.309(c), as such requirements may be amended from time to time. The requirements of this Agreement are intended to be identical to the federal law and shall be deemed automatically amended should 47 C.F.R. Section 76.309(c) be amended.

(f) FCC Rules and Regulations. The AT&T Arkansas shall comply with all applicable rules and regulations of the FCC, including, without limitation, any applicable rules and regulations governing emergency alert systems, technical standards and customer service standards.

Section 8. BREACH, TERMINATION AND DISPUTE RESOLUTION.

Should either party claim that a material breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within 30 days. If EITHER PARTY fails to cure a material breach of this agreement with 30 days after notice has been delivered or engages in fraud or deceit in an attempt to evade obligations of this Agreement, the OTHER PARTY may terminate and cancel the Agreement. Following such event of termination and cancellation, and regarding all other disputes, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties, and use of a mediator when such discussions have failed. Both parties reserve the right to initiate litigation in the Circuit Court of Sebastian County if other dispute resolution efforts are not successful.

Section 9. TERM.

The Agreement hereunder shall be for a term of approximately five (5) years commencing on the effective date of the Agreement as set forth below and ending December 31, 2016, unless otherwise lawfully terminated in accordance with the terms of this Agreement. The municipal video service fee shall become payable with the April,

2012 billing for video services. The term may be extended or otherwise altered only upon written agreement of the parties.

Section 10. POLICE POWER OF THE CITY.

No provision of this agreement shall be construed to limit or abridge the authority of the City to implement and exercise police powers and regulations necessary for the safety and welfare of the inhabitants of the City of Fort Smith, Arkansas.

Section 11. INDEMNITY AND INSURANCE

(a) Indemnity. AT&T Arkansas shall save and hold harmless the City from and indemnify the City against any and all claims, demands, or judgments against the City, as well as any costs incurred by the City in the defense of such claims, by reason of the signing of this Agreement or any act or omission of AT&T Arkansas in the conduct of its operations.

(b) Insurance. AT&T Arkansas shall maintain, at its own cost and expense, Workers Compensation, Commercial General Liability, Auto Liability, and Umbrella Liability Insurance as throughout the term of the Agreement. Minimum limits shall be $1,000,000 per occurrence, with $5,000,000 umbrella coverage, unless otherwise prescribed by state law. Such insurance shall be noncancelable except upon thirty (30) days written advance notice the City. AT&T Arkansas may self-insure to meet this obligation. Upon request, AT&T Arkansas shall provide a certificate of insurance showing evidence of the coverage required by this section.

Section 12. EQUAL PROTECTION.

The right to use and occupy the City's Public Ways for the purpose herein shall not be exclusive; provided, however, that no Person shall be permitted enter into the City's Public Ways for the purpose of constructing or operating a video services System, without first obtaining a Franchise, permit, license, authorization or other agreement from the City. In the event the City authorizes or permits any Person in addition to the AT&T Arkansas to enter into the City's Public Ways for the purpose of constructing or operating a video service System, the material provisions thereof shall be reasonably comparable to those contained herein, and the obligations imposed on the AT&T Arkansas thereunder shall be no less burdensome nor more favorable than the obligations imposed upon the AT&T Arkansas hereunder, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

Section 13. CONFLICTS AND SEVERABILITY.

All ordinances or parts of ordinances conflicting with any of the provisions of this ordinance are hereby repealed. If any clause, sentence, or section of this ordinance should be determined to be invalid, the invalidity of any clause, sentence, or section hereof shall not affect the validity of the remainder of this ordinance.

Section 14. NOTICE.

Unless expressly otherwise agreed between the parties, every notice or response required by this Agreement to be served upon the City or AT&T Arkansas shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (i) upon receipt when hand delivered with receipt/acknowledgment; (ii) upon receipt when sent by certified, registered mail, postage prepaid; or (iii) within five (5) business days after having been posted in first-class mail, postage prepaid.

The notices or responses to the City shall be addressed as follows:

City of Fort Smith, Arkansas
Attn: City Administrator
PO Box 1908
623 Garrison Avenue
Fort Smith, Arkansas 72902

The notices or responses to AT&T Arkansas shall be addressed as follows:

AT&T Arkansas
Attn: External Affairs
101 N. 13th St, Rm 100
Fort Smith, Arkansas 72901

with a copy to:
AT&T Arkansas
Attn: General Attorney
1111 West Capitol Ave, Rm 1005
Little Rock, Arkansas 72201

The City and AT&T Arkansas may designate such other address or addresses from time to time by giving notice to the other in accordance with the provisions hereof.

Section 15. EFFECTIVE DATE.

The effective date of this Agreement is the ___ day of _____, 2012.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the effective date set forth above.

City of Fort Smith, Arkansas:

_____
Mayor

Attest:

_____
City Clerk

Southwestern Bell Telephone Company,
D/B/A AT&T Arkansas

By: _____
Name: Edward Drilling
Title: President

Attest:

_____
Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE OFFERING OF SALES AND USE TAX BONDS TO FINANCE CAPITAL IMPROVEMENTS AND TO REFUND OUTSTANDING SALES AND USE TAX BONDS; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, at the special election held March 13, 2012 in the City of Fort Smith, Arkansas (the "City"), a majority of the electors voting on the questions approved the issuance of bonds in the maximum principal amount of $55,380,000 in order to refund the City's Sales and Use Tax Refunding and Improvement Bonds, Series 2006, Sales and Use Tax Bonds, Series 2008 and Sales and Use Tax and Water and Sewer Revenue Bonds, Series 2009 (collectively, the "Bonds to be Refunded"), bonds in the maximum principal amount of $71,070,000 for wastewater improvements, bonds in the maximum principal amount of $28,120,000 to finance water improvements, bonds in the maximum principal amount of $9,110,000 to finance firefighting improvements and bonds in the maximum principal amount of 44,260,000 to finance aquatic center improvements; and

WHEREAS, the Board of Directors of the City has determined that the City should issue the bonds in series and that the City should proceed with the issuance of the first series of bonds (the "Series 2012 Bonds") to accomplish the refunding and to finance the aquatic center improvements and a portion of the wastewater improvements, water improvements and firefighting improvements; and

WHEREAS, pursuant to A.C.A. §14-164-315, the City has determined to sell the Series 2012 Bonds on a negotiated basis to Stephens Inc. and Morgan Keegan & Company, Inc. as underwriters (the "Underwriters"), with Stephens Inc. serving as the senior book running manager and receiving all associated management fees; and

WHEREAS, the Series 2012 Bonds shall be allocated between the Underwriters as follows: Stephens Inc. – 80% of Series 2012 Bonds; and Morgan Keegan & Company, Inc. – 20% of Series 2012 Bonds.

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

Section 1. The offering of the Series 2012 Bonds by the Underwriters as set forth herein is hereby authorized.

Section 2. The officials of the City are authorized to cooperate with the Underwriters, and Friday, Eldredge & Clark, LLP, as Bond Counsel, in the preparation of a preliminary official statement and bond ordinance and are further authorized to execute such writings and take such actions as may be appropriate to the offering of the Series 2012 Bonds.

Section 3. As the issuance of the Series 2012 Bonds is, under Arkansas law, subject to the approval of the Board of Directors, by ordinance, any sale of the Series 2012 Bonds will be subject to the approval of the Board of Directors.

This Resolution passed this 20th day of March, 2012.

APPROVED:

_____

Mayor

ATTEST:

_____

City Clerk

CERTIFICATE

The undersigned, City Clerk of the City of Fort Smith, Arkansas (the "City"), hereby certifies that the foregoing is a true and compared copy of a resolution passed at a regular session of the Board of Directors of the City, held at the regular meeting place of the Board at 6:00 o'clock p.m. on the _____ day of March, 2012

_____
City Clerk

(SEAL)

Memo

To: Ray Gosack, City Administrator

From: Jeff Dingman, Deputy City Administrator

Date: 3/15/2012

Re: Resolution Authorizing Series 2012 Sales & Use Tax Bonds

Presented for the Board's consideration at its March 20, 2012 regular meeting is a Resolution authorizing the offering of Sales and Use Tax Bonds to fund projects authorized by Fort Smith electors at the March 13, 2012 special election. Voters approved use of a ¾% sales and use tax to fund the projects.

The Resolution authorizes bonds for the following projects: 1) Refinancing existing sales tax bonds; 2) Fire Service Improvements; 3) Wet Weather Sanitary Sewer Improvements; 4) Water Transmission System Improvements; and 5) Aquatics Facility construction.

Of the authorized amount, the city intends to sell roughly 80% of the bonds in 2012, and defer the sale of the remaining 20% to a later date. The Series 2012 Bonds will include partial funding for wet weather sanitary sewer improvements, and will include all the needed funding for the refinancing, the fire service improvements, the water transmission system improvements, and the aquatics facility construction. The remaining 20% to be issued in approximately two years and will be for continuation of wet weather sanitary sewer improvements in order to ensure that we can meet spend down requirements mandated by the IRS.

Stephens, Inc. will be underwriting 80% of the bonds and collecting the transaction management fees. Morgan Keegan & Company, Inc. will be underwriting 20% of the bonds. We expect to continue to receive a favorable bond rating for this issue.

Approval of the proposed Resolution authorizes City officials to proceed in working with the bond counsel and underwriters to prepare the Preliminary Official Statement and a bond ordinance for consideration by the Board at the April 17, 2012 regular meeting. The transaction is expected to close in late May, and funds for projects will be available at that time.

Please contact me at your convenience if you have questions regarding this agenda item.

4

RESOLUTION NO. _____

A RESOLUTION APPROVING PRIORITIES

FOR THE 2013 SESSION OF THE

ARKANSAS GENERAL ASSEMBLY

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

The City of Fort Smith's priorities for the 2013 session of the Arkansas General Assembly as attached hereto are hereby approved. The City Administrator is hereby directed to forward this Resolution to the Arkansas Municipal League.

This Resolution passed this _____ day of March, 2012.

_____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM

No Publication Required

The City of Fort Smith ARKANSAS

MEMORANDUM

March 16, 2012

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Priorities for 2013 Legislative Session

Attached for the board of directors' review is a list of priorities for the 2013 session of the Arkansas General Assembly. The Arkansas Municipal League will consider a city's priorities in its legislative package if those priorities have been adopted by the city's governing body. The priorities must be submitted to the AML by late March in order to be considered for its package. Priorities which are part of the AML's legislative agenda have a better chance of being adopted.

The attached list of priorities were developed with input from the board, staff and the city attorney. We recommend these for inclusion in the city's list of legislative priorities. Please let me know if there's other items the board would like to add to the list.

Ray

Attachment

CITY OF FORT SMITH
Legislative Priorities for the 2013 Session of the Arkansas General Assembly

LEGISLATIVE CHANGES

- ***Filing Period for City Offices***

Current election law requires that candidates for mayor or director must file not less than 70 days nor more than 90 days prior to the primary election. The law goes on to require that the city clerk must certify candidates to the election board not less than 70 days before the election. Petitions which are filed with the city clerk at or near the end of the filing period leave the clerk with little or no time to verify the sufficiency of the petitions and other filing documents. The filing period should be shortened so that there's a few days before the end of the filing period and the time when the clerk must certify the candidates to the election commission. Arkansas Code 14-48–109(a)(3) should be amended to read as follows:

"(3) Any person desiring to become a candidate for mayor or director shall file with the city clerk not less than ~~seventy (70)~~ seventy-five (75) days nor more than ninety (90) days prior to the primary election by 12:00 noon a statement of his or her candidacy in substantially the following form:"

This change would allow for a 15-day filing period, and allow the city clerk five days to verify the sufficiency of any candidate filings received at or near the end of the filing period.

- ***Sales Tax Bond Election Ballot Questions***

Amendment 62 to the Arkansas Constitution allows cities and counties to ask voters to approve bonds for local capital improvement projects. Section 1(a) of Amendment 62 requires that if more than one purpose is proposed

on the same ballot, each shall be stated separately on the ballot.

Fort Smith recently undertook a sales tax bond election under Amendment 62 in which there were 5 separate purposes/projects for voters to decide. All of these purposes relied on the same 3/4% sales tax to finance the bonds. During voter education presentations before the election, many citizens questioned why each project/purpose had to be voted separately on the ballot. They said it was confusing, particularly considering the same revenue source was being used to pay the bonds for all of the projects/purposes.

This confusion could be eliminated by deleting the following sentence in Amendment No. 62, section 1(a)

> *If more than one purpose is proposed, each shall be stated separately on the ballot.*

Elimination of this requirement would give cities and counties the option of presenting each purpose/project separately, or combining a number of purposes/projects into one vote. In either case, the voters still decide if the issuance of bonds is approved.

- ***Attorney's Fees on Properties Acquired for Water Supplies***

Historically, municipalities acquiring property interests for water supply purposes have not had to pay a property owner's attorney fees in the event a case went to trial. In 2005, the Arkansas Supreme Court held that water supply operators can be responsible for paying a land owner's legal fees in an eminent domain proceeding. To reach its ruling, the court combined the requirements of two separate statutes. Rather than looking at each statute separately, the court said that the statutes have a cumulative effect. Arkansas statute 18-15-401(c) should be amended to make it clear that statute is separate and the requirements of 18-15-6 shall not be applicable to a proceeding initiated under 18-15-401(c).

5A

RESOLUTION _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS, PHASE II
PROJECT NO. 10-06-D

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 Drainage Improvements, Project 10-06-D, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $26,172.22 to the contractor, Silco, Inc., for Drainage Improvements, Project 10-06-D.

This resolution adopted this _____ day of March, 2012.

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 15, 2012

SUBJECT: Drainage Improvements
Project No. 10-06-D

This project consisted of drainage improvements in six locations to alleviate neighborhood flooding concerns. The project was approved by the Board of Directors as part of the 2010 Capital Improvements Program. The locations of the proposed improvements are shown on the attached exhibit. A project summary sheet is also attached.

Attached is the Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that this Resolution be accepted by the Board of Directors at the next regular meeting.

Enclosures

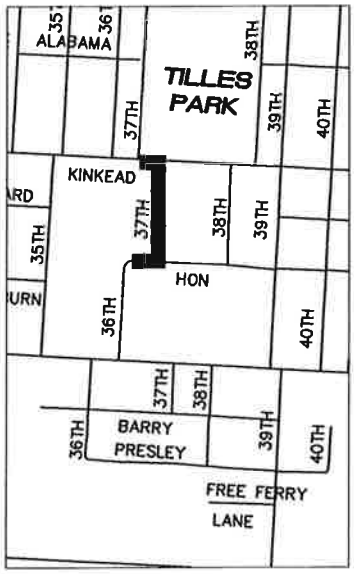
SUMMARY SHEET

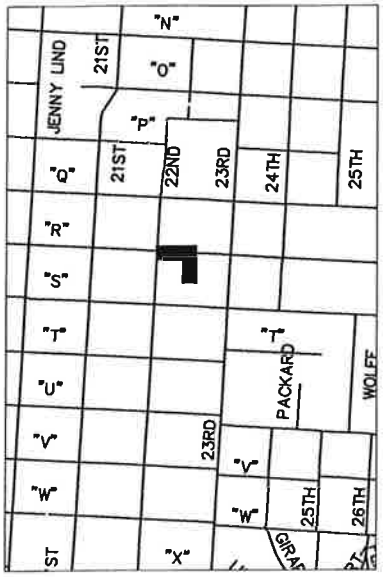
City of Fort Smith

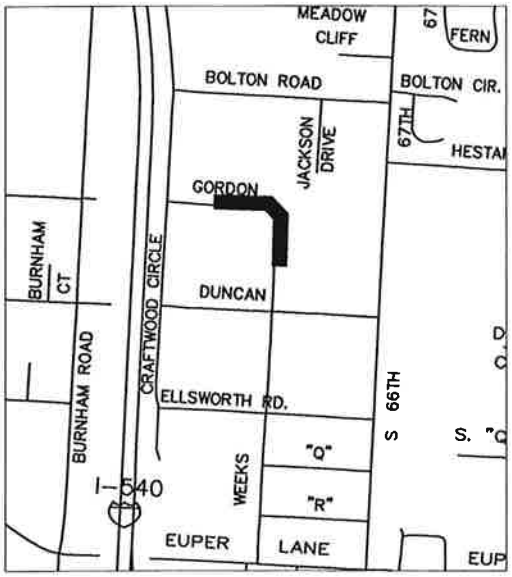
Project Status	Complete	Project name:	2010 Drainage Improvements
Today's Date:	3/5/2012	Project number:	10-06-D
Staff contact name:	Stan Snodgrass	Consultant engineer:	Phil Leraris, PE, LS
Staff contact phone:	784-2225	Project contractor:	Silco, Inc.
Contract time (no of days):	240		
Notice to proceed issued:	4/18/2011		

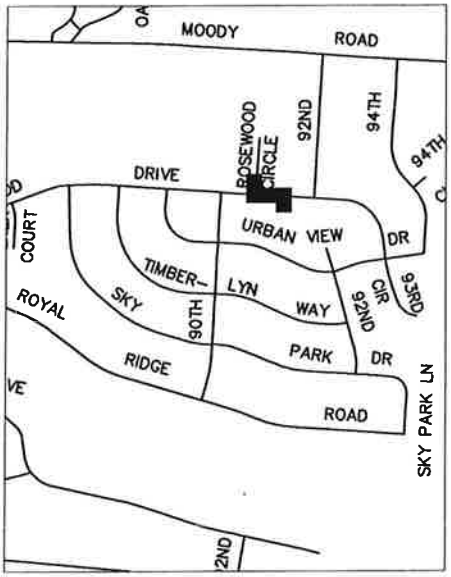
	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$539,048.60	2/15/2011	12/13/2011
Contract Revisions:			
1			
2			
3			
Adjusted contract amount	$539,048.60		
Payments to date (as negative):	$493,028.30		
Amount of this payment	$26,172.22		
Contract balance remaining	$19,848.08		
Retainage held	0%		
Final payment	$26,172.22		
Amount under original as a percentage	3.7%		

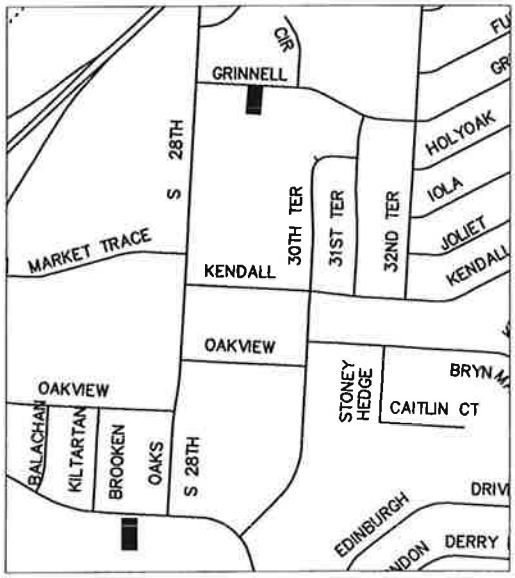
Final Comments:











2010 CAPITAL IMPROVEMENTS PROGRAM

DRAINAGE IMPROVEMENTS

The City of Fort Smith Arkansas

Project:	10-06-D
Date:	MARCH 2012
Scale:	NONE
Drawn By:	RBR

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5B

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR JENNY LIND ROAD AND INGERSOLL AVENUE WIDENING PROJECT NO. 07-01-A, AHTD JOB NO. 040471

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

SECTION 1: The appraised value for the following tracts required for the Jenny Lind Road & Ingersoll Avenue Widening project is approved and acquisition of the interests for the appraised amount is hereby authorized:

TRACT	OWNER	APPRAISED VALUE
7	Jerry K. Hamlin	$65,000.00
8	Pedro Valladares	$80,000.00
13	John L. Przybysz	$42,900.00
16	John L. Przybysz	$62,000.00

SECTION 2: The City Administrator, or his designated agents, and the City Attorney are hereby authorized to acquire the required tracts for the above listed appraisal amounts.

SECTION 3: Payment for acquisition of the tracts authorized by Section 2 is hereby authorized from the Sales Tax Fund (1105).

Adopted on this _____day of March, 2012.

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

DATE: March 14, 2012

SUBJECT: Jenny Lind Road & Ingersoll Avenue Widening
Project No. 07-01-A, AHTD Job No. 040471
Acquisition of Tracts 7, 8, 13 & 16

The Jenny Lind Road & Ingersoll Avenue Widening Project includes the re-construction and widening of Jenny Lind Road from Cavanaugh Road to Zero Street, widening of Ingersoll Avenue from Highway 271 to Jenny Lind Road, and the extension of Ingersoll Avenue from Jenny Lind Road to Highway 71. An location map showing the proposed project is attached.

This project requires the acquisition of right-of-way and/or easements from 58 separate tracts of land. A City Ordinance requires that acquisition of property in excess of $10,000.00 be approved by the Board of Directors, which is the case for these tracts as summarized below. A drawing showing the tracts is also attached.

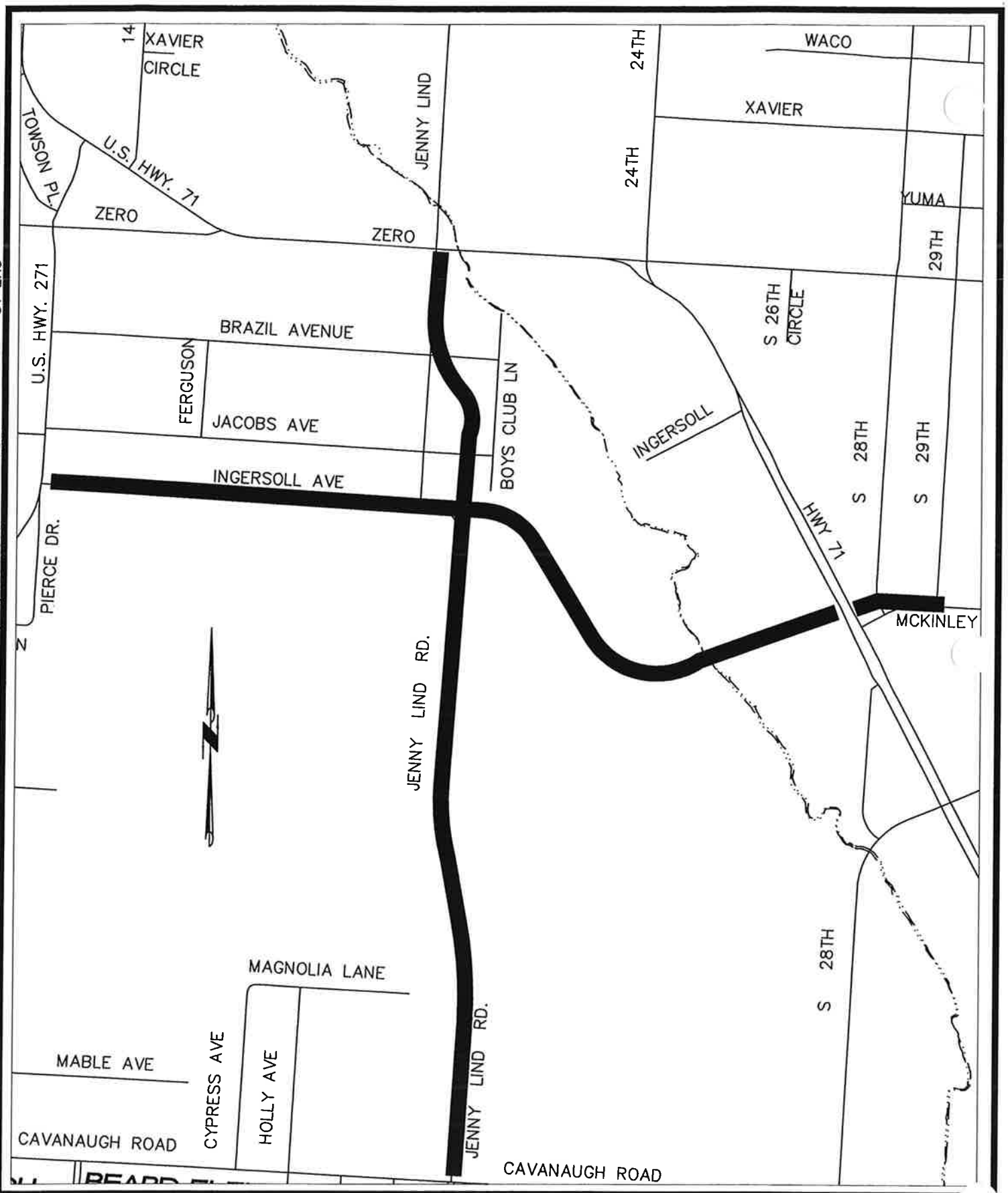
Tract 7	Appraised at $65,000, Single family residence of 1,063 SF on 0.46 acres of land.
Tract 8	Appraised at $80,000, Single family residence of 1,343 SF on 0.46 acres of land.
Tract 13	Appraised at $42,900, Includes 0.31 acres of land.
Tract 16	Appraised at $62,000, Single family residence of 1,136 SF on 0.51 acres of land.

The appraisals were prepared in accordance with Federal and State Appraisal specifications by Matthews Appraisal Service. The appraisals are based on the fair market value of the property and have been reviewed and approved by the Arkansas State Highway and Transportation Department.

Attached is the Resolution which authorizes the acquisition of Tracts 7, 8, 13 and 16 for the appraised amount. Any compensation above the appraised amount will be brought back to the Board of Directors for approval. I recommend the Resolution be adopted by the Board at the next regular meeting.

Enclosures

The City of Fort Smith Arkansas
Engineering Department
623 Garrison Avenue • P.O. Box 1908
Fort Smith, Arkansas 72902
Phone: 479-784-2225 • Fax: 479-784-2245



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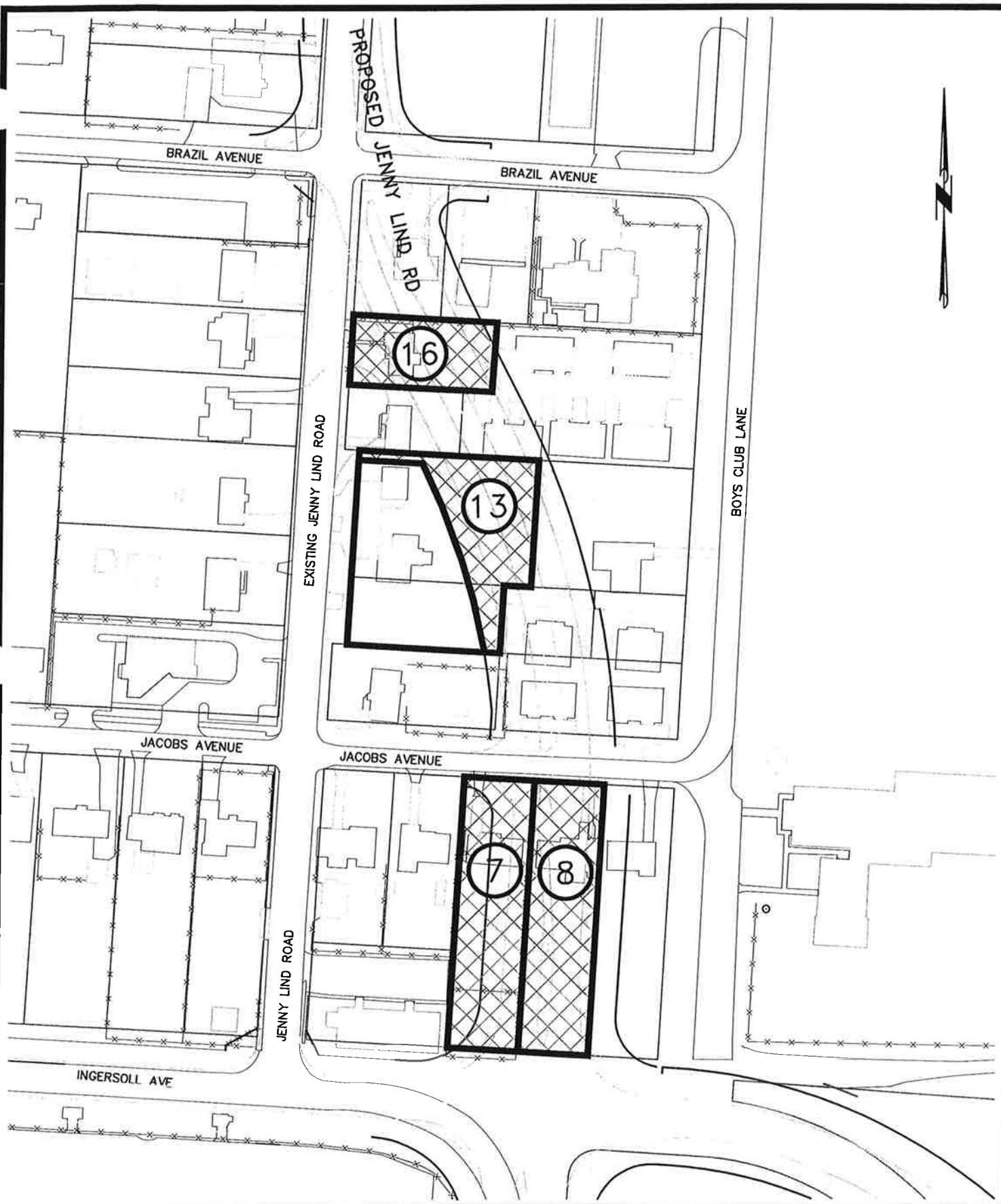
2012 CAPITAL IMPROVEMENTS PROGRAM

JENNY LIND

ZERO STREET TO CAVANAUGH ROAD

The City of Fort Smith Arkansas

Project:	
Date:	FEB. 2012
Scale:	NONE
Drawn By:	RBR



PROPERTY LOCATION MAP
JENNY LIND – INGERSOLL
TRACTS 7, 8, 13 & 16
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	07-01-A
Date:	MARCH 2012
Scale:	NONE
Drawn By:	RBR

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5C

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE INDUSTRIAL SERVICES AGREEMENT BETWEEN THE CITY OF FORT SMITH, SEBASTIAN COUNTY, AND THE FORT CHAFFEE REDEVELOPMENT AUTHORITY FOR THE MARS PETCARE PROJECT AT CHAFFEE CROSSING

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

Amendment No. 1 to the industrial services agreement between the City of Fort Smith, Sebastian County, and the Fort Chaffee Redevelopment Authority for the Mars PetCare project at Chaffee Crossing is hereby approved. The Mayor and City Clerk are hereby authorized to execute said amendment on behalf of the City.

This Resolution passed this _____ day of March, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

Wyman Ewoldy
No Publication Required

5D

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE INDUSTRIAL SERVICES AGREEMENT BETWEEN THE CITY OF FORT SMITH, SEBASTIAN COUNTY, AND THE FORT CHAFFEE REDEVELOPMENT AUTHORITY FOR THE UMAREX USA PROJECT AT CHAFFEE CROSSING

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

Amendment No. 1 to the industrial services agreement between the City of Fort Smith, Sebastian County, and the Fort Chaffee Redevelopment Authority for the Umarex USA project at Chaffee Crossing is hereby approved. The Mayor and City Clerk are hereby authorized to execute said amendment on behalf of the City.

This Resolution passed this _____ day of March, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____
No Publication Required

The City of Fort Smith ARKANSAS

MEMORANDUM

March 15, 2012

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Development Services Agreements with FCRA

When certain development projects have occurred at Chaffee Crossing, the City, Sebastian County, and the Fort Chaffee Redevelopment Authority have entered into development services agreements. Such agreements exist for the Graphic Packaging, Mars PetCare, and Umarex USA projects. The agreements provide that the city and county will make payments to the FCRA for marketing services provided by the FCRA to attract new development to Chaffee Crossing.

At the beginning of each project, a memorandum of understanding among all stake holders is approved. The MOU sets forth the obligations and representations of each party. Following execution of the MOU and the start of a project, the city, county and FCRA enter into a more-detailed development services agreement as discussed above.

The development services agreements for the Mars PetCare and Umarex USA projects provide that the city's and county's share of the general fund property tax levy (5 mills each) on the real property for each project would be the basis of payment to the FCRA. However, the MOU provided that these payments would be based on the real and personal property taxes.

Attached are amendments to the development services agreements for the Mars PetCare and Umarex USA projects which correct this oversight. Also attached is a financial summary of the payments made by the City to the FCRA. Sebastian County is paying identical amounts to the FCRA.

The staff recommends approval of the attached resolutions. This will correct the disparity between the MOU's and the development services agreements.

Ray

PAYMENTS BY CITY OF FORT SMITH TO
FORT CHAFFEE REDEVELOPMENT AUTHORITY

Based on 2011 Property Values

PROJECT	*REAL PROPERTY*	*PERSONAL PROPERTY*	*TOTAL*
Graphic Packaging			* $31,000
Mars PetCare	$7,662	$25,004	$32,666
Umarex USA	$6,426	$14,219	$20,645
		TOTAL	$84,311

* The payment for the Graphic Packaging project is a fixed amount and isn't tied to property values.

AMENDMENT NO. 1 TO AGREEMENT

WHEREAS, the City of Fort Smith ("Fort Smith"), the Fort Chaffee Redevelopment Authority ("FCRA"), and Sebastian County ("the County") entered into an agreement dated February 23, 2009, for industrial development services at Chaffee Crossing ("the Agreement"); and,

WHEREAS, the parties to said agreement now desire to amend the Agreement;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended to provide that the payments to be made to FCRA by Fort Smith and the County as set forth in the first sentence of Paragraph 1 shall be calculated on both the real and personal property located on Exhibit "A" attached to the Agreement. This amendment shall be effective beginning with taxes paid for the tax year 2011, which taxes will be due in 2012. The parties further agree that from the effective date of this amendment all other conditions contained in Paragraph 1 of the Agreement are applicable to the payments arising from both the real and personal property.

This Amendment is executed on behalf of Fort Smith pursuant to Resolution No. _____ passed by the Fort Smith Board of Directors on March __, 2012.

This Amendment is executed on behalf of the County pursuant to Resolution No. 2011-17 passed by the Sebastian County Quorum Court on December 20, 2011.

This Amendment is executed on behalf of the FCRA pursuant to a resolution passed by the FCRA Board of Directors on _____, 2012.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of March, 2012.

CITY OF FORT SMITH

ATTEST:

_____
Mayor

_____
City Clerk

SEBASTIAN COUNTY

ATTEST:

_____
County Judge

_____
County Clerk

FORT CHAFFEE
REDEVELOPMENT AUTHORITY

ATTEST:

_____
Chairman

_____
Secretary

AMENDMENT NO. 1 TO AGREEMENT

WHEREAS, the City of Fort Smith ("Fort Smith"), the Fort Chaffee Redevelopment Authority ("FCRA"), and Sebastian County ("the County") entered into an agreement dated February 23, 2009, for industrial development services at Chaffee Crossing ("the Agreement"); and,

WHEREAS, the parties to said agreement now desire to amend the Agreement;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended to provide that the payments to be made to FCRA by Fort Smith and the County as set forth in the first sentence of Paragraph 1 shall be calculated on both the real and personal property located on Exhibit "A" attached to the Agreement. This amendment shall be effective beginning with taxes paid for the tax year 2011, which taxes will be due in 2012. The parties further agree that from the effective date of this amendment all other conditions contained in Paragraph 1 of the Agreement are applicable to the payments arising from both the real and personal property.

This Amendment is executed on behalf of Fort Smith pursuant to Resolution No. _____ passed by the Fort Smith Board of Directors on March __, 2012.

This Amendment is executed on behalf of the County pursuant to Resolution No. 2011-18 passed by the Sebastian County Quorum Court on December 20, 2011.

This Amendment is executed on behalf of the FCRA pursuant to a resolution passed by the FCRA Board of Directors on March __, 2012.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of March, 2012.

CITY OF FORT SMITH

_____

Mayor

ATTEST:

_____

City Clerk

SEBASTIAN COUNTY

ATTEST:

_____
County Judge

_____
County Clerk

FORT CHAFFEE
REDEVELOPMENT AUTHORITY

ATTEST:

_____
Chairman

_____
Secretary

5E

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID FOR THE PURCHASE OF
AN ION CHROMATOGRAPH/HPLC (IC/HPLC)

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 an Ion Chromatograph/HPLC (IC/HPLC) from Metrohm USA Inc. for $81,420, is accepted.

This Resolution adopted this _____ day of March, 2012.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
☑ No Publication Required

☐ Publish ____ Times

Interoffice Memorandum

TO: Ray Gosack, City Administrator

COPY TO: Steve Parke, Director of Utilities

FROM: Alie Bahsoon, Purchasing Manager AB

SUBJECT: **Purchase of an Ion Chromatograph**

DATE: March 16, 2012

BID TAB: **5605-301-BA**

Bids were solicited for the purchase of an Ion Chromatograph/HPLC (IC/HPLC) for use by the Laboratory Services Division of the Utilities Department. This system is used for water chemistry analysis and measures inorganic chemicals as required by the Safe Drinking Water Act.

Funding for this piece of equipment is available and has been appropriated for in the 2012 Budget in the Capital Outlay Program (5605-301) in the amount of $85,000.

I recommend that the bid tabulation as noted below, be accepted.

Tabulation of Bids-City of Fort Smith Utilities Department
Ion Chromatograph/HPLC
Bid Tab 5605-301-BA

Vendor / **Description**	Shimadzu Scientific Houston, TX	**Metrohm USA Riverview, FL**	Dionex Sunnyvale, CA
Ion Chromatograph	$88,392.58	$79,780.00	$96,626.25
Off-Site Training	$0.00	$1,640.00	$3,600.00
Cost	$88,392.58	$81,420.00 ✔	$100,226.25

Bids Advertised: 03/01/12
Bids Opened: 03/13/12

✔ Recommended Bid Award

INTEROFFICE MEMORANDUM

TO: PAUL R. EASLEY, ENVIRONMENTAL MANAGER

FROM: LANCE A. MCAVOY, LABORATORY MANAGER

DATE: MARCH 15, 2012

SUBJECT: IC-HPLC BID EVALUATION

CC:

Summary

After reviewing the three bids submitted for the IC-HPLC, I recommend the purchase of the Metrohm system. Although Shimadzu initial bid is less than Metrohm's system, Shimadzu requires optional items that must be purchased to meet the specifications, thus increasing the price of the Shimadzu system outside our allocated budget amount for the instrument.

Cost

Instrument System

Dionex's bid is $96,626.25 for the IC-HPLC. Dionex's bid exceeds the available budget for the system.

Metrohm's bid is $79,780.00 for the IC-HPLC.

Shimadzu's bid is $42,158.48 for the IC-HPLC. However, Shimadzu states that this price does not include the price of several optional items that would allow the instrument to more closely match the required specifications. Additional pricing was supplied at the time of the bid opening for those optional items. If the optional items are purchased, the total cost for the system is $88,392.58, which exceeds the available budget for the system.

Optional Amperometric Detector

The request for pricing of an optional amperometric detector was looked at and it is recommended not to purchase the detector at this time. It may be budgeted, purchased, and installed on the purchased system in the future.

Maintenance Agreement

The recommendation is not to purchase a maintenance contract at this time. All of the systems have a minimum one year warranty that would allow this cost to be budgeted for 2013. The Metrohm system has a three year warranty.

Training

Training to properly maintain and utilize the instrument is essential to the validity of the data produced and the longevity of the instrumentation.

Dionex offers a training class in Sunnyvale, California. The cost of the class per participant is $1,800.00.

Metrohm offers a training class on site so no travel required. The cost of the class for two participants is $1,640.00.

Shimadzu offers a training class in Columbia, Maryland and there is no cost for the training.

Specifications

During the evaluation of the submitted bids, the requested specifications were evaluated item by item against the instruments submitted by each vendor.

Dionex met 89% of the bid requirements. Dionex does not meet eighteen of the specifications, did not provide information on four of the specifications, and exceeds nine of the specifications.

Metrohm meets 99% of the bid requirements. Metrohm did not provide information on two of the specifications and exceeds two of the specifications. Metrohm states their system can meet the remaining specifications.

Shimadzu (with the options package) met 90% of the bid requirements. Shimadzu does not meet ten of the specifications, did not provide information on ten of the specifications, and exceeds six of the specifications.

Conclusion

The total cost for each instrument with training for two people, and the percentage of bid specifications is listed below.

Company	Percent Specs Met	Unit Price	Training	Total Cost
Dionex	89 %	$ 96,626.25	$ 3,600.00	$ 100,226.25
Metrohm	99 %	$ 79,780.00	$ 1,640.00	$ 81,420.00
Shimadzu	90 %	$ 88, 392.58	$ 0.00	$ 88,392.58

Metrohm does meet the highest majority of the bid specifications. The price of the instrumentation and training for the Metrohm system is the only system that is within the allocated budget amount. The warranty on the Metrohm system is actually two years longer than the other vendors allowing budgeting for maintenance.

Based on these items, it is my recommendation that the Metrohm system and training package be purchased as soon as possible.

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

CITY OF FORT SMITH

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

INVITATION TO BID

Bid No. 5605-301-BA

Closing Date:

Tues., March 13, 2012 @ 2:00 p.m.

ION CHROMATOGRAPH/HPLC (IC/HPLC)

Company _____ Name _____ [PRINT OR TYPE]

Federal Tax I.D. No. _____ Signature* _____

Street Address _____ Title _____

City _____ Date _____

State _____ Zip Code _____

Tel. No. _____ Fax No. _____

E-Mail _____

***Authorized Signature:** *The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

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 Invitation to Bid 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.**

Ion Chromatograph HPLC (IC/HPLC)	**$**_____
Optional Amperometric Detector	**$**_____
Maintenance Contract per Year	**$**_____
Off Site Training Cost per Attendee	**$**_____

INVITATION TO BID
ENVIRONMENTAL SERVICES DIVISION - CITY OF FORT SMITH

The City of Fort Smith is soliciting bids for the purchase of **(1) ONE ION CHROMATOGRAPH/HPLC (IC/HPLC)** for use by the Environmental Services Division of the City of Fort Smith ("City").

Any manufacturer's name, trade name, or catalog number used in these specifications is for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item and that is approved by the City.

Questions about this bid shall be directed to Mr. Randy Easley, Environmental Manager, at (479) 784-2337. The IC/HPLC shall be ready for immediate use and shall be bid FOB Fort Smith, AR and delivered to: Utilities Administration, Environmental Services Division, 3900 Kelley Highway, Fort Smith, Arkansas 72904.

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's website at 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. Receipt of addendum(s) shall be acknowledged and included in the bid document.

Sealed bids shall be received by the City of Fort Smith Purchasing Department. Bids shall be received by 2:00 p.m. on March 13, 2012. Late bids shall not be accepted. **Please be sure to submit 1 (one) original and 2 (two) copies of your bid response.**

Bids may be mailed or hand-delivered to:
City of Fort Smith
Purchasing Department
623 Garrison Avenue, Room 522
P O Box 1908
Fort Smith, AR 72902

Please mark the outside of your bid "IC/HPLC"

NOTE: Do not add any sales tax to this bid. Under Arkansas Law, this piece of equipment is exempt from taxes.

Minimum Specifications

It is the intention of these specifications to describe an Ion Chromatograph/HPLC (IC/HPLC) in sufficient detail in order to receive competitive bids that will meet or exceed the needs of the Environmental Quality Analytical Laboratory of the City of Fort Smith Utility. It is understood that no one company will be able to meet each and every specification. All companies are encouraged to bid on this equipment. Any variation or exception to these minimum specifications must be detailed in writing.

Overview	Specification	Does Not Meet	Meets	Exceeds	Comment
Overview	Must operate by the principle of high pressure liquid chromatography (HPLC), using suppressed conductivity. All lines and instrumentation that comes in contact with the sample must be made of inert material except where it is not applicable. System must be completely tolerant to solvents.				
Control	Dual system capability in a single system format for allowing two different applications to be run at the same time such as anion:cation, anion:amperometry, etc.				
	The unit must be capable of operating in a stand-alone or networked configuration and offer the option to use vendor-supplied software on a PC computer to have remote access and control via a network.				
Design	The instrument should be of modular design enabling the instrument to be upgraded in the field with any other options as analytical requirements change.				
Configuration	The IC analyzer must be designed and configured for analysis of wastewater, drinking water, ground water, surface water, saline water, domestic, and industrial wastewater.				
Gas Requirements	System should not require any compressed gases such as helium, nitrogen, etc. to operate valves, pumps, etc.				

Pump Design	Specification	Does Not Meet	Meets	Exceeds	Comment
Construction	Chemically inert, metal-free PEEK pump heads and flow paths are compatible with all aqueous eluents of pH 0-14 and reverse phase solvents.				
Pump Type	Duel reciprocating pistons in series, microprocessor-controlled constant stroke, variable speed, very low pulse solvent delivery.				
Pump Flow Rate	0.001 to 20.0 mL/min adjustable in 1µL increments without the need to change pump heads.				
Pump Flow Rate Precision	Pumps must have a flow delivery precision of ± 0.1 % or better.				
Pump Flow Rate Accuracy	Pumps must have a flow delivery accuracy of ± 0.1 % or better.				
Pump Pressure Range	0 to 35.0 MPa (0 to 5000 PSI)				
Pump Pressure Pulsation	< 1 %				
Gradient Pump Profiles	Any combination of unlimited number of step, linear, convex, concave, and negative gradient profiles.				
Pump Capacity	Isocratic or gradient (to quaternary).				
Eluent Degasser	System must be supplied with an integrated eluent degassing system that is resistant to solvents.				
Pump Priming	Pump must be self priming.				
Leak Sensor	Pump must have a leak sensor that requires no calibration.				

Eluent Preparation System	Specification	Does Not Meet	Meets	Exceeds	Comment
Overview	An automated system for producing eluent and varying concentrations able to produce precise mixtures and excellent batch to batch reproducibility.				
Eluent Concentration Ranges	0.001 to 100mM				
Flow Rates	0.100 to 3.000 ml/min				
Eluent types	Multiple eluent types must be able to be made with the system and eluent stock solutions should be available from the vendor as well as a third party supplier. Solution must be able				

	to be aqueous, buffered, or organic mobile phase eluents.				
	Carbonates, Bicarbonates, Hydroxides, MSA, Acids, Organics (List types of acids and hydroxides)				
Preparation	Eluent preparation device should not require any proprietary cartridges, or require extensive downtime to replace cartridges.				
	Eluent is prepared in an automated fashion from an eluent concentrate and ultra pure water				
Gradient Profiles	Any combination of unlimited number of step, linear, convex, concave, and negative gradient profiles.				
pH Adjustment	Ability to pH adjust eluent for analysis. Built in mixing such as a magnetic stirrer is a must.				
Number of Eluent	The system must be able to make a minimum of two different eluents for gradient analysis.				
Software for Eluent System	Multiple levels of user security that allows for production and use as well as method set-up.				
Production Wizards	Ability to enter data and have the system produce the required eluent concentrations.				
Method	Ability to define and recall eluent preparation based on column, application, dilution, etc.				
	Eluent preparation device should be able to produce eluents automatically and routinely allowing for automatic shut down of eluent generation system.				
Eluent Information Storage	Ability to store information about the stock eluent such as concentration, type, manufacturer, lot number, date used, date expires, etc.				
Audit Trail	Electric documentation of all action carried out by the user.				
Report	Information must be reportable and printed or saved as an *.xls, *.pdf, *.xml. Company logo must be able to be put on the report.				
GLP Compliance	Software must be GLP compliant.				
LIMS	Data must be compatible with LIMS systems.				

Column Thermostatic Control	Specification	Does Not Meet	Meets	Exceeds	Comment
Type	Electronic heating and cooling based on Peltier technology for two different columns.				
Column Heater	Capable of heating both the Eluent and Column				
Temperature Range	0.0 to 85.0°C in increments of 0.1°C				
Heating	Ambient Temperature +50°C				
Cooling	Ambient Temperature -20°C				
Room Monitoring	Capable of monitoring room temperature.				
Regulation	Capable of performing linear temperature regulation.				
Temperature Precision	± 0.1°C				
Temperature Accuracy	± 0.2°C				
Temperature Stability	< 0.05°C				
Heating Time	Less than 30 minutes from 20 to 50°C				
Cooling Time	Less than 40 minutes from 50 to 20°C				

Conductivity Detector	Specification	Does Not Meet	Meets	Exceeds	Comment
Type	Microprocessor controlled digital signal processing, autoranging, and intelligent detector with 6 reference chromatographs.				
Measuring Range	0 to 15,000 µS/cm				
Noise	< 0.1 nS at 1 µS/cm				
Baseline	< 0.2 nS at 23 µS/cm				
Linearity	< 0.1% for conductivity values greater than 16 µS/cm < 1% for conductivity values between 1 and 16 µS/cm				
Sampling Rate	0 to 100 Hz, user settable or automatic				
Cell Volume	0.8 µL				
Cell Constant	Individual calibration data saved in detector.				
Electrode Construction	Electrode must be made from stainless steel.				
Cell Body Construction	Chemically inert material.				
Maximum Operating Pressure	10MPa (1450 PSI)				

Cell Temperature	20 to 60°C in 5°C increments. Must be user settable so working range is identical to settable range.				
Resolution	4.7 pS/cm				
Temperature Stability	< 0.001°C				
Temperature Compensation	Adjustable from 0 to 5% per °C State the default for the instrument quoted.				

Suppressor	Specification	Does Not Meet	Meets	Exceeds	Comment
Construction	Chemically inert material resistant to solvents.				
Suppression	System must be supplied with suppressor for use with IC applications.				
Switching Duration	100 ms				
Back Ground Noise	< 0.2 nS/cm				
Maximum Operating Pressure	2.5 MPa (360 PSI), safety valve prevents damage from over pressurization				
Warranty	Suppressor must have 10 year warranty for parts and labor.				

Optional Amperometric Detector	Specification	Does Not Meet	Meets	Exceeds	Comment
Detection Modes	Must be able to run DC, Pulse, and Scan modes.				
Potential Range	-2.0 to 2.0 V in 0.001 V increments				
Autoranging	System must be able to automatically select proper range for samples.				
Electrodes	Gold				
	Glassy				
	Carbon				
	Platinum				
	Silver				
Reference Electrode	A pH Ag/AgCl combination electrode				
Temperature Control	Cell must be temperature controlled from 8°C above ambient to 45°C				
Temperature Stability	±0.1°C				
Methodology	Must come with electrodes and written method for performing cyanide analysis.				

Autosampler	Specification	Does Not Meet	Meets	Exceeds	Comment
Design	Autosampler must be of such design that metal does not come into contact with the sample. Autosampler must have complete random access so priority samples can be added to any run without pausing the schedule or reorganizing sample racks.				
Inline filtration	Autosampler must have inline filtration so that samples require no prefiltration. Filtration unit must be designed so that the filter does not clog and does not require constant replacement or maintenance.				
Inline filtration	Should filter to particle size of 0.2 µm or less and be chemically inert and tolerant to most solvents.				
Sample Degassing	Autosampler must have built in sample degassing system.				
Sample Dilution	Autosampler must provide sample dilution.				
	Software reads sample and automatically dilutes and reanalyzes sample for required over range analyte.				
	Sample dilution should not require extra consumables for the dilution (i.e. sample vials, filters, etc.)				
	Dilution range of 1:1 to 1:1000				
Dilution Precision	< 1.0 % for a 1:100 dilution				
Inline Standard Dilution	Must be able to dilute and prepare calibration curve from a stock standard by using autodiluter system.				
Full Loop Injection	System must be able to perform full loop injections.				
Partial Loop Injection	System must be able to perform partial loop injections.				
Standard Tray Configuration	Tray should hold a minimum of 100, 10 mL vials and be customizable to use smaller vials if needed				

Instrument Control	Specification	Does Not Meet	Meets	Exceeds	Comment
Control Software Design	All instrument components are controlled by the same method program/software.				

Eluent Information Storage	Ability to store information about the stock eluent such as concentration, type, manufacturer, lot number, date used, date expires, etc.				
Wizards	Procedural/method Wizards must be standard with the software.				
Start-up and Shutdown	Must be able to start-up and shutdown system components by software including shutdown at end of unattended run.				
Power Failure Protection	System must shutdown and flag data in the event of a power failure.				
Audit Trails	Daily audit trail of changes made to equipment, calibrations, methods, etc.				
	Sample audit trail must be a standard feature.				
Calibration	Calibration data must be stored and user selectable.				
Application Templates	Application templates must be standard with the software. Vendor must provide a list of the templates with the bid submittal.				
GLP	Must be GLP compliant.				
Software Diagnostics	Software diagnostics shall be provided to enable the electronic error file to be interrogated locally or remotely via a modem link				

Computer	Specification	Does Not Meet	Meets	Exceeds	Comment
Processor	IBM compatible PC featuring an Intel Pentium 4 processor or higher				
	PC must feature a CPU of at least 2.4 GHz clock speed				
RAM	4 GB (or greater) RAM				
Hard Drive	500GB (or greater) hard drive				
CD-ROM Drive	16x (or greater) DVD-ROM/DVD +/- RW drive				
Network	An integrated 10/100/1000 Base-T LAN interface				
Monitor	22" flat screen monitor				
	Minimum Resolution 1024 X 768				
Printer	Hewlett-Packard LaserJet printer				
Cables	All cables and interfaces necessary for operation must be provided				
Operating System	Windows 7 Professional/Ultimate/Enterprise				
Remote Software	The data system shall include remote communications software for technical support and fault diagnosis				
Ports	3 RS-232 compliant ports				
	1 parallel port				

	9 USB 2.0 ports				
	Mouse port				
Floppy Drive	1.44 Mb 3.5" floppy drive				
Video Card	512 MB Video card				
Sound Card	24 bit Sound Card				

Software	Specification	Does Not Meet	Meets	Exceeds	Comment
Operating System	System must operate under Windows 7 Professional operating system.				
LIMS	Data system hardware and operating system software should enable the interfacing of the data system to any LIMS system.				
	The software must include a sample sequence generator for automatic download of a sample list from a LIMS system into a QA/QC sequence template to maximize instrument productivity.				
	Integration into the LIMS must be possible, to simplify the task of managing large amounts of data and to eliminate the necessity of redundant data entry and transcription errors.				
	Adherence to the requirements of Good Automated Laboratory Practices (GALP) necessitates that the data system must be able to be integrated to a LIMS to maintain an electronic chain of custody for each sample from receipt through final report.				
	The instrument computer must be capable of bi-directional communication with the LIMS computer(s).				
	The instrument computer must be able to import sample and batch information directly from the LIMS, automatically build and execute a complete analytical sequence, correctly analyze the associated samples, and supply the results to the LIMS in an easily processed format.				
	Data entry and results output shall				

	be in spreadsheet format enabling data reduction and report generation to be performed without recourse to third party software packages such as Microsoft Excel.				
Software	Software upgrades must be issued free of charge for the life of the equipment.				
Security	Software must be password protected.				
	User access rights adjustable.				
	Global GLP settings.				
	Digital Signature on two levels. Separate signature for methods and determinations.				
Audit Trail	Must have comprehensive audit trail for all components of the system and the software.				
Maintenance/Logs	Internal diagnostics including error checking and complete fault log.				
	Continuous run time clock that keeps track of instrument component usage hours to enable predictive maintenance.				
	The software should keep should track of all calibration replicates in a reference table. Rejection of 'fliers' should be allowed.				
	Full remote diagnostic software shall be included in the standard software package to allow interrogation of the system by trained service personnel without the need for a site visit.				
	Expiry dates for eluents, solutions, standards, etc. should be kept and warnings displayed when expired reagents are going to be used.				
	GLP Test intervals should be in the software.				
Data Acquisition	Must have automatic and instantaneous updates for all dependent results when any change is made to a chromatograph's integration.				
Display	Real time viewing of the data during acquisition.				
Miscellaneous	Must have spectra library searching.				

	Must have automatic peak identification.				
	Must have automatic peak tracking via reference spectra.				
	Must have integrated database with ODBC connectivity.				
Documents/Templates	Export data as CSV, XML, SKL, AIA, TXT, and XLS.				
	Must be able to produce standard or customizable PDF reports.				
	Must have built in Wizards for setting up sequences, control programs, queries, and methods.				
	Report generator must have full spreadsheet functionality.				

Maintenance	Specification	Does Not Meet	Meets	Exceeds	Comment
Schedule	Vendor must supply a written schedule of items to be maintained by the Laboratory Personnel.				
Documentation	Vendor must supply a written schedule of items to be maintained by the Laboratory Personnel.				
Maintenance Agreement	Maintenance agreements must be able to be purchased from the vendor.				
	Maintenance agreement must include travel, labor and all replacement parts.				
	Maintenance agreement must include remote trouble shooting and support.				
	Maintenance agreement should include an annual preventative maintenance visit which includes: Labor & Travel; Wearable Parts Replacement; Firmware Updates; Software Updates.				
Maintenance Response Time	List location of nearest service engineer and typical response time to our location.				
Training	Vendor must supply maintenance training for Laboratory Personnel at the time of installation.				

Safety	Specification	Does Not Meet	Meets	Exceeds	Comment
UL Standards	Must be certified to meet UL standard.				

Performance Specifications	Specification	Does Not Meet	Meets	Exceeds	Comment
EPA 300.1 A & B	Method must be supplied with the instrument or set-up at time of installation.				
	Six point linear calibration curve must be obtained with a correlation coefficient of 0.995 or better for all analytes of interest.				
	Bromate shall be calibrated from 0.5 µg/L to 20 µg/L.				
	Maximum Loop size is 50 µL.				
	Chloride must not overlap the bromate peek.				
	List sample analysis time for 300.1 A, 300.1 B, and 300.1 A&B simultaneous analysis.				
Detection Limits for 300.1 A & B	Fluoride = 0.009 mg/L				
	Chlorite = 0.0005 mg/L				
	Bromate = 0.0005 mg/L				
	Chloride = 0.004 mg/L				
	Nitrite as N = 0.001 mg/L				
	Bromide = 0.014 mg/L				
	Nitrate as N = 0.008 mg/L				
	Phosphate as P =0.019 mg/L				
	Sulfate = 0.019 mg/L				
	Chlorate = 0.001 mg/L				
EPA 314.0 & 314.1	Method must be supplied with the instrument or set-up at time of installation.				
	Six point linear calibration curve must be obtained with a correlation coefficient of 0.995 or better for all analytes of interest.				
	Must be able to achieve MRL 0.5 µg/L with primary and confirmation columns				
Cyanide by Amperometry	List detection limits for cyanide for the proposed supplied method.				

Customer Support Policies	Specification	Does Not Meet	Meets	Exceeds	Comment
Quality	The vendor must provide proof of conformance to ISO9001 standards. A certificate or statement must be provided to prove this. Compliance to ISO9002 alone is not satisfactory, as this does not cover product development functions.				

Warranty	Full 3 year warranty must be provided, must include parts and labor costs. Warranty will not start until the day after the instrument is installed.				
Training	The vendor must provide training. The training must include general maintenance, instrument operation, and software utilization. Specify the number of classes offered, the city in which the classes are offered, and the cost of each class.				
	Half day refresher training or for new software updates must be supplied annually for a minimum of 10 years. The cost of this training and location must be specified in the bid quote.				
Spare Parts Support Period	The vendor will provide 10 years support for spare parts from the date of last unit manufacture of the model of the instrument. After this time, parts and supplies will still be provided if available.				
Service Contract	The vendor must provide the availability to purchase a service contract. Specify the price per year of the contract, and what the contract covers (i.e. Labor, Travel, Parts, etc.).				
Software Upgrade Policy	Software upgrades must be issued free of charge for the life of the equipment.				
Application Support	Application support must be supplied for the instrument by the vendor. Include the cost for support on an annual basis.				
Technical Support	Technical phone and e-mail support must be supplied for the instrument by the vendor. Include the cost for support on an annual basis.				
Instrument Return	Within thirty (30) days after the installation of the instrument, the instrument may be returned to the vendor at the vendors cost and the City of Fort Smith will not be invoiced for any charges related to the instrument. This thirty (30) day period will be used as an evaluation period for the instrument to ensure the capabilities of the instrument were correctly stated by the vendor.				

Conditions for Bidding

1. Submit bid on this bid form in compliance with all conditions listed.
2. State Manufacturer, Brand Name, Model, etc. for each item where applicable.
3. 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.
4. Bids received after stated date and time will not be considered.
5. Be sure to read all conditions and verify amounts before submitting bids.
6. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
7. 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.
8. SIGNATURE REQUIRED. This bid MUST be signed with the firm name and by an authorized officer, employee, or agent.
9. Deviations from specifications and alternate bids must be clearly shown with complete information. They may or may not be considered.
10. SALES TAX. Although the City is taxable, do not include sales tax in your bid price.
11. 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.
12. 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.
13. If unit prices and extensions thereof do not coincide, the City will accept the unit price.
14. 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.
15. 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.
16. 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.
17. **"All or None"** bid must be considered only when bidder states on bid form. "All or None" bidding is considered an "alternate".
18. All contracts shall produce NEW commodities, fresh stock, latest model and design. Re-conditioned or re-manufactured items will not be accepted.
19. Latest specifications, drawings, sketches or other descriptive literature containing detailed information as to design, construction and operation shall be included.
20. 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.
21. 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.
22. 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.
23. The City shall 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

5F

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID FOR THE PURCHASE OF AN AUTOMATED SIDE LOADER

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 an automated side loading refuse truck from Shipley Motor Equipment Company for $252,442.80, is accepted.

This Resolution adopted this _____ day of March, 2012.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
☑ No Publication Required

☐ Publish ____ Times

Interoffice Memorandum

TO: Ray Gosack, City Administrator

COPY TO: Baridi Nkokheli, Director of Sanitation

FROM: Alie Bahsoon, Purchasing Manager AB

SUBJECT: **Automated Side Loader Truck Purchase**

DATE: March 16, 2012

BID TAB: **N/A**

The 2012 Budget earmarked funding for the purchase of an automated side loader truck with a packer body for use by the Residential Collections Division of the Department of Sanitation.

In March of 2011, bids were solicited for a side loader truck and per Resolution R-61-11, the bid was awarded to Shipley Motor Equipment ("Shipley") of Fort Smith, Arkansas. In our bid document (available in Purchasing), there was a provision that allows the City to exercise an option to renew the contract with Shipley Motor for four (4) consecutive one (1) year periods under the terms and conditions of the bid. This renewal was contingent upon a mutual agreement between the City and Shipley. Additionally, Shipley was advised that a price adjustment was allowable upon giving the City a thirty (30) day written notice. Shipley has met this criteria and advised us of an $8,178 price increase for a 2013 model truck (model LEU 613 with a Heil Dura Pack body). Last years' purchase was for a 2012 model truck for $244,264.

The price increase is due to a volatile market in the steel industry and the new clean-air requirements imposed by the EPA on truck manufacturers. Per the recommendations of the Sanitation Department staff, this increase is acceptable. With the Board's approval, the City's cost for this truck will be $252,442.80.

The 2012 budget reflects a budgeted amount of $270,000 for the side loader (6302-301).

If you should require any additional information, please let me know.

Responsible Environmental Management

Fort Smith Department of Sanitation

MEMORANDUM

March 16, 2012

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director

Subject: Truck Purchase – Automated Side Loader

Our 2012 budget for our Residential Collections Division (program 6302) includes a request for replacement of a 1999 Crane Carrier rear loader (asset #171) with a new automated side loader to support the existing Automated Residential Refuse Collection Program areas.

The program began in 2006. Since then, the automated refuse collection program has increased employee morale, reduced our injury rate, reduced worker's compensation costs, and reduced absenteeism due to a reduced amount of workers fatigue, thus enhancing personnel collection performance and efficiency by lessening our dependence on physical capabilities of workers. The Residential Automated Refuse Collection Program has also allowed us to provide additional diversity, which is no longer based on perceived physical capability, in our hiring practices.

The requested vehicle will be utilized to support the existing program which consists of six (6) automated side loaders. Our maintenance challenge is to keep the refuse collection fleet in good working order by paying special attention to brakes, tires, axle alignment, air and fluid filtration, cooling system, batteries, transmission linkages, and all chassis and body fasteners. Brakes and tires rate particular attention because of the stop-and-go nature of refuse collection, which exacerbates wear on those components.

Since inception of the program, each vehicle operated without a backup automated side loader or maintenance spare. The new truck will be used on a daily route. The first automated side loader purchased by the City in 2006 will be held as the backup unit. The truck being replaced currently has 69,738 miles and has had approximately $34,941 worth of repairs made in the last 2 years. The packer body is worn and suffers with metal fatigue to all plates, sweeps, and panels, and requires hydraulic cylinder repairs and/or replacements.

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

5G

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID FOR THE PURCHASE OF
ROLL-OFF TRUCKS

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 2 (two) roll-off refuse trucks from Shipley Motor Equipment Company for $326,506.0480, is accepted.

This Resolution adopted this _____ day of March, 2012.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
☑ No Publication Required

☐ Publish ____ Times

Interoffice Memorandum

TO: Ray Gosack, City Administrator

COPY TO: Baridi Nkokheli, Director of Sanitation

FROM: Alie Bahsoon, Purchasing Manager AB

SUBJECT: **Purchase of Roll-Off Trucks**

DATE: March 16, 2012

BID TAB: **N/A**

The City of Fort Smith ARKANSAS

The 2012 Budget earmarked funding for the purchase of 2 (two) roll-off hoist and body refuse trucks for use by the Industrial Collections Division of the Department of Sanitation.

In March of 2011, bids were solicited for a roll-off refuse truck and per Resolution R-60-11, the bid was awarded to Shipley Motor Equipment ("Shipley") of Fort Smith, Arkansas. In our bid document (available in Purchasing), there was a provision that allows the City to exercise an option to renew the contract with Shipley Motor for four (4) consecutive one (1) year periods under the terms and conditions of the bid. This renewal was contingent upon a mutual agreement between the City and Shipley. Additionally, Shipley was advised that a price adjustment was allowable upon giving the City a thirty (30) day written notice. Shipley has met this criteria and advised us of a $6,144 price increase (per truck) for a 2013 model truck (model GU713 with a Galbreath cable hoist). Last years' purchase was for a 2012 model truck for $157,109.

The price increase is due to a volatile market in the steel industry and the new clean-air requirements imposed by the EPA on truck manufacturers. Per the recommendations of the Sanitation Department staff, this increase is acceptable. With the Board's approval, the City's cost for these trucks will be $326,506.04.

The 2012 budget reflects an appropriation out of the "Reserve for Sanitation Equipment, Sinking Fund Account" in the amount of $340,000 for both trucks (Program 6307).301).

If you should require any additional information, please let me know.

Responsible Environmental Management

Fort Smith Department of Sanitation

MEMORANDUM

March 16, 2012

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director

Subject: Truck Purchases – Roll-Off Trucks

Since 2005, we have instituted a vehicle replacement schedule in our Industrial Collections Division (program 6307) requiring vehicle(s) replacement each year. We currently have three vehicles remaining in our replacement plan. For 2012, we are requesting to replace two 2000 Mack roll-off trucks (assets 62 and 63). Both vehicles are five years beyond their serviceable life expectancy.

We spent in excess of $17,500 on repairs of asset #62 since 2010, and anticipate continued repairs over and above normal maintenance within this year. Currently there are 308,944 miles on the engine. The chassis, transmission, and electrical systems require extensive repairs and the tilt-bed hoist requires rebuilding due to cracks in stress welds, worn pivots and bushings.

Asset #63 has 229,290 miles and suffers from an underpowered engine and transmission, which is unable to maintain highway speed when carrying medium load containers. The tilt-bed hoist requires replacement to the boom, winch cylinders, and bed control valve. Just over $18,500 has been spent on repairs to this unit in the last 2 years.

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

5 H

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER ONE TO AUTHORIZATION NUMBER TWO WITH PHILIP J. LERARIS, P.E., L.S., FOR ENGINEERING SERVICES ASSOCIATED WITH THE CONSOLIDATION OF LIFT STATIONS 7 & 14

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

SECTION 1: Amendment Number One to Authorization Number Two to the Agreement with Philip J. Leraris, P.E., L.S., for design and construction phase engineering services for the additional sewer main associated with the Consolidation of Lift Stations 7 & 14, Project Number 09-12-E2, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute Amendment Number One to Authorization Number Two for design and construction observation services in the amount of $6,580.00, increasing the total contract for construction phase engineering services to $104,700.00.

This Resolution adopted this ____ day of March 2012.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ npr

5 I

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER
ONE WITH GOODWIN & GOODWIN, INC., FOR THE
CONSOLIDATION OF LIFT STATIONS 7 & 14

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

Change Order Number One in the amount of $12,607.00 to the contract with Goodwin & Goodwin, Inc., for the Consolidation of Lift Stations 7 & 14, Project Number 09-12-C1, adjusting the contract amount to $969,506.00 and adding 30 days to the contract completion time, is hereby approved.

This Resolution adopted this _____ day of March 2012.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** March 20, 2012

FROM: Steve Parke, Director of Utilities

SUBJECT: Consolidation of Lift Stations 7 & 14
Project Number 09-12-C1

This project consolidates the gravity flow to two older lift stations located in the flood plain of the Arkansas River and delivers it to a new lift station to be built on higher ground at the end of Plum Street. The project includes the installation of 1,475 linear feet of 10-inch force main, 4,800 linear feet of 24-inch and 4,020 linear feet of 10-inch gravity sewer lines, construction of a new lift station and abandonment of two lift stations and associated sewer lines. The attached exhibit shows the locations of the improvements.

This Change Order extends the gravity sewer line replacement past the current end of construction which is south of Virginia Avenue. The section of sewer main being replaced is located in a low swampy area that is inaccessible to maintenance vehicles and has a high level of root intrusion which results in frequent overflows. The redesign moves the line out of the marshy area and up onto firmer ground. The new construction will be approximately 570 linear feet and includes three manholes. The abandoned sewer is approximately 670 linear feet and includes two manholes.

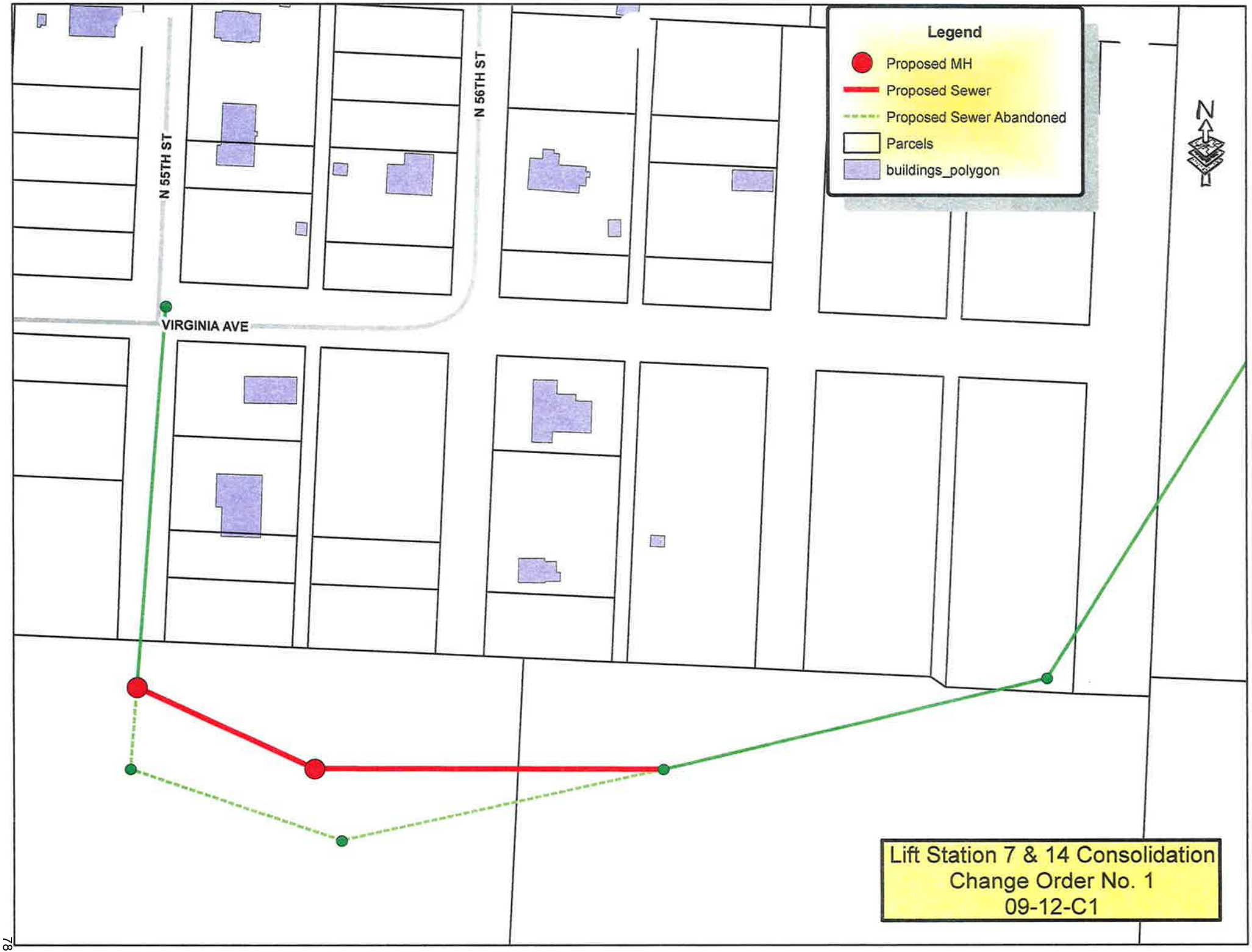
Construction cost for the additional line work is based on the unit pricing under the contractor's original bid with the cost identified at $48,827.00. The Change Order also deducts $36,220.00 for de-watering which was ultimately not needed on the project. The net increase in the project cost is $12,607.00.

Two Resolutions are attached. The first Resolution authorizes Change Order Number One and adjusts the total contract amount to $969,506.00. The second Resolution authorizes the Mayor to execute Amendment Number One to Authorization Number Two with Philip Leraris, P.E., L.S. for engineering services in the amount of $6,580.00 increasing the total cost for construction observation phase engineering services to $104,700.00.

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

attachment

pc: Jeff Dingman


Legend
Proposed MH
Proposed Sewer
Proposed Sewer Abandoned
Parcels
buildings_polygon
N 55TH ST
N 56TH ST
VIRGINIA AVE
N
Lift Station 7 & 14 Consolidation
Change Order No. 1
09-12-C1

Project Summary

Project status: Under construction

Project name: Consolidation of Lift Stations 7 & 14

Today's date: March 9, 2012

Project number: **09-12-C1**

Staff contact name: Steve Parke

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

Staff contact phone: 784-2231

Project contractor: Goodwin & Goodwin, Inc.

Notice to proceed issued: November 28, 2011

Completion date: May 28, 2012

		Dollar Amount	Date
Original at approval		956,899.00	10/9/2011
Change orders:			
1		12,607.00	3/20/2012
2			
3			
	Subtotal	12,607.00	
Final contract amount:		969,506.00	
Payments to date (as negative):		-665,595.36	
Amount of this payment		0.00	
Contract balance remaining		303,910.64	
Retainage held		33,569.65	
Amount Over (under) original as a percentage		1.3%	

Comments: Original Contract to under run by 3.8%, work added by CO #1 will result in over run of 1.3%

RESOLUTION NO. _____ 5 J

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH EDM CONSULTANTS, INC., FOR THE DESIGN OF THE RIVER FRONT DEVELOPMENT WATER & SEWER EXTENSIONS

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

SECTION 1: An Agreement with EDM Consultants, Inc., for design services associated with the River Front Development Water & Sewer Extensions, Project Number 11-08-E2, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute an Agreement in the amount of $180,000.00, for performance of said services.

This Resolution adopted this _____ day of March 2012.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** March 15, 2012

FROM: Steve Parke, Director of Utilities

SUBJECT: River Front Development
Water & Sewer Extensions - Phase II
Project Number 11-08-E2

Over the past several years the Board has identified goals to stimulate development along the city's downtown river frontage which includes phased extensions of water and wastewater utilities. The specific area of attention is the land area along River Front Drive between North "A" Street and North "P" Street. The extensions are being accomplished in two phases. Phase I is from North "A" Street to North "H" Street and designed to provide water and sewer services to the Marshals Museum site. Phase II is from North "H" Street to North "P" Street and covers the remainder of the identified development area. The attached exhibit shows the project area.

EDM Consultants, Inc., has designed the phase I improvements and they are now ready for bidding. That work will be scheduled once the needed easements have been acquired. The phase I work is being financed through a Federal grant. The appropriation of funds for the design and construction of the phase II water and wastewater extensions was included with the 2012 budget and is part of the Water and Sewer Capital Improvement Fund.

EDM has also been selected to provide the design and construction observation services for the phase II improvements. The cost for the engineering services is set at $180,000.00. A Resolution is attached which authorizes the Mayor to execute an Agreement with EDM Consultants for the required engineering services.

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

attachment

pc: Jeff Dingman

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: March 16, 2012

SUBJECT: Housing Assistance Board

The terms of Ms. Hazel Brown, Ms. Karen Wuthrich and Mr. Jim Harris of the Housing Assistance Board will expire April 30, 2012. Ms. Wuthrich and Mr. Harris are interested in being reappointed to this board.

The applicants available at this time are:

John P. Ross	10109 Seven Oaks Road
Sara Edmiston	8404 Hannah Court

Appointments are **by the Board of Directors.** Three appointment are needed; the term will expire April 30, 2014.

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

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Housing Assistance Board

The Housing Assistance Board was established by the Board of Directors April 6, 1976 to review applications and approve grants to owners of housing units in the City to repair and rehabilitate private residential structures. Grants are available through the Community Development Program.

The Board consists of seven persons serving two-year terms. The Board of Directors make the appointments from names submitted to them by various citizens, community groups, etc. The Board meets on call monthly.

	DATE APPOINTED	TERM EXPIRE
Hazel Brown Realtor 6711 Riviera Drive (03) 452-9406 (h) 452-5252 hbrown1409@aol.com	04/18/06	04/30/12
Karen V. Wuthrich Vice-President 4115 Gascony Way (03) 452-1952 (h) 478-4425 (w) karen.wuthrich@bxs.com	05/18/10	04/30/12
Jim Harris Retired 525 North 39 Street (03) 783-4530 (h) jharris39@sbcglobal.net	05/18/10	04/30/12
Jim Rose Retired 2204 Carleton Place (08) 648-9120	05/20/03	04/30/13

Gary Campbell 2711 Reeder (01) 783-0030 (h)	12/22/10	04/30/13
Allene Stafford Retired 1420 N. 55 Terrace (04) 452-5742 (h) 783-6830 (w)	03/15/05	04/30/13
Joe Hardin Retired 1524 Rockhurst Dr (08) 719-7356	04/20/11	04/30/13

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 2-27-2012

Name: Jimmy Harris

Home Telephone: 479-783-4530

Home Address: 525 No. 39th

~~Work Telephone~~: Cell 479-461-2778

Zip: 72903

Email: jharris39@sbcglobal.net

Occupation: Retired - Cofs - Utility Dept. - Supervisor
(If retired, please indicate former occupation or profession)

Education: High School - Professional Schools

Professional and/or Community Activities: —

Additional Pertinent Information/References: —

Are you a registered voter in the City of Fort Smith? Yes ✓ No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO ✓
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.____
Drivers License____ Date of Birth
information will be u[redacted] check of all applicants

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
(✓) Housing Assistance Board
( ) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
( ) Parking Authority
( ) Parks & Recreation Commission
( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 2-10-12

Name: Karen Wuthrich

Home Telephone: 452-1952

Home Address: 4115 Gascony Way

Work Telephone: 785-8346

Zip: 72903

Email: Karen.wuthrich@bxs.com

Occupation: Bancorp South - Vice President, Commercial Lending
(If retired, please indicate former occupation or profession)

Education: BS in accounting, Arkansas State University FS (now UAFS)

Professional and/or Community Activities: Housing Assistance Board, Girls Inc (treasurer), River Valley Botanical Gardens, Jr League (sustainer), PEO Cpt F, 1st Presbyterian Church

Additional Pertinent Information/References: Fort Smith native references: Jim Patridge, Mike Shaw, David & Dana Craig, Kathy Long

Are you a registered voter in the City of Fort Smith? Yes ✓ No ____

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO ✓

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from
consideration.____
Drivers License__ [redacted] Date of Birth__ [redacted]
information will be u [redacted] check of all applicants).

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
(X) Housing Assistance Board
( ) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
( ) Parking Authority
( ) Parks & Recreation Commission
( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Housing Asst.

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: March 8, 2012

Name: John P. (Pat) Ross Home Telephone: 479-646-7272

Home Address: 10109 Seven Oaks Rd. Work Telephone: 479-973-2759

Zip: 72908 Email: jprn62vw@sbcglobal.net

Occupation: Aviation / Real Estate Agent
(If retired, please indicate former occupation or profession)

Education: High School, Westark, UAFS

Professional and/or Community Activities: Flight instructor CFI, CFII, Real Estate agent Past Chairman FSBOR 2 years MLS Committee, MLS Committee, Board of Director Gateway House, Fianna Hill Property Owners Board of director

Additional Pertinent Information/References:

Born and raised in Fort Smith. References upon request

Are you a registered voter in the City of Fort Smith? Yes X No ____

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes ____ NO X

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License [redacted] Date of Birth [redacted]
information will b[redacted] check of all applicants).

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
(X) Airport Commission
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
(X) Housing Assistance Board
( ) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
( ) Parking Authority
(X) Parks & Recreation Commission
(X) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Housing asst. Bd

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 02/20/2012

Name: SARA EDMISTON

Home Telephone: 479-452-3334

Home Address: 8404 HANNAH COURT

Work Telephone: —

Zip: 72903

Email: WEDMISTON@SBCGLOBAL.NET

Occupation: RETIRED REGISTERED NURSE
(If retired, please indicate former occupation or profession)

Education: St. EDWARD HOSPITAL SCHOOL OF NURSING - DIPLOMA 1965

Professional and/or Community Activities: SEE ATTACHED

Additional Pertinent Information/References: SEE ATTACHED

Are you a registered voter in the City of Fort Smith? Yes ✓ No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO ✓
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consid[illegible]
Drivers License [redacted] Date of Birth [redacted]
information will [redacted] round check of all applicants)

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
(✓) Animal Services Advisory Board
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Convention Center Commission
(✓) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
(✓) Housing Assistance Board
( ) Housing Authority
(✓) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
( ) Parking Authority
(✓) Parks & Recreation Commission
( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

SARA EDMISTON (11-04-43) Ph: 479-452-3334

Registered Nurse (retired)--former nursing instructor and childbirth educator

Community Activities:

St.Johns Episcopal Church--lifetime member/Layreader/served on Vestry
Echols/Chaffin/ School PTA--member/homeroom mother/Board member
Southside High School PTA--President (Lifetime Membership Award) 1989-90
Sebastian County Public Health Department Advisory Board--represented
Fort Smith (President--1980-1983)

Past memberships:

Sparks Guild (board)
St.Edward Mercy Hospital Auxiliary (board)
Amis de L'Art Art Center Auxiliary
Project Compassion (board)
Fort Smith Girls Shelter (board)
Retired Senior Volunteer Program (board)
Community Dental Clinic
Salvation Army Auxiliary
Sebastian County Humane Society (fostered orphaned puppies)

Founding member:

The Compassionate Friends (Fort Smith)
The Good Samaritan Clinic
Good Sam Van
Fulfill a Dream (Fort Smith)--became part of Make a Wish Foundation

SARA EDMISTON--references (all friends as I have no recent work history)

Pamela Weiler--479-452-4952
2207 South 73

Mary Cooper (Bill)--479-646-6779
11024 Nicely Drive

Peggy Wiedman--479-452-4252
5701 Free Ferry Road

Paul Giuffre (Emma Jo)--479-785-4640
101 North 10th

Mary Ann Arnold--479-452-1359
7321 South Q

Pat Shaw (David)--479-452-0174
7000 Hestand Lane

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: March 16, 2012

SUBJECT: Parking Authority

The terms of Mr. Joseph Wald and Dr. Boyd Saviers of the Parking Authority has expired December 31, 2011.

The applicant available at this time is:

Kyle Gillian 11801 Southcrest Drive

Appointments are **by the Mayor confirmed by the Board of Directors.** Two appointments are needed; the term will expire December 31, 2017. (At this time we only have one applicant).

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

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Parking Authority

The Parking Authority is authorized to supervise and control all matters pertaining to the parking of vehicles within the City.

The Parking Authority consist of five members appointed by the Mayor with the approval of the Board of Directors for five year terms. Members shall be qualified electors of the city and cannot hold any elective office of city, county, or state. The Parking Authority meets on call.

	DATE APPOINTED	TERM EXPIRE
Joseph S. (Sam) Wald 3308 South 27 Street (01) 646-7046 (h) 783-0840 (w) jswald@swbell.net	10/17/06	12/31/11
Dr. Boyd M. Saviers 2106 South 46 Street (03) 783-0612	08/18/92	12/31/11
Linda K. Gurlen P.O. Box 180262 (18) 646-8535 (h) 479-424-1152 (w) lgurlen@cox.net	01/23/08	12/31/12
Loretta Parker 2720 S. Waldron (03) 452-4224 (h)	12/16/03	12/31/13
John Moates Proprietor 7408 Millennium Drive (16) 221-2083 (w) 926-3122 (h) john@blazenburrito.com	05/20/08	12/31/14

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 3-6-12

Name: Kyle W. Gilliam

Home Telephone: 648-2909

Home Address: 11801 Southwest Dr

Work Telephone: 573-1651

Zip: 72916

Email: Kgilliam@arvest.com

Occupation: President / Arvest Equipment Finance
(If retired, please indicate former occupation or profession)

Education: A.A, B.S, CLP.

Professional and/or Community Activities: Retired from 188th Fighter Wing on 3-11 After 27 yrs Service

Additional Pertinent Information/References:

Are you a registered voter in the City of Fort Smith? Yes X No ____

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO X

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License [redacted] Date of Birth [redacted]
information will be [redacted] heck of all applicants).

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
( ) Housing Assistance Board
( ) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
(X) Parking Authority
( ) Parks & Recreation Commission
( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: March 15, 2012

SUBJECT: Planning Commission

The terms of Ms. Jennifer Parks, Mr. Salvatore Salamone, and Mr. John Huffman of the Planning Commission will expire April 30, 2012. Ms. Parks, Mr. Salamone and Mr. Huffman are interested in being reappointed to this commission.

The applicants available at this time are:

Jim Kolettis	2732 Brooken Hill Drive
Brandon Cox	7305 Ellsworth Road
John P. Ross	10109 Seven Oaks Road

Appointments are **by the Board of Directors.** Three appointment are needed; the term will expire April 30, 2015.

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

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PLANNING COMMISSION

The purpose of the Planning Commission is to prepare a development plan for the City, to receive and make recommendations on public and private proposals for the development and to prepare and administer planning regulations. The Planning Commission is authorized to prepare and adopt a land use plan, a community facilities plan, a master street plan, and such other plans affecting the general welfare of the City.

The Planning Commission, acting as Board of Zoning Adjustment, hears appeals from the decision of the administrative officers regarding enforcement and application of the zoning ordinances and hears requests for variances from the provisions of the zoning ordinance.

The Planning Commission consists of nine members, appointed by the Board of Directors for a three-year term. Members of the Planning Commission must be owners of or tenants in real property in the City of Fort Smith and be qualified electors of the City. The Planning Commission meets the second Tuesday of each month at 5:30 p.m. in the Rose Room of the Creekmore Community Center.

	DATE APPOINT	TERM EXPIRES
Jennifer Parks Insurance Agent 3412 Coventry Ln (08) 649-8036 (h) 651-6503 (c) jenniferparksfsm@yahoo.com	04/18/06	04/30/12
Salvatore Salamone 10701 Castleton Street (08) 201-5570 (w) 434-6145 (h) Salthefan@gmail.com	01/18/11	04/30/12
John Huffman 8301 Clover Drive 646-4271 (h)	08/17/09	04/30/12
Steve Griffin Arvest Bank P.O. Box 11110 (17) 709-8811 sgriffin@arvest.com	12/16/03	04/30/13

S. Walton Maurras 2801 Charlotte Ln (01) 646-1073 (h) wmaurras@mac.com	03/16/10	04/30/13
Marshall L. Sharpe 2912 South 34 Street (03) 649-7459 (h) 494-6305 (w) Msharpe@okfoods.com	08/17/10	04/30/13
Mike J. Lorenz CEO JML Promotions 4100 Cherokee Circle (03) 648-1696 (h) 651-7001 (w) Mike@rfgp.com	11/18/08	04/30/14
Vicki Newton 2725 Reeder Street (01) 709-9946 (h) 782-4001 (213)	03/15/11	04/30/14
Thomas E. Howard Jr. 3121 Jackson (03) 648-9226 (h) 452-2636 (w) r.howard@risley-associates.com	03/15/11	04/30/14

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 3-14-2012

Name: Jennifer Parks

Home Telephone: 479-651-6503

Home Address: 3412 Coventry Ln

Work Telephone: 479-434-6556

Zip: 72908

Email: jennifer@healthpointinsurance services.com

Occupation: Insurance Agent
(If retired, please indicate former occupation or profession)

Education: B A, PSYCHOLOGY

Professional and/or Community Activities: Lincoln Childcare Past President, 1996 Leadership FS, Junior League Marketing Chair, NAIFA Treasurer

Additional Pertinent Information/References: Currently serving as Secretary of Planning Comm.

Are you a registered voter in the City of Fort Smith? Yes ✓ No ___

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes ___ NO ✓

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration. ___

Drivers License ___ Date of Birth ___
information will be use to conduct a criminal back ground check of all applicants).

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
( ) Housing Assistance Board
( ) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
( ) Parking Authority
( ) Parks & Recreation Commission
(✓) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 2-17-12

Name: JOHN HUFFMAN

Home Telephone: 479-646-4271

Home Address: 8301 CLOVER DRIVE

Work Telephone: _____

Zip: 72908

Email: JACKETHELHUF@SBCGLOBAL.NET

Occupation: RETIRED - INDUSTRIAL ENGINEER
(If retired, please indicate former occupation or profession)

Education: BS AUBURN UNIVERSITY

Professional and/or Community Activities: SERVED AS DISASTER CHAIRMAN FOR RED CROSS, SERVED ON SEBASTIAN DISASTER TEAM

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes X No ____

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?

Yes____ NO X

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License [redacted] Date of Birth [redacted]

information wil[redacted] ground check of all applicant[redacted]

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
(X) Airport Commission
( ) Animal Services Advisory Board
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Convention Center Commission
( ) Civil Service Commission
(X) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
(X) Historic District Commission
( ) Housing Assistance Board
(X) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
( ) Parking Authority
(X) Parks & Recreation Commission
(X) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: February 9, 2012

Name: SALVATORE F. SALAMONE Home Telephone: 479-434-6145

Home Address: 10701 Castleton St Work Telephone: 479-431-9529

Zip: 72908 FORT SMITH, AR Email: SALTHEFAN@GMAIL.COM

Occupation: Attorney / CPA
(If retired, please indicate former occupation or profession)

Education: J.D. - Attorney; B.S. Accounting - CPA

Professional and/or Community Activities: Current Member Planning Commission; Convention Center Commission 2010-2011

Additional Pertinent Information/References: See Attached

Are you a registered voter in the City of Fort Smith? Yes ✓ No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration. N/A
Drivers License [redacted] Date of Birth [redacted]
information will b[redacted]d check of all applicants

I am interested in serving on the [redacted]

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
( ) Housing Assistance Board
( ) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
( ) Parking Authority
( ) Parks & Recreation Commission
(X) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Planning

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: August 25, 2011

Name: Jim Kolettis

Home Telephone: 479-648-3449

Address: 2732 Brooken Hill Dr

Work Telephone: 479-410-2211

Zip: 72908

Email: jimk@cox.net

Occupation: Director Marketing & Sales at Mahar Manufacturing
(If retired, please indicate former occupation or profession)

Education: BA Mechanical Engineering

Professional and/or Community Activities and Additional Pertinent Information/References:

Previous Employment: Project Program Manager at Dept. of Defense/ Procurement Technical Assistance Center
Present Member of: The Fort Smith Convention Center Commission, City of Fort Smith Citizen's Academy Alumni, National School Supply and Equipment Association/NSSEA, School Supply Industry Group, emarketing Association Network, 280 Group: Product Management & Product Marketing, Christian Professionals, Education Marketing Professionals, eMarketing Association Network, For-Profit Education Industry Group, Future Trends, GreenBiz.com -- Green Business Professionals, Inbound Marketers - For Marketing Professionals, Innovative Marketing-PR-Sales-Word-of-Mouth & Buzz Innovators, International Business, Leadership Think Tank, LEED Accredited Professional, Managing a Multi-Generational Workforce, Marketing Communication, Marketing Executives Group, Sales Playbook!, SalesBlogcast.com, Social Media Marketing, TEN - Top Executives Net

Are you a registered voter in the City of Fort Smith? YES

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? NO

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers I [redacted]
(This inf [redacted] icants).

I am interested in serving on the (please check):

( ) Audit Committee
✓ Advertising & Promoting Commission
✓ Airport Commission
( ) Animal Services Task Force
✓ Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Convention Center Commission
( ) Civil Service Commission
✓ Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
( ) Housing Assistance Board
( ) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
( ) Parking Authority
✓ Parks & Recreation Commission
✓ Planning Commission
( ) Plumbing Advisory Board
✓ Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Please return this form to Wendy Beshears, P.O. Box 1908, FSM, AR 72902

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 2/13/12

Name: Brandon Cox

Home Telephone: 479 649 8142

Home Address: 7305 Ellsworth Rd.

Work Telephone: 479 478 7864

Zip: 72903

Email: bcox@propak.com

Occupation: VP - Propak Logistics
(If retired, please indicate former occupation or profession)

Education: Bachelor of Science - Marketing (Univ. of Ark-Fay.)

Professional and/or Community Activities: Previous V.P. of Western Ark. Tennis Assoc.

Additional Pertinent Information/References: Attaching letter to the Board of Dir. + Mayor Sanders

Are you a registered voter in the City of Fort Smith? Yes X No ____

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes X NO____

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from [redacted] consideration.____

Drivers License [redacted] Date of Birt[redacted]

information will be [redacted] check of all applicant[redacted]

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
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( ) Housing Assistance Board
( ) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
( ) Parking Authority
( ) Parks & Recreation Commission
(X) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Planning Com.

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: March 8, 2012

Name: John P. (Pat) Ross Home Telephone: 479-646-7272

Home Address: 10109 Seven Oaks Rd. Work Telephone: 479-973-2759

Zip: 72908 Email: jprn62vw@sbcglobal.net

Occupation: Civiation / Real Estate Agent
(If retired, please indicate former occupation or profession)

Education: High School, Westark, UAFS

Professional and/or Community Activities: Flight instructor CFI, CFII, Real Estate agent Past Chairman FSBOR 2 years MLS Committee, MLS Committee, Board of Director Gateway House, Fianna Hill Property Owners Board of director

Additional Pertinent Information/References:

Born and raised in Fort Smith References upon request

Are you a registered voter in the City of Fort Smith? Yes X No ___

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes ___ NO X

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License [redacted] Date of Birth [redacted]
information will [redacted] check of all applicants

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
(X) Airport Commission
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
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