



AGENDA

FORT SMITH BOARD OF DIRECTORS REGULAR MEETING

APRIL 6, 2010 ~ 6:00 P.M.

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S ANNOUNCEMENTS AND RECOGNITIONS

APPROVE MINUTES OF THE MARCH 16, 2010 REGULAR MEETING

ITEMS OF BUSINESS:

1. Public hearing and resolution approving the Community Development Block Grant Budget, the HOME Investment Partnership Act Program Budget, authorizing the submission of the Program Year 2010 Action Plan and for other purposes
2. Items relative to appeal of Planning Commission decision to approve conditional use request located at 5401 Kinkead Avenue (*appeal filed by Don A. Smith, agent for Collier & Nancy Wenderoth*)
 - A. Resolution affirming the action of the Planning Commission approving Conditional Use #6-3-10 located at 5401 Kinkead Avenue
 - B. Resolution denying Conditional Use #6-3-10 for the construction of a parking lot, athletic field and nature park area for the University of Arkansas at Fort Smith located at 5401 Kinkead Avenue

3. Ordinance rezoning identified property and amending the zoning map from Extraterritorial Jurisdiction Open-1 to Extraterritorial Jurisdiction Light Industrial by classification (*6620 Old Harrison Lane*)
4. Ordinance rezoning identified property and amending the zoning map from Unzoned to Residential Single Family High Density by classification (*7501 Wells Lake Road*)
5. Ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith
6. Ordinance ordering the owners of certain dilapidated and substandard structures to demolish same, authorizing the City Administrator to cause the demolition of such structures to occur and for other purposes (*823 North 21st Street - rear garage only and 619 North 36th Street and rear building*)
7. Consent Agenda
 - A. Ordinance to release a maintenance and public utility easement located in Clayton Heights, an addition to the City of Fort Smith, Sebastian County, Arkansas
 - B. Resolution granting a temporary revocable license for the placement of a landscaped island and rock column in a public right-of-way and authorizing Mayor to execute agreement (*Reata Subdivision*)
 - C. Resolution authorizing execution of lease agreement with Webster University for space on the lower level of the convention center annex
 - D. Resolution authorizing filing of annexation petition with Sebastian County Court (*Landfill property and FCRA property*)
 - E. Resolution establishing a Special Ad Hoc Committee to examine the feasibility of a restaurant tax and to make recommendations related to operation of the Fort Smith Convention Center ~ *Requested by Director Goodman at the March 23, 2010 study session* ~
 - F. Resolution accepting bids and authorizing the Mayor to enter into contracts for the construction of Phase 5 at the City of Fort Smith Landfill (\$1,996,861.15)
 - G. Resolution authorizing the Mayor to execute an agreement with Terracon Consultants, Inc. for groundwater monitoring services at the City of Fort Smith Landfill (\$185,630.00)

- H. Resolution authorizing Change Order Number Two with Turn Key Construction Management, Inc. for the construction of the Fort Smith Public Transit transfer station located at 200 Wheeler Avenue (*time extension only*)
- I. Resolution accepting the project as complete and authorizing final pay to Turn Key Construction Management, Inc. for the transfer station located at 200 Wheeler Avenue (\$62,285.30)
- J. Ordinance authorizing the use of Federal Asset Forfeiture Funds to increase the total authorized sworn officer positions to one hundred and sixty eight (168) for the Fort Smith Police Department (\$58,782.49)
- K. Ordinance authorizing the purchase of a video surveillance and security access system from AOS for use by the Fort Smith Police Department (\$91,846.75)
- L. Ordinance authorizing the purchase of an evidence storage system from Southwest Solutions Group for use by the Fort Smith Police Department (\$41,504.54)
- M. Resolution authorizing the Mayor to execute a location and access agreement and addendum with Base Productions, Inc.
- N. Resolution authorizing Change Order Number Two with The Havens Construction Company, Inc. for the Sunnymede Relief Sanitary Sewer Line Improvements (\$15,522.95)
- O. Resolution accepting the project as complete and authorizing final payment to The Havens Construction Company, Inc. for the Sunnymede Relief Sanitary Sewer Line Improvements (\$202,098.54)
- P. Resolution authorizing partial payment to Branco Enterprises, Inc. for construction of the Phase II "P" Street Wastewater Treatment Plant Wet Weather Improvements - Schedule 2 (\$956,954.34)
- Q. Resolution authorizing the Mayor to execute an agreement with RJN Group, Inc. for providing engineering services associated with wastewater collection system flow monitoring service (\$77,859.00)
- R. Resolution authorizing partial payment to Crossland Heavy Contractors, Inc. for construction of the Lake Fort Smith Water Treatment Plant - Contract 3 (\$1,860,217.70)

DIRECTORS FORUM

CITY ADMINISTRATOR'S REPORT

EXECUTIVE SESSION

Appointments: Special Ad Hoc Committee

ADJOURN

A RESOLUTION APPROVING THE YEAR 36 COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET, THE YEAR 17 HOME INVESTMENT PARTNERSHIP ACT PROGRAM BUDGET, AUTHORIZING THE SUBMISSION OF THE PROGRAM YEAR 2010 ACTION PLAN AND FOR OTHER PURPOSES

WHEREAS, it is the intention of the Board of Directors of the City of Fort Smith to allocate Community Development Block Grant (CDBG) funds in such a manner that the maximum feasible priority is given to activities which will benefit low to moderate income families or persons and eliminate slum and blight.

WHEREAS, it is the intention of the Board of Directors of the City of Fort Smith to allocate HOME Investment Partnership Act (HOME) funds in such a manner as to provide affordable housing opportunities to low and moderate income persons or families.

WHEREAS, there is a total of \$882,365 estimated for Year 36 funds allocated to the CDBG Program for budgetary purposes; and

WHEREAS, there is a total of \$525,519 estimated in Year 17 funds allocated to the HOME Program for budgetary purposes; and

WHEREAS, there are additional funds for the Year 35 CDBG and the Year 16 HOME programs received after the Program Year 2009 funding cycle;

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

SECTION 1: The Year Thirty-six CDBG budget totaling eight hundred, eighty-two thousand, three hundred and sixty-five dollars (\$882,365) for budgeting purposes is adopted by reference to the attached budget sheet.

SECTION 2: The Year Seventeen HOME Program budget totaling five hundred, twenty-five thousand, five hundred and nineteen dollars (\$525,519) for budgeting purposes is adopted by reference to the attached budget sheet.

SECTION 3: The in-house Affirmative Action Policy which prescribes equal opportunity policies for the recruitment, hiring, training, promoting, demotions and termination of employees, with personnel goals revised annually, as stated in Resolution No. R-7-81 is reaffirmed.

*Approved as to form
JHL
No publication required*

SECTION 4: A Year Thirty-six CDBG Affirmative Action Plan is adopted to provide contractual procedures with regard to equal opportunity personnel policies on the part of CDBG project contractors.

SECTION 5: The Fair Housing Program/Policy of the City of Fort Smith as stated in Resolution No. 2214, is reaffirmed to affirmatively further Fair Housing practices in the sale, lease or rental of housing and to prevent discrimination on the basis of race, color, religion, national origin, sex, disability or familial status and to provide a procedure and Fair Housing Officer to assist and educate the public on their rights and procedures available to have complaints reviewed, investigated and resolved.

SECTION 6: The Director of Community Development is authorized to prepare and submit the P. Y. 2010 Action Plan to carry out the activities/projects identified in the extended 5-Year Consolidated Plan and the amendments to the P. Y. 2009 Action Plan to the U. S. Department of Housing and Urban Development (HUD) for review and approval. Once the approvals by HUD have occurred, the Mayor is authorized to execute agreements, his signature being attested by the City Clerk, with the agencies identified in the P. Y. 2010 Community Development Department Budget as application numbers 2010-A through 2010-U to undertake the activities/projects in the Action Plan.

SECTION 7: All approved agencies of CDBG and HOME funds will use the city's procurement procedures for any services or contracts.

SECTION 8: Any CDBG project not commenced by June 30, 2011 will be canceled and the project funding will transfer to the Fort Smith Housing Assistance Program #8722. All CDBG program income from prior projects will transfer to the Fort Smith Housing Assistance Program #8722 and the allowed 20% for program administration will be deducted prior to the transfer.

SECTION 9: Any HOME project not commenced by June 30, 2012 will be canceled and the funding will transfer to the Downpayment Assistance Program #8503 with the exception of CHDO Reserve funds. All HOME program income received by the City will transfer to the Downpayment Assistance Program # 8503 with the allowed 10% for program administration deducted prior to the transfer. HOME recaptured funds will be used according to federal regulations.

SECTION 10: Any funds in excess of the estimated allocations for the Year 36 CDBG and Year 17 HOME programs will be placed in the unprogrammed category for six months and then spent according to Sections 8 and 9.

SECTION 11: Subject to approval of form by the City Attorney, the City Administrator or his authorized agent is authorized to execute any documents related to real property transactions that are funded with the CDBG and/ or HOME funds, this includes but is not limited to deeds, mortgage releases, subordination agreements and participation in HUD's FHA Good Neighbor Program.

SECTION 12: The additional funding of \$10,229 (ten thousand, two hundred, twenty-nine dollars) received after the previous funding cycle for Year 35 CDBG funds is programmed for budgeting purposes is adopted by reference to the attached budget sheet. The additional funding of \$52,722 (fifty-two thousand, seven hundred, twenty-two dollars) received after the previous funding cycle for Year 16 HOME funds is programmed for budgeting purposes is adopted by reference to the attached budget sheet.

SECTION 13: Any activity that is proposed to be altered in terms of its purpose, scope, location, or beneficiaries to such an extent that it can no longer reasonably be construed as the activity reviewed by the public and approved by the Fort Smith Board of Directors will be canceled.

THIS RESOLUTION APPROVED THIS 6th DAY OF APRIL 2010.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Program Year 2010 COMMUNITY DEVELOPMENT BUDGET

Letter	Agency	CDBG Year 35	CDBG Year 36	HOME Year 16	HOME Year 17
2010-A	Next Step Day Room		\$56,000		
2010-B	Hannah House		\$32,236		
PS 2010-C	Next Step Day Room - Case Mgmt.		\$19,000		
PS 2010-D	Next Step Day Room - Esther Home		\$9,000		
PS 2010-E	Community Services Clearinghouse		\$16,354		
PS 2010-F	Fountain of Youth		\$8,000		
PS 2010-G	Heart to Heart Pregnancy Support Center		\$14,000		
PS 2010-H	Lincoln Childcare Center		\$18,000		
PS 2010-I	CSCDC, Inc. - Credit Repair		\$6,000		
PS 2010-J	Westark RSVP		\$8,000		
PS 2010-K	Crisis Intervention Center		\$19,000		
PS 2010-L	Community Dental Clinic		\$15,000		
2010-M	FS Children's Emergency Shelter		\$9,345		
2010-N	Fort Smith Housing Authority		\$75,000		
2010-O	CSCDC, Inc. - Clayton Park	\$10,229	\$72,129		
2010-P	Lend A Hand - Chaffee Crossing		\$20,000		
2010-R	Fort Smith Housing Authority				\$85,000
2010-S	CSCDC, Inc. - DPA			\$47,451	\$64,139
2010-T	CSCDC, Inc. - CHDO				\$121,000 CR
2010-T	CSCDC, Inc. - Operating				\$5,000 CO
2010-U	Lend A Hand, Inc. - CHDO				\$192,830 CR
2010-U	Lend A Hand, Inc. - Operating				\$5,000 CO
	Fort Smith Housing Assistance		\$214,710		
	FS Housing Rehabilitation Admin.		\$50,000		
	Fort Smith - Administration		\$176,473		
	Fort Smith - HOME Administration			\$5,271	\$52,550
	CDBG Unprogrammed		\$44,118		
	TOTALS	\$10,229	\$882,365	\$52,722	\$525,519

CHDO = Community Housing Development Organization

CR = CHDO Reserve CO = CHDO Operating DPA = Downpayment Assistance

MEMORANDUM

To: Dennis Kelly, City Administrator

From: Matt Jennings, Director of Community Development 

Subject: *Recommendations by the Community Development Advisory Committee for Year 36 CDBG and HOME Year 17 Program Funding - Program Year 2010 (July 1 - June 30)*

Date: March 31, 2010

Attached is the memo from Fran Hall, Chairperson of the Community Development Advisory Committee (CDAC). As you know, her memo sets forth the recommendations of the CDAC which were reviewed with the Board of Directors in the study session on March 23.

A resolution is attached detailing the budget of both programs as set forth by the CDAC recommendations and other items prescribed in the extended 5 year-consolidated plan. The resolution also contains the programming of previous years' CDBG and HOME funds.

Due to the amount of paper used for this item, I'm asking that the Directors and others refer to the study session packet for the copies of the applications filed for consideration. The information is also placed on the City website.

Should you have any questions or comments, please let me know.

cc: Wally Bailey, Director of Development Services

MEMORANDUM

1

To: Dennis Kelly, City Administrator

From: Fran Hall, Chairperson of the Community Development Advisory Committee(CDAC)

Subject: Recommendations for Year 36 CDBG and Year 17 HOME Investment Partnership Programs (*Community Development Department Budget for Program Year 2010: July 1, 2010 - June 30, 2011*)

Date: March 15, 2010

The Community Development Advisory Committee (CDAC) held three public hearings on March 4, 2010, to hear funding requests for Community Development Block Grant (CDBG) and HOME Investment Partnership Act Program funds. At the close of the final public hearing, the CDAC members met to consider funding recommendations to the Fort Smith Board of Directors. On March 1, 2005, the City Board of Directors approved the Five Year Consolidated Plan which established priorities for funding allocations to both the CDBG and HOME programs. Although the Five Year plan ended with Program Year 2009, the Little Rock HUD field office advised all entitlement cities to request waivers to extend the five-year plan by one year for in anticipation of changes to the planning process. The city applied for and received the waiver from the field office. The following table reflects those priorities as they relate to the Program Year 2010 allocations:

CDBG AND HOME FUNDS

<i>CATEGORY</i>	<i>YEAR 36 CDBG</i>	<i>YEAR 17 HOME</i>	<i>TOTALS</i>
Homelessness	\$88,236		\$88,236
Public Service	\$132,354		\$132,354
Community Development	\$441,184		\$441,184
CHDO/HOME		\$473,269	\$473,269
Administration	\$176,473	\$52,250	\$228,723
Contingency	\$44,118	\$0.00	\$44,118
Totals	\$882,365	\$525,519	\$1,407,884

The amounts contained within the table on the previous page are estimated since the Department of Housing & Urban Development (HUD) has not issued the final allocation amounts. The HUD Little Rock Field Office recommended that all entitlement cities should budget for a 7% increase for CDBG and budget the same amount for HOME as last year. The staff took a conservative position and increased the CDBG total by 6%. It is anticipated that these numbers will be finalized before the Board reviews the resolution in the voting session on April 6, 2010. The CDAC voted to recommend that any CDBG funding in excess of the estimated amount to go into the unprogrammed/contingency fund. Additionally, the CDAC recommended allocating excess funds from Year 35 CDBG and Years 16 from the HOME program.

The CDAC continues to use the rating criteria for determining funding recommendations. A spreadsheet showing the total points from the rating criteria is attached. The rating system is a useful tool for CDAC members to determine funding in categories where there were many requests but few dollars for allocation. The criterion includes the experience of the applicant performing the proposed activity, the organization's capacity to perform, the reasonable amount of the request, project implementation and financial feasibility of the project. Bonus points were awarded on the basis of a) urgency or necessity of the project, b) variety of services provided by the organization and c) duration of services provided. The applications are linked to the Objectives/Strategies/Goals of the adopted Five Year Consolidated Plan and the rating criteria.

Behind the rating criteria summary is a spreadsheet that indicates the amount of CDBG and/or HOME program unspent funds by agency and year. The spreadsheet contains the amount awarded and balance amounts as of the date of the public hearings on March 4, 2010. Any program income on hand by each organization is noted in the application itself. Following that spreadsheet is the rating summary and the funding worksheets used for each category with the final CDAC recommendations of funding.

The task of making recommendations to the Board of Directors is increasingly difficult due to the funding amounts available and competitive funding requests. This year 21 applications were filed, which one more than last year's cycle. The committee and city staff listened to application proposals and then went into deliberation for a total of almost six hours on the day of public hearings to reach a consensus on the submitted funding requests and formulate recommendations to the Fort Smith Board of Directors.

The public service category received ten applications, one more than last year. However, \$206,785 was requested this year compared to \$189,245 last year and \$148,260 in 2008. We believe the increase is due to the current condition of the economy and that non-profits providing services are seeking additional funding from all sources as well. Federal regulations require the City to use no more than 15% of the entire CDBG allocation for the

Mr. Dennis Kelly
March 15, 2010
Page 3

public service category which is \$132,354. Although it was the desire of the committee members to recommend full funding to the agencies, it was not possible.

The table on page four lists all funding requests by outside agencies *recommended* by the CDAC. The table also contains the city's housing assistance program funding prescribed by the extended five year consolidated plan along with administrative funding and a unprogrammed/contingency fund in CDBG for project overruns in that program. With the exception of a few proposals, the committee was not able to recommend all requests be funded to their full amounts. We are pleased to report that all agencies submitting applications for funding were on time and complete, and we extend our thanks for their hard work. Unfortunately, Bost, Inc. entered the wrong date for the public hearing into their calendar for presentation before the CDAC, city staff members left messages right after the 2:00 P. M. public hearing and 15 minutes before the start of the 5:30 P.M. public hearing. The Bost staff member was ill and didn't find the messages until the next day. Since it was a requirement, the application could not be rated and recommended for funding. This happened two years ago with another agency. While we are disappointed, it would not be fair to the other agencies that followed the rules. The agency may choose to re-apply in the next funding cycle.

Program income continues to be generated by the city, the nonprofit partners, and the housing authority which continue to be reused for affordable housing and housing assistance projects. The expenditure of program income to the City is reported annually in the Consolidated Annual Performance and Evaluation Report (CAPER) which is online at the city's website, updated annually and provided to the Board of Directors once the report is accepted by the Department of HUD.

I will be in attendance at the March 23 study session and at the Board of Directors voting session on April 6.

CDAC Members

Fran Hall - Chairperson

George Willis - Vice Chairperson

Cinda Rusin

Kerri Norman

Yvonne Keaton-Martin

Rebecca Timmons

Genia Smith

c: Matt Jennings
Wally Bailey

Proposed Program Year 2010 Community Development Budget

Letter	Agency	CDAC - Amount Recommended	CDBG Year 35	CDBG Year 36	HOME Year 16	HOME Year 17
2010-A	Next Step Day Room	\$56,000		\$56,000		
2010-B	Hannah House	\$32,236		\$32,236		
PS 2010-C	Next Step Day Room - Case Mgmt.	\$19,000		\$19,000		
PS 2010-D	Next Step Day Room - Esther Home	\$9,000		\$9,000		
PS 2010-E	Community Services Clearinghouse	\$16,354		\$16,354		
PS 2010-F	Fountain of Youth	\$8,000		\$8,000		
PS 2010-G	Heart to Heart Pregnancy Support Center	\$14,000		\$14,000		
PS 2010-H	Lincoln Childcare Center	\$18,000		\$18,000		
PS 2010-I	CSCDC, Inc. - Credit Repair	\$6,000		\$6,000		
PS 2010-J	Westark RSVP	\$8,000		\$8,000		
PS 2010-K	Crisis Intervention Center	\$19,000		\$19,000		
PS 2010-L	Community Dental Clinic	\$15,000		\$15,000		
2010-M	FS Children's Emergency Shelter	\$9,345		\$9,345		
2010-N	Fort Smith Housing Authority	\$75,000		\$75,000		
2010-O	CSCDC, Inc. - Clayton Park	\$82,358	\$10,229	\$72,129		
2010-P	Lend A Hand - Chaffee Crossing	\$20,000		\$20,000		
2010-R	Fort Smith Housing Authority	\$85,000				\$85,000
2010-S	CSCDC, Inc. - DPA	\$111,590			\$47,451	\$64,139
2010-T	CSCDC, Inc. - CHDO	\$121,000				\$121,000 CR
2010-T	CSCDC, Inc. - Operating	\$5,000				\$5,000 CO
2010-U	Lend A Hand, Inc. - CHDO	\$192,830				\$192,830 CR
2010-U	Lend A Hand, Inc. - Operating	\$5,000				\$5,000 CO
	Fort Smith Housing Assistance			\$214,710		
	FS Housing Rehabilitation Admin.			\$50,000		
	Fort Smith - Administration			\$176,473		
	Fort Smith - HOME Administration				\$5,271	\$52,550
	CDBG Unprogrammed			\$44,118		
	TOTALS		\$10,229	\$882,365	\$52,722	\$525,519

CHDO = Community Housing Development Organization

CR = CHDO Reserve CO = CHDO Operating DPA = Downpayment Assistance

Agency Name	Award	CDBG	HOME	Year
BOST	\$ 7,971.00	\$ 2,438.03		2009
Clearinghouse	\$ 17,000.00	\$ 7,245.68		2009
CSCDC - CHDO	\$ 59,572.00		\$ 6,819.19	2008
CSCDC - CHDO Operating	\$ 12,000.00		\$ 1,682.63	2008
CSCDC - CHDO Rehab	\$ 120,000.00		\$ 112,871.47	2009
CSCDC - CHDO Operating	\$ 12,409.00		\$ 10,722.68	2009
CSCDC - DPA	\$ 134,612.28		\$ 20,451.62	2009
CSCDC - Credit Repair	\$ 5,000.00	\$ 1,300.00		2009
CSCDC - Clayton Park	\$ 41,237.00	\$ 41,237.00		2009
Crisis Intervention Center	\$ 25,325.00	\$ 6,236.92		2009
FSHA - New Con	\$ 100,000.00		\$ 17,314.04	2007
FSHA - New Con	\$ 100,208.00		\$ 30,023.21	2008
FSHA - New Con	\$ 174,000.00		\$ 174,000.00	2009
FSHA - NP2	\$ 250,342.00	\$ 57,777.11		2008
FSHA - Acq - Site Prep	\$ 30,600.00	\$ 30,600.00		2009
FSPub Schl - Howard	\$ 12,000.00	\$ 12,000.00		2008
FSPub Schl - Howard	\$ 8,000.00	\$ 8,000.00		2009
Fountain of Youth	\$ 6,000.00	\$ 3,000.00		2009
Good Samaritan Clinic	\$ 15,000.00	\$ 15,000.00		2009
Habitat	\$ 50,000.00		\$ 49,683.25	2007
Heart to Heart	\$ 8,000.00	\$ 6,644.39		2009
LAH - CHDO Rehab	\$ 144,000.00		\$ 82,786.83	2009
LAH - CHDO Operating	\$ 11,226.00		\$ 11,226.00	2009
LAH - Chaffee Development	\$ 56,643.00	\$ 49,893.00		2009
LAH - Neis	\$ 20,000.00	\$ 20,369.59		2009
NSDR - Acquisition	\$ 164,450.00	\$ 164,450.00		2009
NSDR - Esther Home Utilities	\$ 8,000.00	\$ 4,053.02		2009
Total	\$ 1,593,595.28	\$ 430,244.74	\$ 517,580.92	

CDBG and HOME Funds not spent as of March 4, 2010

Does not include any program income held by the agency and noted on the application

Clearinghouse = Community Services Clearinghouse

CSCDC = Crawford-Sebastian Community Development Council

FSHA = Fort Smith Housing Authority

FS Pub Schl = Fort Smith Public Schools

Habitat = Arkansas Valley Habitat for Humanity

Heart to Heart = Heart to Heart Pregnancy Support Center

LAH = Lend A Hand

NSDR = Next Step Day Room

PROGRAM YEAR 2010 APPLICATION RATINGS SUMMARY BY CDAC MEMBERS

0 = Abstain from Vote

Category 1 - CDBG Year 36

		Hall	Keaton-Martin	Norman	Rusin	Smith	Timmons	Willis	Total Points	Average
Homelessness										
A	Next Step Day Room - Trans. Housing	39.5	18.5	40.5	43.0	28.0	20.0	45.0	234.5	33.50
B	Hannah House - Trans. Housing	38.5	22.5	35.5	25.0	32.0	27.0	35.0	215.5	30.79

Category 2 - CDBG Year 36

		Hall	Keaton-Martin	Norman	Rusin	Smith	Timmons	Willis	Total Points	Average
Public Service										
C	Next Step Day Room - Case Mgmt.	33	33	39	38	29	32	35	239	34.14
D	Next Step Day Room - Esther Oper.	39	34	39	39	35	33	34	253	36.14
E	Community Services Clearinghouse	35	35	35	40	35	30	40	250	35.71
F	Fountain of Youth Adult Daycare	34	29	35	29	31	30	39	227	32.43
G	Heart to Heart Pregnancy Support C.	40	34	32	38	35	28	39	246	35.14
H	Lincoln Childcare Center - Tuition	36	30	33	36	35	31	0	201	33.50
I	CSCDC - Credit Repair & Counseling	28	35	36	36	35	29	35	234	33.43
J	WestArk RSVP - VITA Tax Assistance	33	26	33	33	32	29	33	219	31.29
K	Crisis Intervention Center	40	33	31	35	35	32	35	241	34.43
L	Community Dental Clinic	35	25	34	28	34	27	40	223	31.86

Category 3 - CDBG Year 36

		Hall	Keaton-Martin	Norman	Rusin	Smith	Timmons	Willis	Total Points	Average
Community Development										
M	FS Children's Emergency Shelter	40	33	32	36	35	31	35	242	34.57
N	FS Housing Authority - Lot Acq.	37	28	33	34	27	32	39	230	32.86
O	CSCDC - Clayton Park Phase II	30.5	27	35	33	30	28	33	216.5	30.93
P	Lend A Hand - Chaffee Crossing	30.5	27.5	30.5	32	31	27	35	213.5	30.50
Q	Bost. Inc. - Marilyn Foster Bldg.								0	0.00

Category 4 - HOME Year 17

		Hall	Keaton-Martin	Norman	Rusin	Smith	Timmons	Willis	Total Points	Average
HOME Investement Partnership Funds										
R	FS Housing Authority - New Const.	33	23	35.5	31	30	28	35	215.5	30.79
S	CSCDC - Homebuyer Assistance (DPA)	36	34	39	36	31	27	31	234	33.43
T	CSCDC - CHDO - Acq/Rehab/Resale	39	32	37	39	31	31	35	244	34.86
U	Lend A Hand - CHDO - New Const.	44	35	35	44	30	27	35	250	35.71

Funding Worksheet for CDBG Public Service - Category 2 - Year 36

4-Mar-10

	Applicant	Score	Funding Recommended
1	Next Step Day Room - Esther Oper.	36.14	\$ (9,000.00)
2	Community Services Clearinghouse	35.71	\$ (16,354.00)
3	Heart to Heart Pregnancy Support C.	35.14	\$ (14,000.00)
4	Crisis Intervention Center	34.43	\$ (19,000.00)
5	Next Step Day Room - Case Mgmt.	34.14	\$ (19,000.00)
6	Lincoln Childcare Center - Tuition	33.50	\$ (18,000.00)
7	CSCDC - Credit Repair & Counseling	33.43	\$ (6,000.00)
8	Fountain of Youth Adult Daycare	32.43	\$ (8,000.00)
9	Community Dental Clinic	31.86	\$ (15,000.00)
10	WestArk RSVP - VITA Tax Assistance	31.29	\$ (8,000.00)
			\$

2A,

RESOLUTION NO. _____

**A RESOLUTION AFFIRMING THE ACTION OF THE PLANNING COMMISSION
APPROVING CONDITIONAL USE #6-3-10 LOCATED AT 5401 KINKEAD AVENUE**

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

The City of Fort Smith hereby affirms the action of the Planning Commission which approved the Conditional Use Application #6-3-10 for the construction of a parking lot, athletic field and nature park area for the University of Arkansas at Fort Smith to be located at 5401 Kinkead Avenue.

THIS RESOLUTION ADOPTED THIS _____ DAY OF APRIL, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved As to Form:

City Attorney
NPR

2B.

RESOLUTION NO. _____

**A RESOLUTION DENYING CONDITIONAL USE #6-3-10
FOR THE CONSTRUCTION OF A PARKING LOT, ATHLETIC FIELD
AND NATURE PARK AREA FOR THE UNIVERSITY OF ARKANSAS AT FORT
SMITH LOCATED AT 5401 KINKEAD AVENUE**

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

The City of Fort Smith hereby denies the Conditional Use Application #6-3-10 for the construction of a parking lot, athletic field and nature park area for the University of Arkansas at Fort Smith to be located at 5401 Kinkead Avenue.

THIS RESOLUTION ADOPTED THIS _____ DAY OF APRIL, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved As to Form:

City Attorney *NPR*

Memo

To: Dennis Kelly, City Administrator
From: Wally Bailey, Director of Development Services
Date: March 29, 2010
Re: Appeal of Planning Commission Decision for a Conditional Use for a parking lot, athletic field and nature park area for the University of Arkansas at Fort Smith to be located at 5401 Kinkead Avenue.

The Planning Commission reviewed a Conditional Use request by Travis Brisendine, agent, for a parking lot, athletic field and nature park area for the University of Arkansas at Fort Smith located at 5401 Kinkead Avenue.

Mr. Don Smith, attorney for Collier and Nancy Wenderoth and Mr. Morris Fender, 5523 Alabama Avenue, spoke in opposition to this request citing their concerns relative to traffic, noise, lighting, spillover parking and drainage.

The Planning Commission amended this request to make approval subject to the following conditions:

- Construction of a fence along the north and east sides of the property.
- Landscaping and design approved as per the plan submitted dated 2/26/10
- Add perimeter landscaping along North 56th Street in accordance with Section 27-602-3 of the Unified Development Ordinance.
- Installation of the lighting system as submitted.
- If the field is ever to be used as a NCAA soccer field, the request would have to come back to the Planning Commission for review.
- Review and approval of the stormwater plans by the City Engineering Department.

- The construction of a future permanent restroom located west of the intramural field and adjacent to the accessible parking spaces is approved with this conditional use review.

A copy of the draft minutes, the staff report to the Planning Commission and Mr. Smith's appeal request are enclosed for your review.

Two (2) Resolutions have been prepared for your consideration. Board approval of Resolution No. 2A will sustain the decision of the Planning Commission which was approval of the conditional use. Board approval of Resolution No. 2B will overturn the Planning Commission's decision and deny the conditional use.

Please let me know if you have any questions regarding this matter.

APPEAL TO THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS

Collier Wenderoth, Jr., and Nancy Wenderoth, husband and wife (“Appellants”), by and through Smith, Cohen & Horan, PLC (“Attorneys”), for their Appeal of the approval of the conditional use request as reflected on Exhibit “1” hereto, state:

1. The Planning Commission of the City of Fort Smith, AR, approved the conditional use request for the construction of a parking lot, athletic field and nature park area (“site”) for the University of Arkansas at Fort Smith (“University”) located at 5402 Kinkead Avenue at its meeting on March 9, 2010, subject to certain provisions and restrictions as reflected on Exhibit “1” hereto. The site is a large area that equates to a city block or more that has been cleared.

2. Appellants are the owners of certain real property located within the City of Fort Smith, AR, having an address of 5703 Kinkead Avenue (“Property”), which is immediately east of the property described in the approved conditional use request.

3. Pursuant to the Unified Development Ordinance, certain uses of property in the City are defined as “conditional” because of the potential harmful effects the use can cause to nearby property and because the requirements needed to eliminate those harmful effects vary from site to site. It is and was the obligation of the Planning Commission to review the overall compatibility of the planned use with the surrounding property, and to consider certain specific items such as screening, parking, landscaping and to make sure that no harmful effects occur to nearby property (27-332-1).

4. The conditional use site has heretofore been a group of single family dwelling and therefore were appellants’ neighbors. Apparently through acquisition, the University acquired

those properties and now intends to construct a parking lot and an athletic field, which will surround an area described as a "nature park." Thus, the neighborhood will undergo a complete change from residential to a parking lot containing 370-375 parking slots over a portion of the north and east, all of the west, and all of the south borders of the property. The athletic field will cover a portion of the north and a substantial portion of the east part of the property.

5. The proposed land use has the potential for significant traffic generation and will change traffic patterns. The Planning Commission and Appellants did not have the benefit of any Traffic Study at the time the Planning Commission considered the application. A draft Traffic Study has now been presented to counsel for Appellants, and while the conclusion reached thereby would suggest that there is no significant traffic generation or changed traffic patterns, such conclusions are not credible as the studies were based upon what occurred when the site was vacant land as opposed to when the site has over 370 parking slots and an athletic field, as well as park, to be utilized by anyone that desires to use it, i.e., not restricted to University use. Thus, utilization is contemplated 7 days a week without time restrictions. The location of the athletic field and the park give rise to enhanced utilization of Alabama and 56TH Streets, where no parking is permitted, and Kinkead Avenue, which has two entrance and access points. The theoretical need is predicated upon dorms being built on the west side of Waldron and since the parking for those dorms will be at the site under consideration, it necessarily drives the movement of traffic to the east. The dorms have not been completed and therefore the Traffic Study submitted is meaningless.

6. While the planned athletic field is to have lighting that theoretically would not invade the property of the Appellants and the surrounding property owners, the utilization of that athletic field at night brings buses, automobiles and campus patrols, all of which are not subject

to controlled lighting and, in fact, create extended light movement that invades the surrounding property.

7. Explanations were attempted regarding the movement of water from the property but no studies were presented.

WHEREFORE, Appellants pray that the conditional use be denied. In the alternative, Appellants ask that the matter be returned to the Planning Commission for consideration after all studies have been completed and approved by the Departments of the City.

Respectfully submitted,

COLLIER WENDEROTH, JR., AND
NANCY WENDEROTH, HUSBAND AND
WIFE, APPELLANTS

By: 

Don A. Smith, ABA No. 62026
(e-mail: das.smcrrh@mac.com)
Smith, Cohen & Horan, PLC
P. O. Box 10205
Fort Smith, AR 72917-0205
Phone: (479) 782-1001
Fax: (479) 782-1279

March 10, 2010



Dear Property Owner:

The Planning Commission approved the conditional use request for the construction of a parking lot, athletic field and nature park area for the University of Arkansas at Fort Smith located at 5401 Kinkead Avenue at their March 9, 2010, meeting, subject to the following:

- Construction of a fence along the north and east sides of the property.
- Landscaping and design approved as per the plan submitted dated 2/26/10. (see attached)
- Add perimeter landscaping in accordance with Section 27-602-3 of the Unified Development Ordinance along North 56th Street.
- Installation of the lighting system as submitted. (see attached)
- If the field is ever to be used as a NCAA soccer field, the request would have to come back to the Planning Commission for review.
- Review and approval of the stormwater plans by the City Engineering Department.
- The construction of a future permanent restroom located west of the intramural field and adjacent to the accessible parking spaces is approved as part of the Master Plan. (see attached)

Any appeal to the Planning Commission's decision must be filed in writing with the City Clerk's Office within ten (10) days from the date of the Planning Commission meeting. (March 19, 2010)

If you have any questions concerning this matter, you may contact the Planning Department at 784-2216.

Sincerely,

A handwritten signature in black ink, appearing to read "Wally Bailey".

Wally Bailey
Director of Development Services

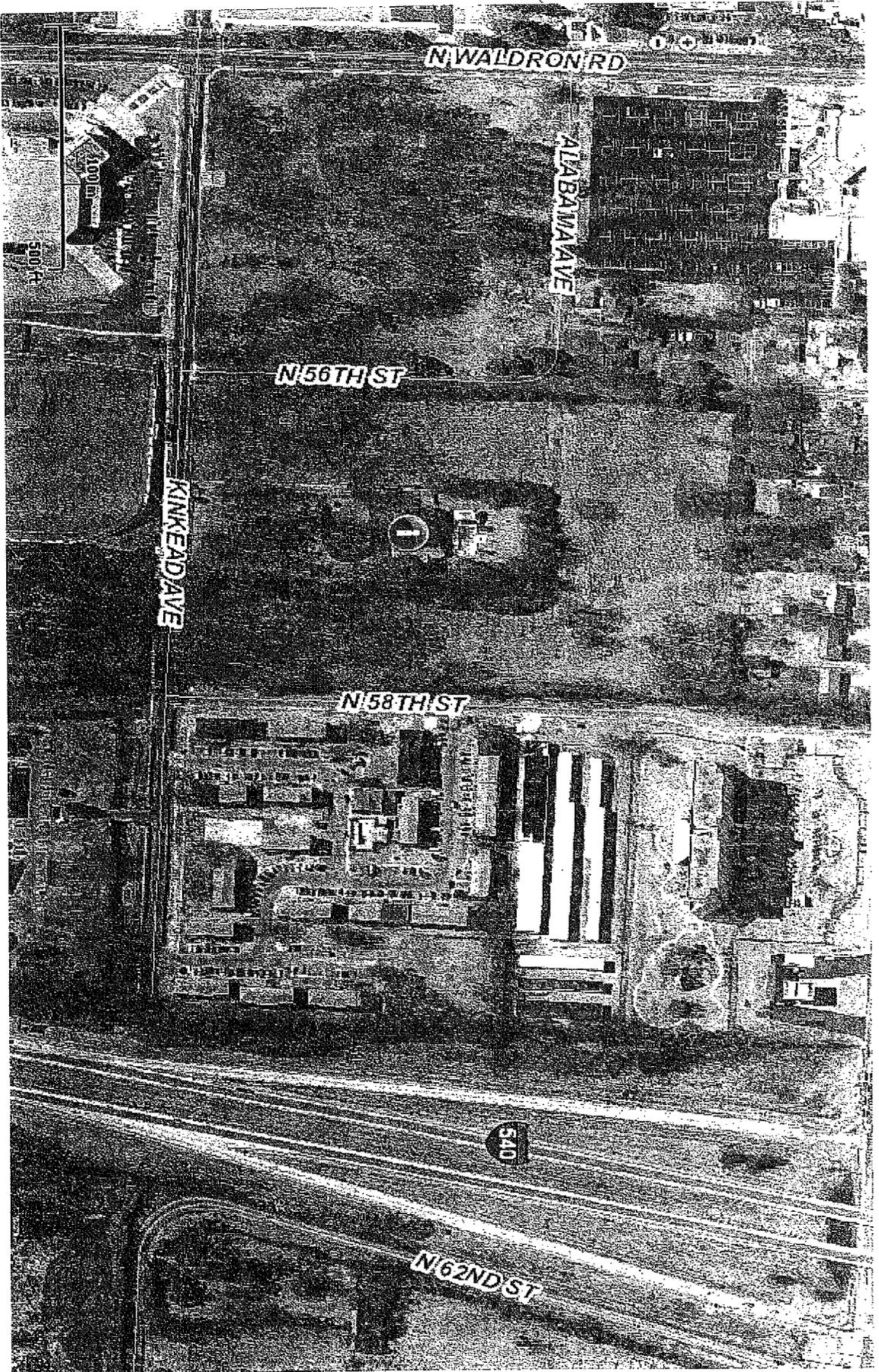
lp

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(501) 785-2801
Administrative Offices FAX (501) 784-2407

Conditional Use #6-3-10: Construct a 380 space parking lot with athletic field and a nature/park area

5401 Kinkead Avenue





City of Fort Smith

Online GIS Map



INTRODUCING...

Light-Structure GREEN™

*For your budget,
for the environment.*

"OFFERED WITH THE CONFIDENCE
EARNED AND LEARNED FROM
30 YEARS OF TECHNOLOGY INNOVATION."

Myron Decker *John Roblin*



Musco's Light-Structure GREEN™

Musco's Green friendly system will reduce by half or more, the cost of operating and maintaining your ballfield lighting system.

For Your Budget

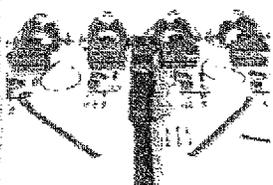
Innovative photometric improvements of the luminaire result in substantially more efficient light control.

Musco's evolution of fundamental lamp principles creates a new operating system — Smart Lamp™.

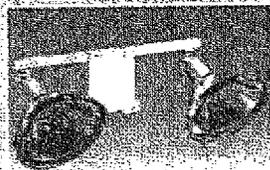
Savings	
25 Year Life Cycle Cost Savings	
Prior Technology Fixture Quantity	52
Light-Structure Green™ Fixture Quantity	32
1. Energy — photometric improvement	\$23,080
2. Group Relamp	\$16,250
3. Lamp Maintenance	\$3,750
4. Energy — controls	\$5,770
5. Labor — controls	\$10,000
Total Projected Savings	\$58,850
1. 300 hours per year, \$6 per kilowatt hour	4. 25% savings by switching on and off 20 minutes closer to actual usage time
2. \$125 per luminaire for relamp labor and materials.	5. 15 minutes labor for turning on and off at \$8 labor rate — 2,500 operations.
3. Average of 7 \$ repairs at \$500 each	

Musco's journey to the Green Generation — 30 years of "good old fashioned" new technology

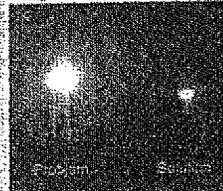
1976
Combo technology



1977
Factory assembled and wired light cluster — Sports Center. Predictable results, easier installation.



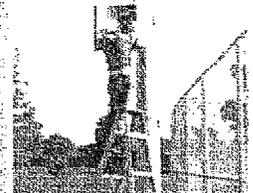
1981
Green control research



1982
Two-piece lighting service and rolling job — Musco Lighting System



1987
Easier maintenance — remote ballasts



... for a More Energy Conscious Generation.

Amazing new technology . . . big cost benefits.

And best of all, it does wonderful things for the adjoining environment. It puts much less light on nearby properties. It protects the beauty of the dark night skies.

For The Environment

Spill and glare control features are now a standard part of every luminaire at no extra cost.

This green generation luminaire system cuts spill by half or more, even when compared to Musco's prior industry-leading technology.

Less Spill		
360' x 225' Soccer Field		
30fc Average Maintained	30fc Constant Illumination	
Light-Structure with Total Light Control™ photometric option	Fixture Type	Light-Structure Green™
1500W MZ	Lamp Type	1500W MZ
Vertical Illumination		
0.50 fc	Average	0.15 fc
0.74 fc	Maximum	0.26 fc
52	# of Luminaires	32

Now 25 years of unprecedented, trouble-free operation

Musco's *Constant 25™* warranty and maintenance program guarantees:

- Constant light levels and group lamp replacements at the end of rated lamp life
- Reduced energy consumption
- Monitoring, maintenance and remote on/off control services
- System structural integrity

1989

Glare control with efficiency —
Sports Vector 8.



1991

Complete lighting and electrical systems
from foundation to pole-top
Light Structure System



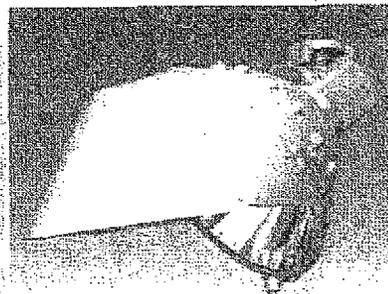
1997

Facility management services —
10 Club Service and Control Line



2005

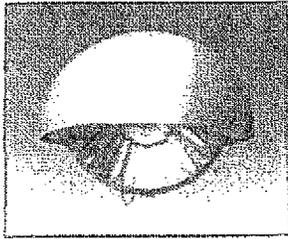
Energy conservation —
Total Light Control™
Light Structure Green™



Light-Structure Green™ System — still Five Easy Pieces™ plus:

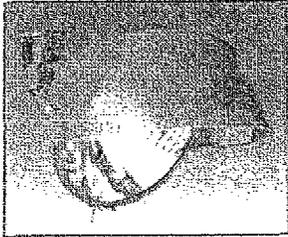
Improved Luminaire Efficiency

- 1. Reflector system:** More than 2000 photometric patterns provide optimal energy efficiency and minimal spill light for each project.
- 2. Visor System:** Several visor choices provide energy efficient light on the field and minimal spill light. The aerodynamics reduce wind load on the poles.
- 3. Side Shift Beam Control:** Beams can be adjusted within the luminaire horizontally as well as vertically. We can now custom fit the light to the corners.



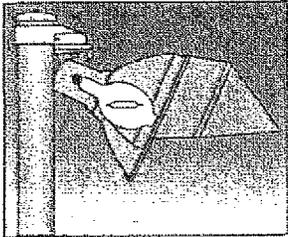
Smart Lamp™ Operating System

- 1. Lamp:** 30 years of lamp experience has taught Musco how to operate the lamp with less energy and extend its life with a system of timed power adjustments.
- 2. Geared tilt adjustment:** With a geared leveling mechanism, the lamp arm tube operates in the energy advantageous horizontal position.



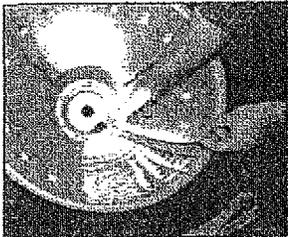
Increased Durability, Assured Results

- 1. Die-Cast aluminum reflector housing:** Provides a rugged foundation for building and maintaining a sophisticated photometric unit.
- 2. Gasketing:** Improved material and gasket system design virtually eliminate "outgassing" and other contamination of the reflectors and lens.
- 3. Factory Assembled Luminaires:** The luminaire ships totally assembled, avoids contaminants, saves time, improves aiming accuracy.
- 4. Attaching Mechanism:** The factory assembled luminaire connects electrically and structurally to the crossarm with one simple attachment.
- 5. Factory Aiming:** Musco's well established service of factory aiming is even better with Light-Structure Green™... field changes can still be done.



Solid control and flexible management

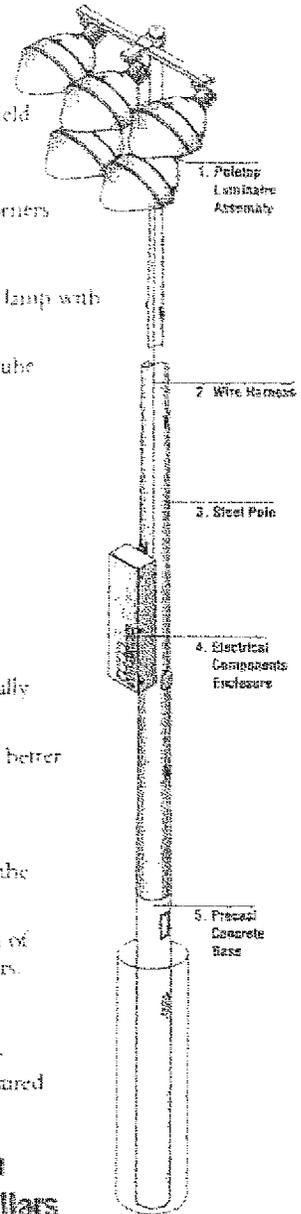
- 1. Controls and monitoring:** This system, in one simple cabinet, included in the base price, saves energy and gives you a solid, flexible management tool.
- 2. Control Link Central™:** Real people at Musco, 24/7, support the operation of your lights... from office, field or home... benefits field users and neighbors.



Ultimate guarantee

With Green Generation Lighting, Musco's Constant 25™ guarantees it all for 25 years, plus free relamping at the end of the lamps' rated life. All of this is assured by Musco's field service department and their technicians.

Light-Structure Green™ is the result of more than a dozen inventions and innovations from more than 10 million dollars of research and capital investment by Musco.



We Make It Happen.

800/825-6030

www.musco.com

e-mail: lighting@musco.com

MUSCO LIGHTING COMPANY, INC. 10000 100TH AVE. NORTH, SUITE 1000, MINNETONKA, MN 55345
 COMPANY: 952-835-6030 FAX: 952-835-6031
 TOLL FREE: 800-825-6030
 MICHIGAN: 248-261-6030
 ILLINOIS: 630-261-6030
 INDIANA: 317-261-6030
 IOWA: 515-261-6030
 KANSAS: 913-261-6030
 KENTUCKY: 502-261-6030
 LOUISIANA: 504-261-6030
 MARYLAND: 410-261-6030
 MASSACHUSETTS: 617-261-6030
 MICHIGAN: 248-261-6030
 MINNESOTA: 952-835-6030
 MISSISSIPPI: 601-261-6030
 MISSOURI: 314-261-6030
 MONTANA: 406-261-6030
 NEBRASKA: 402-261-6030
 NEVADA: 702-261-6030
 NEW YORK: 516-261-6030
 NORTH CAROLINA: 704-261-6030
 NORTH DAKOTA: 701-261-6030
 OHIO: 216-261-6030
 OKLAHOMA: 405-261-6030
 OREGON: 503-261-6030
 PENNSYLVANIA: 481-261-6030
 RHODE ISLAND: 401-261-6030
 SOUTH CAROLINA: 803-261-6030
 SOUTH DAKOTA: 605-261-6030
 TEXAS: 972-261-6030
 UTAH: 801-261-6030
 VERMONT: 802-261-6030
 VIRGINIA: 703-261-6030
 WASHINGTON: 206-261-6030
 WEST VIRGINIA: 304-261-6030
 WISCONSIN: 262-261-6030
 WYOMING: 307-261-6030



MUSCO
GREEN GENERATION LIGHTING™

ILLUMINATION SUMMARY

Project Name

Field Name
City, State here

Soocer

- Size: 360' x 225'
- Grid Spacing = 30.0' x 30.0'
- Values given at 3.0' above grade

- Luminaire Type: Green Generation
- Rated Lamp Life: 5,000 hours
- Avg Luminaires/lamp: 134 (800)

HORIZONTAL ILLUMINATION

Entire Grid
No of Target Points: 96
Average: 51.8
Maximum: 68
Minimum: 43
Avg/Min: 1.21
Max/Min: 1.58
UG (Adjacent Pts): 1.42
CV: 0.13
Average Lamp Till Factor: 1.000
Number of Luminaires: 50
Avg KW over 5,000 hours: 78.2
Max KW: 85.0

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the useful life of the lamp.

Field Measurements: Averages shall be +/- 10% in accordance with IESNA RP-6-01 and CIBSE LG4. Individual measurements may vary from computer predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at the side of the ballast and structures located within 3 feet (1m) of design locations.

By: Zach Strong

File #: 111548SOP

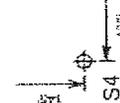
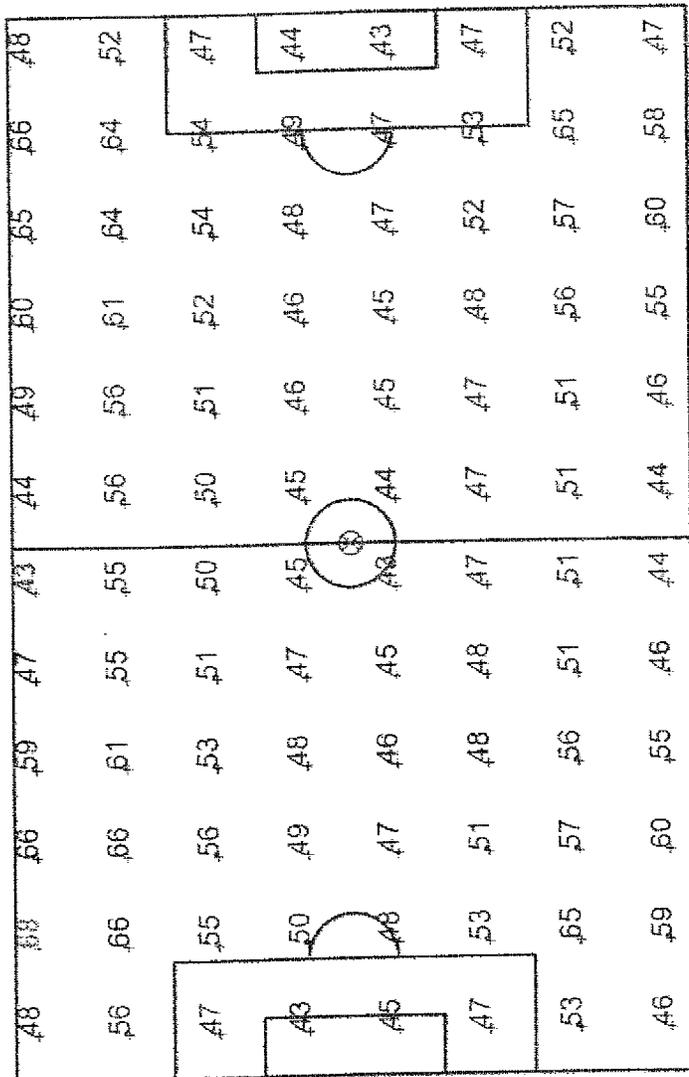
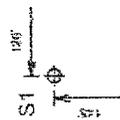
Date: 10-Apr-09

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Print Date: 10-Apr-09

Preliminary Design Information - Foundation and electrical requirements should be confirmed prior to final design and/or production.

EQUIPMENT LIST FOR AREAS SHOWN									
QTY	LOCATION	SIZE	GRADE ELEVATION	FOOTING HEIGHT	LUMINAIRE TYPE	LTW	HTW	HTW	OTHER
2	S1-S2	70		70	1500W AZ	13	13	0	
2	S3-S4	70		70	1500W AZ	12	12	0	
TOTALS						50	50	0	



SCALE IN FEET 1 : 60

90'

120'

Point locations (+/- dimensions are relative to 0.0 reference points)

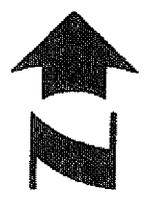
MORRISON SHIPLEY

ENGINEERS & SURVEYORS

5704 Euper Lane, Suite 200 • Fort Smith, AR 72903 • 479.452.1933 • morrisonshingley.com

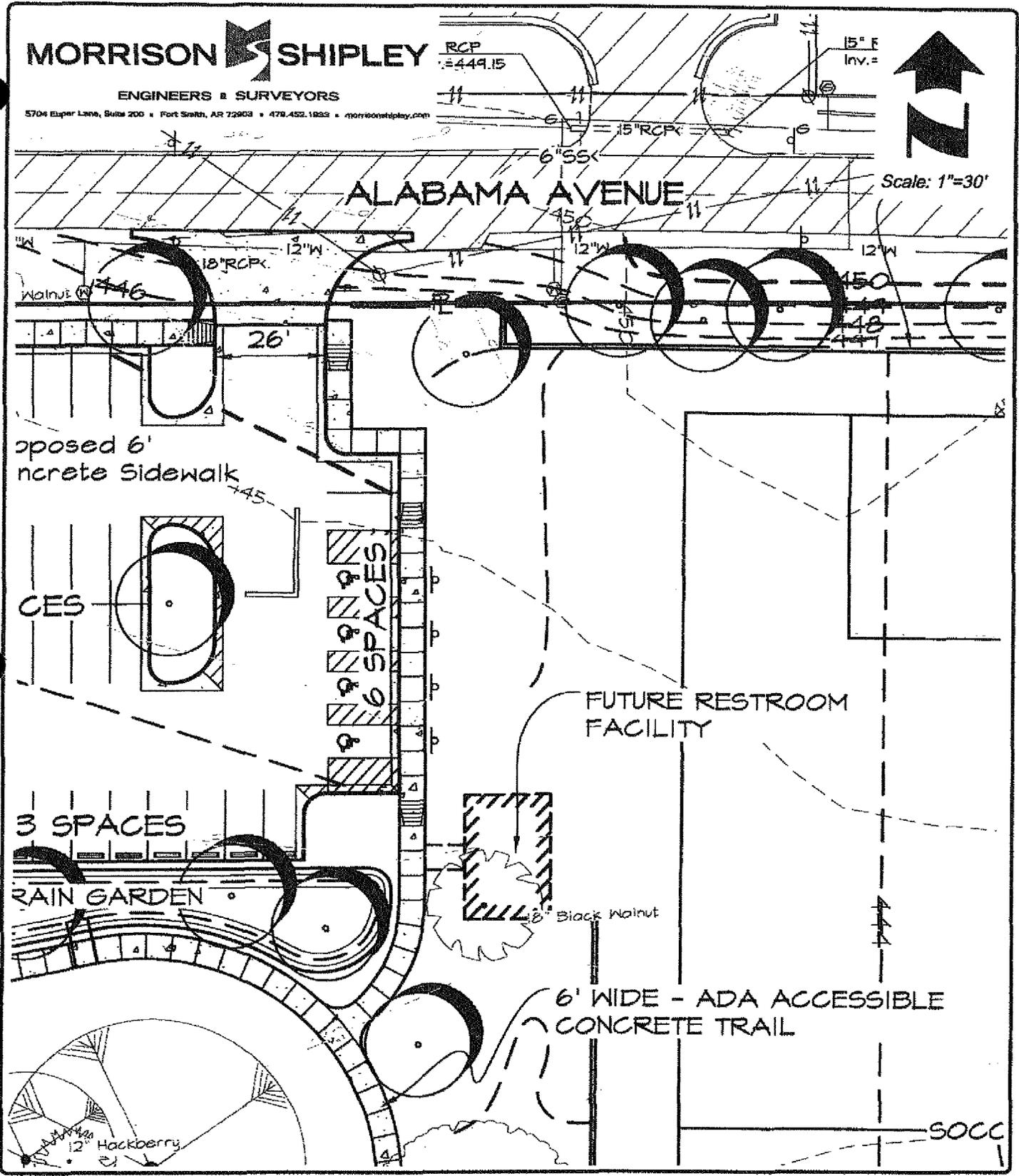
RCP
#449.15

15" F
Inv. =



Scale: 1"=30'

ALABAMA AVENUE



Revision	By	Date

Drawn By JMH	Vertical Scale -
Approved By TLB	Horizontal Scale 1"=30'
Date 03.11.10	Plotting Scale 1
Project No. UFS-08	Drawing Name EXCERUISE

CONDITIONAL USE PERMIT
UA FORT SMITH
PARKING EXPANSION and
ATHLETIC FIELD

Sheet No. 1
of 1

INTER-OFFICE MEMO

TO: Wally Bailey, Director of Development and Construction

FROM: Stan Snodgrass, P.E., Director of Engineering

DATE: March 31, 2010

SUBJECT: UAFS Parking Lot, Athletic Field and Nature Area, 5401 Kinkead Avenue
Traffic and Drainage Issues

We have reviewed the Traffic Impact Study prepared by Traffic Engineering Consultants of Oklahoma City for the above referenced development. The study compares existing traffic data taken in February with proposed traffic from the new parking area. Capacity and queuing analyses were conducted at street intersections and proposed driveway connections. The report shows that no significant degradation in the traffic operations on the intersections are anticipated. We concur with the findings of the report.

The development will be required to meet the City's drainage requirements which require that the drainage system be adequate to contain the design storm (10 year) to a point 500 feet downstream of the project. The proposed plan shows a detention pond to be constructed in the middle of the site. Morrison Shipley Engineers, the design engineer for the project, have indicated that the ponds will detain the additional runoff and limit the outfall to the east so that the peak outfall is no more than what currently flows to that area. Although drainage calculations have not been submitted yet, the plan as proposed should not increase the peak outfall leaving the site.

Traffic Engineering Consultants, Inc.

**TRAFFIC STUDY
UAFS Improvements
Fort Smith, Arkansas**

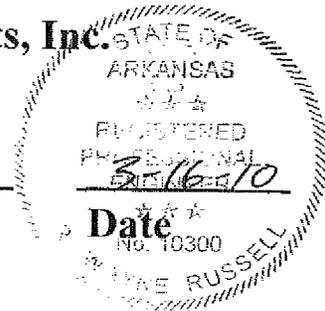
**Prepared for:
City of Fort Smith**

March 2010

**Prepared by:
Traffic Engineering Consultants, Inc.**



**Wayne Russell, P.E., PTOE
Arkansas P.E. #10300
CA # 194**



6.0 SUMMARY

Traffic Engineering Consultants, Inc. (TEC) was retained by Morrison-Shipleigh Engineers, Inc. to conduct a traffic study on the proposed new parking expansion and athletic field for the University of Arkansas Fort Smith. The study was requested to review the impacts the new traffic projected to be generated by the proposed new parking lot will be expected to have on the adjacent street system. The results of the reviews and analyses were used to determine if the roadway and traffic control improvements proposed to be constructed as part of the new development will accommodate the future traffic at adequate levels-of-service.

The location of the proposed site is generally located on the east side of North Waldron Road, north of Kinkead Avenue and south of Alabama Avenue. Access to the site is proposed via four driveways: one driveway to Alabama Avenue, one driveway to North Waldron Road, and two driveways to Kinkead Avenue. All driveways are anticipated to be full access driveways with one-way stop control to the exiting site traffic.

To determine the amount of traffic that is expected to be generated by the proposed parking lot expansion during typical a.m. and p.m. peak hours, traffic data from a similar study was utilized. Counts were conducted on a University of Arkansas Fort Smith parking lot located along Grand Avenue just west of North Waldron Road in 2009. This traffic was distributed to the surrounding transportation network according to existing traffic patterns. Capacity and queuing analyses were then conducted on the study intersections.

It can be seen in the results of the analyses that there are not anticipated to be any significant degradation in traffic operations at the study intersections. Additionally, the driveway connections to the existing transportation network are also expected to operate acceptably and queuing is minimal. As a result, no recommendations for capacity improvements at the study intersections are made.

DRAFT

**Planning Commission Meeting Minutes
March 9, 2010**

Chairman Griffin then called for the vote on this home occupation request as amended. The vote was 8 in favor and 0 opposed.

- 6. Rezoning #3-3-10; A request by Candice Settle, agent, for a zone change from ETJ Open-1 to ETJ-L1 Light Industrial by Classification located at 6620 Old Harrison Lane.**

Mr. Wally Bailey read the staff report indicating that the purpose of this rezoning request was to increase interest in the property by potential purchasers and because the zone change was in conformity with the land use of that area. Mr. Bailey noted that a neighborhood meeting was held on Thursday, February 25, 2010. The property is located in an existing Industrial Park that is classified as Industrial Light on the ETJ Master Land Use Plan. The ETJ Open-1 zoning district was placed on all property in the ETJ when zoning and land use controls were originally placed in 2002-2003. More specific zoning districts are requested when development occurs.

Ms. Candice Settle, 1006 Arkansas Avenue in Van Buren, Arkansas, legal representative for the owners of the property, was present to speak on behalf of this request.

No one was present to speak in opposition to this request.

Following a discussion by the Commission, Chairman Griffin called for the vote on this rezoning request. The vote was 8 in favor and 0 opposed.

- 7. Conditional Use #6-3-10; A request by Travis Brisendine, agent, for a conditional use for a parking lot, athletic field and nature/park area for University of Arkansas Fort Smith located at 5401 Kinkead.**

Mr. Wally Bailey read the staff report indicating that the purpose of this conditional use request was to allow for the construction of a 380 space parking lot, athletic field and nature park area for the UAFS campus. He noted that the athletic field was proposed to be a 115 yard by 70 yard soccer/intramural field to be located on the northern portion of the property, primarily along North 56th Street. The parking lot was proposed to be located along the entire frontage of North Waldron Road, Kinkead Avenue and a portion of Alabama Avenue. The nature park would be centrally located to the interior of the site and would include a park entry feature with brick pavers and planters, a plaza area with an overlook to a pond and a re-circulating waterfall and a 6 foot wide concrete trail. The landscaping plan indicated (38) of the existing trees would be preserved and additional new tree and shrub plantings would meet or exceed the City Design Guideline requirements with perimeter landscaping along north Waldron Road and Kinkead Avenue and interior landscaping of the parking lot (parking islands). Some perimeter

landscaping, however, was proposed along North 56th Street or Alabama Avenue adjacent to the athletic field. The outdoor lighting of the park area, athletic field and parking areas were proposed to be shielded light fixtures to be directed downward to avoid light glare/spill over onto adjacent properties.

Mr. Bailey also advised the Commission that a traffic impact analysis had been submitted and was reviewed by the City's Engineering Department and they agreed with the findings that no additional improvements were needed.

Mr. Travis Brisendine of Morrison-ShIPLEY Engineers was present to speak on behalf of this project. Mr. Brisendine stated that a water detention function incorporated into the ponds on the site would store excess runoff and release it at a rate equal to the flow under the current conditions.

Mr. Geoff Evans, a landscape architect with a Tulsa based Planning Design Group addressed the lighting issues associated with this type of development. Mr. Evans stated that the lighting would use a spill and glare system to minimize light respass from the field. He stated that the two adjacent residential properties were further than 150 feet from the proposed field.

Mr. Morris Fender, 5523 Alabama Avenue, spoke in opposition to this request citing the fact that it would only increase the already troublesome traffic and noise issues. He also noted his concerns relative to the possible late night activity the field may attract.

Mr. Don Smith, attorney for Collier and Nancy Wenderoth also spoke in opposition to this request citing his client's existing trouble with spillover parking from the university's nearby baseball field, as well as drainage from North 56th Street into their property on Kinkead.

Mr. Mark Horne, 2400 Rannoch Lane, representing U of A at Fort Smith noted that he did not see this field ever being used as a competition field and does not see traffic at the north end of the development being an issue.

Director Don Hutchings, 1300 Clover Lane, addressed the Commission with his concerns relative to the impact this development might have on the neighborhood. He asked the Commission to possibly consider setting hours of operation for this type of facility.

Following a discussion by the Commission, Chairman Griffin called for the vote on the conditional use request. Motion was made by Commissioner Lau, seconded by Commissioner Davis and carried unanimously to amend this request to make approval subject to the following:

- Construction of a fence along the north and east sides of the property.

- Landscaping and design approved as per the plan submitted dated 2/26/10
- Add perimeter landscaping along North 56th Street in accordance with Section 27-602-3 of the Unified Development Ordinance.
- Installation of the lighting system as submitted.
- If the field is ever to be used as a NCAA soccer field, the request would have to come back to the Planning Commission for review.
- Review and approval of the stormwater plans by the City Engineering Department.
- The construction of a future permanent restroom located west of the intramural field and adjacent to the accessible parking spaces is approved with this conditional use review.

Chairman Griffin then called for the vote on the conditional use request as amended. The vote was 6 in favor and 1 opposed (Woodrome). Commissioner Parks left the meeting prior to the vote on this item.

9. Home Occupation #5-3-10; A request by Connie Fines for a home occupation for an ice cream truck located at 4400 South 21st Street.

Ms. Maggie Rice read the staff report indicating that the purpose of this home occupation request was to allow the applicant to operate a mobile ice cream truck business all days of the week from 2:00 p.m. until dark. Ms. Rice noted that the applicant indicated the need for 30 feet of storage for two (2) 15 cubic foot freezers for the storage of the ice cream products. Ms. Rice also noted that the only outside activity would involve the stocking of the ice cream truck before embarking on the vending sales routes.

Ms. Connie Fines, 4400 South 21st Street, was present to speak on behalf of this request. Ms. Fines noted that she had no problems with the staff comments and recommendations relative to her application.

No one was present to speak in opposition to this request.

Chairman Griffin then called for the vote on the home occupation request. Motion was made by Commissioner Davis, seconded by Commissioner Lorenz and carried unanimously to amend this request to make approval subject to the following:

- Compliance with Section 27-338-4F (Home Occupation Requirements)

Morris William Fender
5523 Alabama Avenue
Fort Smith, AR 72903

West-Ark Church of Christ
800 North 54th Street
Fort Smith, AR 72903

Collier Wenderoth
5703 Kinkead Avenue
Fort Smith, AR 72903

Don Smith
P. O. Box 10205
Fort Smith, AR 72917

Travis Brisendine
P. O. Box 10072
Fort Smith, AR 72917

Geoff Evans
5314 S. Yale #710
Tulsa, OK 74135

Mark Horne
2400 Rannoch Lane
Fort Smith, AR 72908

Director Don Hutchings
1300 Clover Lane
Fort Smith, AR 72908

Memo

To: City Planning Commission

From: Senior Planner

Date: March 9, 2010

Subject: Conditional Use # 6-3-10; A request by Travis Brisendine, agent, for Planning Commission consideration of a conditional use to construct a parking lot, athletic field and nature park area for the University of Arkansas at Fort Smith to be located at 5401 Kinkead Avenue in a Residential Single Family-Duplex Low/Medium Density (RSD-2) zone.

LOT LOCATION AND SIZE

The proposed subject property is located at the Northeast intersection of Kinkead Avenue and North Waldron Road and is bounded by Alabama Avenue on the north periphery, North 56th Street on the east periphery, Kinkead Avenue on the south periphery and North Waldron Road on the west periphery. The proposed site contains a total of 8.248 acres and has from 550 to approximately 600 feet of street frontage on all four roads the property is bounded by.

EXISTING ZONING

The existing zoning on this tract is Residential Single Family-Duplex Low/Medium Density (RSD-2). Characteristics of this zone are as follows:

Purpose: To provide for attached and detached homes in low-to-medium density neighborhoods where adequate public services and facilities are available. The RSD-2 zoning district is appropriate in suburban areas and primarily applies to the Residential Detached and Residential Attached category of the Master Land Use Plan.

Uses: General uses allowed in this zone are single family homes, duplexes and multi-family apartments. Conditional uses allowed in this zone include public and private schools, churches, nurseries, greenhouses, parks and playgrounds and fire and police stations.

Area Regulations:

Minimum Lot Size - 10,500 square feet
Front Yard Setback - 30 feet
Side Yard Setback 7.5 feet
Side Yard Setback on Street Side of Corner Lot - 30 feet
Rear Yard Setback - 10 feet
Separation of Buildings - 10 feet

Density Regulations:

Residential Development - 4 dwelling units/acre
Maximum Lot Coverage-50%

7A

Minimum Street Frontage – 50 feet
Maximum Height - 35 feet (1 + 1)

SURROUNDING ZONING AND LAND USE

All properties to the north, south, east and west are zoned as RSD-2 except for a small area to the southwest which is zoned as Commercial Light (C-2).

The property located to the north is developed as the West-Ark Church of Christ. The property to the south is developed as UAFS Stubblefield Center and tennis courts. The property to the east is vacant and existing single family residential and the property to the west is a bank/extension service offices and the new student housing under construction.

PURPOSE OF CONDITIONAL USE

Certain uses are defined as conditional uses because of the potential harmful effects the use can cause to nearby properties and because the requirements to eliminate harmful effects vary from site to site. In considering conditional uses, the Planning Commission will review the overall compatibility of the planned use with the surrounding property as well as specific items such as screening, parking and landscaping to make sure that no harmful effects occur to nearby properties.

PROPOSED CONDITIONAL USE

The Planning Commission's approval of the application would allow for the construction of a 380 space parking lot, athletic field and nature park area for the UAFS campus. The athletic field is proposed to be a 115 yard by 70 yard soccer/intramural field to be located on the northeast portion of the property, primarily along North 56th Street. The parking lot is proposed to be located along the entire frontage of North Waldron Road, most of Kinkead Avenue and a portion of Alabama Avenue. The nature park will be centrally located to the interior of the site and will include a park entry feature with brick pavers & planters, a plaza area with overlook to a pond with a re-circulating waterfall and a 6 foot wide concrete trail. The landscaping plan indicates several (38) of the existing trees will be preserved and additional new tree and shrub plantings will meet or exceed the City Design Guidelines requirements with perimeter landscaping along North Waldron Road and Kinkead Avenue and interior landscaping of the parking lot (parking islands). No perimeter landscaping, however, is proposed along North 56th Street or Alabama Avenue adjacent to the athletic field. The outdoor lighting of the park area, athletic field and parking areas are proposed to be shielded light fixtures to be directed downward to avoid light glare/spill over onto adjacent properties.

MASTER STREET PLAN CLASSIFICATION

North Waldron Road is classified as a Major Arterial. Kinkead Avenue from the subject property west is classified as a Residential Collector and is a local road to the east.

LAND USE PLAN COMPLIANCE

The *Master Land Use Plan* classifies this site as Public/ Institutional. This classification's purpose is to provide for needed community services of both a public and quasi-public nature. The proposed parking lot, athletic field & nature park will not be in conflict with the goals and objectives of the *Master Land Use Plan*.

7B

STAFF COMMENTS AND RECOMMENDATIONS

A neighborhood meeting was held February 23rd at 4:30 p.m. at the UAFS Administration building to discuss the project. There were ten (10) people in attendance. The proposed parking lot, athletic field and nature park project were discussed and concerns noted included parking/traffic issues, flooding, drainage issues and lighting spillover onto adjoining properties. (See attached Memo)

Planning Staff recommends approval of this Conditional Use subject to the following issues being addressed:

- (1) Submission of a Traffic Impact Analysis must be submitted to and approved by the city's engineering department.

7C

Memorandum

To: File
CC:
From: Travis Brisendine
Date: February 23, 2010 (4:30, room 201 Fullerton)
Re: Neighborhood Meeting for a Conditional Use Permit

In Attendance:

Morrison-Shipley Engineers

Travis Brisendine

Greg Shipley

University of Arkansas Fort Smith

Mark Horn

Darin Doubrava

Helen Seibold

Citizens

Don Smith – Smith, Cohen, Horan (representing Mr. Collier Wenderoth)

Morris Fender

Planning Design Group

Jim Crosby

Geoff Evans

City of Fort Smith Planning

Jim Cain

Meeting Summary:

Travis Brisendine, Jim Crosby and Geoff Evans presented an overview of the project and the Conditional Use Permit process to the group in attendance. Details discussed included parking lot layout, park design and athletic field details.

Mr. Fender expressed concerns with the proposed athletic field lighting. Jim Crosby explained the use of a Musco lighting package which incorporates a spill and glare system to minimize light trespass from the athletic field.

Mr. Smith had questions regarding the proposed drainage improvements on the site. Travis Brisendine explained the site will utilize detention incorporated into the park ponds to store excess runoff from the site and release it at a rate equal or less than the current conditions.

Mr. Smith and Mr. Fender had concerns with cars parking on 56th street and Alabama Avenue. Mark Horn stated the streets are currently posted no parking and will remain as such following the proposed improvements.

The meeting concluded around 5:20 PM.

Conditional Use # 6-3-10

APPLICATION FOR CONDITIONAL USE

Name of Property Owner: University of Arkansas Fort Smith

Name of Authorized Agent (if applicable) Travis Brisendine, Morrison-Shipley Eng.

Legal Description of property included in the conditional use request:

See Attached Sheet

Street Address of Property:

Property is bound on the south by Kinkead, Waldron on the west, 56th avenue on the east and Alabama Avenue on the north.
Existing Zoning Classification:

Residential 2 Single Family Duplex

Proposed Zoning Classification (if applicable):

NA

Describe Proposed Conditional Use Request, including the development of any construction proposed of the property:

UAFS proposes to construct approx. 380 space parking lot, athletic field and park and nature trail improvements.

What amenities are proposed such as landscaping and screening?

Landscape screening will be placed in accordance with the FS UDO along Waldron and Kinkead Avenue. Additional landscaping will be placed within the park area in the middle of the site and within parking lot islands.

Travis Brisendine, Morrison-Shipley Eng Signed:

Owner or Agent Name (please print)

PO Box 10064, Fort Smith, AR 72917
Owner or Agent Mailing Address

Owner

Or



Agent

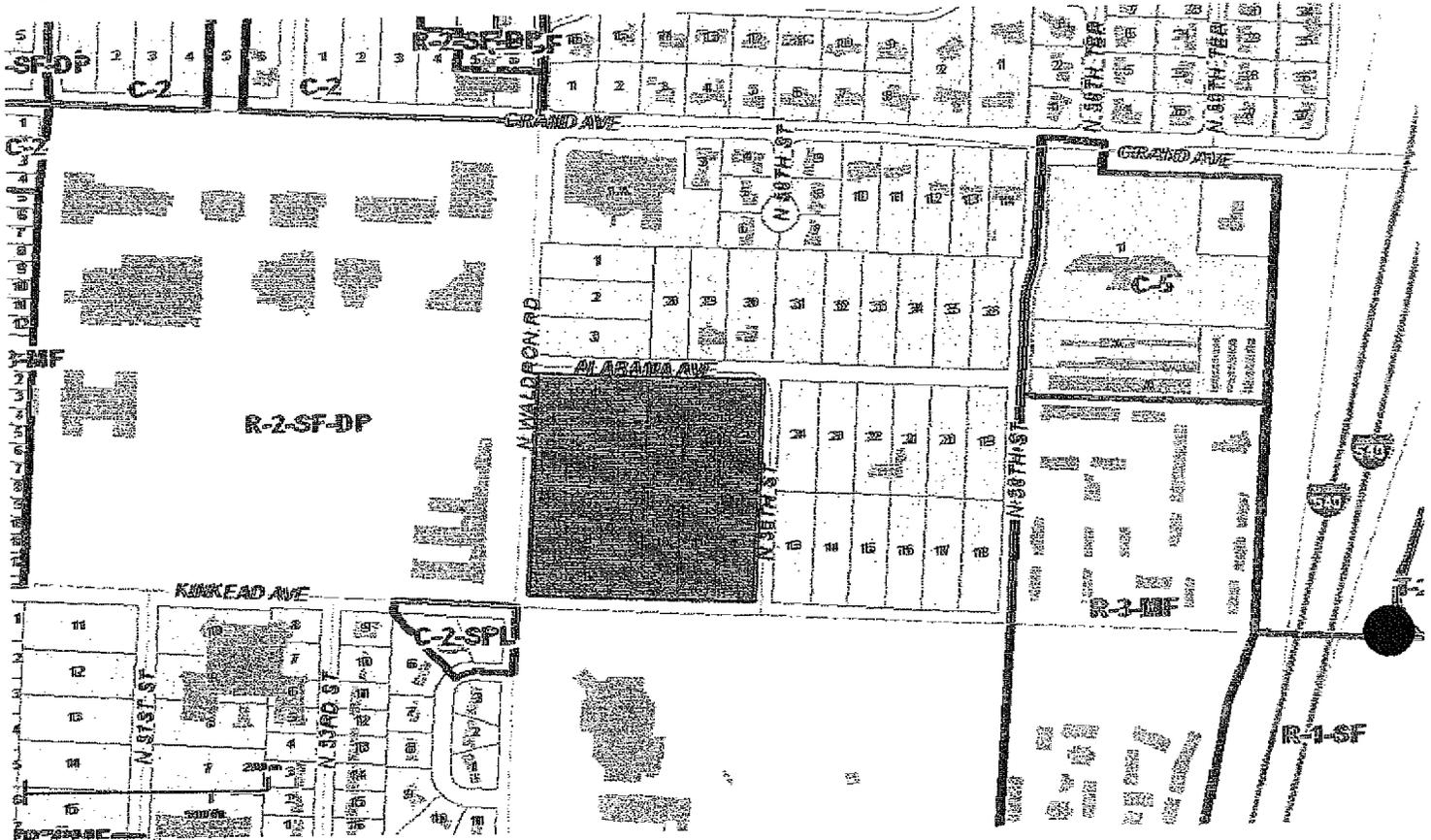
479-452-1933

Owner or Agent Phone Number

7E

Conditional Use #6-3-10: Construct a 380 space parking lot with athletic field and a nature/park area

5401 Kinkead Avenue



2009 City of Fort Smith, AR. Printed on Thu Feb 18 2010 11:28:57 AM.

7F



**MORRISON
SHIPLEY**

ENGINEERS • SURVEYORS

February 17, 2010

(Via Hand Delivery)

Ms. Brenda Andrews
City of Fort Smith
P.O. Box 1908
Fort Smith, Arkansas 72902

***RE: Conditional Use Permit
University of Arkansas Fort Smith***

Dear Brenda:

Attached are ten copies of a preliminary development plan and ten copies of a preliminary boundary survey along with the completed Conditional Use Permit application for proposed improvements on the campus the University of Arkansas Fort Smith. The approximately eight acre site is bound on the south by Kinkead Avenue, Waldron Road on the west, Alabama Avenue on the north and North 56th Street on the east. Currently, the existing site is open with a small parking lot accessed off of Kinkead Avenue.

The proposed improvements include the construction of an approximate 380 space asphalt surface parking lot, athletic field and a nature/park area with two ponds. The parking lot will have access drives off of Kinkead, Waldron and Alabama Avenue. Landscape screening will be placed along the Waldron Road and Kinkead Avenue frontage to screen the new parking lot improvements from the adjacent streets. Landscape screening is not proposed along 56th avenue and Alabama due to the existing screening on the east side of 56th avenue and the possible use of the landscape area near the soccer field to be used as a spectator location. It is however anticipated that some landscaping will be used in these locations to compliment the park theme of the site.

5704 Euper Lane • Suite 200
Fort Smith, AR • 72903
P.O. Box 10064 • 72917
479.452.1933 • Fax 479.452.1939
morrisonshipley.com

Ms. Brenda Andrews
February 17, 2010
Page 2 of 2

Runoff from the parking lots will be directed to the ponds to meet any detention requirement the site may present. Parking lot lighting will be provided by using a typical shoebox type lighting fixture. A final determination on the parking lot lighting will be determined at a later date and photometric plans will be prepared to evaluate the proposed parking lot lighting.

The proposed park area on the site will include two ponds separated by a waterfall feature. A concrete sidewalk will also be constructed around the ponds and benches placed along the walkway for use by the students or general public using the nature area. Lighting will also be placed in the nature area and along the entrance from the intersection of Waldron Road and Kinkead Avenue.

The athletic field will be constructed to accommodate student use and intramural sports and activities. The field will be a natural grass field built to the NCAA size requirements to allow sanctioned events if the opportunity presents itself in the future. The field will have a four pole lighting system to provide field lighting. Light trespass will be evaluated and final details for the lighting will be provided at a later date. We understand the importance of minimizing light trespass from the field and will utilize the most efficient lighting products available for the site.

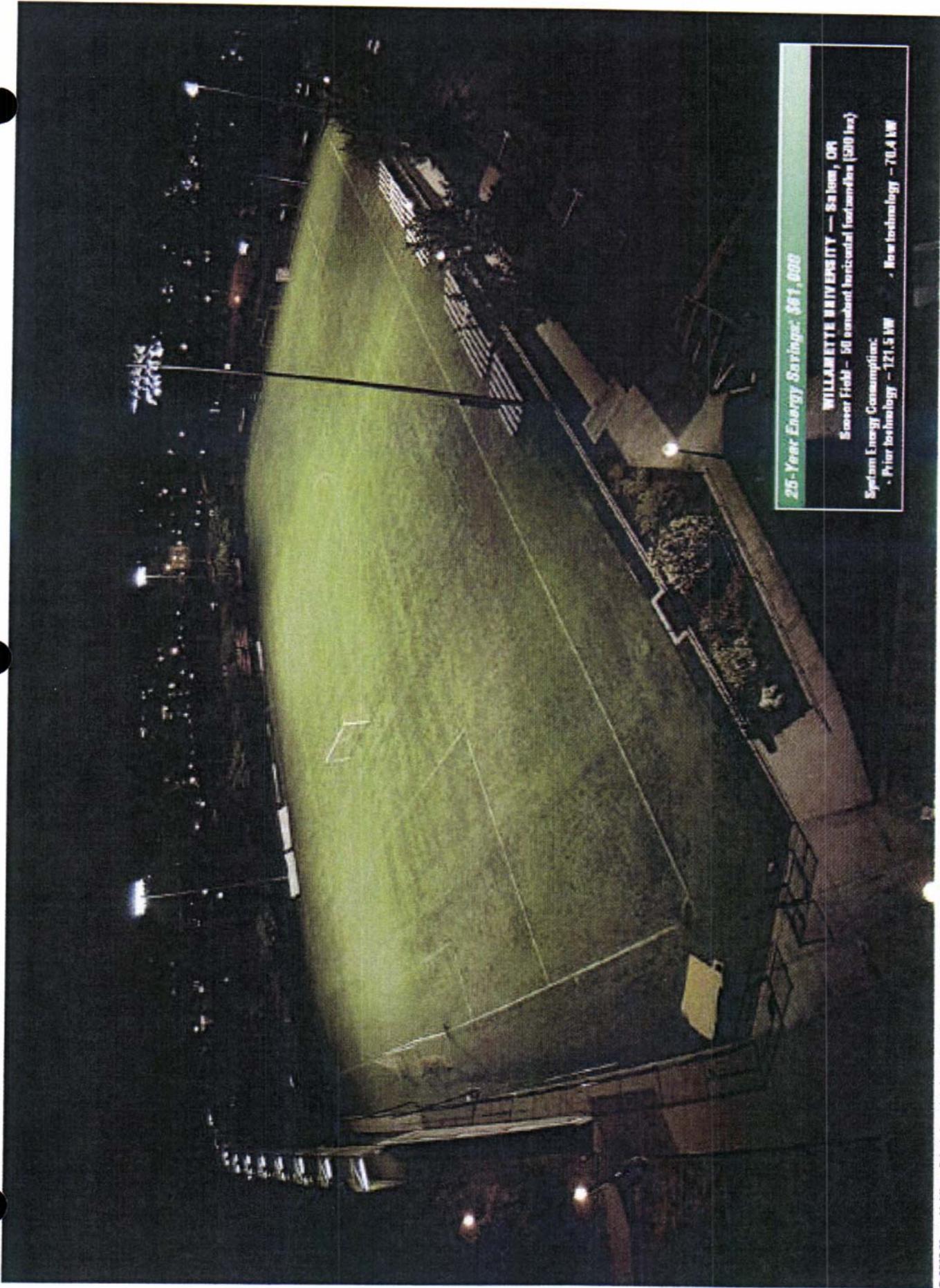
The site grading for the field will require the construction of a modular block retaining wall. The wall will have a vinyl coated chain link fence along the top. A full restroom facility is being evaluated near the athletic field, however, currently a "comfort station" is being proposed for this location. The comfort station will be constructed on a concrete slab and will have two portable restroom facilities and will be screened with fencing.

The University has spent a great deal of time evaluating this site to best fit the needs of the growing student population. The improvements proposed for this site will provide much needed parking near campus as well as provide an athletic field for student activities and a very nice nature area for use by students or the public. I appreciate your assistance with this project. Please call me if you have questions or require additional information.

Sincerely,
Morrison-Shiple Engineers, Inc.



Travis Brisendine, P.E.
Attachments



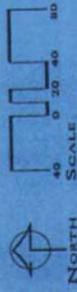
25-Year Energy Savings: \$61,000

WILLAMETTE UNIVERSITY — Salem, OR
Soccer Field — 58 ambient horizontal footcandles (500 lux)

System Energy Consumption:
- Prior technology - 171.5 kW - New technology - 70.4 kW

© 2016 Musco Lighting - Patents issued and pending - Savings based upon customer estimated usage of 500 hours per year at 10¢ per kWh group rate, including spot maintenance, and controls energy savings - 19345375 - EP-5506-1






**MORRISON
SHIPLEY**
ENGINEERS • ARCHITECTS

PDG
INCORPORATED

UNIVERSITY OF ARKANSAS FORT SMITH
 NEW PARKING AREA AND INTRAMURAL ATHLETIC FIELD

ORDINANCE NO. _____

**AN ORDINANCE REZONING IDENTIFIED PROPERTY
AND AMENDING THE ZONING MAP**

WHEREAS, the City Planning Commission has heretofore held a public hearing upon request No. 3-3-10 to rezone certain properties hereinafter described, and, having considered said request, recommended on March 9, 2010, that said change be made;

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

SECTION 1: That the following property to-wit:

Lot 9, Southridge Industrial Park, Sebastian County, Arkansas

more commonly known as 6620 Old Harrison Lane, should be, and is hereby rezoned from Extraterritorial Jurisdiction Open-1 (ETJ O-1) to Extraterritorial Jurisdiction Light Industrial (ETJ L1) by Classification.

The zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

PASSED AND APPROVED THIS _____ DAY OF APRIL, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved As to Form:

City Attorney
P. [Signature]

March 29, 2010



Honorable Mayor and Board of Directors
City of Fort Smith, Arkansas

Re: Rezoning #3-3-10; A request by Candice Settle, agent, for Planning Commission consideration of a zone change from Extraterritorial Jurisdiction Open-1 (ETJ O-1) to Extraterritorial Jurisdiction Light Industrial (ETJ LI) by Classification located at 6620 Old Harrison Lane.

On March 9, 2010, the City Planning Commission held a public hearing to consider the above rezoning request.

Mr. Wally Bailey read the staff report indicating that the purpose of this rezoning request was to increase interest in the property by potential purchasers and because the zone change was in conformity with the land use of that area. Mr. Bailey noted that a neighborhood meeting was held on Thursday, February 25, 2010. The property is located in an existing Industrial Park that is classified as Industrial Light on the ETJ Master Land Use Plan. The ETJ Open-1 zoning district was placed on all property in the ETJ when zoning and land use controls were originally placed in 2002-2003. More specific zoning districts are requested when development occurs.

Ms. Candice Settle, 1006 Arkansas Avenue in Van Buren, Arkansas, legal representative for the owners of the property, was present to speak on behalf of this request.

No one was present to speak in opposition to this request.

Following a discussion by the Commission, Chairman Griffin called for the vote on the rezoning request. The vote was 8 in favor and 0 opposed.

A copy of the draft minutes and staff report to the Planning Commission is enclosed for your review.

The Planning Commission hereby certifies this zoning map amendment to the Board of Directors in accordance with A.C.A. 14-56-422.

Respectfully Submitted,

CITY PLANNING COMMISSION

Steve Griffin, Chairman

SG/lp

cc: File
City Administrator

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(501) 785-2801
Administrative Offices FAX (501) 784-2407

Memo

To: City Planning Commission

From: Planning Staff

Date: March 4, 2010

Subject: Rezoning #3-3-10; A request by Candice Settle, agent, for Planning Commission consideration of a zone change from Extraterritorial Jurisdiction Open – 1 (ETJ O-1) to Extraterritorial Jurisdiction Light Industrial (ETJ LI) by classification at 6620 Old Harrison Lane.

LOT LOCATION AND SIZE

The requested rezoning area is east off of Highway 71 South. The area to be rezoned is limited to Lot 9 of Southridge Industrial Park and is approximately 1 acre.

EXISTING ZONING

The existing zoning on this tract is Extraterritorial Jurisdiction Open-1. Characteristics of this zone are as follows:

Purpose: The ETJ O-1 zone is to protect the undeveloped areas within the City's extraterritorial zoning jurisdiction from incompatible land uses.

Permitted Uses: Single family homes, duplexes, nurseries and greenhouses, truck farms, parks, playgrounds and open space.

Conditional Uses: Agricultural uses (limited), churches, public, private and parochial schools and signs for permitted uses.

Accessory Uses: Farm buildings including open and closed storage and guest houses (not including mobile homes)

REQUESTED ZONING

The requested zoning on this tract is Extraterritorial Jurisdiction Light Industrial. Characteristics of this zone are as follows:

6A

Purpose: To provide a mix of light manufacturing uses, office park, research and development, and limited retail/service uses in an attractive, business park setting.

Uses: General uses permitted in this zone include automobile sales and service, transportation, communication and utilities services and business, professional and technical services. Conditional uses include truck stops, petroleum storage and loading and medical labs.

Area Regulations:

Minimum Lot Area: 2 acres

Minimum Lot Width at Building Line: 100 feet

Maximum Lot Coverage: 75%

Minimum Front Yard: 25 feet

Minimum Side Yard: 10 feet-15 feet

Minimum Rear Yard: 10 feet

Minimum Side/Rear Yard Abutting Residential: 100 feet

Maximum Height at Building Line: 45 feet

SURROUNDING ZONING AND LAND USE

The area to the north, east, south, and west is zoned ETJ O-1 and is developed as an electrical contractor, a storage building, a vacant office building, and undeveloped.

The area further to the east is zoned ETJ O-1 and is developed as a residential subdivision. The area further to the north is zoned Residential Single Family Low Density and is developed as Riley Farms.

PROPOSED REZONING

The applicant states the requested zone change is to increase interest in the property by potential purchasers and because the zone change is in conformity with the land use of that area.

LAND USE PLAN COMPLIANCE

The Master Land Use Plan classifies this site as ETJ Light Industrial. The purpose of the Light Industrial land use classification is to provide opportunities for light manufacturing, processing, storage, wholesaling and distribution. Commercial and service uses in support of industrial uses are also permitted.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies Old Harrison Lane as a Local Road.

6B

STAFF COMMENTS AND RECOMMENDATIONS

The proposed rezoning is to increase interest in the property by potential purchasers. The Master Land Use Plan classifies Old Harrison Lane as Light Industrial. At the present time, the existing developments on Old Harrison Lane would match the proposed rezoning.

A neighborhood meeting was held on Thursday, February 25, 2010. A summary of the meeting is enclosed.

Staff recommends approval of the requested rezoning.

6C

PETITION FOR CHANGE IN ZONING MAP

Before the Planning Commission of the City of Fort Smith, Arkansas

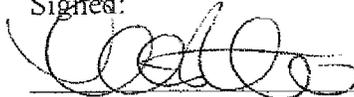
The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974)19-2830, representing to the Planning Commission as follows:

1. The applicant is the owner or the agent for the owner(s) of real estate situated in the City of Fort Smith, Sebastian County, Arkansas, described as follows:

Lot 9, Southridge Industrial Park, Sebastian County, Arkansas.

2. Address of Property: 6620 Old Harrison Lane, Fort Smith, Arkansas
3. The above described property is now zoned: ETJ-Open
4. Application is hereby made to change the zoning classification of the above-described property to ETJ-LI by classification.
5. Why is the zoning change requested? To increase interest in the property by potential purchasers and because the change is in conformity with the use of that area.
6. Submit any proposed development plans that might help explain the reason for the request. None immediately proposed.

Signed:

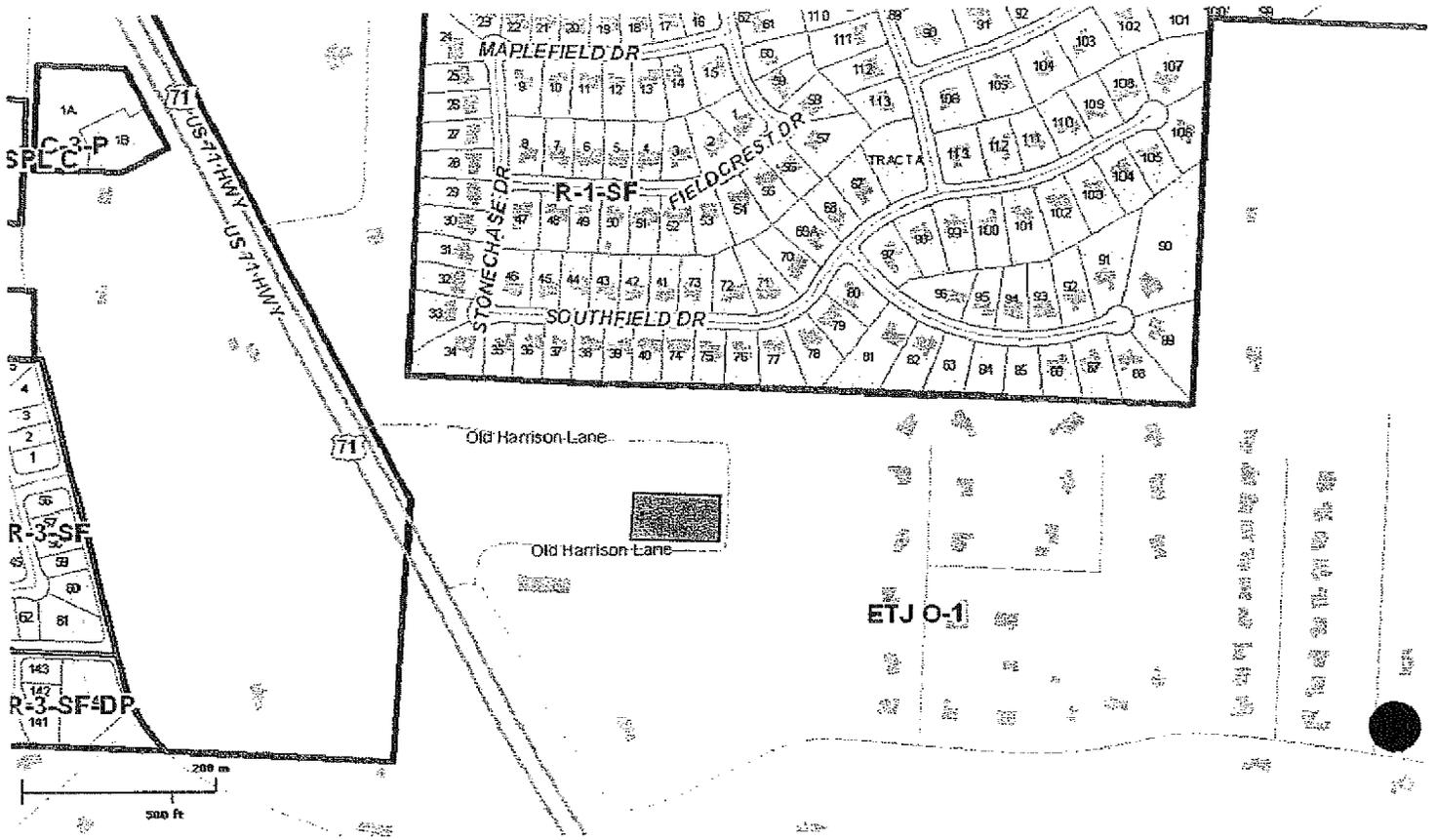


Candice A. Settle
Law Offices of Candice A. Settle, P.A.
1006 Arkansas Avenue, Ste. A
P.O. Box 1695
Van Buren, AR 72957
(479)474-0700
(479)474-0753 FAX

Attorney for Property Owner

Rezoning #5-3-10: From LTJ-O-1 to ETJ-LI

6620 Old Harrison Lane

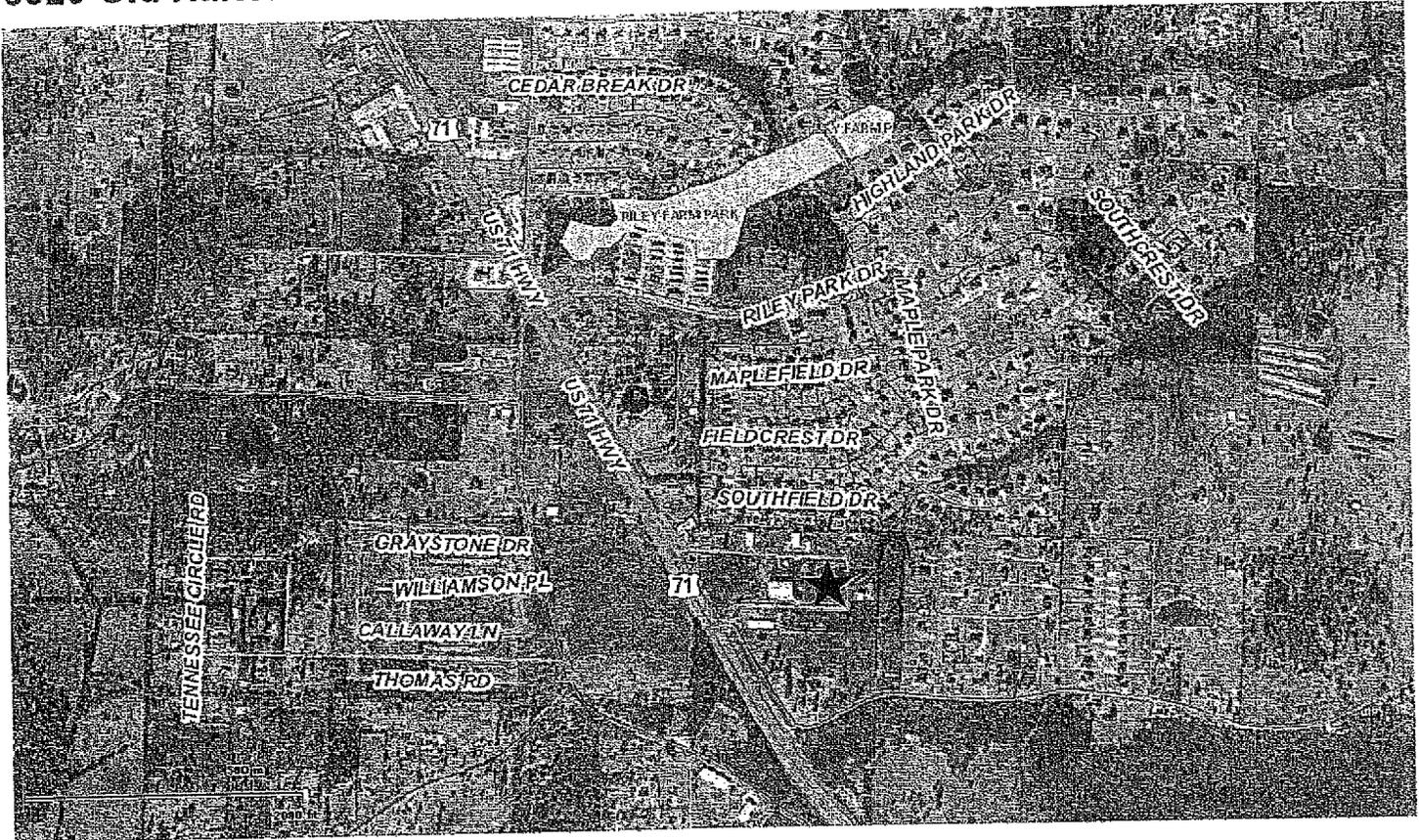


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6E

Rezoning #3-3-10: From ETJ-O-1 to ETJ-LI

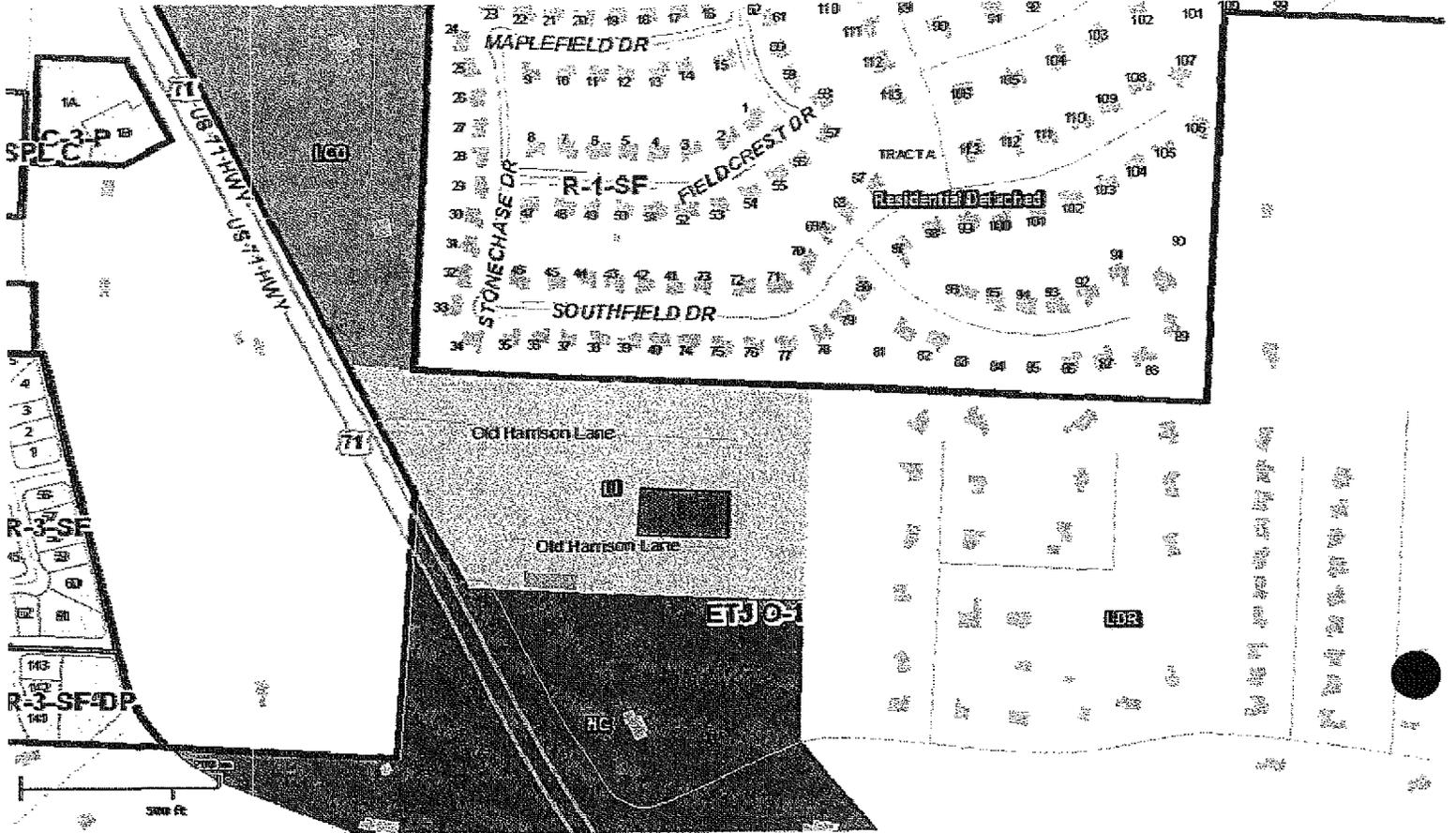
6620 Old Harrison Lane



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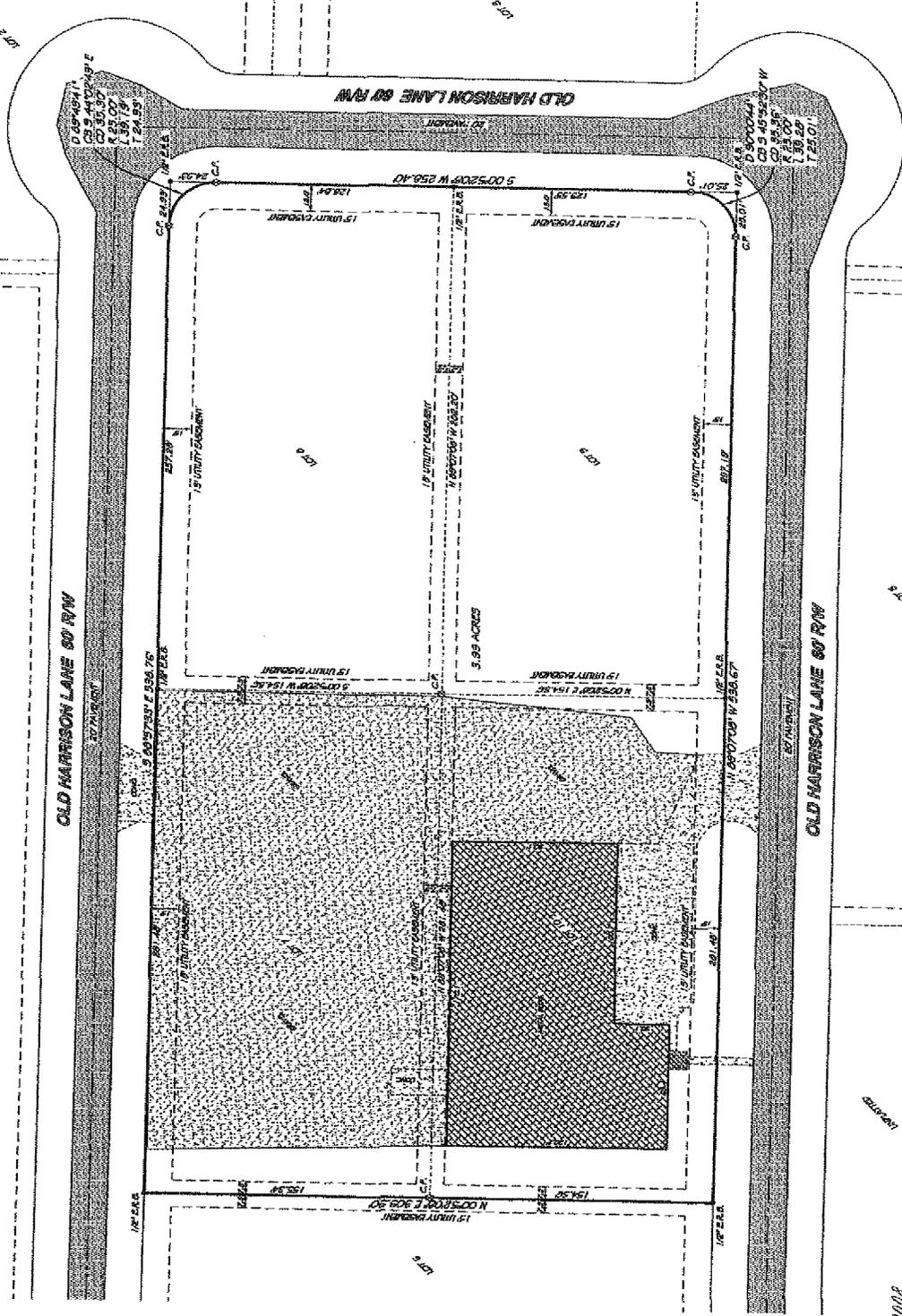
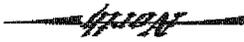
Master Land Use Map for Rezoning #3-3-10

6620 Old Harrison Lane



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6F



Stutterfield Land Surveyors, P.A., Copyright 2008

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SURVEYOR'S NOTE: This survey was done to show the extent of the subject land and to show observed structures. Utilities located in this plat are shown as they appear on the ground and are not shown as they appear on the plat. Surveyor has made an investigation or inspection of all structures and other facts which in his or her opinion are material to the survey.

SURVEYOR'S NOTE: This survey was conducted under the supervision of David H. Stutterfield, No. 0127, or his authorized representative, Stutterfield Land Surveyors, P.A., 1413-634-3885, May 27, 2008, P.O. Box 640, Tulsa, OK 74121.

<p>DISCLAIMER AND STATEMENT OF USE</p> <p>This survey was conducted by the written or verbal authorization of the person named on the plat and/or to use the data or legal description from this survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Stutterfield Land Surveyors, P.A. will not be liable for any error or omission in any plat without written authorization. COMPANY WHO USES THIS PLAT WITHOUT WRITTEN AUTHORIZATION.</p>	
<p>LEGEND</p> <ul style="list-style-type: none"> ○ 6" = 1" (AS BUILT) ○ 12" = 1" (AS BUILT) ○ 24" = 1" (AS BUILT) ○ 36" = 1" (AS BUILT) ○ 48" = 1" (AS BUILT) ○ 60" = 1" (AS BUILT) ○ 72" = 1" (AS BUILT) ○ 84" = 1" (AS BUILT) ○ 96" = 1" (AS BUILT) ○ 108" = 1" (AS BUILT) ○ 120" = 1" (AS BUILT) ○ 144" = 1" (AS BUILT) ○ 168" = 1" (AS BUILT) ○ 192" = 1" (AS BUILT) ○ 216" = 1" (AS BUILT) ○ 240" = 1" (AS BUILT) ○ 270" = 1" (AS BUILT) ○ 300" = 1" (AS BUILT) ○ 324" = 1" (AS BUILT) ○ 360" = 1" (AS BUILT) ○ 432" = 1" (AS BUILT) ○ 504" = 1" (AS BUILT) ○ 576" = 1" (AS BUILT) ○ 648" = 1" (AS BUILT) ○ 720" = 1" (AS BUILT) ○ 792" = 1" (AS BUILT) ○ 864" = 1" (AS BUILT) ○ 936" = 1" (AS BUILT) ○ 1008" = 1" (AS BUILT) ○ 1080" = 1" (AS BUILT) ○ 1152" = 1" (AS BUILT) ○ 1224" = 1" (AS BUILT) ○ 1296" = 1" (AS BUILT) ○ 1368" = 1" (AS BUILT) ○ 1440" = 1" (AS BUILT) ○ 1512" = 1" (AS BUILT) ○ 1584" = 1" (AS BUILT) ○ 1656" = 1" (AS BUILT) ○ 1728" = 1" (AS BUILT) ○ 1800" = 1" (AS BUILT) ○ 1872" = 1" (AS BUILT) ○ 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<p>PROPERTY ADDRESS: 6714 OLD HARRISON LANE, TULSA, OKLA.</p>	
<p>LOTS 7 THRU 10, SOUTHRIDGE INDUSTRIAL PARK</p>	
<p>FOR USE BY: Stutterfield Land Surveyors, P.A.</p>	
<p>DATE: 5-23-08</p>	
<p>SCALE: 1" = 40'</p>	
<p>PLAT NO.: 35-791</p>	

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Jimmy & Beverly Didier, II
P. O. Box 180727
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Fort Smith, AR 72916

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Fort Smith, AR 72913

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Jerry Lynn Hampton
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Fort Smith, AR 72901

Charles Mitchael, Fire Chief
White Bluff – Rye Hill VFD
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**Planning Commission Meeting Minutes
March 9, 2010**

- No commercial trash containers will be placed at this residence.
- Any delivery trucks used by the applicant must be parked on South 23rd Street or in the driveway to avoid the blind spot on South "P" Street.

Chairman Griffin then called for the vote on this home occupation request as amended. The vote was 8 in favor and 0 opposed.

6. Rezoning #3-3-10; A request by Candice Settle, agent, for a zone change from ETJ Open-1 to ETJ-L1 Light Industrial by Classification located at 6620 Old Harrison Lane.

Mr. Wally Bailey read the staff report indicating that the purpose of this rezoning request was to increase interest in the property by potential purchasers and because the zone change was in conformity with the land use of that area. Mr. Bailey noted that a neighborhood meeting was held on Thursday, February 25, 2010. The property is located in an existing Industrial Park that is classified as Industrial Light on the ETJ Master Land Use Plan. The ETJ Open-1 zoning district was placed on all property in the ETJ when zoning and land use controls were originally placed in 2002-2003. More specific zoning districts are requested when development occurs.

Ms. Candice Settle, 1006 Arkansas Avenue in Van Buren, Arkansas, legal representative for the owners of the property, was present to speak on behalf of this request.

No one was present to speak in opposition to this request.

Following a discussion by the Commission, Chairman Griffin called for the vote on this rezoning request. The vote was 8 in favor and 0 opposed.

7. Conditional Use #6-3-10; A request by Travis Brisendine, agent, for a conditional use for a parking lot, athletic field and nature/park area for University of Arkansas Fort Smith located at 5401 Kinkead.

Mr. Wally Bailey read the staff report indicating that the purpose of this conditional use request was to allow for the construction of a 380 space parking lot, athletic field and nature park area for the UAFS campus. He noted that the athletic field was proposed to be a 115 yard by 70 yard soccer/intramural field to be located on the northern portion of the property, primarily along North 56th Street. The parking lot was proposed to be located along the entire frontage of North Waldron Road, Kinkead Avenue and a portion of Alabama Avenue. The nature park would be centrally located to the interior of the site

ORDINANCE NO. _____

**AN ORDINANCE REZONING IDENTIFIED PROPERTY
AND AMENDING THE ZONING MAP**

WHEREAS, the City Planning Commission has heretofore held a public hearing upon request No. 4-3-10 to rezone certain properties hereinafter described, and, having considered said request, recommended on March 9, 2010, that said change be made;

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

SECTION 1: That the following property to-wit:

PART OF THE SW 1/4 OF SECTION 5, PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 6, PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7 AND A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 8, ALL IN TOWNSHIP 7 NORTH, RANGE 31 WEST, FORT SMITH, SEBASTIAN COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the NE corner of said NE 1/4 of Section 7, thence along the East line of said Section 7, S 02°38'20" W, 656.59 feet; thence leaving said East line of said Section 7, N 87°12'01" W, 17.45 feet to the POINT OF BEGINNING; thence N 02°34'01" E, 232.78 feet; thence N 87°12'01" W, 360.31 feet to a point on the Easterly right of way of Wells Lake Road; thence in a Northerly direction along said Easterly right of way with a non tangent curve to the right with a radius of 1660.00 feet, having a chord bearing of N 21°31'45" E, with a chord distance of 538.80 feet, and an arc length of 541.20 feet; thence continuing along said Easterly right of way N 30°52'08" E, 1669.51 feet; thence leaving said Easterly right of way S 58°33'55" E, 816.65 feet to a point on the Westerly right of way of Veterans Avenue; thence along said Westerly right of way S 30°51'41" W, 1666.33 feet; thence continuing along said Westerly right of way in a Southerly direction with a tangent curve to the left with a radius of 847.06 feet, having a chord bearing of S 18°19'20" W, with a chord distance of 367.80 feet, and an arc length of 370.76 feet; thence leaving said Westerly right of way N 87°12'01" W, 431.78 feet; to the POINT OF BEGINNING and containing 1,742,400 square feet or 40.00 acres, more or less and subject to any easements and rights of way of record or fact.

Approved as to form:


City Attorney
P. J. [unclear] / T. [unclear]

more commonly known as 7501 Wells Lake Road, should be, and is hereby rezoned from
Unzoned to Residential Single Family High Density (RS-4) by Classification.

The zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

PASSED AND APPROVED THIS _____ DAY OF APRIL, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk



March 29, 2010

Honorable Mayor and Board of Directors
City of Fort Smith, Arkansas

Re: Rezoning #4-3-10; A request by Kim Hesse, agent, for Planning Commission consideration of a zone change from Unzoned to Residential Single Family High Density (RS-4) by Classification located at 7501 Wells Lake Road.

On March 9, 2010, the City Planning Commission held a public hearing to consider the above rezoning request.

Ms. Brenda Andrews read the staff report indicating that the purpose of this request was to allow the construction of a 184 lot mixed-income, single family residential development entitled Fishers Way located in Chaffee Crossing on behalf of Lend A Hand, Inc. and the Fort Chaffee Redevelopment Authority.

Ms. Andrews noted that a neighborhood meeting was held on March 2, 2010, at 6:00 p.m. at the Fort Chaffee Redevelopment Authority offices at Chaffee Crossing. The meeting was facilitated by Lend-A-Hand's representative, Kim Hesse, and attended by interested property owners, representatives from Fort Chaffee Redevelopment Authority and the Fort Smith Planning Department. Ms. Andrews stated that the requested zoning was compatible with the existing land use classification and surrounding areas. She also made reference to an endorsement letter from Mr. Ivy Owen, Executive Director of the Fort Chaffee Redevelopment Authority.

Ms. Kim Hesse and Reverend Washington were present to speak on behalf of these requests.

No one was present to speak in opposition to these request.

Following a discussion by the Commission, Chairman Griffin called for the vote on the rezoning request. The vote was 8 in favor and 0 opposed.

A copy of the draft minutes and staff report to the Planning Commission is enclosed for your review.

The Planning Commission hereby certifies this zoning map amendment to the Board of Directors in accordance with A.C.A. 14-56-422.

Respectfully Submitted,

CITY PLANNING COMMISSION

Steve Griffin, Chairman

SG/lp

cc: File
City Administrator

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(501) 785-2801
Administrative Offices FAX (501) 784-2407

Memo

To: City Planning Commission

From: Planning Staff

Date: March 3, 2010

Re: Rezoning #4-3-10; A request from Kim Hesse, Agent, for consideration of a zone change from unzoned to Residential Single-Family High Density (RS-4) by classification at 7501 Wells Lake Road (companion item to items #3 and #4)

LOT LOCATION AND SIZE

The proposed zoning site is located in Chaffee Crossing on a 40-acre tract adjacent to Wells Lake Road and Veterans Road and generally between Black Bear Trail and Free Boulevard. The tract has approximately 2,000 feet of street frontage on Veterans Road and 2,100 feet on Wells Lake Road.

EXISTING ZONING

The property is currently not zoned.

REQUESTED ZONING

The requested zoning on this tract is Residential Single-Family High Density (RS-4). Characteristics of RS-4 are as follows:

Characteristics of the Residential Single-Family High Density (RS-4) are as follows:

Purpose: To provide very dense single family detached housing as either new or infill development. The RS-4 Zoning District is appropriate in higher density residential areas near the downtown, in mixed use/density areas, and as a transitional buffer zone between lower density residential development and multifamily or commercial uses. The RS-4 Zoning District corresponds to the Residential Detached classification of the Master Land Use Plan as a stand-alone district and to the Mixed Use classification in conjunction with other zoning districts provided it is in character with the existing or planned uses of the surrounding districts.

Permitted Uses: Detached dwelling units and family group homes.

Conditional Uses: Schools, churches, utility substations, commercial communication towers, country club, golf course, parks and playgrounds (public and non-public) police stations and police substations, daycare home (12 or less), and home occupations.

Area Regulations

Lot Area – 5,000 square feet
Minimum Lot Width at Building Line – 50 feet
Maximum Lot Coverage – 60%
Minimum Street Frontage – 20 feet
Maximum Height – 35 feet (1+1)
Front Yard Setback - 20 feet
Side Yard Setback - 5 feet
Side Yard on Street Side of Corner Lot - 20 feet
Rear Yard Setback - 10 feet
Separation of Buildings - 10 feet

Density Requirements:

8.7 dwelling units per acre

SURROUNDING ZONING AND LAND USE

The area to the north of the proposed zoning is not zoned. The land use classification is Mixed Use/Neighborhood Commercial and is undeveloped.

The area to the south of the proposed zoning site is not zoned. The land use classification is Institutional and is developed as apartments for Bost with future development associated with Comprehensive Juvenile Services.

The area to the east of the proposed zoning site is not zoned. The land use classification is Mixed Use Industrial/Office and is developed with existing warehouses and an industrial site developed as the Umarex air rifle manufacturing facility.

The area to the west of the proposed zoning site is not zoned. The land use classification is Community Attractions and developed with a few buildings associated with the former Officer's Quarters but is mostly undeveloped.

PROPOSED ZONE CHANGE

The applicant has requested the Residential Single-Family High Density (RS-4) to facilitate a 184-lot mixed-income, single-family development.

LAND USE COMPLIANCE

The site is classified as Residential by the Chaffee Crossing Land Use Map.

STREET CLASSIFICATION

The Master Street Plan classifies Veterans Road as a Local Street and Wells Lake Road as a Major Collector Street.

STAFF COMMENTS AND RECOMMENDATIONS

A neighborhood meeting was held on March 2, 6:00 p.m., at the FCRA offices at Chaffee Crossing. The meeting was facilitated by Lend-A-Hand's representative, Kim Hesse, and attended by interested property owners, representatives from FCRA and Fort Smith Planning Department. The attendance record and meeting summary are attached.

The requested zoning is compatible with the existing land use classification and surrounding areas. Attached is an endorsement letter from Ivy Owen, Executive Director of the Fort Chaffee Redevelopment Authority.

Staff recommends approval of the zoning request.

Property Description

PART OF THE SW 1/4 OF SECTION 5, PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 6, PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7 AND A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 8, ALL IN TOWNSHIP 7 NORTH, RANGE 31 WEST, FORT SMITH, SEBASTIAN COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the NE corner of said NE 1/4 of Section 7, thence along the East line of said Section 7, S 02°38'20" W, 656.59 feet; thence leaving said East line of said Section 7, N 87°12'01" W, 17.45 feet to the POINT OF BEGINNING; thence N 02°34'01" E, 232.78 feet; thence N 87°12'01" W, 360.31 feet to a point on the Easterly right of way of Wells Lake Road; thence in a Northerly direction along said Easterly right of way with a non tangent curve to the right with a radius of 1660.00 feet, having a chord bearing of N 21°31'45" E, with a chord distance of 538.80 feet, and an arc length of 541.20 feet; thence continuing along said Easterly right of way N 30°52'08" E, 1669.51 feet; thence leaving said Easterly right of way S 58°33'55" E, 816.65 feet to a point on the Westerly right of way of Veterans Avenue; thence along said Westerly right of way S 30°51'41" W, 1666.33 feet; thence continuing along said Westerly right of way in a Southerly direction with a tangent curve to the left with a radius of 847.06 feet, having a chord bearing of S 18°19'20" W, with a chord distance of 367.80 feet, and an arc length of 370.76 feet; thence leaving said Westerly right of way N 87°12'01" W, 431.78 feet; to the POINT OF BEGINNING and containing 1,742,400 square feet or 40.00 acres, more or less and subject to any easements and rights of way of record or fact.

ENGINEERING DESIGN ASSOCIATES, P.A.
134 WEST EMMA AVENUE
SPRINGDALE, ARKANSAS 72764
479-756-1266
FAX: 479-756-2129

March 2, 2010

Fishers Way Neighborhood Meeting Notes

Meeting Location: Fort Chaffee Redevelopment Authority Offices
7020 Taylor Ave. Ft Smith AR, 72916

Meeting Date February 25, 2010
6:00 pm to 7:30 pm

Attendance: Sign In sheet is attached.
Sarah and James Geurtz
John Furness with Comp. Juvenile Srvc.- Adj. Land Owner
Jim Cain, City Planning Staff
Lee Web – Adjacent Land Owner
Lynn Marechka – Adjacent Land Owner
Ivy Owen, Fort Chaffee Redevelopment Auth.
Kim J. Hesse – Lend A Hand representative

Notes:

The meeting began with a presentation of the Fishers Way Rezoning and Plat and an explanation of the phasing, Lend A Hand Agreement with FCRA, and specifics on the housing to be built within the development. Several questions centered around which city requirements would be imposed on the development and concerns on the attainable housing component of the project.

- Neighbors asked if improvements were to be required on Veterans and Well Lake Road, if street lights would be installed along those same perimeter streets and if sidewalks would be included.
- The owner to the West, Lee Web, is currently using the old sewer system which is to be plugged and abandoned by the FCRA. There was discussion about working with the City to provide service to Mr. Web.
- Both Mr. Web and Mr. Marechka were interested in the house sizes, and materials to be used. We discuss an average home of 1100 sf to 1700 sf, some two story homes mixed in with single story and the potential for some brick on the front

facades. The specific floor plans and elevations have not been determined at this time.

- Landscape buffers along the Veterans and Wells Lake Road perimeters are to be installed with Phase One to allow maturity of the plants at the same time versus installing portions of the buffer as future phases are platted. EDA to look into logistics of this during the detailed design phase, we do not want utilities to impact landscaping as future phases are developed.
- The Chaffee Crossing requirements include decorative street lights and street signs which will be included with this development.

Discussion then shifted to the future development in Chaffee Crossing, recent land purchases and other potential projects in the area.

Meeting adjourned at 7:30 pm.

5E

ATTENDANCE LIST FOR NEIGHBORHOOD MEETING

List the names, addresses & telephone numbers of all residents/property owners who attended the meeting.

Meeting Location Fort Chaffee Redevelopment Authority Offices

Meeting Time & Date 6:00 PM, February 25th, 2010

Meeting Purpose Rezoning Request to RSF4

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
1.	Sarah Gurtz	5693 W. Michael Cole Fayetteville, AR 72704	479-381-2087
2.	John Floman	1606 So J, Ft Smith, AR	479 785-4031
3.	Jim Cairson	Phon 23 Garvey Ave	479-724-2241
4.	Lee Webb	Fort Smith	
5.	Lynne Marecka	Ft Smith	769-0398
6.	Kim Hesse	134 W Emma, Springfield, AR	479-790-9705
7.			
8.			
9.			
10.			
11.			



FORT CHAFFEE
REDEVELOPMENT
AUTHORITY

March 1, 2010

Ms. Brenda Andrews, Senior City Planner
City of Fort Smith
Planning and Zoning
623 Garrison Ave., Room 331
Fort Smith, AR 72901

RE: Fishers Way
Rezone Petition and Preliminary Plat Request

Dear Ms. Andrews:

The Fort Chaffee Redevelopment Authority (FCRA) supports the proposed zoning and preliminary plat for Fishers Way, a 40 acre single family residential subdivision to be developed by Lend A Hand Inc. The design incorporates the Chaffee Crossing design standards and criteria and was approved by the FCRA on May 21, 2009. The rezone petition for RS-4, Single Family Residential, High Density is appropriate for the location and is in keeping with the land use plan established for Chaffee Crossing.

Respectfully,

A handwritten signature in cursive script, appearing to read 'Ivy Owen'.

Ivy Owen
Executive Director

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PETITION FOR CHANGE IN ZONING MAP

Before the Planning Commission of the City of Fort Smith, Arkansas

The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830, representing to the Planning Commission as follows:

- 1. The applicant is the owner or the agent for the owner(s) of real estate situated in the City of Fort Smith, Sebastian County, Arkansas, described as follows: (Insert legal description)

See Attached Property Description

- 2. Address of property: 7501 Wills Lake Road

- 3. The above described property is now zoned: Un-zoned

- 4. Application is hereby made to change the zoning classification of the above described property to RSF4 by Classification (Extension or classification)

- 5. Why is the zoning change requested?
For the development of a single family residential subdivision for the non-profit group, Lend A Hand, Inc.

- 6. Submit any proposed development plans that might help explain the reason for the request.

Signed:

Kim J. Hesse
Owner or Agent Name
(please print)

Owner

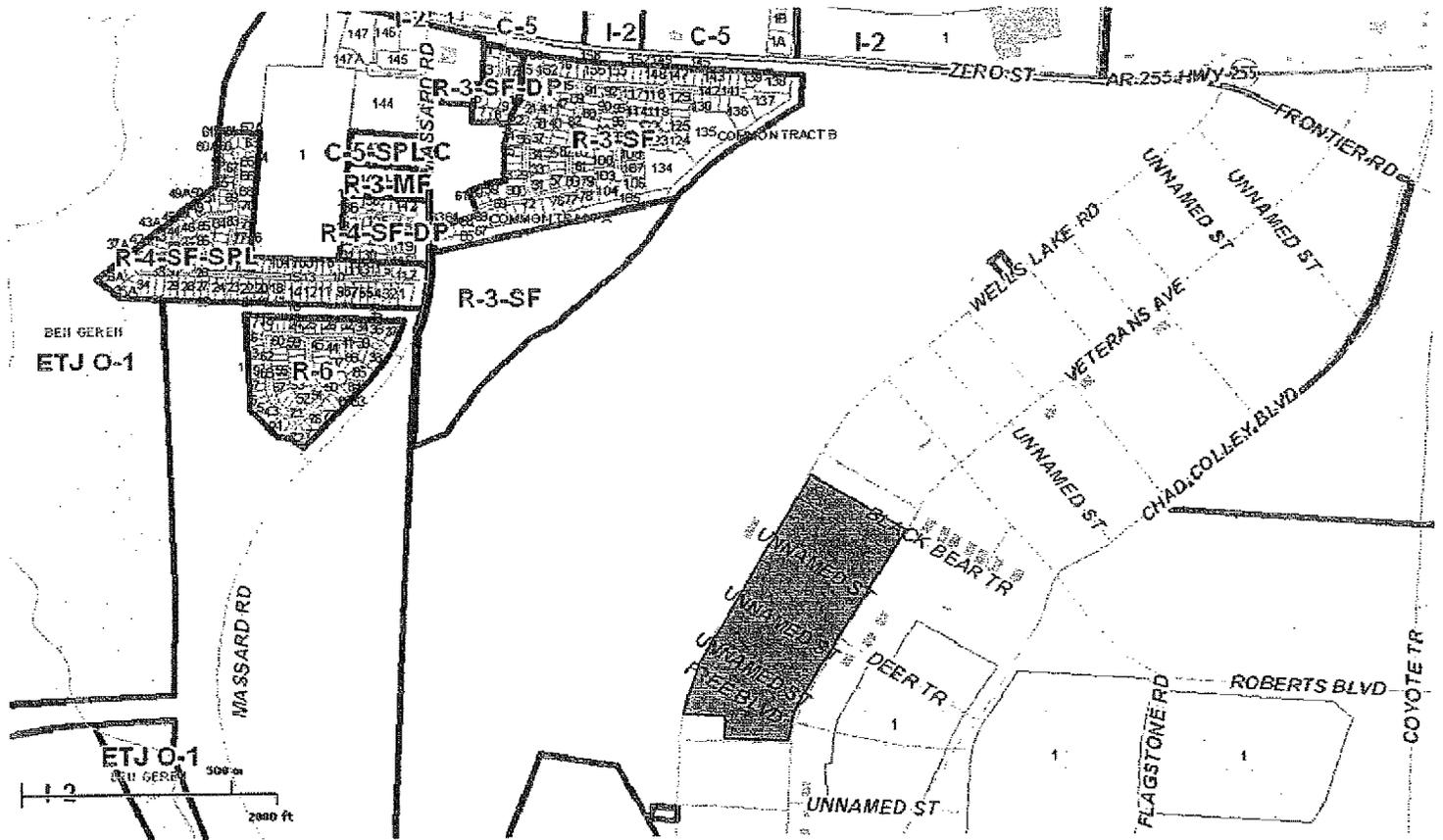
134 West Emma Ave.,
Springdale, AR 72764
Owner or Agent Mailing Address

or
Kim J. Hesse
Agent

479-756-1266
Owner or Agent Phone Number

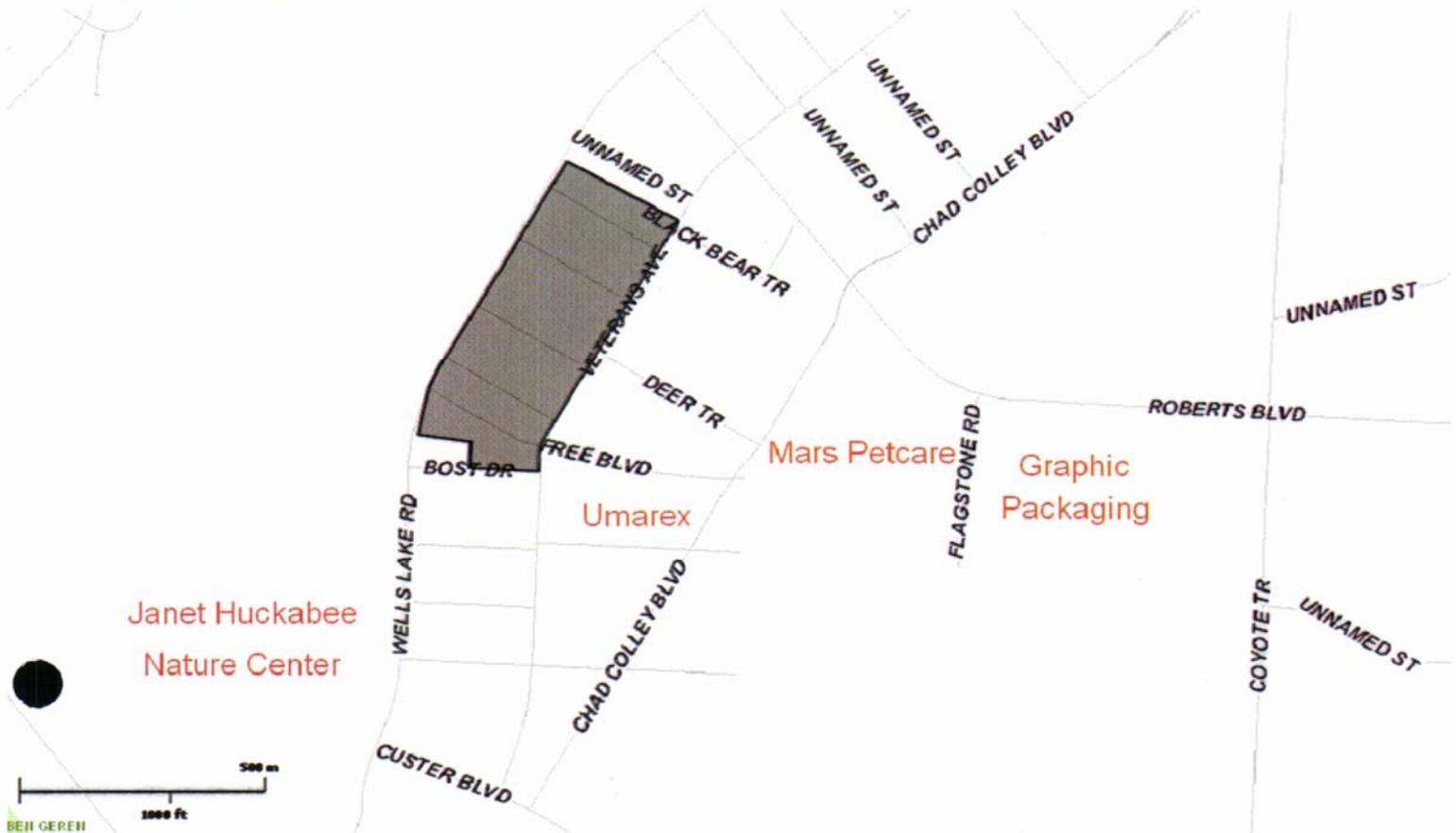
Rezoning #4-3-10: From Not Zoned to RS-4

7501 Wells Lake Road



Rezoning #4-3-10: From Not Zoned to RS-4

7501 Wells Lake Road



Fort Chaffee Redevelopment Trust
7020 Taylor
Fort Smith, AR 72916

Richard & Rebecca Brown
2604 Butler Street
Central City, AR 72941

Bellwether Industries, Inc.
11318 Hwy. 71 S
Fort Smith, AR 72916

Bost, Inc.
P. O. Box 11495
Fort Smith, AR 72917

Western Arkansas Youth Foundation
c/o John Furness
1606 S. J Street
Fort Smith, AR 72901

Lynn & Mary Merechka
P. O. Box 1603
Van Buren, AR 72957

**Planning Commission Meeting Minutes
March 9, 2010**

- 3. Preliminary Plat – Fishers Way Subdivision – Engineering Design Associates
(companion item to items #4 and #5)**
- 4. Development Plan – Fishers Way Subdivision – Engineering Design Associates
(companion item to items #3 and #5)**
- 5. Rezoning #4-3-10; A request by Kim Hesse, agent, for a zone change from unzoned
to RS-4 by Classification located at 7501 Wells Lake Road. (companion item to
items #3 and #4)**

Ms. Brenda Andrews read the staff reports indicating that the purpose of these requests was to allow the construction of a 184 lot mixed-income, single family residential development entitled Fishers Way located in Chaffee Crossing on behalf of Lend A Hand, Inc. and the Fort Chaffee Redevelopment Authority.

Ms. Andrews noted that a neighborhood meeting was held on March 2, 2010, at 6:00 p.m. at the Fort Chaffee Redevelopment Authority offices at Chaffee Crossing. The meeting was facilitated by Lend-A-Hand's representative, Kim Hesse, and attended by interested property owners, representatives from Fort Chaffee Redevelopment Authority and the Fort Smith Planning Department. Ms. Andrews stated that the requested zoning was compatible with the existing land use classification and surrounding areas. She also made reference to an endorsement letter from Mr. Ivy Owen, Executive Director of the Fort Chaffee Redevelopment Authority.

Ms. Kim Hesse and Reverend Washington were present to speak on behalf of these requests.

No one was present to speak in opposition to these request.

Following a discussion by the Commission, Chairman Griffin called for the vote on these items separately.

- 3. Preliminary Plat – Fishers Way Subdivision – Engineering Design Associates
(companion item to items #4 and #5)**

Motion was made by Commissioner Parks, seconded by Commissioner Davis and carried unanimously to amend this request to make approval subject to the developer agreeing to meet all franchise and City utility easement requirements, compliance with the City's Subdivision Design and Improvement Standards and the Standard Specifications for Public Works Construction.

CRAFT

Chairman Griffin then called for the vote on this preliminary plat as amended. The vote was 8 in favor and 0 opposed.

4. Development Plan – Fishers Way Subdivision – Engineering Design Associates (companion item to items #3 and #5)

Chairman Griffin called for the vote on this development plan. The vote was 8 in favor and 0 opposed.

5. Rezoning #4-3-10; A request by Kim Hesse, agent, for a zone change from Unzoned to RS-4 by Classification located at 7501 Wells Lake Road. (companion item to items #3 and #4)

Chairman Griffin called for the vote on this rezoning request. The vote was 8 in favor and 0 opposed.

8. Home Occupation #4-3-10; A request by Gary Meeks for a home occupation for children’s book sales located at 2300 South “P” Street.

Ms. Maggie Rice read the staff report indicating that the purpose of this home occupation request was to allow the applicant to operate a children’s book sales business from his residence. Ms. Rice stated that the applicant indicated business hours would be 8:00 a.m. to 5:00 p.m., Monday thru Sunday. Approximately 200 square feet of storage in the home would be utilized for the books. It was noted that the book sales would not be conducted from his home as they would be delivered to the customer or taken to book fairs, festivals or conventions.

Ms. Meeks was present to speak on behalf of this request. She stated that no customers would be coming to the home and she had no problems with the staff comments and recommendations placed on this request.

No one was present to speak in opposition to this request.

Chairman Griffin then called for the vote on this home occupation. Motion was made by Commissioner Lorenz, seconded by Commissioner Parks and carried unanimously to amend this request to make approval subject to the following:

- Compliance with Section 27-338-4F (Home Occupation Requirements) (attached)
- All vehicles shall be parked in compliance with the Fort Smith Parking Regulations.
- The business license cannot be transferred to another residence without a new Home Occupation application.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE 2009 UNIFIED DEVELOPMENT
ORDINANCE OF THE CITY OF FORT SMITH**

WHEREAS, the Board of Directors passed and approved Ordinance No. 36-09 which adopted the Unified Development Ordinance on May 19, 2009; and,

WHEREAS, it is necessary to amend certain sections of the Unified Development Ordinance to provide clarity and remove conflicts with other provisions of the municipal code; and,

WHEREAS, the Planning Commission held a public hearing regarding these amendments and recommended on March 9, 2010, that said changes be made; and,

WHEREAS, three (3) copies of February 2010 Amendments to the Unified Development Ordinance has been on file in the Office of the City Clerk of the City of Fort Smith for inspection and review by the public prior to the passage of this Ordinance; and,

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

SECTION 1: The February 2010 Amendments to the Unified Development Ordinance are hereby adopted.

SECTION 2: The codifier shall codify the new sections and amend the existing sections of Unified Development Ordinance.

*Approved as to form
JLC
Published 1 time*

SECTION 3: It is hereby found and determined that the adoption of these amendments to the Unified Development Ordinance is necessary to alleviate an emergency created by the lack of regulation of uses of property within the City of fort Smith so that the protection of the health, safety and welfare of the inhabitants of the City requires that the amendments be effective, and the amendment is hereby made effective, as of the date of approval of this Ordinance.

PASSED AND APPROVED THIS _____ DAY OF _____, 2010.

APPROVED:

MAYOR

ATTEST:

City Clerk

MEMORANDUM

To: Dennis Kelly, City Administrator
From: Wally Bailey, Director of Development Services
Date: March 31, 2010
Subject: Amendments to the Unified Development Ordinance

When the Unified Development Ordinance (UDO) was originally presented to the Board of Directors in April 2009, we indicated it was likely we would have one or more "glitch" ordinances as we began to administer and implement the new code.

Since the effective date of the UDO, we have been maintaining a folder with items that are considered errors and omissions as well as more significant issues that may require further study. The proposed amendments reflect issues that we consider errors and omissions and items requiring immediate correction.

Three copies of the proposed amendments have been on file in the Office of the City Clerk. A copy of the proposed amendments has also been posted on our website. We advertised the Planning Commission public hearing and directly contacted those on our stakeholder list such as architects, engineers, contractors and developers. We received one letter of support from the Greater Fort Smith Association of Home Builders.

The proposed amendments were reviewed by the Planning Commission at their March 3rd study session and the March 9th regular meeting. The Planning Commission voted to recommend the proposed amendments to the Board of Directors for approval.

To date, no negative comments regarding the proposed amendments have been received.

We previously forwarded a copy of the proposed amendments to the Board of Directors this on March 19, 2010 to allow the Board ample time to review the proposed changes prior to the April 6th Board meeting.

Due to the amount of paper used for this item, we are not reprinting the amendment but asking that the Board and others refer to the bound information packet previously delivered. We can provide copies to any requesting a copy of the amendments. The information is also placed on the City website at the Planning Department page.

The proposed amendments and a summary of the proposed changes are attached. Please contact me if you or others have any questions regarding the proposed amendments.

GREATER FORT SMITH ASSOCIATION OF



HOME BUILDERS

March 18, 2010

Mr. Wally Bailey
Building Department Director
City of Fort Smith
P. O. Box 1908
Ft. Smith, AR 72902

Dear Wally;

Pursuant to our phone conversation this date, I am confirming my support for the Building Department's proposed amendments to the Unified Development Ordinance.

When dealing with a complex and technical document such as this, it sometimes becomes necessary to make adjustments to language that perhaps was not written as intended by all parties involved in authorship of the UDO.

Reviewing the areas of actual changes you discussed, I feel the proposed amendments are warranted and necessary, and will help clarify the document.

Sincerely,



Dave Hughes
Executive Director
Greater Fort Smith Association of Home Builders

Cc; Mike Reith; GFSAHB President

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ORDINANCE NO. _____

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

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

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

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

NOW, THEREFORE,

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

STREET ADDRESS:

823 NORTH 21ST STREET (REAR GARAGE ONLY)-LOTS 13-14, BLK ZZ; FITZGERALD 619 NORTH 36TH STREET & REAR BUILDING-LOT 17, BLK 6; EAST END PLACE

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

*Approved to issue
JLL
Publish 1 time*

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

SECTION 4: The provisions of this ordinance are hereby declared to be severable to the extent that a decision by any court of competent jurisdiction determining that any portion of this ordinance or any application thereof is unconstitutional, invalid or otherwise illegal shall not affect the constitutionality, validity or legality of the other provisions and/or applications of the ordinance.

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

PASSED AND APPROVED this _____ day of _____ 2010.

APPROVED:

Mayor

ATTEST:

City Clerk



MEMORANDUM

Building Safety Division

TO: Dennis Kelly, City Administrator
FROM: Jimmie Deer, Building Official
DATE: March 29, 2009
SUBJECT: Unsafe Structures

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

The property descriptions and owners are:

823 North 21st Street (Rear garage Only) - Lots 13&14, Block ZZ; Fitzgerald Addition

Owners: Earl Bradley 7 Rebecca Hutson Lasalle Bank National Association
821 N. 21st Street C/O EMC Mortgage Corporation
Fort Smith, AR 72901 909 Hidden Ridge Drive #200
Irving, TX 75038

619 N. 36th Street and Rear Building - Lot 17, Block 6; Esat End Place

Owners: Jimmie N. Lowery Evelyn Lowery Chevy Chase Mortgage
P.O. Box 3102 6301 Euper Ln 7501 Wisconsin Ave
Fort Smith, AR 72913 Fort Smith, AR 72903 West Tower 6th Floor
Bethesda, MD 20814

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

Page 2, Unsafe Notices

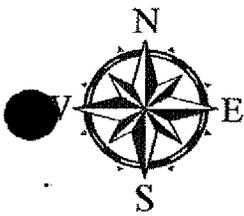
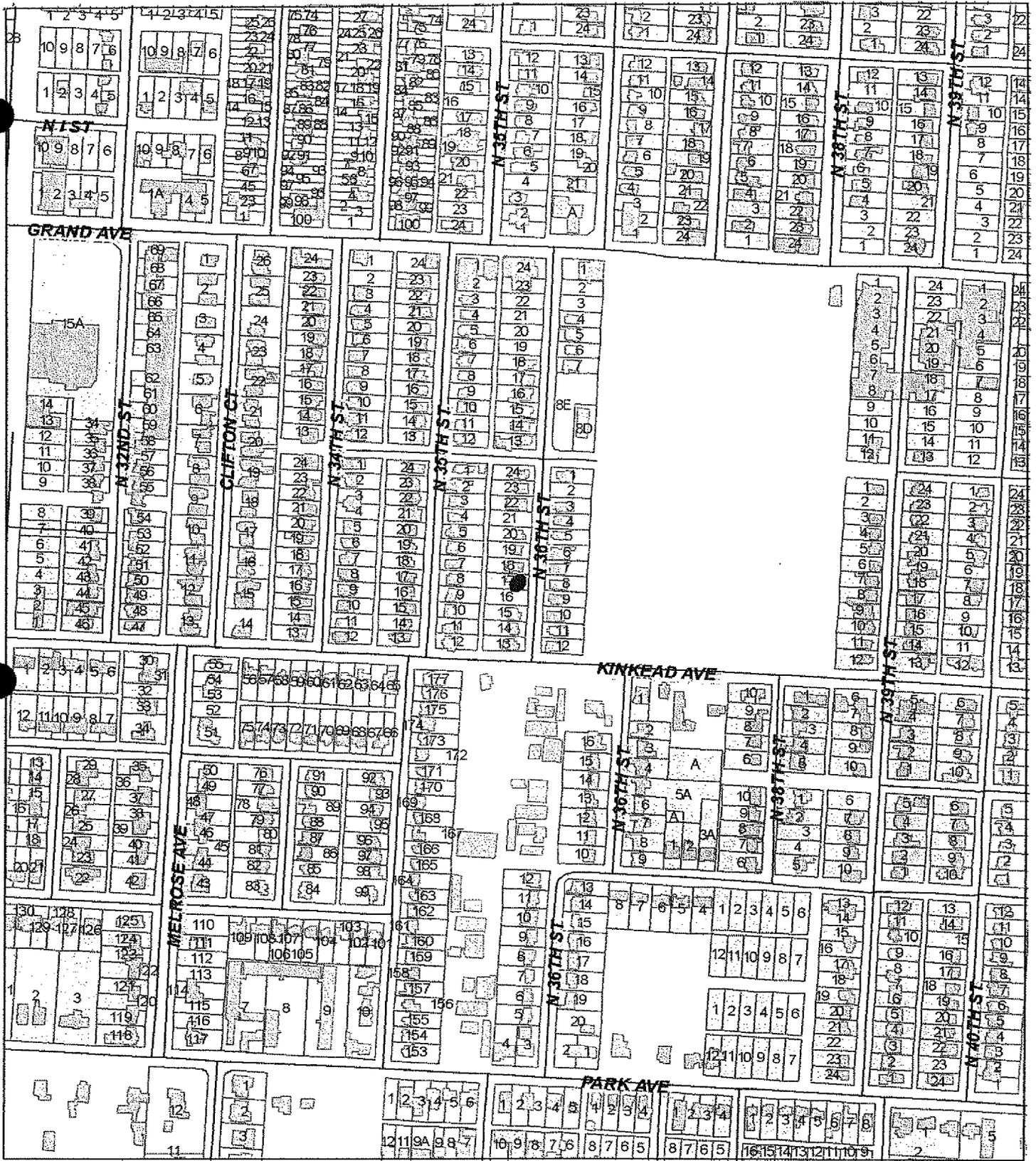
823 North 21st (Rear garage only) The property was posted and unsafe notices were sent out to the owners on February 15, 2010 and the notices came back unable to forward on February 25, 2010. As of today the owners have not been in contact with us and no building permits have been obtained or repairs been made to the structure.

619 N. 36th Street and Rear Structure: The property has been without water service since September 2006. The property was posted and unsafe notices sent out to the owners on February 15, 2010. The letters were signed for by the owners and as of today the owners have not been in contact with us and no building permits have been obtained. The city has 7 clean up liens in the amount of \$2004.78 against this property.

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

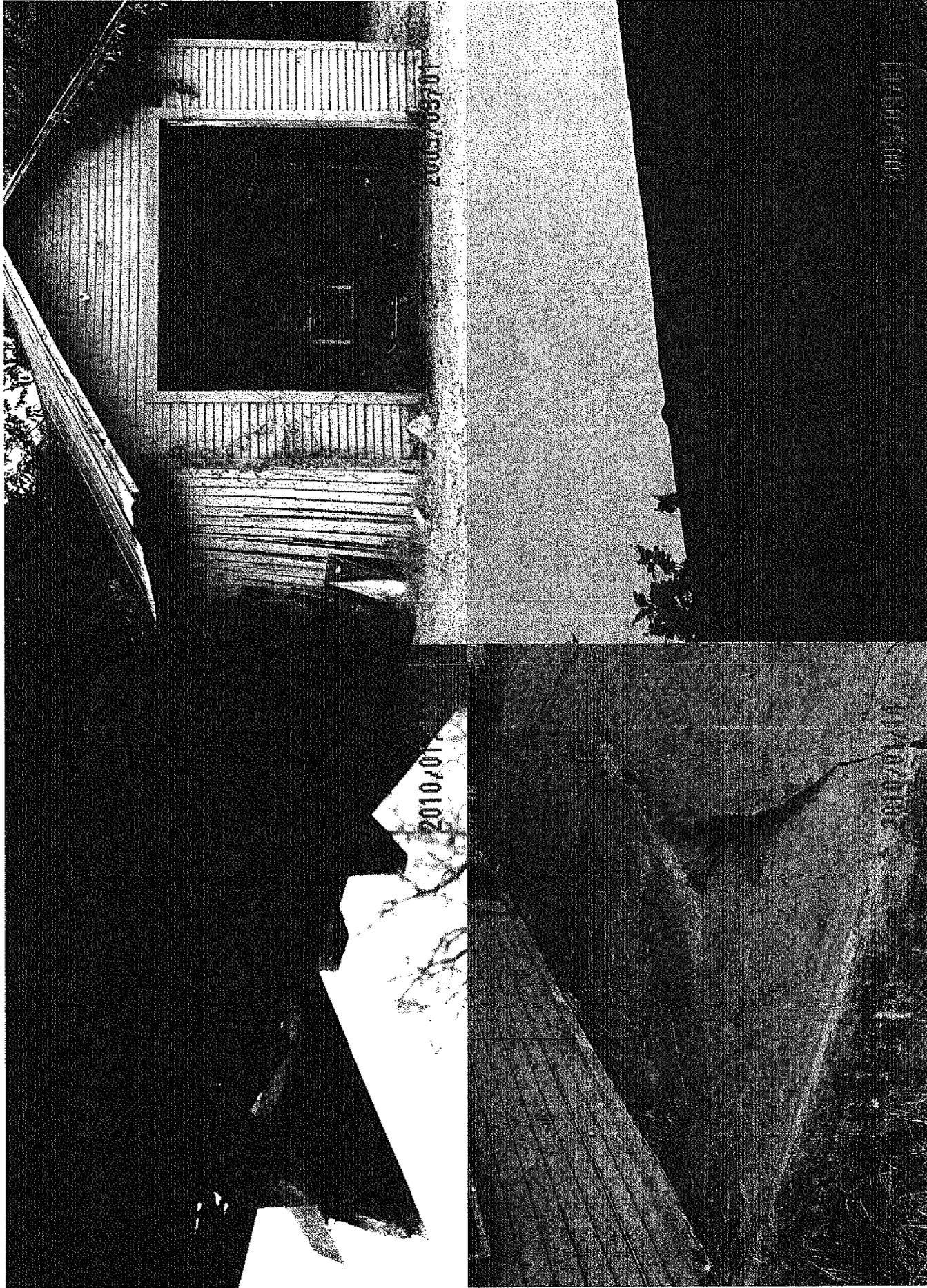
Please contact me if you have any questions or if we need to discuss this matter in more detail.

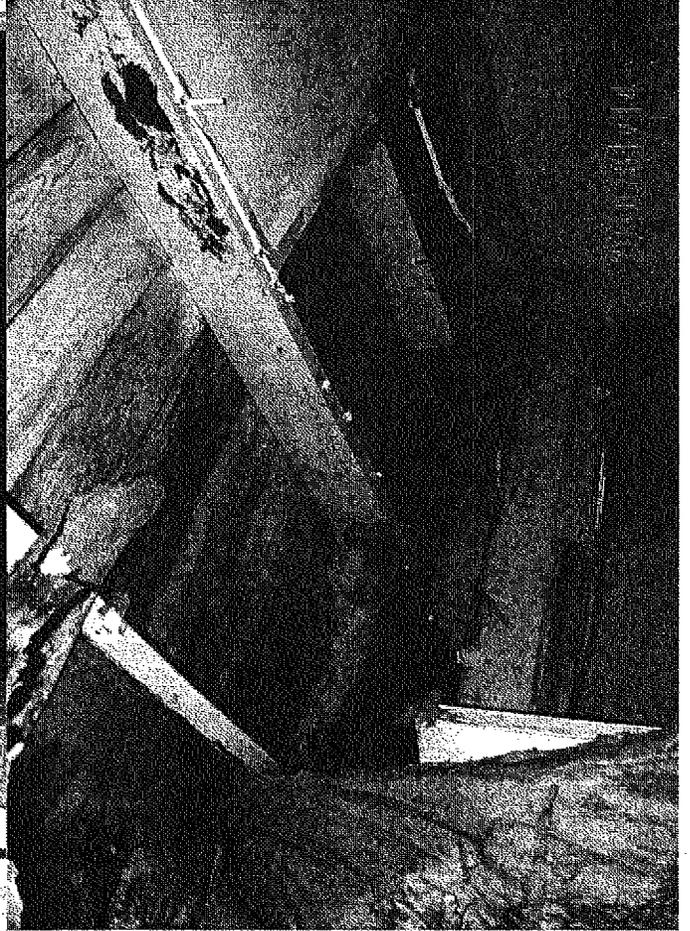
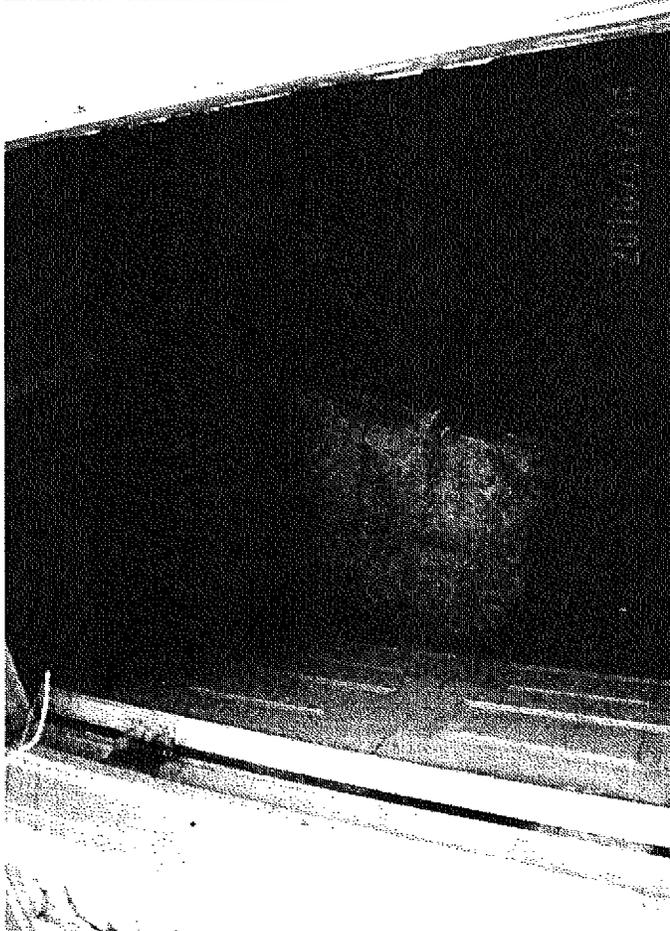
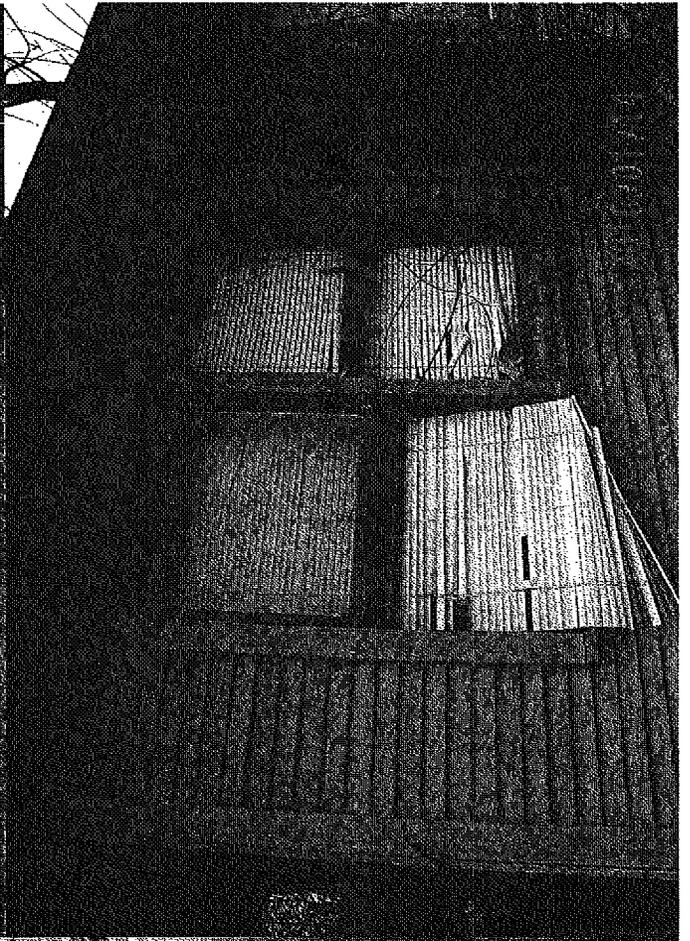
CC: Wally Bailey



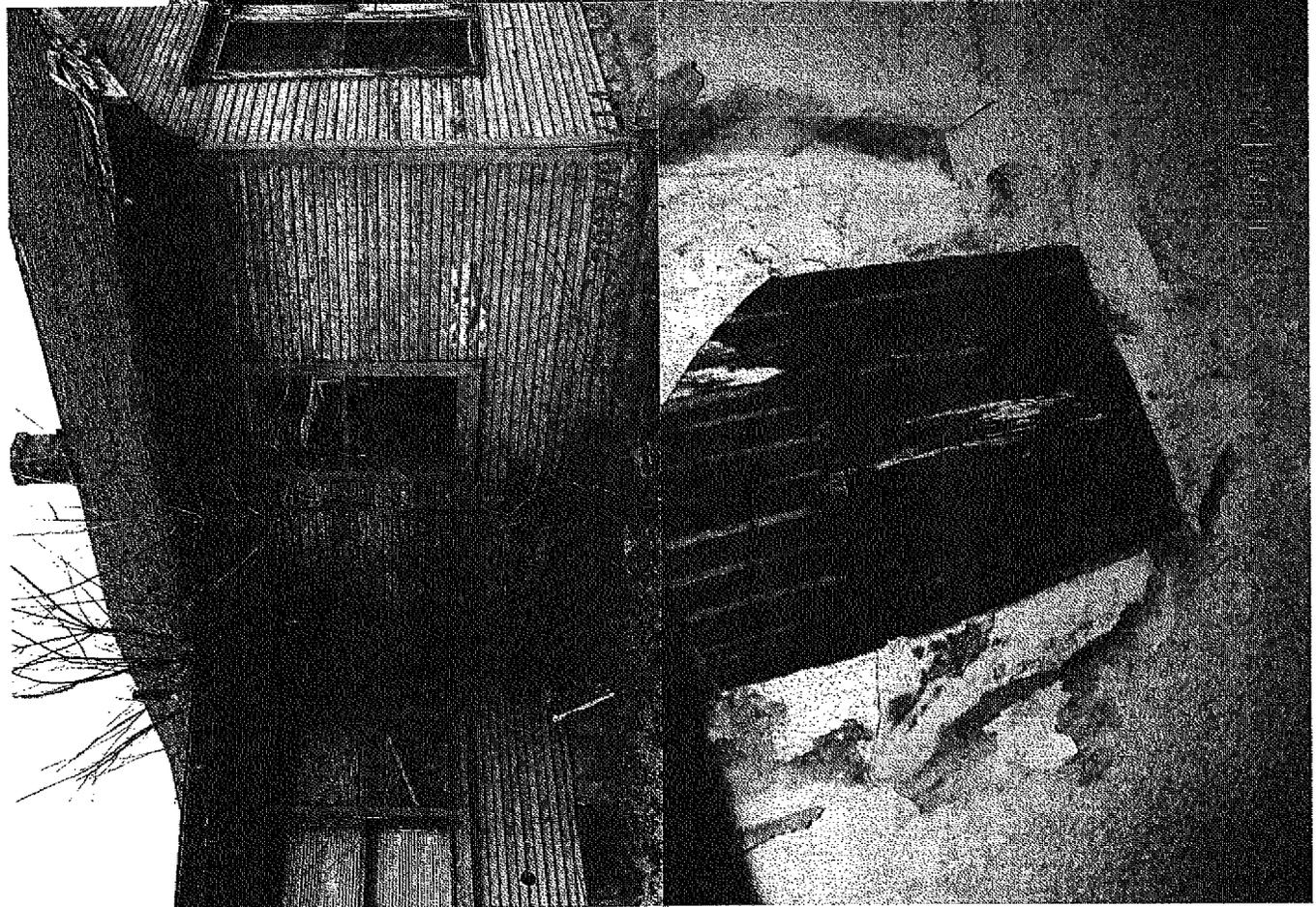
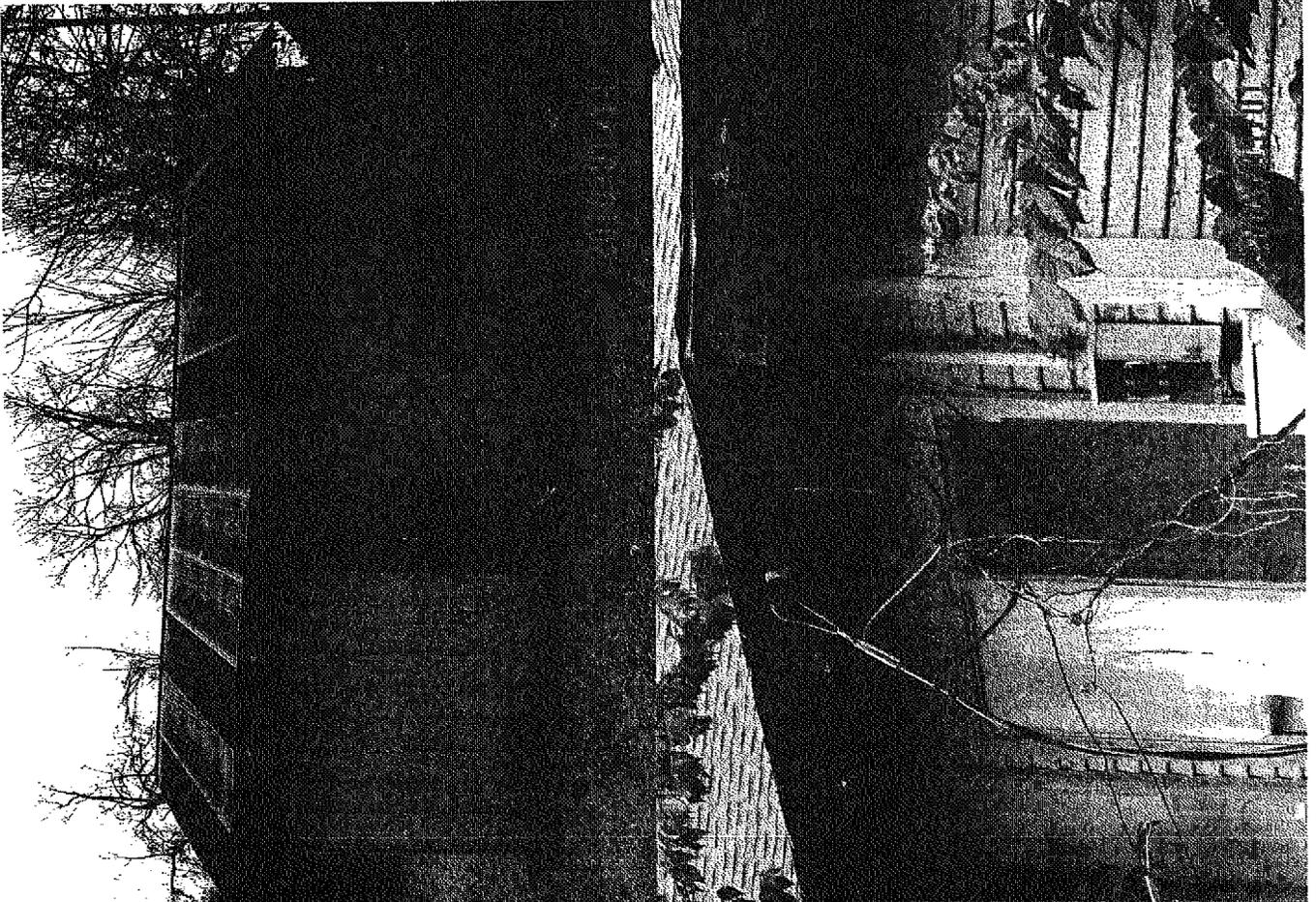
619 N. 36th Street

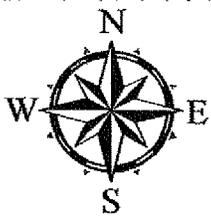
619 North 36th St



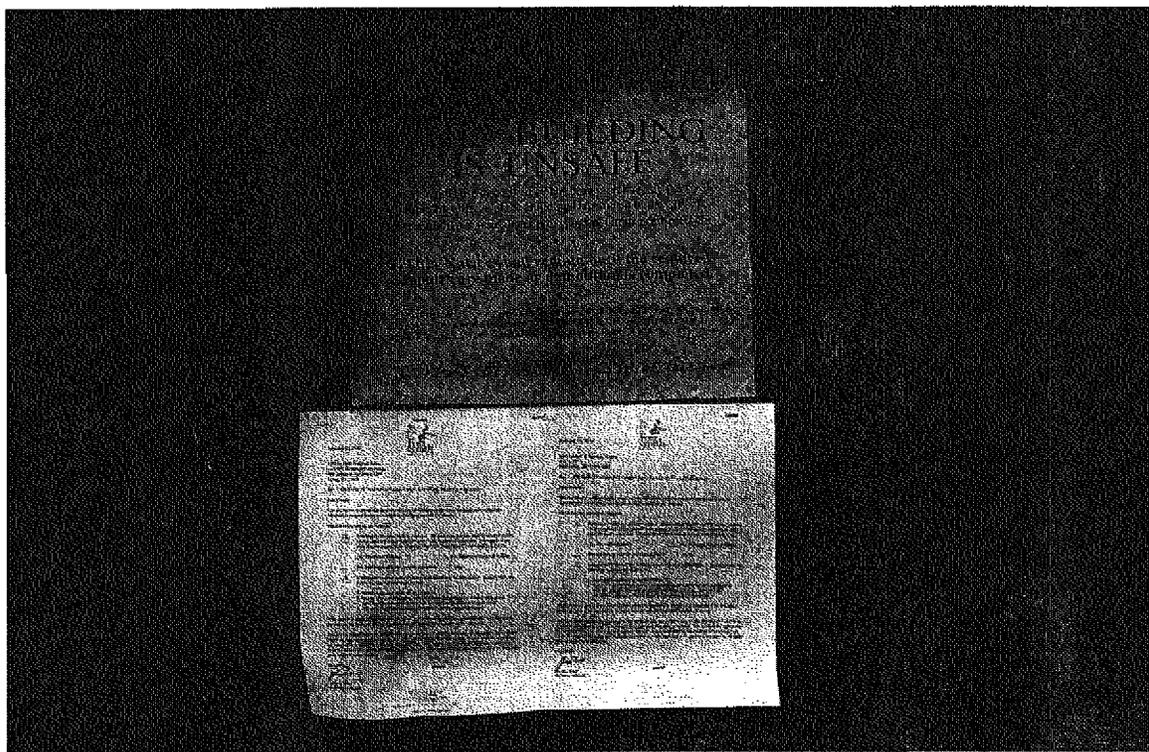
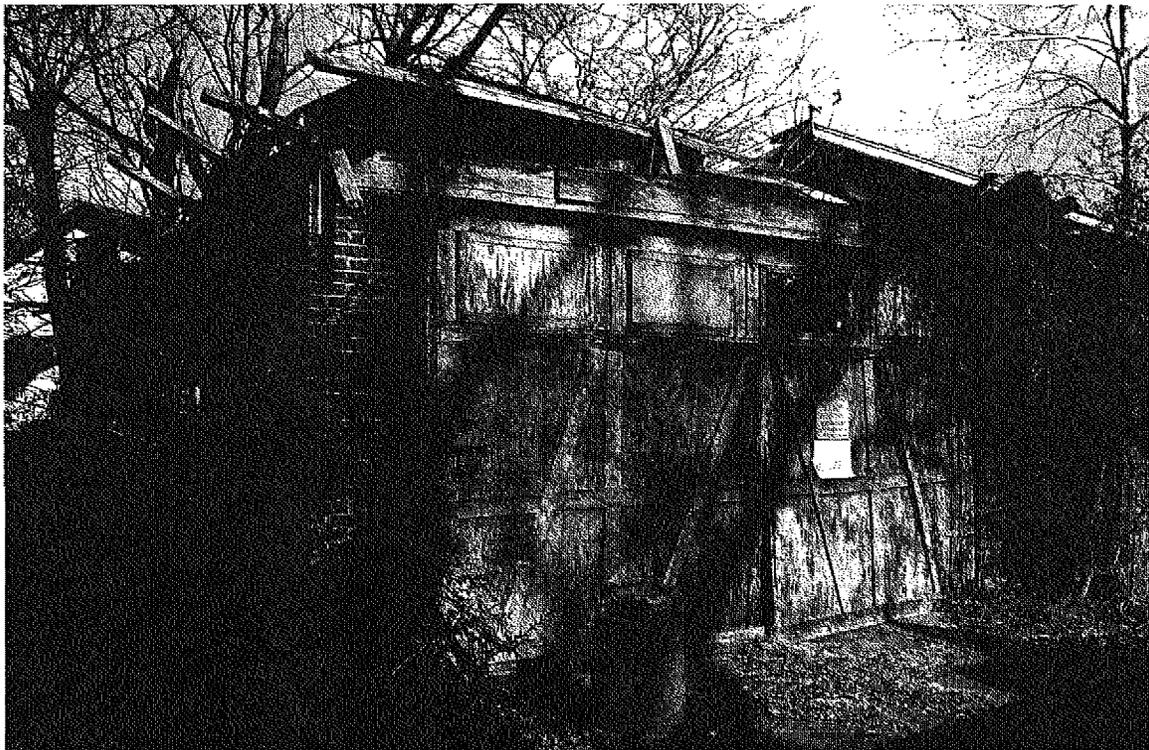






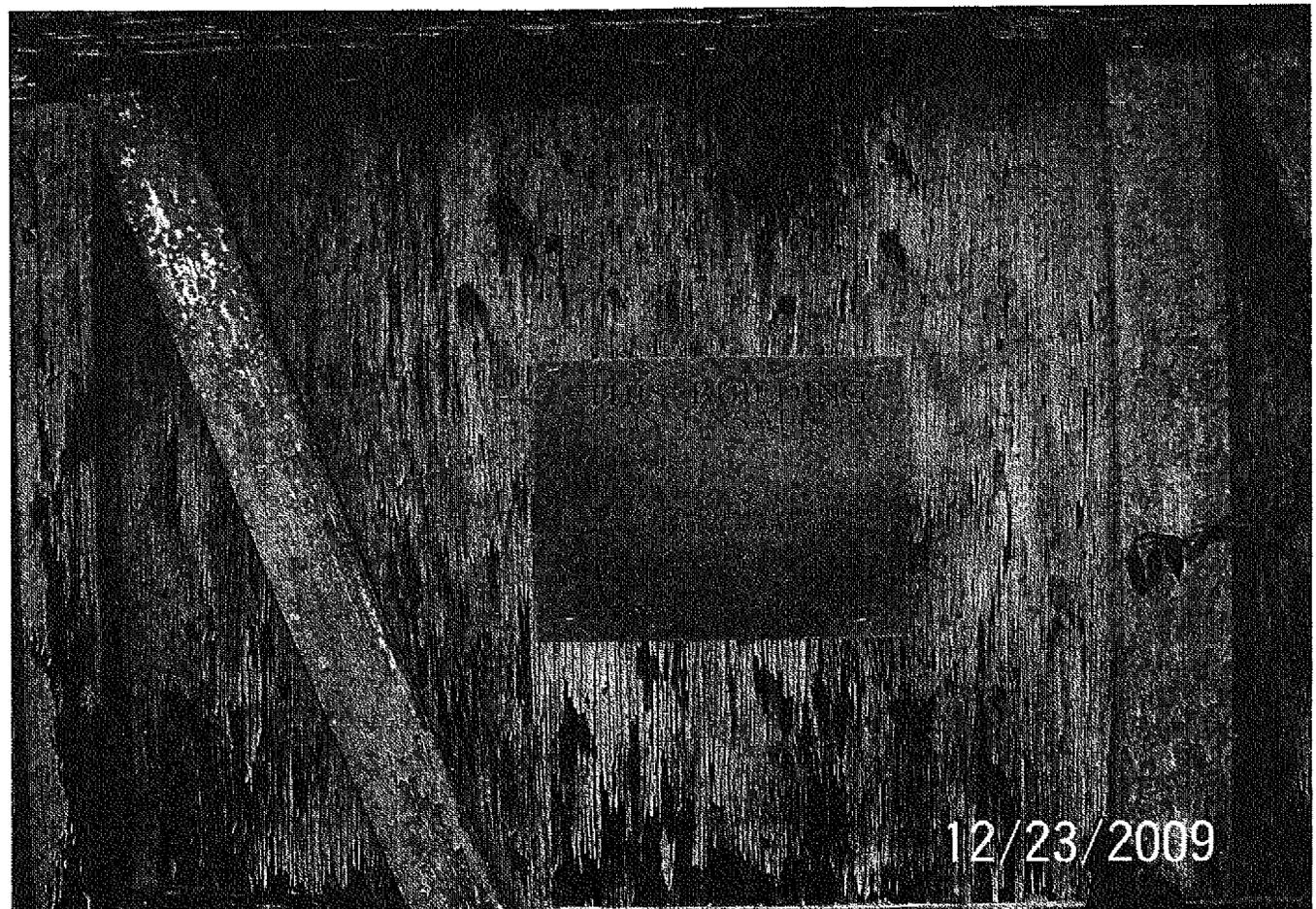
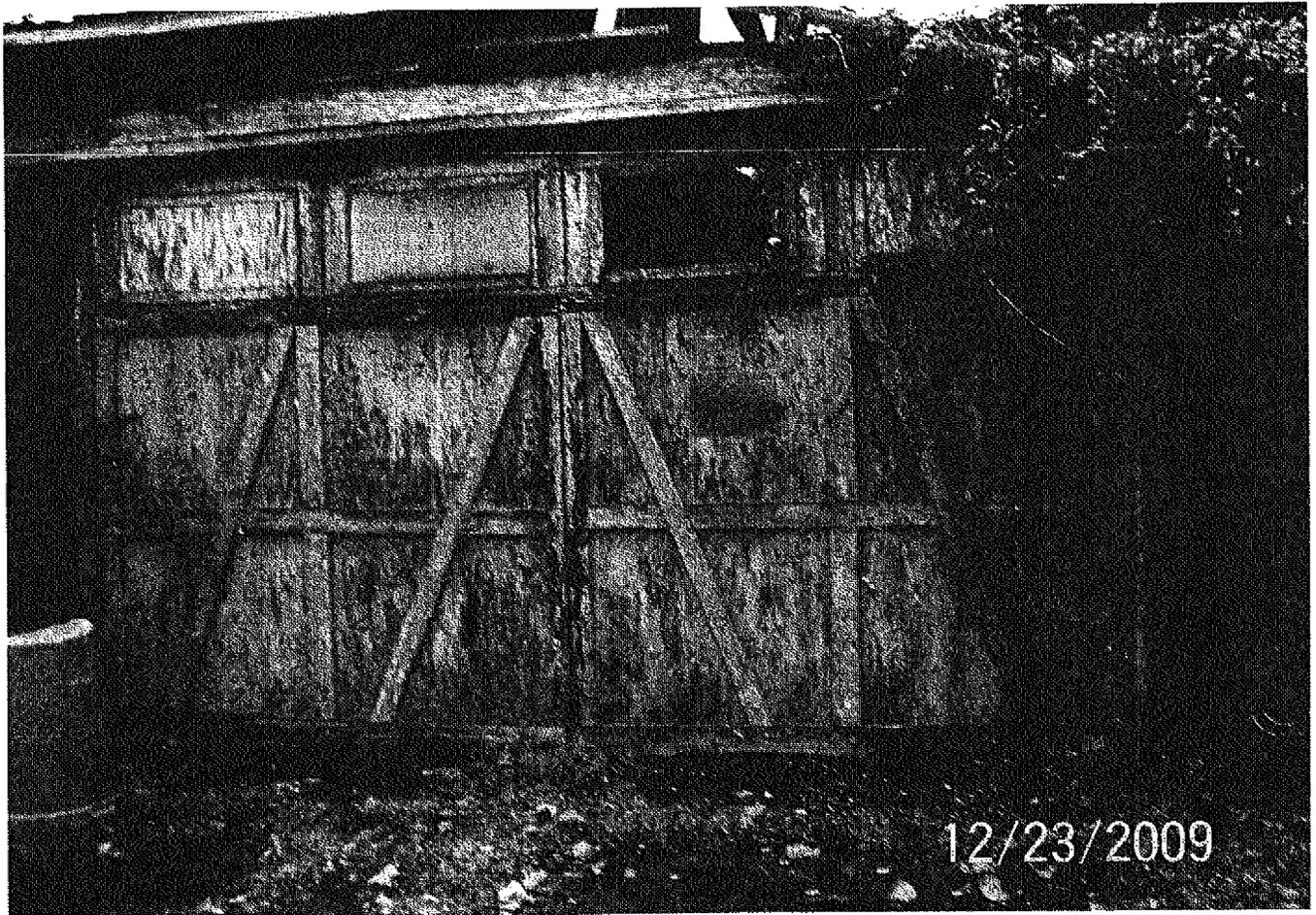


823 N. 21st Street



823 N. 21st St.

2-15-10 (RVD)





12/23/2009



12/23/2009



12/23/09



12/23/2009





7A.

ORDINANCE NO. _____

**AN ORDINANCE TO RELEASE A MAINTENANCE AND PUBLIC UTILITY
EASEMENT
LOCATED IN CLAYTON HEIGHTS, AN ADDITION
TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS**

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

SECTION 1: The City of Fort Smith, Arkansas, hereby releases, vacates and abandons all its rights together with the rights of the public generally to the maintenance and public utility easement located in the hereinafter described real property:

Part of Lot 7, Clayton Heights to the City of Ft. Smith, Arkansas being more particularly described as follows:

Commencing at an existing iron pin marking the Southeast Corner of Lot 7, Clayton Heights. Thence along the East line of said Lot 7, North 03 degrees 28 minutes 50 seconds East, 28.00 feet to the Point of Beginning. Thence leaving said East line, North 86 degrees 30 minutes 22 seconds West, 5.00 feet. Thence North 03 degrees 28 minutes 50 seconds East, 56.93 feet to the South Right of Way line of Clayton Court. Thence along said right of way line, around a curve to the left having a radius of 50.00 feet and subtended by a chord bearing and distance of South 72 degrees 55 minutes 16 seconds East, 5.14 feet to an existing iron pin. Thence leaving said right of way line, South 03 degrees 28 minutes 50 seconds West, 55.72 feet to the Point of Beginning, containing 281.38 square feet.

The maintenance and public utility easement being released, vacated and abandoned is no longer required for municipal corporate purposes.

*Approved as to form
JEC
No publication required*

SECTION 2: A copy of the Ordinance duly certified by the City Clerk shall be filed with the Office of the Recorder of the County and recorded in the deed records of the County.

PASSED AND APPROVED THIS _____ DAY OF APRIL 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

Memo

To: Dennis Kelly, City Administrator
From: Wally Bailey, Director of Development Services
Date: 4/1/2010
Re: Request for Abandonment of a Maintenance and Public Utility Easement
Clayton Heights, Lot 7

We received a request from Ricky Hill with Satterfield Land Surveyors, agent for Samar Perry, to abandon a five (5) foot maintenance and public utility easement on Lot 7 in Clayton Heights. A copy of the applicant's request is enclosed.

Also enclosed is a vicinity map showing the location of the property and Exhibit "A" showing the location of the five (5) foot maintenance and public utility easement proposed for abandonment. Lots 6, 7, and 8 are being replatted into two lots (6A and 7A). The easement is no longer needed and should be abandoned to permit the construction of a future residence on the new Lot 7A.

The request to abandon the easement was reviewed by the franchise utility companies and applicable city departments. No objections were received.

Enclosed for the Board's consideration is an ordinance authorizing the abandonment of the five (5) foot maintenance and public utility easement.

Please contact me if you have any questions regarding this item.

Enc.

CITY OF FORT SMITH, ARKANSAS
DEPARTMENT FOR ACQUISITION OF PUBLIC RIGHTS OF WAY, ALLEY OR PUBLIC
EASEMENT

City Clerk

FILED 3-9-10
S. Gard

APPLICATION:

Indicate one contact person for application: _____ Applicant Representative

Applicant (owner)

Representative (engineer, attorney, realtor, etc)

Name: _____

Name: Ricky Hill/Satterfield Land Surveyors

Address: _____

Address: P.O. Box 640, Alma, AR 72921

Telephone Number: _____

Telephone Number: (479) 632-3565

E-Mail: _____

E-Mail: ricky@slsurveying.com

Site Address/Location: 3500 Block of Clayton Court, Ft. Smith, Arkansas

Legal Description of area to be vacated (attach separate sheet if necessary): _____

SEE ATTACHED

Assessor's Parcel Number for Subject Property: 11337-0007-00000-00

Reason for Request: To close easement to provide space to build residence.

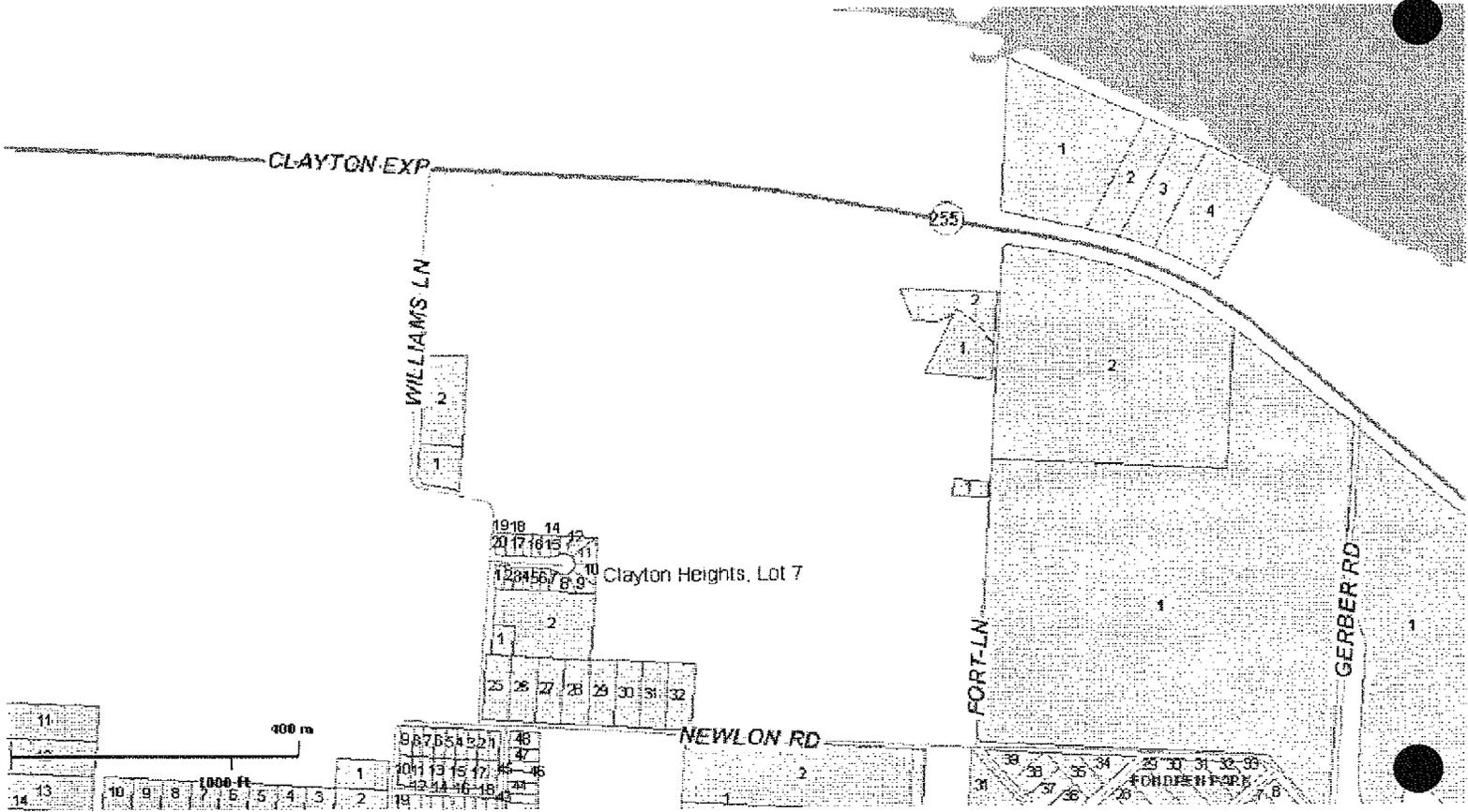
Current Status of Right-of-Way Development: No existing utilities occupy said
_____ maintenance & utility easement.

APPLICANT/REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval.

I understand that if it is determined following review of the application by city staff that ongoing utility interests must be protected through easement dedications, the applicant or his authorized agent shall be required to develop and submit a fully executed easement. No action will be taken by the Board of Directors on an abandonment request until said easement is on file with the city or until staff and/or franchisees have determined that no utility easement is necessary.

Vicinity Map

Clayton Heights, Lot 7



©2009 City of Fort Smith, AR. Printed on Wed Mar 31 2010 03:11:01 PM.

7B

RESOLUTION NO. _____

**A RESOLUTION GRANTING A TEMPORARY REVOCABLE LICENSE FOR THE
PLACEMENT OF A LANDSCAPED ISLAND AND ROCK COLUMN IN A
PUBLIC RIGHT-OF-WAY
AND
AUTHORIZING MAYOR TO EXECUTE AGREEMENT**

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

SECTION 1: A Temporary Revocable License is hereby granted to ERC Land Development Group, LLC, their successors or assigns for the placement and maintenance of an entryway feature associated with the Reata Subdivision consisting of a landscaped island and rock column at 6801 Massard Road in a public right-of-way as shown in Exhibit "A."

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

THIS RESOLUTION ADOPTED THIS _____ DAY OF APRIL 2010.

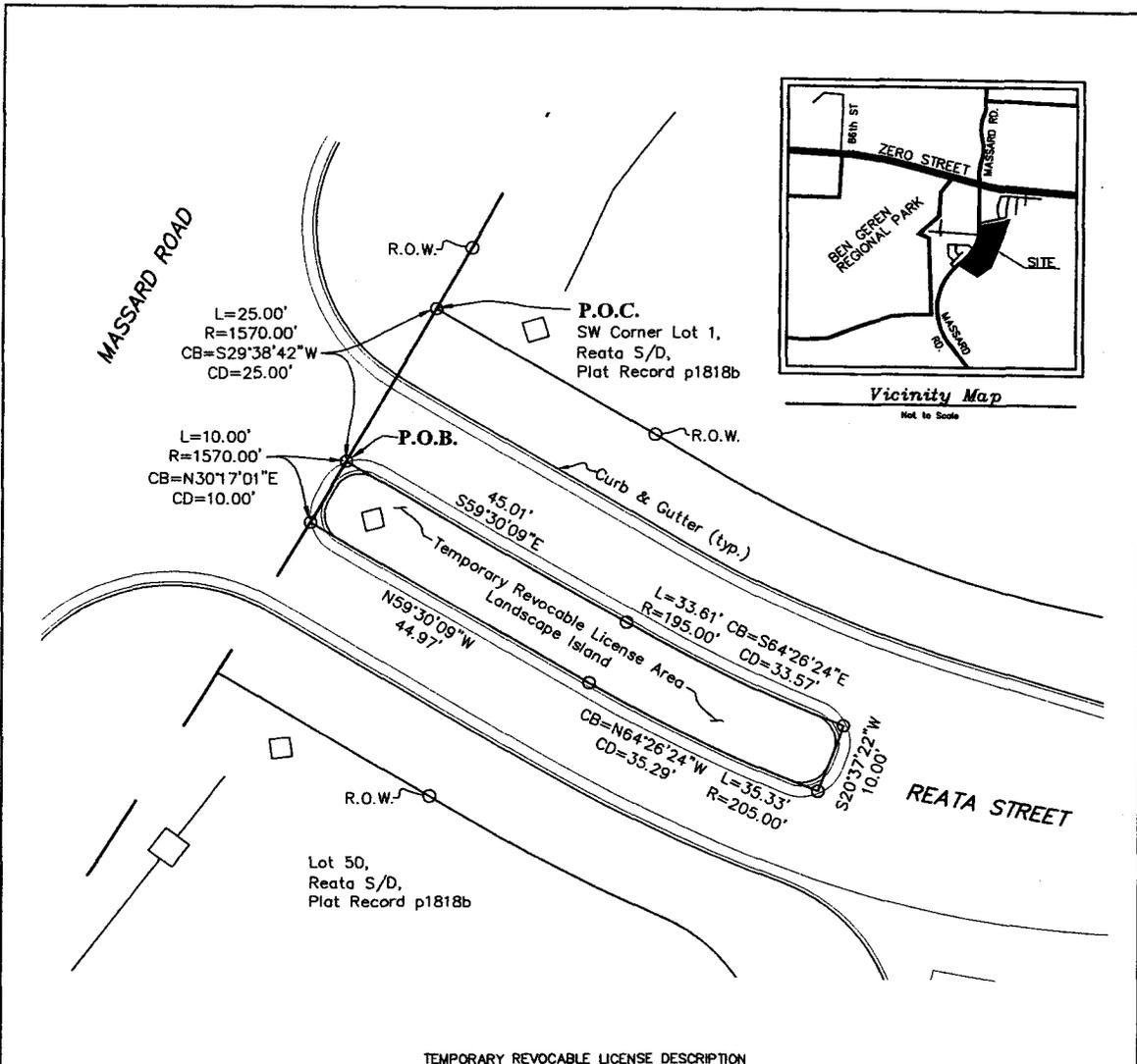
APPROVED:

Mayor

ATTEST:

City Clerk

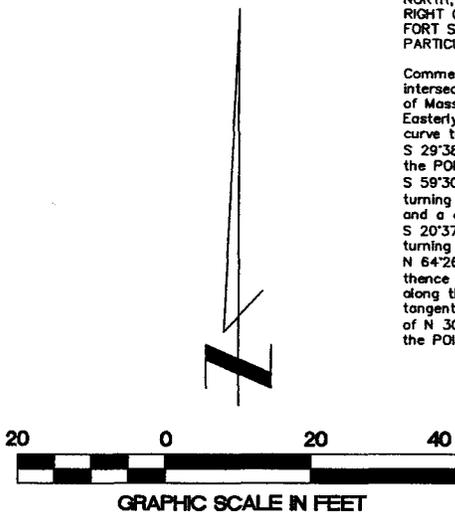
*Approved as to form
JSE
No publication required*



TEMPORARY REVOCABLE LICENSE DESCRIPTION

A PART OF THE SE 1/4, AND PART OF THE SW 1/4, FRACTIONAL SECTION 6, TOWNSHIP 7 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALSO BEING A PART OF THE RIGHT OF WAY OF REATA STREET AS SHOWN ON THE FINAL PLAT, REATA SUBDIVISION, FORT SMITH, PLAT RECORD p1818b, SEBASTIAN COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the SW Corner of Lot 1, of said Reata Subdivision, also being at the intersection of the Northerly Right of Way of Reata Street and the Easterly Right of Way of Massard Road; thence leaving the Northerly Right of Way of Reata Road along the Easterly Right of Way of Massard Road in a Southwesterly direction with a non tangent curve turning to the right with a radius of 1570.00 feet, having a chord bearing of S 29°38'42" W and a chord distance of 25.00 feet and an arc length of 25.00 feet to the POINT OF BEGINNING; thence leaving the Easterly Right of Way of Massard Road S 59°30'09" E 45.01 feet; thence in a Southeasterly direction with a tangent curve turning to the left with a radius of 195.00 feet, having a chord bearing of S 64°26'24" E and a chord distance of 33.57 feet and an arc length of 33.61 feet; thence S 20°37'22" W 10.00 feet; thence in a Northwesterly direction with a non tangent curve turning to the right with a radius of 205.00 feet, having a chord bearing of N 64°26'24" W and a chord distance of 35.29 feet and an arc length of 35.33 feet; thence N 59°30'09" W 44.97 feet to the Easterly Right of Way of Massard Road; thence along the Easterly Right of Way of Massard Road in a Northeasterly direction with a non tangent curve turning to the left with a radius of 1570.00 feet, having a chord bearing of N 30°17'01" E and a chord distance of 10.00 feet and an arc length of 10.00 feet to the POINT OF BEGINNING and containing 0.02 acres, more or less.



Legend:

O P.I.

Temporary Revocable
License Exhibit
Reata Street R.O.W.
Fort Smith, Arkansas

EDA Consulting Engineering Landscape Architecture Land Surveying	DRAWN BY: GEN
	DATE: 03-10-10
Engineering Design Associates, P.A. 134 W. EMMA Springdale, Arkansas 72764 (479) 756-1266 Fax: (479) 756-2129	SCALE: 1" = 20'
	JOB NUMBER: 1422
DESCRIPTION: P:\projects\1422\dwg\1422ROW\exhibit.dwg	FILE NAME: 1422ROW\exhibit
3/10/2010 1:19:44 PM CST	SHEET 1 OF 1

Memo

To: Dennis Kelly, City Administrator
From: Wally Bailey, Director of Development Services
Date: March 31, 2010
Subject: Temporary Revocable License for the Placement of a landscape island and rock column in a Public Right-of-Way at 6801 Massard Road

Rob Coleman with ERC Land Development Group, LLC, has requested a Temporary Revocable License for the placement of an approximate 10' x 64' landscape island and a 4' x 10' rock column in a public right-of-way at 6801 Massard Road associated with the Reata Subdivision at Chaffee Crossing.

Mr. Coleman's application as well as the following documents are enclosed:

- Site plan and vicinity map labeled as "Exhibit A" showing the location of the landscape work island and rock column
- A photograph of the rock column and landscape island

The request was reviewed by the appropriate city departments and the franchise utility companies. We received no objections to the request.

Enclosed is a copy of the Temporary Revocable License Agreement, which has been signed by Rob Coleman agreeing to the terms of the Temporary Revocable License.

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

Enc.

ERC PROPERTIES



April 1, 2010

City of Fort Smith
Planning Department
Fort Smith, AR

Re: Reata Subdivision
Chaffee Crossing Addition

To Whom It May Concern,

The purpose of this letter is for a more detailed response to the reason that ERC Land Development Group, LLC has requested a Temporary Revocable License for the Reata Subdivision.

Our intent for license is to provide a beautiful entrance to the community for the residence that will be living in this neighborhood and also to following the aesthetics already set by the existing subdivisions (i.e. The Woods at Chaffee Crossing, Cisterna Villa) in the Chaffee Crossing area.

If we may be of further assistance, please let us know.

Yours very truly,

Nicole Swanson

for Rob Coleman
Vice President,
ERC Land Development, LLC

CITY OF FORT SMITH, ARKANSAS
REQUEST FOR TEMPORARY REVOCABLE LICENSE

APPLICATION:

Indicate one contact person for application: Applicant Representative

Applicant (owner)

Representative (engineer, attorney, realtor, etc)

Name: ROB COLEMAN
ERC LAND DEVELOPMENT
Address: 813 FORT STREET
BARLING ARKANSAS 72923

Name: _____
Address: _____

Telephone Number: 479-478-5103

Telephone Number: _____

E-Mail: ROB@ERC.COM

E-Mail: _____

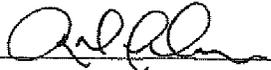
Site Address/Location: KEATA

Legal Description of area for which Temporary Revocable License is requested: attach separate sheet if necessary): ATTACHED

Reason for Request: CITY REQUIRES PERMIT FOR CENTER ISLAND AMENITIES.

APPLICANT/REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval.

Name: (printed) ROB COLEMAN

Signature:  Date: 3-10-2010

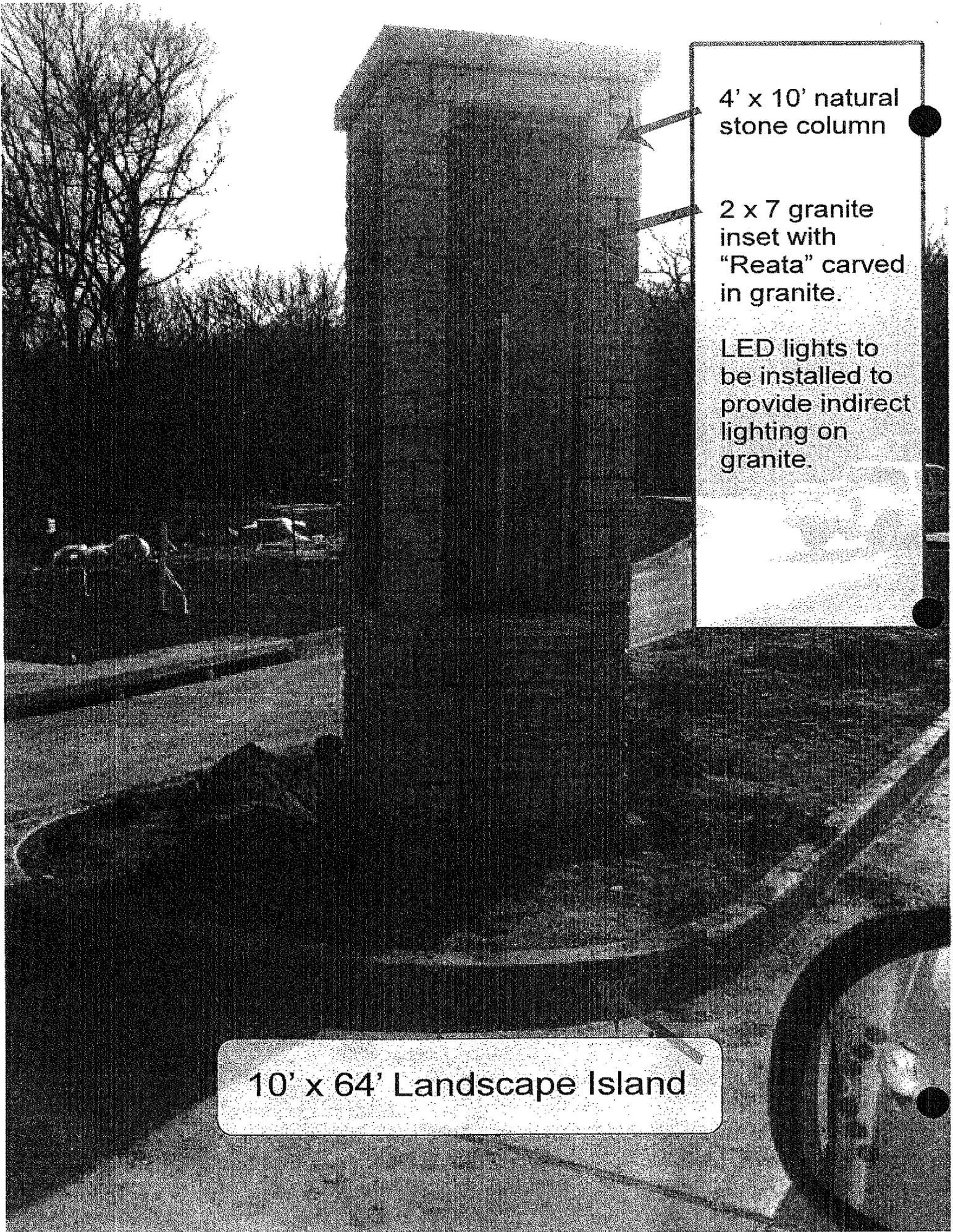
Property Owner(s)/Authorized Agent: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is subject of this application and that I/we have read this application and consent to its filing.

Note: If application is signed by authorized agent, all owners must sign and submit "Authorization of Agent" form.

TEMPORARY REVOCABLE LICENSE DESCRIPTION

A PART OF THE SE 1/4, AND PART OF THE SW 1/4, FRACTIONAL SECTION 6, TOWNSHIP 7 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALSO BEING A PART OF THE RIGHT OF WAY OF REATA STREET AS SHOWN ON THE FINAL PLAT, REATA SUBDIVISION, FORT SMITH, PLAT RECORD p1818b, SEBASTIAN COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the SW Corner of Lot 1, of said Reata Subdivision, also being at the intersection of the Northerly Right of Way of Reata Street and the Easterly Right of Way of Massard Road; thence leaving the Northerly Right of Way of Reata Road along the Easterly Right of Way of Massard Road in a Southwesterly direction with a non tangent curve turning to the right with a radius of 1570.00 feet, having a chord bearing of S 29°38'42" W and a chord distance of 25.00 feet and an arc length of 25.00 feet to the POINT OF BEGINNING; thence leaving the Easterly Right of Way of Massard Road S 59°30'09" E 45.01 feet; thence in a Southeasterly direction with a tangent curve turning to the left with a radius of 195.00 feet, having a chord bearing of S 64°26'24" E and a chord distance of 33.57 feet and an arc length of 33.61 feet; thence S 20°37'22" W 10.00 feet; thence in a Northwesterly direction with a non tangent curve turning to the right with a radius of 205.00 feet, having a chord bearing of N 64°26'24" W and a chord distance of 35.29 feet and an arc length of 35.33 feet; thence N 59°30'09" W 44.97 feet to the Easterly Right of Way of Massard Road; thence along the Easterly Right of Way of Massard Road in a Northeasterly direction with a non tangent curve turning to the left with a radius of 1570.00 feet, having a chord bearing of N 30°17'01" E and a chord distance of 10.00 feet and an arc length of 10.00 feet to the POINT OF BEGINNING and containing 0.02 acres, more or less.



4' x 10' natural
stone column

2 x 7 granite
inset with
"Reata" carved
in granite.

LED lights to
be installed to
provide indirect
lighting on
granite.

10' x 64' Landscape Island

TEMPORARY REVOCABLE LICENSE AGREEMENT

SECTION 1: On _____, 2010, the Board of Directors passed Resolution No. _____ granting a temporary revocable license to ERC Land Development Group, LLC, their successors or assigns for the placement and maintenance of an entryway feature associated with the Reata Subdivision consisting of a landscaped island and rock column as shown in Exhibit "A" and placed in the public right-of-way at 6801 Massard Road.

SECTION 2: The City shall have no responsibility for the maintenance of the landscaped island and rock column. If the landscaped island and/or rock column are damaged in any manner, same shall be removed by the licensee at the licensee=s sole cost and expense in a manner meeting the approval of the City Administrator. Upon thirty (30) days notice from the City Administrator, the licensee shall remove the landscaped island and rock columns from the public right-of-way at the licensee=s sole cost and expense and in a manner meeting the approval of the City Administrator. The licensee shall hold the City harmless from and indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the placement and maintenance of said improvements. Should any City department or

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

SECTION 3: The terms of this temporary license are deemed accepted by the licensee by the licensees= signatures below.

In witness whereof, this document is executed this _____ day of _____

_____.

CITY OF FORT SMITH, ARKANSAS

BY: _____
Ray Baker, Mayor of Fort Smith

Attest:

City Clerk

ERC LAND DEVELOPMENT GROUP, LLC

BY: Rob Coleman MANAGER
Signature Title
Rob Coleman

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared, Ray Baker, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

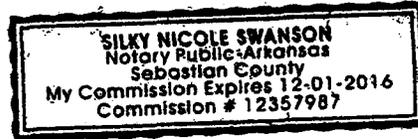
On this 31st day of March, 2010, before me, the undersigned notary public, personally appeared, Rob Coleman, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

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

Silky Nicole Swanson
Notary Public

My Commission Expires:

12-01-16



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT
WITH WEBSTER UNIVERSITY FOR SPACE ON THE LOWER LEVEL
OF THE CONVENTION CENTER ANNEX**

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

The Mayor is authorized to execute the attached lease with Webster University for a portion of the lower level of the Convention Center Annex (old city library), formerly the Children's Library. The space being leased is to be used as offices and classrooms for the Fort Smith Campus of Webster University for the period of June 1, 2010 through May 31, 2011.

THIS RESOLUTION ADOPTED this ____ day of April, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved - + per.
Ass't City Attorney NPR



MEMORANDUM

March 31, 2010

TO: Dennis Kelly, City Administrator

FROM: Ray Gosack, Deputy City Administrator

SUBJECT: Webster University

Since June, 2007, Webster University has leased from the city space in the basement of the convention center annex (the old library). Webster uses the space for classrooms and for office support. The university offers master's degree programs, and has graduated 120 students during the last 3 years. Students come from many of the larger employers in Fort Smith. The lease arrangement has worked well for both Webster University and the city. The current lease expires May 31st.

Webster desires to renew its lease for a one-year term beginning June 1, 2010. Webster has agreed to a rent increase from \$2,000 per month to \$2,070 per month. This adjustment is based on the change in the consumer price index.

Attached is a resolution approving a new lease agreement with Webster University for a one-year period beginning June 1, 2010. The staff recommends approval.

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

Attachments

cc: Diane Fagan, Webster University

Friday, March 19, 2010

Ray Gosack
Deputy City Administrator
623 Garrison Avenue
Fort Smith, Arkansas 72901

Dear Ray:

Beginning with the fall term in August of 2004, Webster University Fort Smith has offered its graduate programs from the 'Old Library', a location that is also home to the City's IT department. The building at 801 Carnall Avenue is graciously shared by the City and continues to be an excellent location. We would like to thank the City of Fort Smith for providing space at a time when it was imperative that we move from Fort Chaffee, where we had been offering graduate programs since 1989. Accessibility, parking, and all amenities are top of the line. Thank you.

Webster University's local graduate program offers Master's degrees in Human Resources Management, Information Technology and Business Administration. Of course, the most popular Master's across the entire Webster University system is the MBA. Fort Smith's enrollment continues to mirror that trend. Since our relocation, Webster University has graduated a total of 120 students. Companies represented by these graduates are as follows: ABF, AOG, Air Systems, Baldor, Datatronics, Gerdau, Gerber, Golden Living, Pernod Ricard, QualServ, Rheem, Sparks, Trane, and USA Truck. Obviously, this program is serving the needs of a diverse employee base, one that continues to aspire and work toward improving their futures even in the midst of difficult economic times.

This year's Commencement celebrating these graduates will be held on May 8, 2 p.m. at 801 Carnall Avenue. Please extend our invitation to the Board and thank you for your continued support of our graduate program.

Respectfully Yours,

Diane Fagan
Senior Director

Lease Agreement

This Lease Agreement executed this ____ day of April, 2010, between the City of Fort Smith, Arkansas, LESSOR, and Webster University, 470 East Lockwood Avenue, St. Louis, MO 63119-3194, LESSEE, witness:

1. The primary term of this Agreement shall be a period of one (1) year, commencing effective June 1, 2010, and continuing through May 31, 2011.
2. The Lessor hereby leases to the Lessee, at the rental rate of \$2,070 per month, the following property of the City of Fort Smith, Arkansas: the lower level of the Convention Center Annex (old city library), formerly used as the Children's Library.
3. The Lessee shall use said premises solely for offices and classrooms of Webster University - Fort Smith Campus.
4. The Lessor agrees to provide space for two classrooms and a computer lab. Lessor shall provide all utilities, excepting telephone and internet services, and shall include in the price of the lease janitorial services. Lessee will provide and pay for its own telephone and internet service. Lessee shall obtain the prior written approval of the City Administrator for all installations of fixtures and all interior or exterior modifications to the premises. Lessee shall, at its expense, maintain the center in good and reasonable repair, ordinary wear and tear excepted.
5. The Lessee hereby releases the City of Fort Smith from all liability which might arise out of its use of the said premises and hereby agrees to indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any all claims (including, but not limited to, any based on the civil rights and anti-discrimination statutes of the United States and the State of Arkansas), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City property, and the cost of liabilities (including the City's cost with respect

to its employees and of defending any and all such actions and proceedings described herein) arising out of or pertaining to the providing of services hereunder by the Lessee.

6. The Lessee shall not sub-lease said property without the prior express written permission of the City Administrator.

7. It is agreed by Lessee that the Lessor shall have the right, at all reasonable times, to inspect the facilities and programs being provided by the Lessee under this Agreement. After inspection or investigation, the Lessor shall have the right to notify the Lessee, in writing, of any deficiencies in the program and/or facilities provided under this Agreement, and, if such deficiencies are not cured to Lessor's sole satisfaction within thirty (30) calendar days from the date of such written notice, the Lessor shall have the absolute right to terminate this Agreement immediately. Furthermore, the Lessor in its sole discretion shall have the right to cancel this Agreement upon the happening of any of the following:

- a. Any substantial damage to or destruction of the leased facilities by fire, wind, or other casualty; or
- b. A determination by the Board of Directors of the City of Fort Smith that the purpose for which the facility was provided by Lessor is no longer being adhered to; or
- c. A determination by the Board of Directors of the City of Fort Smith that the Lessee, its employees or agents, in the providing of the services in the leased facilities, have violated the Lessor's policy against discrimination on the basis of age, sex, religion, race, national origin, political affiliation, handicap, veteran status, or have violated the Lessor's policy in favor of a drug-free work place.

Termination or cancellation of this Agreement by the Lessor prior to the end of the term of the Agreement shall require the approval of the Board of Directors of the City of Fort Smith.

8. The Lessee may cancel this Agreement upon thirty (30) days' written notice to Lessor.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date first set forth above.

WEBSTER UNIVERSITY

By: *D. D. [Signature]*
Title: *Vice President of Finance*

CITY OF FORT SMITH, ARKANSAS

Ray Baker, Mayor

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING FILING OF ANNEXATION
PETITION WITH SEBASTIAN COUNTY COURT

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

The City, as the owner of the approximate 412.30 acre tract described in the attached
Petition for Annexation of Adjoining Territory by Owners, hereby authorizes and directs the City
Administrator and the City Attorney to present said Petition for Annexation to the Sebastian
County Court.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form

JPC

City Attorney

No Publication Required



MEMORANDUM

March 31, 2010

TO: Dennis Kelly, City Administrator

FROM: Ray Gosack, Deputy City Administrator

SUBJECT: Annexation of Landfill Property

Attached for the board of directors' consideration is a resolution authorizing the filing of an application to annex landfill property owned by the city into the City of Fort Smith. A map showing the location of the property is also attached.

The city acquired this property from the federal government at no cost to the city through the conversion of parts of Fort Chaffee to civilian re-use. The area is approximately 412 acres, and is contiguous to the other landfill property owned by the city. This expansion area will help meet the region's solid waste disposal needs well into the second half of the 21st Century.

Following passage of the resolution, the city attorney will file a petition for annexation with the Sebastian County Court. After the county's detachment of the land area from the unincorporated areas, the annexation request will come before the board of directors.

We've also identified another tract of land for annexation. There's a parcel of 24.7 acres owned by the Fort Chaffee Redevelopment Authority south of Ben Geren Regional Park. The FCRA board will be considering annexation of this tract at its April meeting. If it concurs with the annexation, we'll process the two annexations simultaneously.

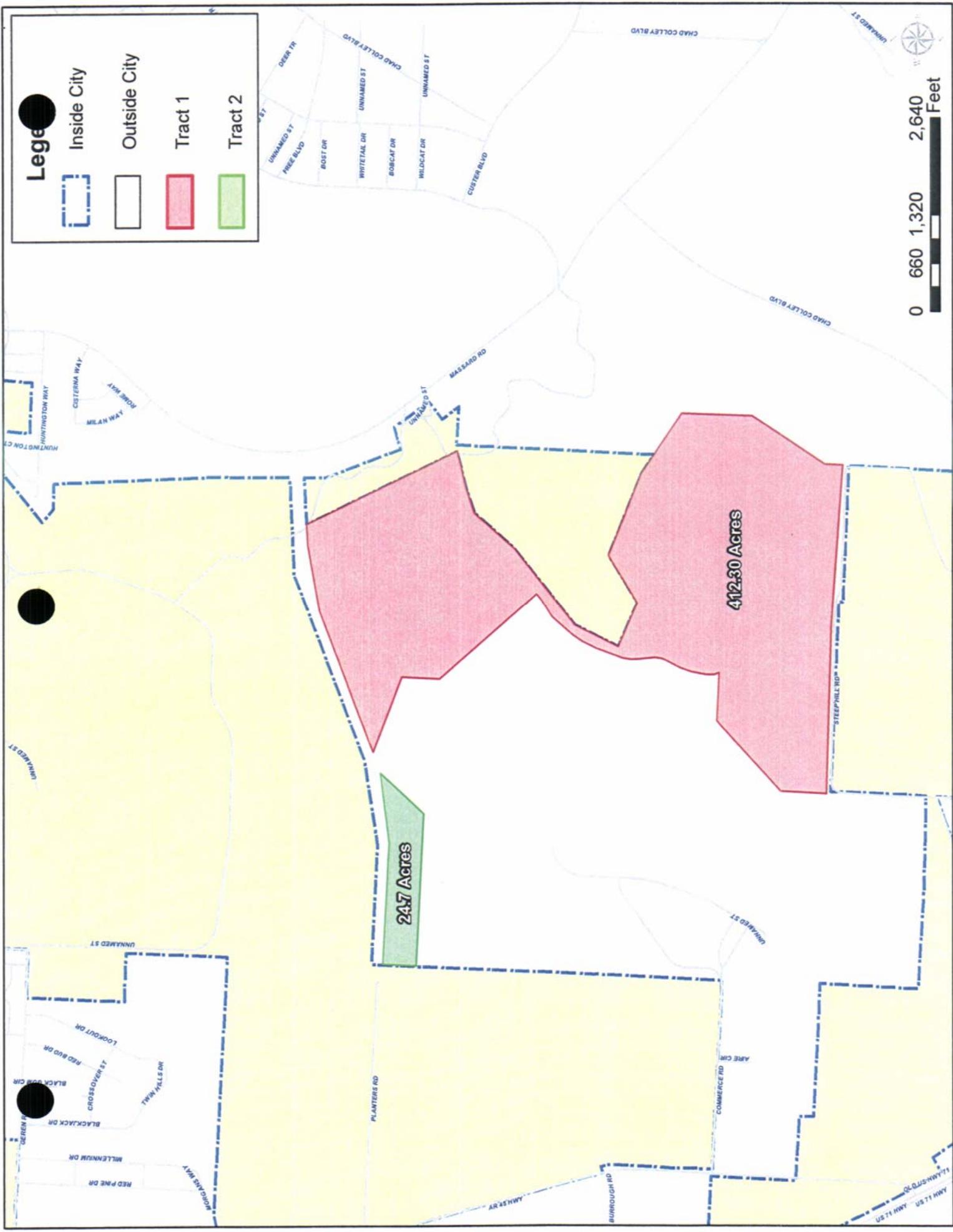
The staff recommends passage of the attached resolution. This will begin the process for annexing landfill property owned by the city into the City of Fort Smith.

Attachments

Ray

Legend

- Inside City
- Outside City
- Tract 1
- Tract 2



DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

KMW BUILDING
58 SOUTH SIXTH STREET
P.O. BOX 1446
FORT SMITH, AR 72902
TELEPHONE (479) 782-0361
FAX (479) 782-6160

COMMERCE PARK II BUILDING
2049 EAST JOYCE BOULEVARD, SUITE 401
FAYETTEVILLE, AR 72703
TELEPHONE (479) 582-0361
FAX (479) 251-8111

JAMES E. WEST
PHILLIP E. NORVELL*
DALE CARLTON *

OF COUNSEL

HARRY P. DAILY (1886-1965)
JOHN P. WOODS (1886-1976)
JOHN S. DAILY (1912-1987)
BEN CORE (1924-2007)

WRITER'S E-MAIL ADDRESS
JCanfield@DailyWoods.com

JERRY L. CANFIELD, P.A.
THOMAS A. DAILY, P.A.
WYMAN R. WADE, JR., P.A.
DOUGLAS M. CARSON, P.A.
ROBERT R. BRIGGS, P.A. †*
C. MICHAEL DAILY, P.A. †
COBY W. LOGAN*
L. MATTHEW DAVIS†
COLBY T. ROE

* Fayetteville Office

† Also Licensed in Oklahoma

° Certified Mediator

March 17, 2010

Mr. Ray Gosack
Deputy City Administrator
623 Garrison Avenue, 3rd Floor
Fort Smith, AR 72901

Re: Annexation of Landfill Properties and FCRA Properties South of Ben Geren

Dear Mr. Gosack:

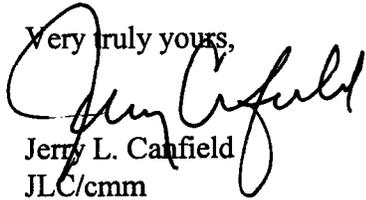
I am enclosing a Petition for Annexation of adjoining property by property owners. The Petition covers the approximate 400 acres of landfill property that is currently annexed to the City as well as a 24 acre tract owned by the Fort Chaffee Redevelopment Authority.

If the City desires to proceed with the annexation, we suggest that a resolution be adopted by the Board authorizing the filing of the Petition for Annexation. A similar resolution should be adopted by the Fort Chaffee Redevelopment Authority. I am enclosing drafts of those resolutions. I assume that you will make a contact with the FCRA.

Once the Petition is filed, the notice must be issued regarding the hearing of the matter by the county court. We will prepare such a notice once the board and the FCRA have approved the filing of the Petition.

Thank you for your attention in this matter.

Very truly yours,


Jerry L. Canfield
JLC/cmm

Enclosures

**IN THE COUNTY COURT OF SEBASTIAN COUNTY, ARKANSAS
GREENWOOD DISTRICT**

In Re:

NO. _____

**Petition by the City of Fort Smith, Arkansas,
and the Fort Chaffee Redevelopment
Authority for Annexation of Real Property
to the City of Fort Smith**

PETITIONERS

PETITION FOR ANNEXATION OF ADJOINING TERRITORY BY OWNERS

COME NOW the Petitioners, the City of Fort Smith, Arkansas, and the Fort Chaffee Redevelopment Authority and, for their Petition for Annexation of Adjoining Territory by Owners to the County Court of Sebastian County, Arkansas, state as follows:

1. The Petitioners are the owners of certain lands adjoining the City of Fort Smith, which are within Sebastian County, Arkansas, more particularly described in paragraph 3 of this Petition.
2. This Petition is being filed pursuant to legislation codified in A.C.A. § 14-40-601, et seq. Venue is in the County Court of Sebastian County, Arkansas, pursuant to A.C.A. § 14-40-601 (a).
3. The lands that adjoin the City of Fort Smith that are subject to this Petition are described as follows:

A part of the East Half (E½) of Section 12, and a part of the Northeast Quarter (NE¼) of Section 13, Township 7 North, Range 32 West, a part of the West Half (W½) of Section 7, and a part of the Northwest Quarter (NW¼) of Section 18, Township 7 North, Range 31 West, Sebastian County, Arkansas. More particularly described as follows:

Commencing at the Northwest (NW) corner of said Section 13; thence Southerly 660 feet more or less along the West line of said Section 13 to the South boundary of the City of Fort Smith Landfill - Phase II; thence Easterly along said

South boundary 2,620 feet more or less to the West line of said NE¼ of said Section 13; thence Southerly along said South boundary and along said West line 1,320 feet more or less to the Southern most point of said South boundary and the point of beginning, said point also being on the Easterly boundary of the City of Fort Smith Sanitary Landfill - Phase II; thence North 48°20'10" East, 1,295.12 feet along said boundary; thence S87 °03'59" East, 655.60 feet along said boundary; thence North 19°17'07" West, 70.87 feet along said boundary; thence North 01°57'55" West, 109.5 feet along said boundary; thence North 11°24'34" East, 205.54 feet along said boundary; thence North 19°22'06" East, 157.73 feet along said boundary; thence North 27°35'04" East, 214.81 feet along said boundary; thence North 26°04'17" East, 51.91 feet along said boundary; thence North 10°02'11" East, 99.04 feet along said boundary; thence North 06°36'27" West, 215.11 feet along said boundary; thence North 01°56'09" West, 107.67 feet along said boundary; thence North 07°18'34" East, 109.42 feet along said boundary; thence North 20 °46'09" East, 373.35 feet along said boundary; thence North 27°25'37" East, 214.06 feet along said boundary; thence North 35°19'03" East, 157.46 feet along said boundary; thence North 42°08'56" East, 362.80 feet along said boundary; thence North 57°14'10" East, 159.89 feet along said boundary; thence North 60°35'17" East, 102.30 feet along said boundary; thence North 50°48'07" East, 113.92 feet along said boundary; thence North 41°14'00" West, 1,737.56 feet along said boundary; thence North 02°54'16" West, 508.29 feet along said boundary; thence North 69°14'09" West, 1,095.41 feet along said boundary to the proposed South right of way of Planters Road; thence North 69°42'13" East, 2,059.91 feet along said right of way; thence North 80°03'44" East, 912.34 feet along said right of way; thence North 87°19'03" East, 290.53 feet along said right of way; thence South 25°57'49" East, 2,250.89 feet; thence South 76°51'52" West, 513.95 feet; thence South 71 °23'41" West, 370.00 feet; thence South 41 °52'34" West, 715.00 feet; thence South 52°38'33" West, 1,335.00 feet; thence South 27°03'37" West, 640.00 feet; thence South 66°46'38" East, 650.00 feet; thence North 59°53'13" East, 760.00 feet; thence South 68°36'50" East, 1,200.00 feet; thence South 56°35'28" East, 980.00 feet; thence South 02°08'47" West, 950.88 feet; thence South 33°42'46" West, 1,180.24 feet; thence South 02°33'42" West, 242.28 feet; thence North 85°53'39" West, 2,179.05 feet; thence North 88°21'20" West, 2,320 feet more or less to a point on the West line of said NE¼ of Section 13, said point being 50.00 feet North of the SW corner thereof; thence Northerly, 624 feet more or less along said West line to the point of beginning; containing 412.30 acres, more or less. The identified property is shown as Tract 1 on the attached Exhibit "A."

AND

A tract of land situate in the County of Sebastian, State of Arkansas: that part of the North Half (N½) of the West Half (W½) of Section 12, Township 7 North, Range 32 West, being more particularly described as follows:

Beginning at Monument Number LF04=FSCLF-344, also being the common property line between the City of Fort Smith Sanitary Landfill and the Fort Chaffee Military Reservation boundary; thence North 02°47'29" East, approximately 463.90 feet, to a point of intersection with the proposed south right-of-way of Planters Road; thence along said south right-of-way the following courses and distances: South 87°02'26" East, approximately 2259.10 feet, to a point; thence North 69°42'11" East, approximately 377.74 feet, to the intersection of the common property line between the Fort Chaffee Military Reservation boundary and the City of Fort Smith Landfill; thence along said common property line South 43°03'16" West, approximately 801.30 feet, to a point; thence North 87°02'30" West, approximately 2088.72 feet, to the point of beginning, and containing 24.70 acres, more or less. The identified property is shown as Tract 2 on the attached Exhibit "A."

Attached hereto as Exhibit "A" is a map depicting the boundary lines of the City of Fort Smith, Arkansas, as it exists and relates to the above-described real properties owned by the Petitioners.

4. The Petitioners hereby petition the County Court of Sebastian County, Arkansas, to enter an Order, after proper notice and hearing, granting the annexation of said real property to the City of Fort Smith, Sebastian County, Arkansas.

DATED this ____ day of _____, 2010.

CITY OF FORT SMITH, ARKANSAS

FORT CHAFFEE REDEVELOPMENT
AUTHORITY

DAILY & WOODS, P.L.L.C
P.O. Box 1446
Fort Smith, AR 72902-1446
(479) 782-0361

By: _____
Jerry L. Canfield
ABA #70016
Attorney for Petitioners

**IN THE COUNTY COURT OF SEBASTIAN COUNTY, ARKANSAS
GREENWOOD DISTRICT**

In Re:

NO. _____

**Petition of the City of Fort Smith, Arkansas,
and the Fort Chaffee Redevelopment
Authority for Annexation of Real Property
to the City of Fort Smith**

PETITIONERS

NOTICE

Notice is hereby given that a Petition was filed with the County Clerk of Sebastian County, Arkansas, on the _____ day of _____, 2010, praying for the annexation of certain real properties situated in Sebastian County, Arkansas, alleging that the Petitioners are the owners of all said real properties proposed to the annexed. Said real properties proposed to be annexed are a portion of Sebastian County, Arkansas, more particularly described as follows:

A tract of land situate in the County of Sebastian, State of Arkansas: that part of the East Half (E½) of Section 12, and a part of the Northeast Quarter (NE¼) of Section 13, Township 7 North, Range 32 West, a part of the West Half (W½) of Section 7, and a part of the Northwest Quarter (NW¼) of Section 18, Township 7 North, Range 31 West, more particularly described as follows:

Commencing at the Northwest (NW) corner of said Section 13; thence Southerly 660 feet more or less along the West line of said Section 13 to the South boundary of the City of Fort Smith Landfill - Phase II; thence Easterly along said South boundary 2,620 feet more or less to the West line of said NE¼ of said Section 13; thence Southerly along said South boundary and along said West line 1,320 feet more or less to the Southern most point of said South boundary and the point of beginning, said point also being on the Easterly boundary of the City of Fort Smith Sanitary Landfill - Phase II; thence North 48°20'10" East, 1,295.12 feet along said boundary; thence South 87°03'59" East, 655.60 feet along said boundary; thence North 19°17'07" West, 70.87 feet along said boundary; thence North 01°57'55" West, 109.15 feet along said boundary; thence North 11°24'34" East, 205.54 feet along said boundary; thence North 19°22'06" East, 157.73 feet along said boundary; thence North 27°35'04" East, 214.81 feet along said boundary; thence North 26°04'17" East, 51.91 feet along said boundary; thence North 10°02'11" East, 99.04 feet along said boundary; thence North 06°36'27" West, 215.11 feet along said

boundary; thence North 01°56'09" West, 107.67 feet along said boundary; thence North 07°18'34" East, 109.42 feet along said boundary; thence North 20°46'09" East, 373.35 feet along said boundary; thence North 27°25'37" East, 214.06 feet along said boundary; thence North 35°19'03" East, 157.46 feet along said boundary; thence North 42°08'56" East, 362.80 feet along said boundary; thence North 57°14'10" East, 159.89 feet along said boundary; thence North 60°35'17" East, 102.30 feet along said boundary; thence North 50°48'07" East, 113.92 feet along said boundary; thence North 41°14'00" West, 1,737.56 feet along said boundary; thence North 02°54'16" East, 508.29 feet along said boundary; thence North 69°14'09" West, 1,095.41 feet along said boundary to the proposed South right of way of Planters Road; thence North 69°42'13" East, 2,059.91 feet along said right of way; thence North 80°03'44" East, 912.34 feet along said right of way; thence North 87°19'03" East, 290.53 feet along said right of way; thence South 25°57'49" East, 2,250.89 feet; thence South 76°51'52" West, 513.95 feet; thence South 71°23'41" West, 370.00 feet; thence South 41°52'34" West, 715.00 feet; thence South 52°38'33" West, 1,335.00 feet; thence South 27°03'37" West, 640.00 feet; thence South 66°46'38" East, 650.00 feet; thence North 59°53'13" East, 760.00 feet; thence South 68°36'50" East, 1,200.00 feet; thence South 56°35'28" East, 980.00 feet; thence South 02°08'47" West, 950.88 feet; thence South 33°42'46" West, 1,180.24 feet; thence South 02°33'42" West, 242.28 feet; thence North 85°53'39" West, 2,179.05 feet; thence North 88°21'20" West, 2,320.10 feet, more or less, to a point on the West line of said NE¼ of Section 13, said point being 50.00 feet North of the SW corner thereof; thence North 02°54'20" East, 623.73 feet, more or less, along said West line to the point of beginning; containing 412.30 acres, more or less

AND

A tract of land situate in the County of Sebastian, State of Arkansas: that part of the North Half (N½) of the West Half (W½) of Section 12, Township 7 North, Range 32 West, being more particularly described as follows:

Beginning at Monument Number LF04=FSCLF-344, also being the common property line between the City of Fort Smith Sanitary Landfill and the Fort Chaffee Military Reservation boundary; thence North 02°47'29" East, approximately 463.90 feet, to a point of intersection with the proposed south right-of-way of Planters Road; thence along said south right-of-way the following courses and distances: South 87°02'26" East, approximately 2259.10 feet, to a point; thence North 69°42'11" East, approximately 377.74 feet, to the intersection of the common property line between the Fort Chaffee Military Reservation boundary and the City of Fort Smith Landfill; thence along said common property line South 43°03'16" West, approximately 801.30 feet, to a point; thence North 87°02'30" West, approximately 2088.72 feet, to the point of beginning, and containing 24.70 acres, more or less.

Notice is further given that said Petition for Annexation will be heard by the Sebastian County Court in the _____ of the Sebastian County Courthouse in _____, Arkansas, on the ____ day of _____, 2010, at _____ M.

CITY OF FORT SMITH, ARKANSAS

FORT CHAFFEE REDEVELOPMENT
AUTHORITY

DAILY & WOODS, P.L.L.C
P.O. Box 1446
Fort Smith, AR 72902-1446
(479) 782-0361

By: Jerry L. Canfield

Attorney for Petitioners

RESOLUTION NO. _____

7E

A RESOLUTION ESTABLISHING A SPECIAL AD HOC COMMITTEE
TO EXAMINE THE FEASIBILITY OF A RESTAURANT TAX AND TO
MAKE RECOMMENDATIONS RELATED TO OPERATION OF THE FORT SMITH
CONVENTION CENTER

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

SECTION 1: A Special Ad Hoc Committee, consisting of no less than five (5) and no more than seven (7) members, who are to be appointed by the Board of Directors, is established for the purpose of examining the feasibility of implementing and applying a 1% restaurant tax subject to approval of same by the voters of Fort Smith.

SECTION 2: The aforementioned Committee, in addition to examining the feasibility of the implementation of and the application of a potential restaurant tax, shall also assess and make a recommendation to the Board of Directors regarding the economic feasibility of conveying operation of the Fort Smith Convention Center to the Advertising and Promotion Commission or to private operators.

SECTION 3: Because time is of the essence, the Special Ad Hoc Committee shall, no later than four (4) weeks from date of establishment of the Committee and appointment of its members, provide a written report to the Board of Directors of its findings and recommendations.

THIS RESOLUTION adopted this _____ day of April, 2010.

APPROVED

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

npr

MEMORANDUM

March 30, 2010

TO: Mayor and Board of Directors

FROM: Dennis W. Kelly, City Administrator 

SUBJECT: Special Ad Hoc Committee-Restaurant Tax Referendum

Please find attached the Resolution establishing the Ad Hoc Committee to Examine the Feasibility of a Restaurant Tax. . . as requested by Director Cole Goodman at the March 23, 2010, Study Session. Director Bill Maddox also requested staff to solicit Request for Proposals/Requests for Qualifications (RFP's/RFQ's) for the purpose of determining the feasibility of a private management company to run the Convention Center. I contacted Director Maddox later that week to ask if he would be willing to allow that issue to be addressed by the Ad Hoc Committee as they do their feasibility study and he agreed; therefore, you will see language in the Resolution referring to "private operators," at the end of Section 2.

Director Goodman also asked that the Mayor and City Administrator collaborate in bringing 5 to 7 names to the April 6 meeting to be considered by the Board for appointment to the Ad Hoc Committee during Executive Session that same evening. A list of the recommended names will be forthcoming in a separate memo once they have all confirmed a willingness to serve.

Once the committee is established and the members appointed, staff will make contacts and establish a meeting schedule to conform with the Resolution. If you have questions or need to discuss this matter in more detail, please feel free to contact me at any time. DK

RESOLUTION _____

**A RESOLUTION ACCEPTING BIDS AND AUTHORIZING
THE MAYOR TO ENTER INTO CONTRACTS
FOR THE CONSTRUCTION OF PHASE 5
AT THE CITY OF FORT SMITH LANDFILL**

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

SECTION 1: The bid of Dean Crowder Construction, Inc. for the construction of phase 5 landfill expansion at the Fort Smith Landfill in the amount of \$1,996,861.15 be accepted.

SECTION 2: The Mayor is authorized to execute a contract with Dean Crowder Construction, Inc. subject to the terms set forth in Section 1 above.

SECTION 3: The bid of Data Testing, Inc. for quality control testing services for the construction of phase 4 landfill expansion at the Fort Smith Landfill in the amount of \$18,242.00 be accepted.

SECTION 4: The Mayor is authorized to execute a contract with Data Testing, Inc. subject to the terms set forth in Section 3 above.

This Resolution adopted this _____ day of April, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form

[Handwritten Signature]

No publication required



MEMORANDUM

April 1, 2010

To: Dennis Kelly, City Administrator

From: *N.T.* Baridi Nkokheli, Director

Subject: Landfill Phase 5 Construction Bids

The Fort Smith Landfill Phase 5 construction project consists of development of the fifth area of Phase A of the City's landfill. Completion of this phase of the construction should provide landfill capacity through the fall of 2013.

This project consists of clearing, excavation, and construction of a composite liner (GCL and 60 mil plastic liner), construction of a leachate pump station, and miscellaneous utility work.

Plans and specifications were prepared by Mickle, Wagner, Coleman, Inc. (MWC) and Terracon, Inc. MWC and Terracon will provide onsite construction observation. Bids were advertised beginning January 17, 2010, and January 24, 2010, with a pre-bid meeting held at the landfill on February 16, 2010. Bids were opened on February 23, 2010. Seven contractors bid on the project as shown on the attached bid tabulation.

We recommend the low bid of Dean Crowder Construction, Inc., of Bentonville, Arkansas, be accepted in the amount of \$1,996,861.15, which came in well below the estimated project cost (\$2,906,750). They listed the City of Springdale, the City of Fayetteville, and HCH Consulting (engineering) as references. MWC has reviewed the work of Dean Crowder Construction with their references and has received excellent reviews of their performance.

In addition, construction quality control testing for the project was bid. Construction quality control consists of testing soils, geosynthetics (manufactured liners), road construction, and concrete. Only one bid was received for the construction quality control testing.

We recommend the bid of Data Testing, Inc., of Fort Smith, for construction quality control testing be accepted in the amount of \$18,242.00.

Funds for the project are available from the Sanitation Sinking/Landfill Construction Fund. We are financing this phase with cash and not issuing debt as was done for previous expansions.

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

Tabulation of Bids Fort Smith Landfill Phase 5 Construction	
Contractor	Bid Amount
Dean Crowder Construction, Inc. *	\$1,996,861.15
T & K Construction	\$2,179,234.50
CEG Construction	\$2,192,000.00
Bloomsdale Excavating	\$2,310,150.00
Emery Sapp & Sons, Inc.	\$2,609,850.00
Crossland Construction Co.	\$2,615,000.00
Crawford Construction	\$2,720,080.00
MWC's Estimate	\$2,906,750.00
Dates Advertised	January 17 - 24, 2010
Bid Opening Date	February 23, 2010 at 2 p.m.
Awarded Bid *	

Tabulation of Bids Fort Smith Landfill Phase 5 Construction Quality Control	
Contractor	Bid Amount
Data Testing, Inc. *	\$18,242.00
Dates Advertised	January 17 - 24, 2010
Bid Opening Date	February 23, 2010 at 2 p.m.
Awarded Bid *	

INDUSTRIAL DEVELOPMENT

PROPERTY LINE

LANDFILL
EXPANSION
AREA-FUTURE

PHASE B

PHASE A/AREA 5
CONSTRUCTION AREA

AREA 4

EXISTING ACTIVE
LANDFILL AREA

PHASE A

SCALES

COMPOST

OFFICE

MAINT.

PL

**MICKLE
WAGNER
COLEMAN**



Engineers-Consultants-Surveyors

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

(479) 649-8484
Fax: (479) 649-8486
Info@mwc-engr.com

0 300 600
Scale In Feet

RESOLUTION _____

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT
WITH TERRACON CONSULTANTS, INC.
FOR GROUNDWATER MONITORING SERVICES
FOR THE CITY OF FORT SMITH LANDFILL**

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

SECTION 1: The agreement for groundwater monitoring services with Terracon Consultants,
Inc. for the Fort Smith Landfill is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute an agreement, for an amount not to
exceed \$185,630.00, for the performance of said services.

This Resolution adopted this _____ day of April, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form

Jill

Republication required



MEMORANDUM

April 1, 2010

To: Dennis Kelly, City Administrator

From: *W.T.* Baridi Nkokheli, Director

Subject: Landfill Groundwater Monitoring Agreement

One of the most important aspects of federal and state regulations for sanitary landfills is the emphasis placed on groundwater monitoring, analysis, and reporting. These regulations require monitoring and reporting on 11 groundwater monitoring wells around the landfill through sampling, analysis of 62 constituents, and statistical analysis of the sampling comparing them to historical readings. Additionally, the recent issue of a new landfill permit required the City to submit updated plans on how the groundwater monitoring program would be developed as the landfill is expanded. Since opening our landfill in 1993, all of the groundwater monitoring, sampling, analysis, reporting, and the recent plan update for the landfill expansion have been performed by Terracon Consultants, Inc., formerly known as Genesis Environmental Consulting, Inc. (GEC) of Little Rock.

In 2007, the Arkansas Department of Environmental Quality (ADEQ) increased our required number of groundwater monitoring wells by 4 additional wells (from 7 to 11) creating an increase in cost. However, Terracon has worked diligently to hold down the costs of this vital element of our permit. Below is a historical view of the previous contract amounts, actual expenditures, and the proposed contract.

Contract Period	Not to Exceed Contract Amount	Actual Expenditure
1994 to 1999	\$249,630.00	\$202,998.04
2000 to 2004	\$236,470.00	\$144,551.26
2005 to 2009	\$221,902.00	\$154,249.86
Proposed 2010 to 2014	\$185,630.00	

Four (4) tasks are identified in the agreement as shown in the table below. Tasks 1-3 are based on work we are currently required to perform. Task 4 is a contingency in case additional sampling or reporting is required based either on groundwater conditions or directives from the ADEQ. The task costs have remained constant or gone down since beginning this work in 1994. The contract is based on a time and materials basis with a "not to exceed" clause.

TASK	PER EVENT COST	TOTAL COST FOR 5 YEARS
Task 1 Sampling	\$4,154.00	\$41,540.00
Task 2 Analysis	\$4,914.00	\$49,140.00
Task 3 Statistics/Reporting	\$4,495.00	\$44,950.00
Task 4 On Call Services	\$10,000 per year	\$50,000.00
Total	Not to exceed	\$185,630.00

Funding for year one of the proposed agreement is contained in the year 2010 budget. The contract allows for termination of the agreement should funding not be approved in subsequent operating budgets.

The existing agreement we have with Terracon expired in December 2009. This agreement has a clause which allows for the contract to be extended by mutual agreement of the parties. In order to provide consistency as we transition this next year into new permit requirements for ground water monitoring and due to the fine work and cost containment Terracon has demonstrated, staff is recommending renewal of this contract for an additional five years.

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



25809 Interstate 30 South
Bryant, Arkansas 72022
Phone 501.847.9292
Fax 501.847.9210

October 28, 2009

City of Fort Smith Sanitary Landfill
ATTN: Mr. T. Baridi Nkokheli, Director
5900 Commerce Road
Fort Smith, Arkansas 72916

**RE: Contract Renewal Proposal for Groundwater and Leachate Sampling and Statistical Evaluation and Reporting for 2010 through 2014
City of Fort Smith Sanitary Landfill
Terracon Proposal No. P35090355**

Dear Mr. Nkokheli:

Terracon Consultants, Inc. (Terracon) is pleased to present the following proposal for continued groundwater sampling, analytical, leachate sampling, and statistical analysis and reporting services for the City of Fort Smith Sanitary Landfill for 2010 through 2014.

This proposal details the scope of work that was prepared to comply with Chapter 12 (Groundwater Monitoring and Corrective Action) and Chapter 22.415 (Explosive Gas Control) of Regulation 22 – Arkansas Department of Environmental Quality (ADEQ) Solid Waste Management Rules. The scope of work is presented in the following tasks:

Scope of Work

TASK 1 ⇒ *Groundwater Sampling*

Terracon understands that the Fort Smith Sanitary Landfill has eleven monitoring wells utilized for groundwater sampling. In addition to the groundwater samples, a leachate sample will be collected in accordance with the Arkansas Department of Environmental Quality (ADEQ) Regulation 22. Regulation 22 requires that a leachate sample be collected and analyzed for the listed groundwater parameters during each groundwater sampling event.

Prior to arriving on site for actual sampling activities, Terracon will perform the following services:

- Notify the Site Manager 10 days prior to the sampling date,
- Coordinate the sampling event with the testing laboratory, and
- Check all Laboratory containers for accurate labeling and preservation

The standard Terracon sampling plan will be followed during each sampling event, which consists of the following:

- Recording groundwater levels,
- Micro-purging each well or purge the well of 3 casing volumes,
- Establishing field parameters (pH, conductivity, temperature, and turbidity),
- Obtaining samples in the supplied containers in the prescribed order,
- Packaging the samples for shipment,
- Completing all chain of custody information, and
- Completing detailed well sampling records for each well.

Actual sampling will be completed within 24 hours of the purging process at each well.

In addition to the samples collected from each well, Terracon anticipates collecting a field blank, duplicate, and equipment blank during each sampling event for QA/QC purposes. A trip blank will be supplied by the laboratory according to standard operating procedures.

The laboratory will provide all sampling containers, preservatives, and the appropriate number of ice chests for the site, as coordinated by the Terracon field representative. The Terracon field representative will deliver the samples to the laboratory upon completion of the sampling event. Ice will be provided by Terracon for preservative, as required.

Compensation

Terracon Labor/ Expenses (Per Event, Lump Sum)	\$4,154.00
Total Cost for Completing 2 Events (1 year)	\$8,308.00

TASK 2 ⇒ Analytical

The samples will consist of 15 groundwater samples (including a duplicate sample and field, equipment, and trip blanks) and one leachate sample. The analytical costs associated with the various sampling media (groundwater, QA/QC, and leachate) are included in the Task 2 cost estimate. Anticipated cost per sample is approximately \$327.60.

Compensation

Laboratory Analytical (Per Event, Lump Sum)	\$4,914.00
Total Cost for Completing 2 Events (1 year)	\$9,828.00

TASK 3 ⇒ Statistical Analyses and Reporting

Terracon will perform the statistical analysis of the groundwater data in accordance with State and Federal guidelines, utilizing approved statistical analysis and computer software packages. Statistical analysis will include provisions for adjusting the data set for outliers and seasonal variability in accordance with EPA guidance. Upon completion of the analysis, Terracon will interpret the results and identify whether there is significant statistical evidence of contamination. If there is evidence of significant statistical contamination, the facility will be notified within 14 days.

Reporting

Terracon will prepare semi-annual reports for the facility, which will include a summary of the results of the groundwater sampling events, statistical analysis, and identification of conclusions and recommendations. It typically takes Terracon approximately one month to process the data and generate the semi-annual report. Upon completion of statistical analysis, Terracon will prepare and submit a draft groundwater quality report to Fort Smith for review. Upon receipt of the reviewed comments from Fort Smith, Terracon will prepare a final report for submittal to the Fort Smith Sanitary Landfill and ADEQ. Each groundwater report prepared by Terracon will provide a location map of the groundwater monitoring system, a potentiometric map, QA/QC comparisons, constituents for detection monitoring, conclusions concerning the recent evaluation, and a summary of the corresponding sampling event.

Compensation

Cost for Completing Statistical Report (Per/Event Lump Sum)	\$4,495.00
Total Cost for Completing 2 events (1 year, Lump Sum)	\$8,990.00

TASK 4 ⇒ On-call Services

When requested and where appropriate, Terracon will interact with regulatory agencies on associated groundwater matters for the facility. Terracon's staff includes professionals that have years of experience with the Solid and Hazardous Waste Divisions at ADEQ. Terracon is experienced in dealing with regulatory agencies at all levels and will be happy to act on the behalf of the City of Fort Smith in all matters associated with groundwater. In order to provide the City of Fort Smith with immediate services to address future out of scope groundwater issues, Terracon has included in this proposal a contingency amount of **\$10,000.00 per year**. This contingency amount shall not be utilized without written work orders from the City of Fort Smith. Subsequent services will then be provided on a Time and Materials basis. If additional services are required in excess of the contingency amount, Terracon will provide a new proposal and scope of work.

In summary, Terracon proposes to collect samples of the facility's groundwater and leachate on a semi-annual basis, coordinate analyses with the subcontracted laboratory, and prepare

Terracon

semi-annual groundwater reports (includes a statistical evaluation of the current and historical data) for a lump sum cost of \$37,126.00 per year.

Total cost for five (5) year period (with \$10,000.00 per year contingency) = \$185,630.00

If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of any additional work outside the scope of this proposal.

This proposal and cost estimate were prepared based on the following assumptions:

- The Client/Owner will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- The Client/Owner will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Work can be performed during normal business hours (Monday through Friday, 7:00 am to 7:00 pm).
- The site is readily accessible by truck.

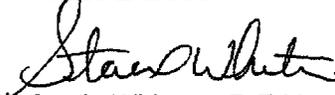
If any of these assumptions or conditions is not accurate or changes during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions so that we may revise the proposal or fee.

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, expressed or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report.

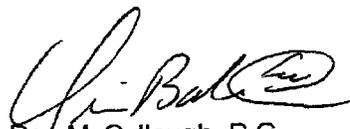
Terracon looks forward to providing the services presented above and working with the City of Fort Smith Sanitary Landfill. If this proposal is acceptable, please sign the attached Agreement for Services between the City of Fort Smith and Terracon. If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,

Terracon



Stacie Whitmer, R.E.M.
Project Manager



Dan McCullough, P.G.
Senior Hydrogeologist/ Principal

Enclosed: Agreement for Services

7H

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CHANGE ORDER NUMBER TWO WITH TURN
KEY CONSTRUCTION MANAGEMENT, INC.,
FOR THE CONSTRUCTION OF THE FORT SMITH PUBLIC TRANSIT
TRANSFER STATION LOCATED AT 200 WHEELER AVENUE**

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

Change Order Number Two, Project No. 3146.16, with Turn Key Construction Management, Inc., adding seventy-two (72) calendar days to the contract time with no adjustment to the contract amount is hereby approved.

This Resolution adopted this ____ day of April, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

*Approved as to form
JSC
No publication required*

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAY TO TURN KEY CONSTRUCTION MANAGEMENT, INC., FOR THE TRANSFER STATION LOCATED AT 200 WHEELER AVENUE

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

SECTION 1: The construction of the Fort Smith Public Transfer Station, Project Number 3146.16 is accepted as complete.

SECTION 2: Final payment to the contractor, Turnkey Construction Management, Inc, in the amount of \$62,285.30 is hereby approved.

This Resolution adopted this ____ day of April, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

*Approved as to form
JSC
No publication required*



M E M O R A N D U M
March 29, 2010

TO: Dennis Kelly, City Administrator

FROM: Ken Savage, Transit Director

SUBJECT: Transfer Station Project Completion

Attached are two separate resolutions which authorize a contract extension, accept the project as complete and authorize final pay to Turnkey Construction Management Inc.

Turnkey Construction Management, Inc. provided the attached letter requesting a contract extension for seventy-two (72) calendar days. The project was scheduled for 210 days and took 282 days to complete. The setbacks were a result of substantial rainfall (ninety-five (95) days of measureable participation) which caused delays primarily in the completion of site work. Also attached is a letter from the project architect recommending the extension be granted with no assessment for liquidated damages.

The transit department took delivery of the transfer station facility on December 30, 2009. Funding for the project is provided through a culmination of federal grants including funds from the American Recovery and Reinvestment Act. The city-owned property (transfer station site) serves as the in-kind local share for the project. No local funds were used for the cost of construction including the \$62,285.30 final pay amount referenced in the resolution. The total contract amount including the final pay is \$622,853.

The transfer station provides Fort Smith Transit passengers and drivers with restroom facilities, accessible pathways, security and a waiting area with seating and signage. The 1,200 square foot facility is located at 200 Wheeler Avenue.

Attached is a project summary for details on associated expenditures. Staff recommends approval of the resolution. Please contact me if you have any questions regarding this project.



To: Guest Reddick Architects

James Reddick

Project: Ft. Smith Transit Station

Re: Rain Delays

James,

As you know over the duration of this project we have suffered many set-backs due to substantial amounts of rainfall. The transit station project started on 23 March 2009 with our notice to proceed, and we received the Substantial Completion on 30 December 2009. The Duration of this project was scheduled for 210 days, at the completion of this project it took us 282 days; this leaves us at 72 days over our allowed contract time. Please allow me to make note of what happened causing the delays. The Majority (65%) of this job involved items that are greatly affected by weather (Excavation, Concrete, Masonry, etc.). As we know that the rain doesn't just affect you on the day that you receive it, it also affects you for several days afterward. Just because the rain has stopped it doesn't mean that we can just jump back to work, we had to back up and repair anything that was ruined by the rain.

In the 210 days allowed for this project we had 95 days of measurable precipitation. I have included documentation from Brian, the on-site Superintendent, as well as documentation from the National weather service that supports the numbers of days with precipitation. With the information that I have provided I ask that you extend the contract time to include the days with rain and consider the days following the rain that have affected our performance.

Sincerely,

A handwritten signature in black ink, appearing to be "Z.A. Carter".

Zachary A. Carter

Vice President

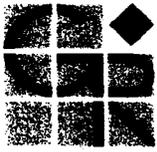
Turn Key Construction Management Inc.

3732 Rogers Ave. • Fort Smith, Arkansas 72903

P.O. Box 11124 • Fort Smith, Arkansas 72917

Phone (479) 709-0044 • Fax (479) 709-9269

office@tkcmgt.com



GUEST
REDDICK
ARCHITECTS

March 23, 2010

Ken Savage, Director of Transportation Department
City of Fort Smith, Arkansas
6821 Jenny Lind Road
Fort Smith, Arkansas 72908

Re: **200 Wheeler Avenue – TRANSIT STATION AND RESTROOMS**
Fort Smith, Arkansas

Enclosed, please find three (3) originals of the AIA Document G701 – 2001, Change Order No. 002 dated March 23, 2010 for this project. This Change Order is for a seventy-two (72) day extension to the Contract Time with zero (0.00) dollars added.

This project was originally scheduled by Turn Key Construction to achieve Substantial Completion by October 19, 2009 but Substantial Completion was actually achieved seventy-two days later on December 30, 2009.

Attached to the Change Orders is a copy of the weather days lost as documented by Turn Key Construction. They have documented thru the National Weather Service and their Superintendents Daily Logs that the project experienced ninety-five (95) days of measurable precipitation. And according to the Logs, some of those rain days actually cost them more time than just the day of the rain.

Also, Change Order No. 001 for \$9,985.00 was written on October 8, 2009. This is only eleven (11) days prior to the originally scheduled Substantial Completion. The Work of Change Order No. 001 surely cost them some time, a few days at least, although they did not apply for same.

Most of our projects have language indicating that only abnormal weather patterns can be used to extend a contract. Most also have language that does not allow time extensions once the project reaches a point where the building is "dried in". I did not include the latter language as recognition that this project had more dollar value in exterior site work and earthwork than it did in the value of the building. Over 60% of the project value is in exterior site work.

GUEST ♦ REDDICK

ARCHITECTS

1000 North Main Street, Fort Smith, AR 72901-1000 (501) 545-0089 Fax: (501) 545-1087

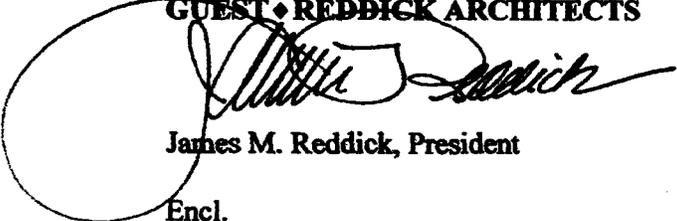
1000 North Main Street, Fort Smith, AR 72901-1000 ♦ www.guestreddick.com

♦ 1000 North Main Street ♦ 1000 North Main Street ♦ 1000 North Main Street

In the architect's opinion, the Contractor prosecuted the work properly and could not control what is certainly a historically wet year for our area. It might be proved in a long and protracted process, that the Contractor could have completed the work more timely and that all of the rain days might not be allowed but I believe that it would be so close as to be only a few days difference, if different at all, from Turn Keys analysis. I would recommend that a Change Order for the extension be granted and that Liquidated Damages not be assessed.

Sincerely,

GUEST ♦ REDDICK ARCHITECTS



James M. Reddick, President

Encl.

PROJECT SUMMARY

City of Fort Smith
Transit Department

Project Status: Complete

Project Name: Transfer Station

Today's Date: March 29, 2010

Project Number: 3146.16

Staff Contact Name: Ken Savage

Project Architect: Guest Reddick Architects

Staff Contact Phone: 784-2320

Project Contractor: Turnkey Construction
Management, Inc.

Notice to Proceed Issued: March 23, 2009

Date of Delivery: December 30, 2009

	Dollar Amount	Contract Time (Days)
Original Contract Amount:	\$ 612,868	210
Change Order #1:	\$ 9,985	0
Change Order #2:	<u>\$ 0.00</u>	<u>72</u>
Adjusted Contract:	<u>\$ 622,853.00</u>	<u>282</u>
Payments to Date:	\$ 560,567.70	
Retainage:	\$ 62,285.30	
Amount of this Payment:	\$ 62,285.30	
Contract Balance Remaining:	\$ 0.00	

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE USE OF FEDERAL ASSET FORFEITURE FUNDS TO INCREASE THE TOTAL AUTHORIZED SWORN OFFICER POSITIONS TO ONE HUNDRED AND SIXTY-EIGHT (168) FOR THE FORT SMITH POLICE DEPARTMENT

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

Section 1. The Fort Smith Police Department is hereby authorized to increase the sworn officer strength of the department by one (1) additional officer to one hundred and sixty-eight (168) officers.

Section 2. The Fort Smith Police Department will utilize \$58,782.49 in Federal Asset Forfeiture money to fund the salary and benefits for one (1) additional position in accordance with the Guide to Equitable Sharing for State and Local Law Enforcement Agencies (April 2009).

Section 3. The Fort Smith Police Department, having an existing Memorandum of Understanding (MOU) with the Internal Revenue Service governing the use of a Fort Smith Police Detective to staff the Suspicious Activity Report (SARs) Task Force in a full-time capacity, will continue to fund this new position referenced in Section 1 above by utilizing Federal Asset Forfeiture monies for the life of the MOU. Upon reassignment of the Fort Smith Police Detective back to the police department on full-time or part-time basis, the Fort Smith Police Department will reduce authorized strength by one full-time equivalent position within six months.

Section 4. Emergency Clause. It is hereby determined that an emergency exists so that it is determined that the health, safety and welfare of the City's inhabitants requires the immediate effectiveness of this Ordinance.

This ordinance passed and approved this _____ day of _____, 2010.

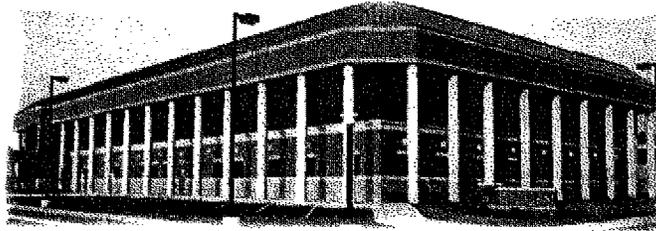
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form: _____ npr
City Attorney



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Dennis Kelly, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: Request for Additional Sworn Position to Replace Task Force Officer

Date: March 30, 2010

Attachment: Letter dated 1/3/2010 from SSA Scott Hogue, IRS

Corporal Ron Scamardo Jr., a 25-year veteran of the Fort Smith Police Department, has been assigned on a part-time basis to the Internal Revenue Service's Suspicious Activity Report (SARs) Task Force since October, 2008. Based on his efforts to date, the FSPD has received payments of \$128,768.82 in seized asset forfeiture monies. Further, we are anticipating an additional \$230,000 payment in seized asset forfeiture funds with total revenues of \$358,768.82 for the department's asset forfeiture fund during the eighteen months Corporal Scamardo has been assigned part-time duties with the Task Force.

We have received several requests from the Internal Revenue Service to assign Corporal Scamardo full-time to the Task Force, with the most recent dated January 3rd, 2010. This request was received via letter from Scott Hogue, Supervisory Special Agent of the Nashville Field Office, Internal Revenue Service. SSA Hogue wrote that Corporal Scamardo "has been a valuable asset to the Task Force," requesting that he be assigned to the task force as a full-time member. According to SSA Hogue, the United States Attorney's Office is fully committed to this Task Force, and will continue working with the department on any immediate need, emergency, or other matter requiring Corporal Scamardo's duties with the department.

As you know, forfeited monies from this task force provide funding for equipment, training, and other assets to the entire department, provided they are spent within the strict guidelines as articulated in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* (April, 2009). These guidelines state that paying salaries and benefits of personnel are generally impermissible, except in certain situations. One of the situations in which using seized funds are permissible is to pay for the salary and benefits

Interdepartmental Memorandum
Request for Additional Sworn Position
March 30, 2010

of an officer who is hired to replace the officer assigned full-time to a task force. This exception, as quoted from the *Guide*, reads as follows:

- (4) *Salary of an officer hired to replace an officer assigned to a task force—*
When a law enforcement agency assigns a law enforcement officer to a task force for a period of at least one year or the life of the task force and hires a new law enforcement officer to replace the officer so assigned, the agency may pay the salary and benefits of the replacement officer from equitably shared funds so long as the replacement officer does not engage in the seizure of assets or narcotics law enforcement as a principal duty (Guide, 2009, p. 20)

This exception clearly applies to the situation involving Corporal Scamardo. In his January 3rd letter, SSA Hogue states that the federal government will only commit to funding Task Forces on a yearly basis, but sees no reason why the SAR Task Force will not continue for future years. SSA Hogue also says that presently, this Task Force is funded through September, 2010, and expects it to be continually funded for several years. SSA Hogue says there are similar task forces around the country that have been operating for over five (5) years.

Based on the above facts, I am requesting that the Board of Directors approve the addition of one (1) sworn position to the Fort Smith Police Department's current authorized strength of 167 officers. The additional officer's salary and benefits will be funded entirely by using federal asset forfeiture monies for the period of time Corporal Scamardo is assigned as a full-time member of the IRS SAR's Task Force. Upon reassignment back to the police department in either a full-time or part-time capacity, the department will reduce its authorized strength by one full-time equivalent position through attrition as soon as practicable.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

January 3, 2010

CRIMINAL INVESTIGATION
Nashville Field Office

Kevin Lindsey
Chief, Fort Smith Police Department
100 South 10th
Fort Smith, Arkansas 72901

Dear Chief Lindsey,

This letter is to request your approval with our agency involving the Suspicious Activity Report Task Force. Corporal Ron Scamardo from your office has been a valuable asset to the Task Force and we are requesting his continual assignment on a full time basis. We have already received approval for this year's funding of any overtime and/or travel incurred by Corp. Scamardo. While the federal government can not pay for normal salary of state and local law enforcement personnel assigned to our task forces, we are continuing to work with Congress to make some type of resolution to assist agencies such as yours. As a reminder, we have been able to share over \$30,000 in seized funds with your agency, provided Corp Scamardo with a seized vehicle, pay all costs associated with Scamardo's use of this vehicle to include gas, maintenance, insurance, etc; and cell phone costs for Scamardo. We anticipate sharing an additional \$200,000 in funds that have already been forfeited with your agency in the near future.

Our purpose for needing Corp. Scamardo on a full time basis is the increased criminal investigations that have resulted from our task force. The Fayetteville Police Department has provided one officer full time and we are hopeful Corp. Scamardo can commit to this full time assignment. As in the past, we will continue to work with you on any immediate need, emergency, or other matter requiring Corp Scamardo's duties for your agency. The federal government will only commit to funding Task Forces on a yearly basis (current funding for the Task Force is good through September 2010) but we see no reason why it will not continue for future years. There are other similar task forces around the country that have been operating for over 5 years.

Scamardo has been a valuable asset to the Task Force. As demonstrated this past year, the U. S. Attorney's Office is fully committed to this task force. As such, we are now prepared to begin assigning individual cases to the task force officers (Scamardo) which will require his full time attention. If additional information is needed on this request, please contact me at (501) 396-5827.

Sincerely,

Scott Hogue
Supervisory Special Agent
Nashville Field Office



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

CRIMINAL INVESTIGATION

November 12, 2009

MEMORANDUM FOR CHRISTOPHER PIKELIS
SPECIAL AGENT IN CHARGE
NASHVILLE FIELD OFFICE
CRIMINAL INVESTIGATION

FROM: Beth Putman *[Signature]* For
Director, Warrants & Forfeiture
Criminal Investigation SE:CI:OPS:WF

SUBJECT: FY 2010 State and Local Overtime Agreements

Attached are the approved Form 9975, Agreement, Form 9973, Reimbursement Request, and Form 9974, Request to Establish Reimbursement between the IRS - Criminal Investigation (CI) and the Fort Smith Police Department. Please ensure the state or local agency receives the enclosed copy of this memorandum and the attached documents. The Treasury Forfeiture Fund (TFF) tracking number for this agreement is REIM# 2-10-62-2128. Please include this tracking number on all reimbursement, increase/decrease, and de-obligation requests and forward the signed and dated requests to your regional OCDEF Coordinator.

The initial agreement pertaining to the FY 2010 TFF budget has been authorized in the amount of \$20,000.00. The overtime allocation is \$10,000.00. The travel allocation is \$10,000.00. Subsequent increases may be granted upon receipt of written requests from the Special Agent in Charge. This agreement covers the period October 1, 2009 through September 30, 2010.

If you have any questions related to this procedure or to any of the information provided, please contact Senior Analyst Strown Martin or Legal Analyst Chris Rosado at 202-622-4155.

**AGREEMENT BETWEEN TREASURY LAW ENFORCEMENT AGENCIES
and
LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCIES
FOR THE REIMBURSEMENT OF EXPENSES**

This agreement is entered into by the Fort Smith Police Department and Internal Revenue Service, Criminal Investigation, for the purpose of receiving reimbursable costs incurred by the Fort Smith Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the Treasury law enforcement agency's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and terminates on the last day of the current Fiscal Year. Agreements are required on a Fiscal Year basis and must be renewed, if appropriate, by September 30th of each Fiscal Year for the following Fiscal Year.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Treasury law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the Fort Smith Police Department and the Criminal Investigation, Internal Revenue Service, for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. 9703.

IV. NAME OF TASK FORCE/JOINT OPERATION (If Applicable)

The Name of this Task Force is Suspicious Activity Report Task Force

Projected Dates of Remaining Operation: 10/01/2009 to 9/30/2010.

V. CONDITIONS AND PROCEDURES

A. Assignment of Fort Smith Police Department Officers

To the maximum extent possible, Fort Smith Police Department shall assign dedicated officer(s) to the Task Force/Joint Operations.

The Fort Smith Police Department shall provide the Criminal Investigation, Internal Revenue Service, with the names, titles, badge or ID numbers of the officer(s) assigned to the Task Force/joint Operation in an attachment to this agreement.

B. Requests for Reimbursement of Overtime Expenses

1. The Fort Smith Police Department may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a Joint Task Force/Operation with the Criminal Investigation, Internal Revenue Service, for the purpose of conducting official Treasury investigations.
2. The Fort Smith Police Department shall provide the Criminal Investigation, Internal Revenue Service, within 10 days of the signing of this agreement, a mandatory ACH Vendor Payment Enrollment Form for Electronic Funds Transfer.
3. Invoices submitted for the payment of overtime to Fort Smith Police Department officer(s) shall be submitted on the agency's letterhead. The invoice shall be signed by an authorized representative of that agency.
4. The Fort Smith Police Department will submit all requests for reimbursable payments together with appropriate documentation to the Criminal Investigation, Internal Revenue Service, . ATTN: SSA Scott Hogue, P. O. Box 706, Little Rock, AR 72203

The Fort Smith Police Department shall certify that the request is for overtime expenses incurred by the Fort Smith Police Department for Participation with a joint operation conducted with the Criminal Investigation, Internal Revenue Service. The Fort Smith Police Department shall also certify that requests for reimbursement of overtime expenses have not been made to other Federal law enforcement agencies who may also be participating with the task force/joint operation.

The Fort Smith Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force/joint operation and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the Fort Smith Police Department must be approved and certified by the Criminal Investigation, Internal Revenue Service. The Treasury law enforcement agency shall countersign the invoices for payment.
6. All requests for reimbursement of costs are to be received by Criminal Investigation, Internal Revenue Service no later than 15 days after the previous month end. These requests for reimbursement are to be for a full month time period, from the first day to the last day of the month. *There should not be invoices covering only part of the month, as in 1/10/04 – 1/25/04.*
7. The Fort Smith Police Department is limited to a maximum reimbursement for all overtime expenses in connection with this operation of \$10,000 per year under this agreement. By statute, no single officer may earn more than \$15,000.00 per fiscal year in overtime regardless of the number of agreements he/she is authorized on. Travel and related expenses should not exceed a maximum of \$10,000 for this task force/joint operation for the Fiscal Year period.
8. The total dollar value of this agreement may be adjusted at anytime by Criminal Investigation, Internal Revenue Service based upon the following:
 - A) The Criminal Investigation, Internal Revenue Service may modify the total dollar obligation, resulting in an increase or decrease, if they determine that the original obligated amount is not commensurate with the rate of reimbursable requests, based on their analysis of submitted reimbursement requests.
 - B) The adjustments to the total dollar value of this agreement may result in a partial and/or total reduction of reimbursement funds requested. Any modification made to an authorized agreement will be documented in writing and immediately provided to the impacted state and local agency.

C. PROGRAM AUDIT

This agreement and its procedures are subject to audit by the Criminal Investigation, Internal Revenue Service, Department of the Treasury, Office of Inspector General, the General Accounting Office, and other government designated auditors. The Fort Smith Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

D. REVISIONS

The terms of this agreement may be amended upon the written approval of both the Fort Smith Police Department and the Criminal Investigation, Internal Revenue Service. The revision becomes effective upon the date of approval.

E. NO PRIVATE RIGHT CREATED

This is an internal government agreement between a Treasury Law Enforcement Agency and the Fort Smith Police Department, a Local/County/State Law Enforcement Agency, and is not intended to confer any right or benefit to any private person or party.

Kevin Lindsey 9/15/09
Signature Date:

Chief
KEVIN LINDSEY CHIEF OF POLICE
Printed Name Title
Fort Smith Police Department

Darryl Williams 9/29/09
Signature Date:

Acting
Special Agent in
Darryl Williams Charge
Printed Name Title
Criminal Investigation
Nashville Field Office
Internal Revenue Service

Kara Bushkohl 9/15/09
Signature Date:

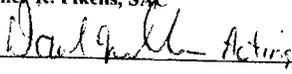
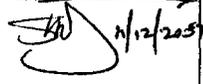
Kara Bushkohl Director of Finance
Printed Name Title
Chief Financial Officer
Fort Smith Police Department

Beth Putman 11/12/09
Signature Date:

Beth Putman Director
Printed Name Title
Criminal Investigation
Internal Revenue Service
Washington, DC

[Signature] IVER 11/12/2009

**REQUEST TO ESTABLISH REIMBURSEMENT FOR
LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCIES
PARTICIPATING IN JOINT LAW ENFORCEMENT OPERATIONS
WITH TREASURY LAW ENFORCEMENT AGENCIES**

TREASURY AGENCY: IRS Criminal Investigation Division		OCDETF CASE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TEOAF TRACKING NUMBER (WILL BE ASSIGNED BY TEOAF) 2-10-62-2128
MAILING ADDRESS: P. O. Box 706 Little Rock, AR 72203 c/o SSA Scott Hogue		OCDETF CASE #: FOR OVERTIME: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO FOR OTHER: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CONTACT PERSON: SSA Scott Hogue		CONTACT TELEPHONE NUMBER: 501-396-5827	
TREASURY AGENCY FIELD OFFICE APPROVAL (NAME & SIGNATURE) Christopher R. Pikelis, SAC 		REQUEST DATE: 9/1/2009	
TREASURY AGENCY HEADQUARTERS APPROVAL (NAME & SIGNATURE & DATE) Beth Putman, Director Beth Putman 11/12/09			
FULL NAME, ADDRESS, TELEPHONE AND TAXPAYER IDENTIFICATION NUMBER OF LOCAL, COUNTY, STATE AGENCY Kevin Lindsey, Chief Fort Smith Police Department 100 South 10 th Fort Smith, AR 72901 (479) 709-5143 Tax ID#71-6003637	EXPENSES TO BE REIMBURSED Overtime Travel	ESTIMATED COSTS \$10,000.00 \$10,000.00 	
TFF APPROVAL AND DATE		TOTAL ESTIMATED COSTS \$20,000.00	
ACCOUNTING DATA: BFYS: BUDPLN: PROGRAM:		FUND: ORG: OCC:	

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

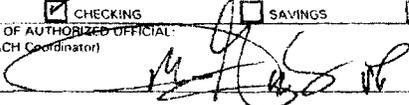
OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT
The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION		
FEDERAL PROGRAM AGENCY U.S. CUSTOMS AND BORDER PROTECTION		
AGENCY IDENTIFIER: 7005	AGENCY LOCATION CODE (ALC): 70-05-0800	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS: NATIONAL FINANCE CENTER/Forfeiture Fund Team, 6650 Telecom Drive, Suite 100		
INDIANAPOLIS, IN 46278		
CONTACT PERSON NAME: FORFEITURE FUND TEAM/Attn: Eliot VanVelzen		TELEPHONE NUMBER: (317) 614-4613
ADDITIONAL INFORMATION: FAX NUMBER (317) 298-1569		

PAYEE/COMPANY INFORMATION	
NAME City of Fort Smith	SSN NO. OR TAXPAYER ID NO. 71-6003637
ADDRESS: P.O. Box 47	
Fort Smith, Arkansas 72902	
CONTACT PERSON NAME: Jackie Joyce	TELEPHONE NUMBER: (479) 784-2287

FINANCIAL INSTITUTION INFORMATION	
NAME: Bancorp South	
ADDRESS: P.O. Box 47	
Fort Smith, Ar 72902	
ACH COORDINATOR NAME: Jim Geels	TELEPHONE NUMBER: (479) 785-8346
NINE-DIGIT ROUTING TRANSIT NUMBER: 0 8 2 9 0 0 9 1 1	
DEPOSITOR ACCOUNT TITLE: City Of Fort Smith Operating Fund	
DEPOSITOR ACCOUNT NUMBER: 9455755101	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator) 	TELEPHONE NUMBER: (479) 785-8346

NSN 7540-01-274-9925

SF 3881 (Rev 12/90)
Prescribed by Department of Treasury
31 U.S.C. 3322; 31 CFR 210

7K

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE AND SECURITY ACCESS SYSTEM FROM AOS
FOR USE BY THE FORT SMITH POLICE DEPARTMENT**

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

The expenditure of funds from the Federal Asset Forfeiture account, totaling \$91,846.75, is hereby authorized, with the understanding that this expenditure is for the purchase of a video and surveillance and security and access system by AOS to replace the existing video surveillance and entry security system in use by the Fort Smith Police Department.

THIS ORDINANCE ADOPTED this _____ day of _____, 2010.

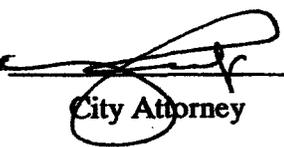
APPROVED:

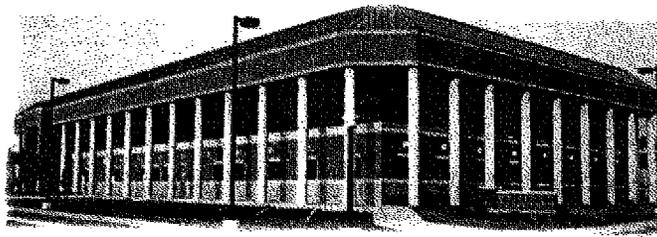
MAYOR

ATTEST:

CITY CLERK

Approved as to form _____ npr


City Attorney



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Dennis Kelly, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: Purchase of Replacement Door Access System and Video Surveillance Equipment

Date: March 29, 2010

The door access system and the video surveillance system at the Fort Smith Police Department are over 10 years old. For the past two years the department has been experiencing problems with the current system. Based on the age of the system, the ongoing problems with the current system, and the opportunity to utilize newer technology, the Fort Smith Police Department is requesting authorization to utilize federal asset forfeiture funds to update the current system.

A few weeks ago the camera system control board failed. The department received a replacement control board on loan from the current company. This control board could be removed at any time. The current system has no warranty and is no longer supported. It will be necessary to replace the entire system, to include both video surveillance and door access security, in order to adequately secure the building. In researching security options the Police Department has elected to implement a Cisco Internet Protocol (IP) based security solution sold by AOS, who is currently contracted through the State of Arkansas (#SP-09-0229).

This new system can be extended to cover any location with IP connectivity. This will allow the department to monitor and centrally manage other remote locations such as the EOC, seized car storage lot, or any other location deemed necessary to secure. The department will be able to utilize the current wireless infrastructure to span video coverage around the entire department, including Criminal Investigation Division interview rooms. Prosecuting Attorneys could be allowed remote access to live interviews of witnesses or suspects being held at the police department. Both hardware and software support will also be provided as a part of this purchase agreement with AOS.

Interdepartmental Memorandum
Purchase of Security and Video Surveillance System
March 29, 2010

The Fort Smith Police Department is requesting authorization to spend \$91,846.75 from the Federal Asset Forfeiture account to purchase this replacement system. There were no additional bids solicited as AOS is currently contracted through the State of Arkansas. The purchase of this replacement security system will not only enhance the security of the Fort Smith Police Department, but will meet any future security needs as they arise.

Fort Smith Police Department 100 South 10th Fort Smith, AR		Account Manager: Brad Shepard Phone Number: 479-899-6830 Email: brad.shepard@aos5.com																			
		Design Consultant: Randall Self (CCIE 3993) Phone Number: 479-899-6830 Email: randall.self@aos5.com																			
Quote Number 20100325_FSPD_001	Date Prepared: 3/26/2010 Valid To: 4/25/2010	<table border="1"> <tr><td>Subtotal</td><td>\$</td><td>18,452.50</td></tr> <tr><td>Shipping & Handling</td><td>\$</td><td>184.53</td></tr> <tr><td>Professional Services</td><td>\$</td><td>17,919.43</td></tr> <tr><td>Project Total **</td><td>\$</td><td>36,556.45</td></tr> <tr><td>Taxes (Estimate):</td><td>\$</td><td>3,381.47</td></tr> <tr><td>Total:</td><td>\$</td><td>39,937.93</td></tr> </table>		Subtotal	\$	18,452.50	Shipping & Handling	\$	184.53	Professional Services	\$	17,919.43	Project Total **	\$	36,556.45	Taxes (Estimate):	\$	3,381.47	Total:	\$	39,937.93
Subtotal	\$	18,452.50																			
Shipping & Handling	\$	184.53																			
Professional Services	\$	17,919.43																			
Project Total **	\$	36,556.45																			
Taxes (Estimate):	\$	3,381.47																			
Total:	\$	39,937.93																			
Project Name Cisco Physical Access / Security Solution																					
ARKANSAS STATE CONTRACT #SP-09-0229, VENDOR #100161321 AOS SPIN - 143004953																					

*If the above address is not the shipping address, please provide the proper address.
 Please reference the above Quote Number when sending in Customer PO. *Plus Applicable Taxes, Travel, and Expenses

Part Number	Description	Qty	List Price	Discount Price	Extended Price
CIAC-PAM6-1125-K9	Cisco Physical Access Manager Appliance	1	\$11,000	\$6,710.00	\$6,710.00
CIAC-GW-K9	Cisco Physical Access Gateway	15	\$950	\$579.50	\$8,692.50
CIAC-PAM6-BD*	Cisco PAM Badge Designer and Enrollers License	1	\$2,000	\$1,220.00	\$1,220.00
CIAC-PAM6-M64*	Cisco PAM 64 Module License	1	\$1,830.00	\$1,830.00	\$1,830.00
MAINTENANCE / PARTS / SUPPORT					
CON-SMT-PAM1125	SMARTNET 8XSX8BD Cisco Physical Access	1	800.00	-	-
CON-SMT-GWK9	SMARTNET 8XSX8BD Cisco Physical Access	1	76.00	-	-
CON-SAS-PAM6BD	SW APP SLUPP Cisco PAM Badge Designer	1	300.00	-	-
CON-SAS-PAM6M64	SW APP SLUPP Cisco PAM 64 Module	1	450.00	-	-
AOS PROFESSIONAL SERVICES					
Cisco PROFSEV	Configuration of Cisco Physical Access Gateways, BD, PAM	1		5,600.00	5,600.00
	NOTE: AOS Prof Services: -rack and stack of Cisco Physical Access Manager appliances and installation of software -configuration of Appliance manager with up to (4) group settings (provide end user training for adding additional groups) -Enroll up to 100 badge entry end users -configure up to 15 door entry locks, time schedule entry, system failure rules -Testing, end user training and documentation				
FLEMINGPROFSERV	Fleming Network Prof Services	1		12,319.43	12,319.43
	NOTE: Fleming Prof Services: - structured cabling for 15 doors (moved from previous VS quote) -Relocation of door hardware from Storage to Records area -New Badge readers / door strikes / Push to exit buttons, and hardware on new doors -rewiring from existing door access solution to new Cisco PAM's, (assuming compatibility with existing hardware) -Installation of Cisco Physical Access Gateways above doors				

TERMS AND CONDITIONS

THIS DOCUMENT SERVES AS AN ADDENDUM TO THE AOS MASTER SERVICES AGREEMENT

<ul style="list-style-type: none"> * A down payment of up to 50% may be required before the order can be processed. * All applicable state and local taxes, shipping charges (FOB customer dock), travel and associated expenses will be added to invoice. * ALL SALES ARE FINAL. No "opened" product may be returned. Return requests for unopened product must be: <ol style="list-style-type: none"> 1) pre-approved by AOS 2) contingent upon RMA approval from the supplier prior to return 3) will be subject to a 20% restocking fee, if accepted. * AOS is not responsible for configuration, compatibility or products requested per customer-provided specifications. Professional design consulting services are available to be quoted upon request. * Full payment for "flat rate" services is due upon completion. * Increased rates are charged for services performed after-hours, on weekends or holidays. * AOS will coordinate the ordering, delivery, warranties and maintenance agreements of all equipment and software components listed that are purchased through AOS. * AOS will only process orders signed by an agent of the company and a purchase order must be provided if required by your organization. 	<ul style="list-style-type: none"> * Customer is responsible for returning all trade-in merchandise to the designated parties or issue a certificate of destruction if that is required. Failure to do so will result in a charge to the customer for the equipment not returned. * Hourly services are due upon delivery of services. * Non-solicitation of employees. Each party agrees not to hire or solicit for employment (or as an individual independent contractor) any employee of the other party until six (6) months after the date such person terminates employment with the other party. AOS further agrees not to hire or solicit for employment (or as an individual independent contractor) any other individual while he or she is performing services for Customer pursuant to a contract. If this paragraph is breached by the hiring of an employee of Customer or AOS, damages for such breach are agreed to be equal to the demonstrated cost of training a replacement for such individual. This paragraph does not apply to the hiring or solicitation of any individual who did not become known to the hiring or soliciting party as a result of the relationship between Customer and AOS created by this Agreement. * Block contracts must be paid in full prior to receiving the discounted rate on work Flat Rate and Hourly services subject to progress billing at the end of each AOS monthly billing cycle.
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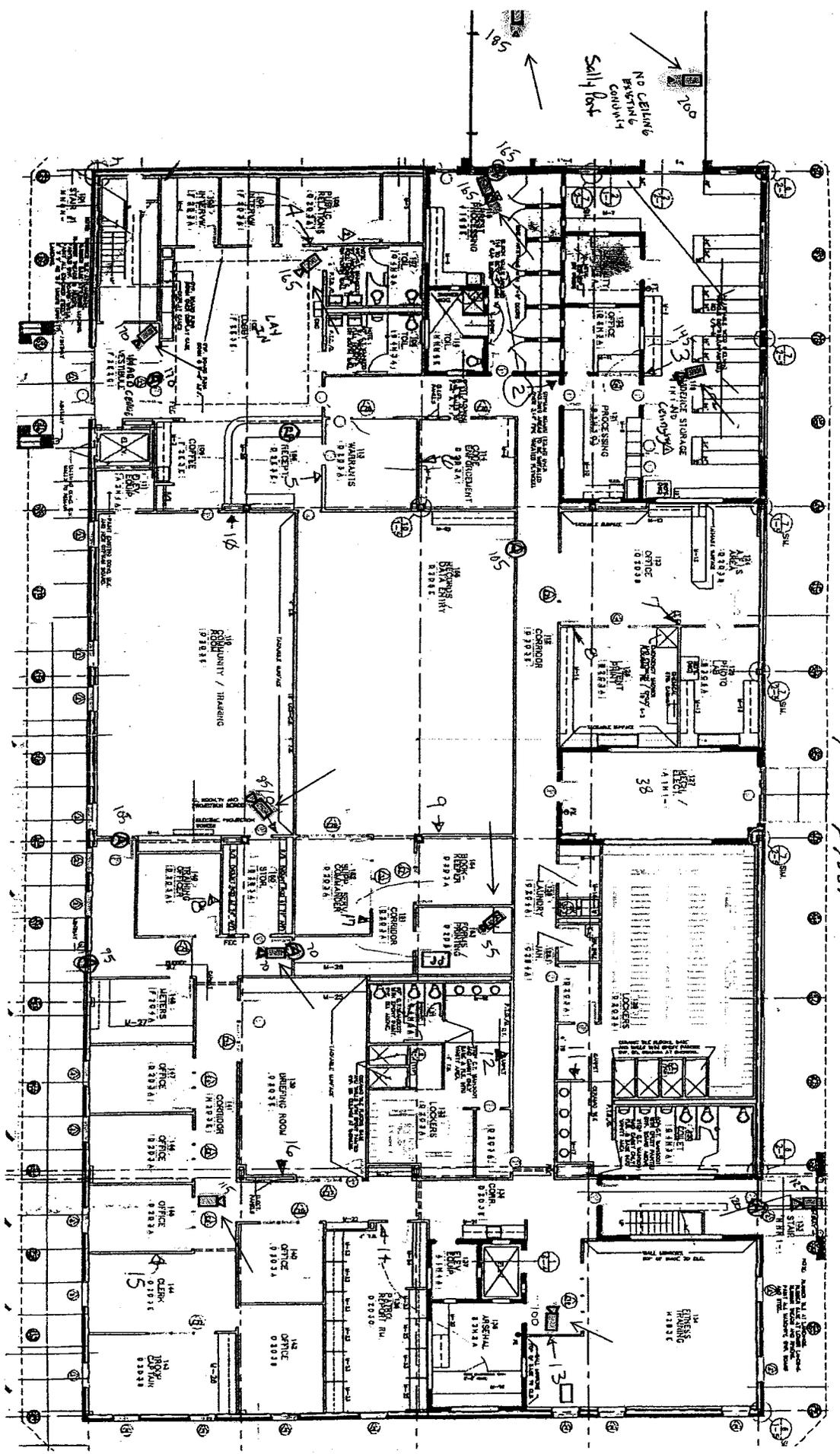
To accept this quotation, please sign and return to Alexander Open Systems:

	Printed Name
Customer Signature of Authorized	
Title	Date

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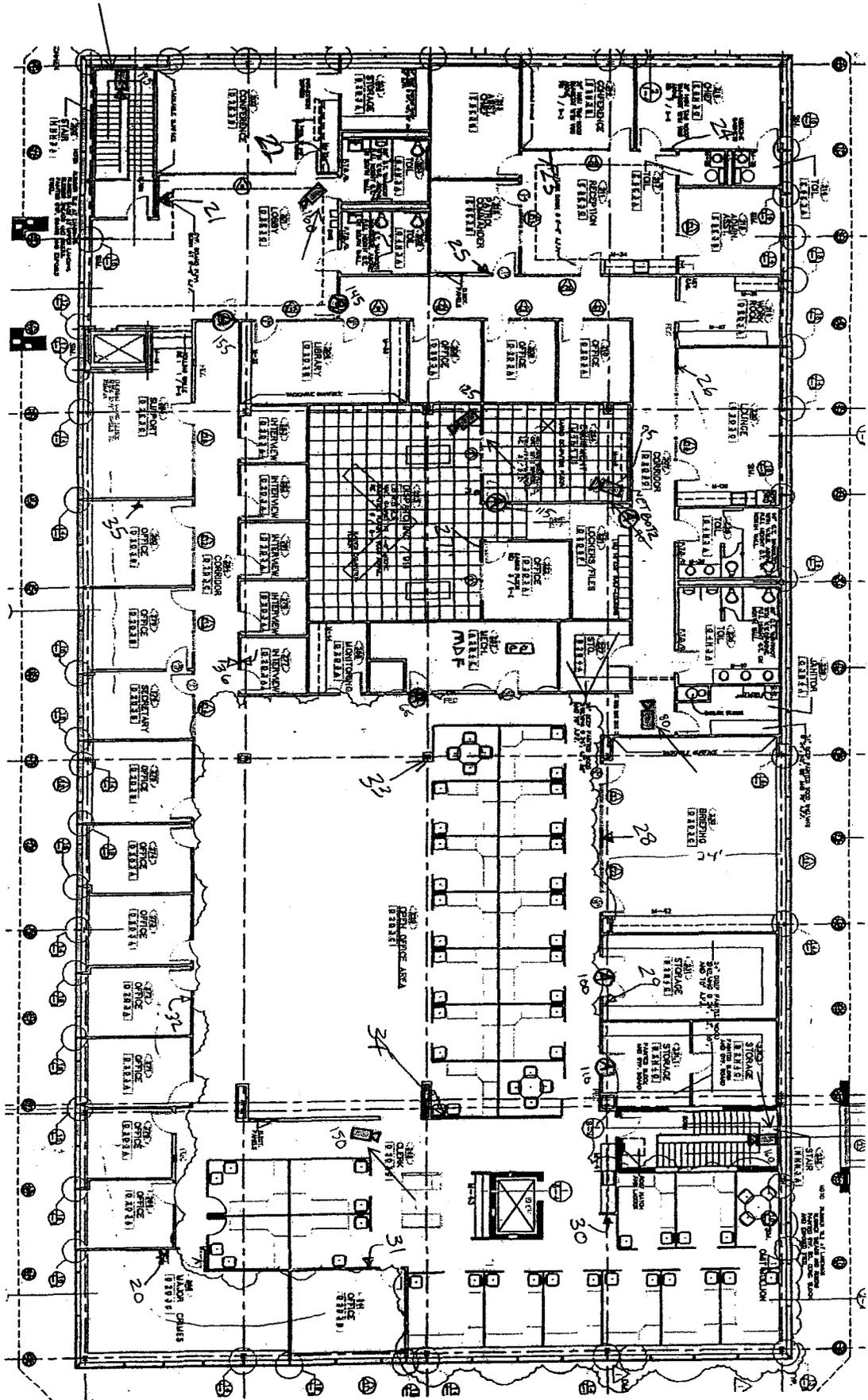
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Fort Smith Police Dept 100 South 10th St. Fort Smith, AR 72904 479-709-5182	Account Manager: Brad Shepard Phone Number: 479-899-6830 Email: brads@aos5.com																	
	Design Consultant: Randall Self (CCIE 3993) Phone Number: 479-899-6830 Email: randall.self@aos5.com																	
Quote Number 20100311_FSPD_001SEC	Date Prepared: 3/26/2010 Valid To: 4/25/2010	<table border="1"> <tr> <td colspan="2">Availability Total</td> </tr> <tr> <td>Subtotal</td> <td>\$ 17,313.60</td> </tr> <tr> <td>Shipping & Handling</td> <td>\$ 173.14</td> </tr> <tr> <td>Professional Services</td> <td>\$ 34,422.04</td> </tr> <tr> <td>Project Total **</td> <td>\$ 51,908.78</td> </tr> <tr> <td>Leasing Options</td> <td></td> </tr> <tr> <td>36 mo FMV</td> <td>\$ 1,476.54</td> </tr> <tr> <td>60 mo FMV</td> <td>\$ 963.84</td> </tr> </table>	Availability Total		Subtotal	\$ 17,313.60	Shipping & Handling	\$ 173.14	Professional Services	\$ 34,422.04	Project Total **	\$ 51,908.78	Leasing Options		36 mo FMV	\$ 1,476.54	60 mo FMV	\$ 963.84
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Leasing Options																		
36 mo FMV	\$ 1,476.54																	
60 mo FMV	\$ 963.84																	
Project Name Video Surveillance																		

*If the above address is not the shipping address, please provide the proper address.
 **Plus Applicable Taxes, Travel, and Expenses
 *Please reference the above Quote Number when sending in Customer PO.

Part Number	Description	Qty	Unit	Price	Extended Price
CIVS-MSP-2RU	2RU w/Motherboard;1 CPU;RAID;Pwr Supp;NO Drives;NO Options	1		7,423.80	7,423.80
CIVS-HDD-750	750 GB SATA Drive for CIVS-MSP	12		346.20	4,154.40
CIVS-CAB-16-AC	CIVS C16 Power Cable North America	2		-	-
CIVS-PS-900	Redundant 900W Power Supply for CIVS-MSP 2RU, 4RU	1		524.40	524.40
CIVS-MS-SW6.2	CIVS-MS Media Server v6.2 Software Lic. with Hardware Bundle	1		711.00	711.00
CIVS-VSM-SW4262	CIVS-VSM Video Surveillance Manager v4.2/6.2 SW Mfg Image	1		-	-
CIVS-OM-SW4.2=	CIVS-OM Operations Manager v4.2 Software Lic. w/ SmartSearch	1		4,500.00	4,500.00
CIVS-VM-SW6.2=	CIVS-VM Virtual Matrix v6.2 Software License			2,220.00	-
to be installed by Authorized State of Arkansas Security Contractor					
CIVS-IPC-2421	Cisco Indoor SD IP Dome, 2.8-10mm, D/N, Smoked, CM	17		-	-
CIVS-IPC-VF31	Cisco IP Camera Fujinon 3-11 mm Varifocal Lens	2		-	-
CIVS-IPC-2500	Cisco 2500 IP Camera, Full Resolution, Day/Night	2		-	-
CIVS-IPC-VF55	Cisco IP Camera Fujinon 5-50mm Varifocal Lens	2		-	-
CIVS-IPC-2500W	Cisco 2500 IP Camera, Full Resolution, Day/Night, Wireless	2		-	-
MAINTENANCE / WARRANTY / SUPPORT					
CON-SNT-VSM2U	SMARTNET 8XSXNBD 2RU MSP Assembly	1		-	-
CON-SAS-VSM562	SW APP SUPP CIVS-MS-SW6.2	1		-	-
CON-SAS-OMSW42	SW APP SUPP CIVS-OM Operations Manager v4.2 Software	1		-	-
CON-SAS-VMSW62	SW APP SUPP CIVS-VM Virtual Matrix v6.2 Software Lic	1		-	-
CON-SNT-IPC2421	SMARTNET 8XSXNBD CIVS-IPC-2421	17		-	-
CON-SNT-IPC2500	SMARTNET 8XSXNBD CIVS-IPC-2500 WIRELESS	2		-	-
CON-SNT-IPC2500	SMARTNET 8XSXNBD CIVS-IPC-2500	2		-	-

Fort Smith Police Dept 100 South 10th St. Fort Smith, AR 72904 479-709-5182	Account Manager: Brad Shepard Phone Number: 479-899-6830 Email: brads@aos5.com																						
	Design Consultant: Randall Self (CCIE 3993) Phone Number: 479-899-6830 Email: rrandell.self@aos5.com																						
Quote Number 20100311_FSPD_001SEC Project Name Video Surveillance	Date Prepared: 3/26/2010 Valid To: 4/25/2010	<table border="1"> <tr> <td>Subtotal</td> <td>\$</td> <td>17,313.60</td> </tr> <tr> <td>Shipping & Handling</td> <td>\$</td> <td>173.14</td> </tr> <tr> <td>Professional Services</td> <td>\$</td> <td>34,422.04</td> </tr> <tr> <td>Project Total **</td> <td>\$</td> <td>51,908.78</td> </tr> <tr> <td>Leasing Options</td> <td></td> <td></td> </tr> <tr> <td>36 mo FMV</td> <td>\$</td> <td>1,476.54</td> </tr> <tr> <td>60 mo FMV</td> <td>\$</td> <td>963.84</td> </tr> </table>	Subtotal	\$	17,313.60	Shipping & Handling	\$	173.14	Professional Services	\$	34,422.04	Project Total **	\$	51,908.78	Leasing Options			36 mo FMV	\$	1,476.54	60 mo FMV	\$	963.84
	Subtotal	\$	17,313.60																				
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Leasing Options																							
36 mo FMV	\$	1,476.54																					
60 mo FMV	\$	963.84																					

*If the above address is not the shipping address, please provide the proper address.
 **Plus Applicable Taxes, Travel, and Expenses

Part Number	Description	Qty	Unit	Price	Extended Price
AOS PROFESSIONAL SERVICES					
PRO-SERVE	AOS Professional Services	1		3,600.00	3,600.00
FLEMPROSERV	FNS-Structured Cabling (indoor cabling, rack, grounding, etc)	1		6,035.20	6,035.20
	FNS-Video Cameras, (Installation, mounting, focusing)	1		14,792.66	14,792.66
	FNS-Video Cameras, (Outdoor housings, Outdoor cameras)	1		9,994.18	9,994.18

Fleming Scope of Work:
 Structured Cabling for IP Cameras (internal / external), outdoor cameras, outdoor housings for cameras, and accessories, mounting and focusing of new installed cameras. New Wallmount Rack for first floor data closet, patch panel, lightning protection, Test / Label. Work also includes preparatory work for door access control wiring (no hardware). (Outdoor cameras require lift. If a lift can be provided by FSPD, reduce cost by \$1000)

Terms and Conditions	
THIS DOCUMENT SERVES AS AN ADDENDUM TO THE AOS MASTER SERVICES AGREEMENT	
<ul style="list-style-type: none"> * A down payment of up to 50% may be required before the order can be processed. * All applicable state and local taxes, shipping charges (FOB customer dock), travel and associated expenses will be added to invoice. * ALL SALES ARE FINAL. No "opened" product may be returned. Return requests for unopened product must be: <ol style="list-style-type: none"> 1) pre-approved by AOS 2) contingent upon RMA approval from the supplier prior to return 3) will be subject to a 20% restocking fee, if accepted. * AOS is not responsible for configuration, compatibility or products requested per customer-provided specifications. Professional design consulting services are available to be quoted upon request. * Full payment for "flat rate" services is due upon completion. * Increased rates are charged for services performed after-hours, on weekends or holidays. * AOS will coordinate the ordering, delivery, warranties and maintenance agreements of all equipment and software components listed that are purchased through AOS. * AOS will only process orders signed by an agent of the company and a purchase order must be provided if required by your organization. 	<ul style="list-style-type: none"> * Customer is responsible for returning all trade-in merchandise to the designated parties or issue a certificate of destruction if that is required. Failure to do so will result in a charge to the customer for the equipment not returned. * Hourly services are due upon delivery of services. * Non-solicitation of employees. Each party agrees not to hire or solicit for employment (or as an individual independent contractor) any employee of the other party until six (6) months after the date such person terminates employment with the other party. AOS further agrees not to hire or solicit for employment (or as an individual independent contractor) any other individual while he or she is performing services for Customer pursuant to a contract. If this paragraph is breached by the hiring of an employee of Customer or AOS, damages for such breach are agreed to be equal to the demonstrated cost of training a replacement for such individual. This paragraph does not apply to the hiring or solicitation of any individual who did not become known to the hiring or soliciting party as a result of the relationship between Customer and AOS created by this Agreement. * Block contracts must be paid in full prior to receiving the discounted rate on work Flat Rate and Hourly services subject to progress billing at the end of each AOS monthly billing cycle.

To accept this quotation, please sign and return to Alexander Open Systems:

Customer Signature of Authorization	Printed Name
Title	Date

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE PURCHASE OF AN EVIDENCE STORAGE SYSTEM FROM SOUTHWEST SOLUTIONS GROUP FOR USE BY THE FORT SMITH POLICE DEPARTMENT

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

The expenditure of funds from the 2009 Jag Recovery Act Grant Fund, totaling \$41,504.54, is hereby authorized, with the understanding that this expenditure is for the purchase of a Spacesaver High Density Storage system by Southwest Solutions Group for use by the Fort Smith Police Department.

THIS ORDINANCE ADOPTED this _____ day of _____, 2010.

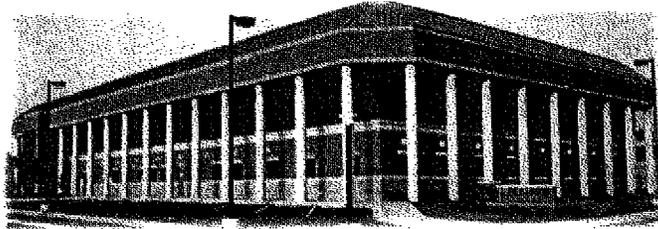
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form  npr
City Attorney



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Dennis Kelly, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: Evidence Storage System Purchase

Date: March 29, 2010

When applying for the BJA FY09 Recovery Act: Edward Byrne Justice Assistance Grant Program, the Fort Smith Police Department identified several equipment and training program needs, which were within the grant guidelines. The evidence vault is located within police department headquarters.

The Fort Smith Police Department, after researching applicable storage systems, has elected to partner with Southwest Solutions Group. Southwest Solutions Group manufactures/installs business organization systems. The Smith Police Department has elected to purchase the Spacesaver High Density Storage system, which will bring a high level of efficiency to our evidence storage process and will permit better utilization of the current allocated space for evidence storage.

The purchase price of the Spacesaver High Density Storage system will be \$41,504.54, which is within the amount requested in the 09 JAG Recovery Act Grant. The specifications of this storage system will meet the current and future needs of the evidence vault, providing a base on which to expand in the future. Southwest Solutions Group is a sole source provider for this type of system and no other bids were solicited.



SOUTHWEST SOLUTIONS GROUP

business organization systems

March 18, 2010

Freddy Rizzo
Fort Smith Police Department
100 S. 10th St.
Fort Smith, AR 72901

Dear Mr Rizzo:

Please accept my sincere thanks for giving Southwest Solutions Group the opportunity to serve you and your staff with your property and evidence room storage requirements. Our staff will always do everything possible to merit the confidence you have shown in giving us this business opportunity.

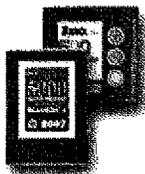
Enclosed is the proposal for the new Spacesaver High Density Storage system. This proposal is being offered for your acceptance and is guaranteed for a period of 60 days.

We look forward to working with you and your staff throughout the successful incorporation of your new Spacesaver system. There will be many logistical considerations involved in this entire change and we understand them in a way that will minimize the time, trouble, and personnel involved.

If you have any questions, please feel free to call upon me at 501-952-3290. We appreciate the opportunity to serve you.

Sincerely,

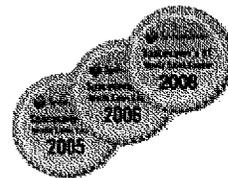
Justin Story



Fortune 500 Company
2007 & 2008



Established in 1969



World Sales Leader
2005 ~ 2006 ~ 2008

17200 Chenal Pkwy Suite 300 #305 Little Rock, Arkansas 72223
Phone (501) 859-0675 Fax (501) 859-0674
www.southwestsolutions.com

Installation & Service

Factory Technicians

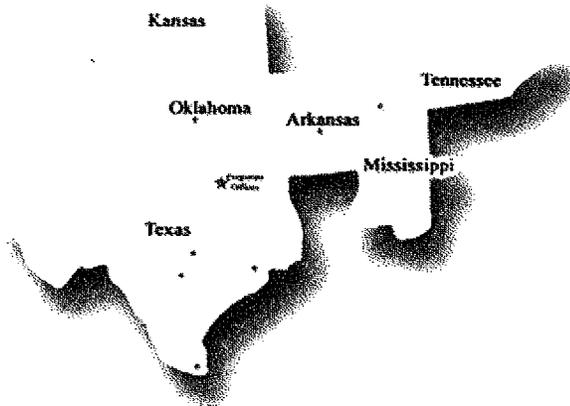
We understand that when you install an automated system from our company, you depend on us to keep your business running smoothly and fast. We take this as a serious commitment, and we maintain factory trained service technicians at our offices to be able to ensure that you continue to save money by keeping your material handling system up and running smoothly. Unlike companies who use sub-contracted labor to install automated equipment, our service technicians are full time employees of Southwest Solutions Group. Since their movements are directed by the company, we keep them close to our customers.

Maintenance Agreements

In addition to installation and service, we offer maintenance agreements for periodic maintenance as well as maintenance agreements after the warranty period expires. The warranty agreement offered by Systec has as a stipulation that periodic service is required to be done every six months by Systec factory trained and certified technicians. Your proposal includes the semi annual maintenance required by Systec. Every six months after installation, you will be contacted by Southwest Solutions Group to schedule this service. The maintenance will require approximately four hours, but the machine will be unavailable to your personnel for only approximately 15 minutes of that time.

Service Dispatch

With 27 service technicians and six service locations throughout Texas, Oklahoma, and Southern Kansas, we are equipped to respond quickly to your service requests with factory trained qualified service technicians. To initiate a service request, simply call our toll-free number 800- 803-1083



Why Southwest Solutions

Our Products

Engineered products built for a lifetime of operation conforming to ISO 9001 quality certification standards. Lifetime warranties on all structural components. World leader with over 30 innovative patents including state-of-the-art safety systems. Because our products save space, utilized recycle content and flexible to potential change, our solutions will advance your LEED environment and efficiency initiatives.

Our People

Our trained sales representatives are knowledgeable in ADA and Fire Code compliance, floor load implications, and innovative layout designs to bring you the best value, code compliance, and efficient solutions. Our commitment to project excellence is demonstrated by our team of 10 planning professionals that develop accurate design drawings, administer order processing, and manage the logistical details of your project through each critical step to insure a hassle free, smooth and timely installation. With over 15,000 successful installations, our platinum certified team of 30 installation and service professionals is committed to doing your job right the first time.

Our Process

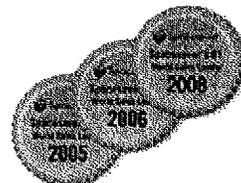
Using the latest communications tools, we are able to respond quickly and professionally to your request for information and service. We utilize the industry leading project tracking information system to track your project from initial contact all the way through installation and beyond to stay on top of your project details so you don't have to. Our website leads the industry as an information resource of new products and applications, as well as providing a 24/7 service response system. With eight offices in the southwest region of the US, we insure consistency in economies of scale, product design, planning, and service from a single source. We look forward to serving you!



Fortune 500 Company
2007 & 2008

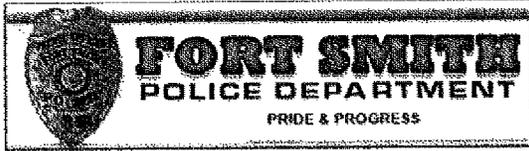


Established in 1969



World Sales Leader
2005 ~ 2006 ~ 2008

Confidence Component



"I cannot say enough on how impressed we were with the professionalism of Southwest Solutions Group. Justin Story did a great job of assisting us with the purchase of our

evidence lockers, and your installation team is by far the best installation team that has ever worked in our building. Thank you for doing a fantastic job and making our project a pleasant experience."

Fort Smith Police Department



"Thank you to Brandon Baird, our Southwest Solutions Group Sales Rep, who went above and beyond the call of duty. Brandon went out of his way to drop off our new library signage on his way to celebrate Christmas with his family! Now that's a WORK ETHIC!"

Columbia County Library

"Southwest Solutions Group has a real winner in Brandon Baird. He inspires confidence in your product offerings and always responds quickly to our requests. Thank you for your excellent service, we will keep his contact information handy."

Columbia County Library



"It was nice coming back from vacation to a completed project. Thank you, our new system works great."

Central Arkansas Veterans Healthcare System



"We are receiving a lot of positive comments on our new mailroom equipment's look and function. We are pleased with the mailroom furniture and look forward to showing it off at our open house in October. Thank you for providing excellent customer service."

Harding University



"Everyone is excited about our new file and box storage system. Your team did a great job. Please give Chad and Justin a bonus for their great work and customer service!"

FedEx

Investment Details

Fort Smith Police Department
Freddy Rizzo
100 S. 10th St.
Fort Smith, AR 72901

Date: March 18, 2010
Proposal #:FSPDSTO-1.pro
Terms: NET 30
F.O.B. Factory
Delivery: 6-8 weeks to ship and install

Spacesaver System Solution

To provide your facility with the storage/filing efficiencies you desire, we are recommending the incorporation of a Spacesaver Mobile Storage System, which consists of the following:

Per drawing FSPDWHEEL-1 KY - High Density Shelving Layout

- Two single faced stationary unit, 3'0" long x 16" deep x 121 ¼" high for pistol box storage, capacity of 400+ pistols in boxes
- Two single faced stationary units, 6'0" long x 26" deep x 121 ¼" high for rifle/long gun storage, capacity of 450+ rifles in boxes
- Five double faced stationary units, 10'6" long x 48" deep x 121 ¼" high for evidence storage using banker boxes
- One single faced stationary unit, 15'0" long x 30" deep x 120" high heavy duty rack
- One single faced stationary unit, 8'0" long x 30" deep x 120" high heavy duty rack, end unit has opening for refridgerator and file cabinet to sit under the first shelf
- Four double faced mobile units, Spacesaver Mechanical Assist operation, each 10'6" long x 48" deep x 128" high
- Please reference drawing for elevations
- Floor mount low profile direct mount rail system that has a ½" tall profile and will mount directly to the existing concrete slab. Does not require ramps, sub floor carpet or tile
- Spacesaver mechanical assist carriages with safety recessed shelving retainer and ergonomic 3-spoke operator with push pin anti-roll mechanism and built in anti drift system
- Exposed ends of the units will be finished with a laminate face panel, your choice of manufacturer's standard colors
- System as designed has future growth potential built into it and up to 4 more moving units with shelving can be added at any time in the future
- Please reference drawing *FSPDWHEEL-1 KY* for all elevations and system dimensions



Your Spacesaver unit is ISO-9001 certified which ensures the highest quality standards available

Investment Details

Your investment includes all necessary design services, manufacturing, packaging, freight, inside delivery, unpackaging, installation by factory certified technicians, cleanup of area, removal of all debris, and warranty. The system and solutions detailed in this proposal have been tailored to the unique and specific needs of Fort Smith Police Department.

Per drawing FSPDWHEEL-1 KY – High Density System and Static Shelving

Total Not To Exceed Investment \$ 37,990.42

*Installation of static shelving in the small room to be performed by Fort Smith Police Department.

Optional Additional Carriage – Price per unit (4 maximum)

Total Not To Exceed Investment \$ 5,707.47

*One double faced mobile units, Spacesaver Mechanical Assist operation, 10'6" long x 48" deep x 7'6 1/8" high. Elevation to be provided with 5 openings per face.

Estimated Sales Tax (based off of \$37,990.42) (9.25%): \$ 3,514.12

** If tax exempt or for re-sale then please provide tax exempt number on next page. **

Terms: NET 30

Leasing opportunities are available.

Note: Above estimate is guaranteed for a period of sixty (60) days* from the date of this proposal. Pricing will be subject to change after that period. The above estimate does not include applicable local or state sales tax.

By: Justin Story

Approved by: _____

Date: _____

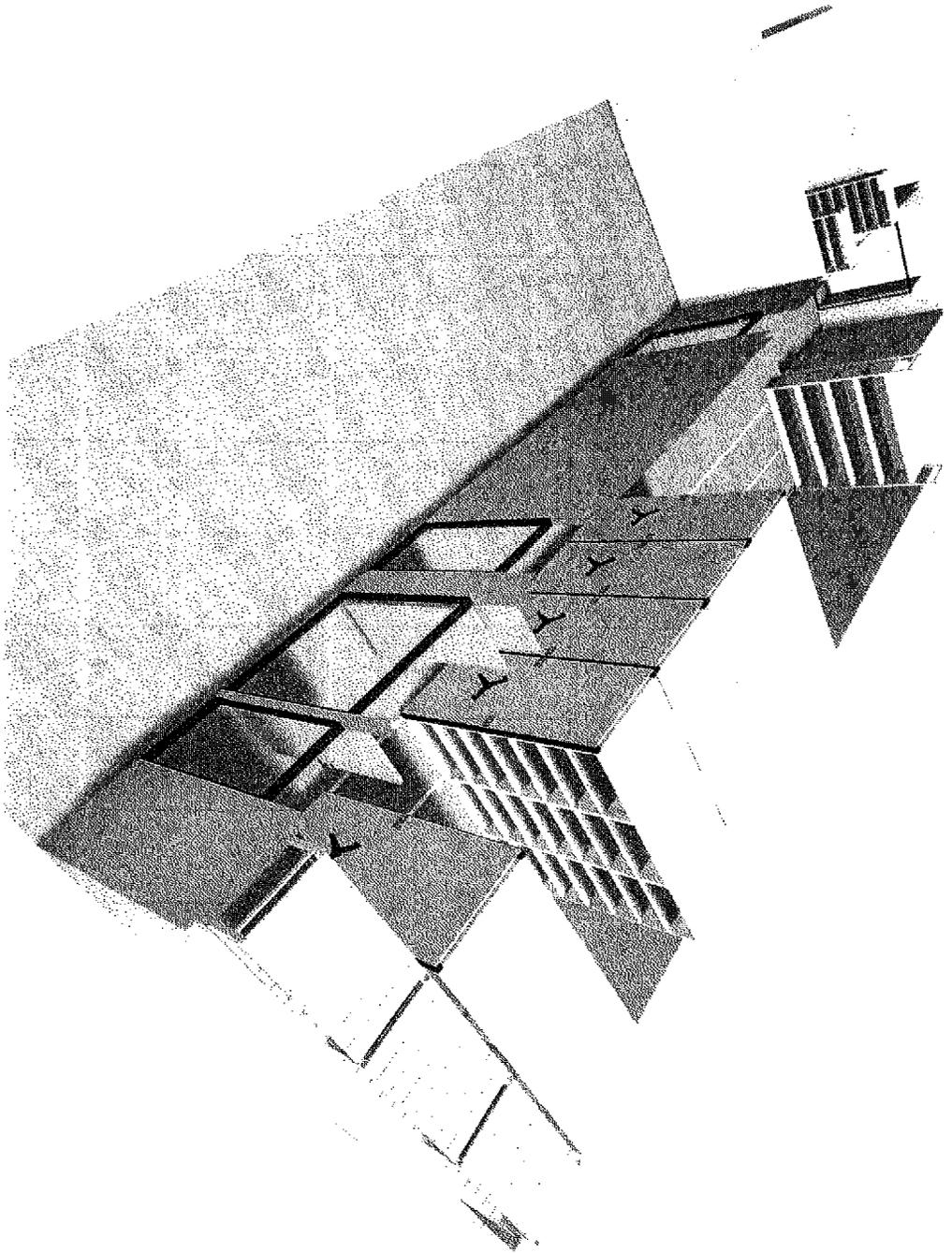
Scope of Work

The following are the responsibilities of Southwest Solutions Group and Fort Smith Police Department to ensure the completion of the project in an efficient, timely manner. The items and services listed in this section, unless otherwise specified herein, have not been included in the system pricing and will be the responsibility and at the expense and liability of Fort Smith Police Department.

<i>By Southwest Solutions Group</i>	
Type	Job Description
General	Manage, coordinate and expedite manufacturing to meet delivery schedules. All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty.
Installation	Complete turnkey installation services by factory certified technicians and training of staff. Weekend installation is available at no additional charge.
Warehouse Storage	Provide two (2) weeks free storage at local warehouse. If additional storage time is needed, due to delays, additional warehouse storage charges will be accrued at the rate of \$2.75 per hundred pound weight per month.
Recessed Rail Requirements	Will provide rail centers and trough requirements to contractor.

<i>By Ft Smith PD</i>	
Type	Job Description
General	Approve proposal page with signature and forward it to us with initial payment. Provide purchase order number and color selection of equipment when appropriate. Pay all appropriate state and local tax as necessary.
Access to Work Area	Provide a cleared work area where new system is to be constructed. If area is not pre-cleared prior to installer's arrival, add \$34.00 per hour, per installer for area to be cleared or for stand by time while area is cleared by others.
Building Obstructions	Remove and/or relocate any building obstructions, such as ducting, lighting fixtures and wiring, drains, piping, structural steel, electrical wiring, conduit, etc. which interfere with the equipment clearances.
Foundation Preparation	Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment (floor load). Provide location information of any conduit running through concrete floors (drilling may be required).
Floor Covering	N/A

Type	Job Description
Recessed Rail Requirements	N/A
Electrical Preparation	N/A
Modifications to Room Dimensions	Southwest Solutions Group will make cuts as needed to uprights of system to clear overhead obstacles and to maximize storage capacity. Lighting in room may need to be re-oriented by Ft Smith Police Department to allow proper lighting over system.
Project Delays	If construction delays occur, it is the responsibility of the client to inform Southwest Solutions Group at least 4 weeks prior to shipping time to delay shipment from factory. If for any reason the installation site is not ready upon the installer's arrival for the scheduled work to be performed, a \$325.00 trip charge will be added. Please provide a minimum of 24 hours notice if the scheduled installer's are not needed.
System Training	Ensure that personnel participating in training sessions are in attendance for scheduled training sessions.
Loading Of Contents	Transfer contents of existing system into new system unless option chosen to have movement of material handled by Southwest Solutions Group's moving teams.



**Ft. Smith Police Dept
Property and Evidence
Ft. Smith, AR**

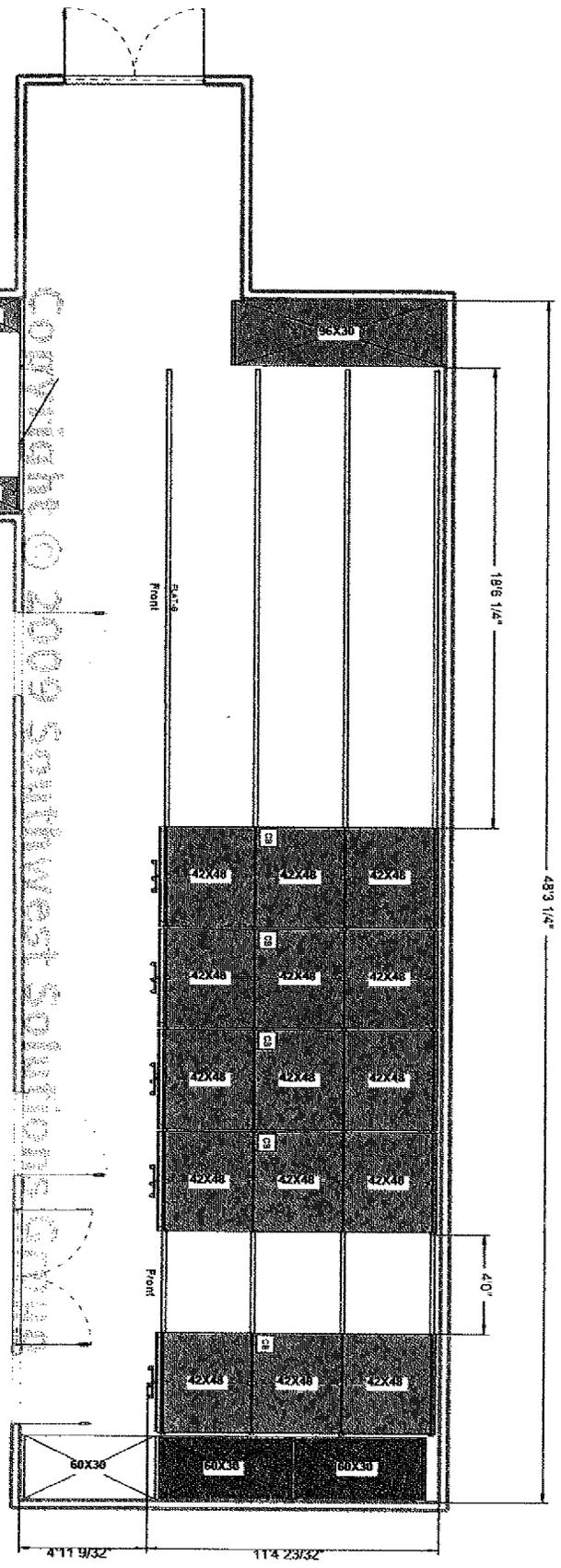
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Scale:	1:25	Sheet:	1 of 1	Equipment Weight:	10976 LBS
Printed Date:	11/02/2009	Drawn By:	JS	Media Weight:	0.00 LBS
Drawing:	FSPDWHEEL-1 KY	Total Weight:	10976 LBS	Total Capacity:	12868 LFI
Salesperson:	Justin Story				



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See copyright details below

SpaceSaver Wheelhouse System should be installed on solid concrete floor or VCT covered concrete floor. Any existing carpet must be removed prior to installation at the rail locations.
 Floor levelness should meet standard General Contractor code of 1/8" over 10'



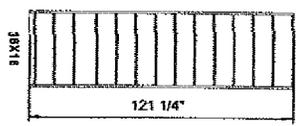
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Salesperson:	Justin Story				

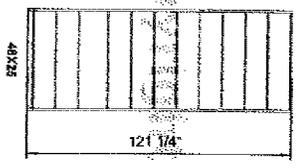
**Ft. Smith Police Dept
 Property and Evidence
 Ft. Smith, AR**

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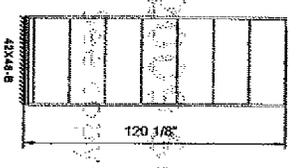
ELEVATION
 121 1/4" OVERALL
 121 1/4" UPRIGHTS
 13 OPENINGS
 12 @ 9 1/4" CLEAR
 1 @ 9 3/4" CLEAR
 221 PISTOLS



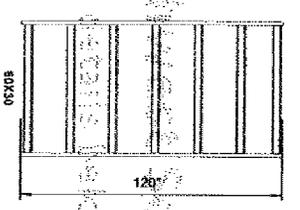
ELEVATION
 121 3/4" OVERALL
 121 3/4" UPRIGHTS
 11 OPENINGS
 1 @ 12 3/4" CLEAR
 10 @ 9 3/4" CLEAR



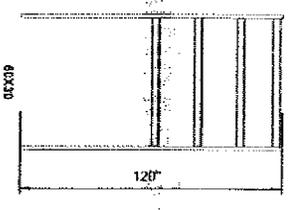
ELEVATION
 120 1/8" OVERALL
 118 1/4" UPRIGHTS
 7 OPENINGS
 @ 15 1/4" CLEAR



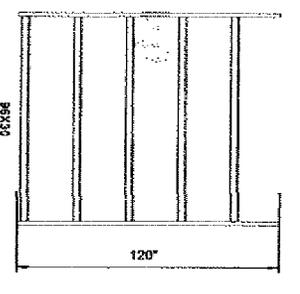
ELEVATION
 120" OVERALL
 120" UPRIGHTS
 6 OPENINGS
 5 @ 15 7/8" CLEAR
 1 @ 12 7/8" CLEAR



ELEVATION
 120" OVERALL
 120" UPRIGHTS
 4 OPENINGS
 2 @ 15 7/8" CLEAR
 1 @ 12 7/8" CLEAR
 1 @ 9 3/4" CLEAR



ELEVATION
 120" OVERALL
 120" UPRIGHTS
 5 OPENINGS
 @ 20 3/8" CLEAR



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Scale:	1:85	Sheet:	2 of 2	Equipment Weight:	10971 LBS
Printed Date:	11/02/2009	Drawn By:	JS	Media Weight:	0.00 LBS
Drawing:	FSPDWHEEL-1 KY		Total Weight:	10971 LBS	
Salesperson:	Justin Story		Total Capacity:	12868 LFI	

**Ft. Smith Police Dept
 Property and Evidence
 Ft. Smith, AR**

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RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCATION AND ACCESS AGREEMENT AND ADDENDUM WITH BASE PRODUCTIONS, INC.

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

The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a Location and Access Agreement with Addendum with Base Productions, Inc. in substantially the same forms as attached hereto as Exhibit "1."

This Resolution adopted this _____ day of April, 2010.

APPROVED:

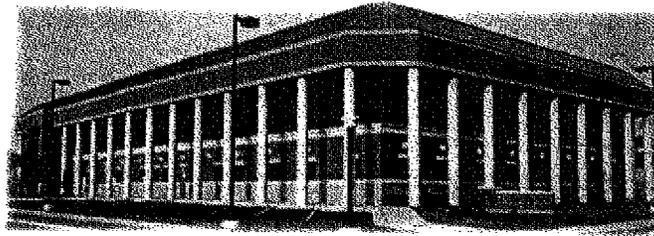
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

_____
npr

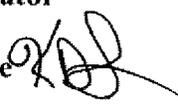


Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Dennis Kelly, City Administrator

From: Kevin Lindsey, Chief of Police 

Subject: Location and Access Agreement with BASE Productions, Inc.

Date: March 24, 2010

For the past several months, the Fort Smith Police Department's Patrol Division has been participating in a research and development project with TASER, INC. regarding their AXON officer mounted video recording device. Patrol officers wear and use the AXON audio/video head-mounted equipment as part of the police department's research on in-car video solutions for the patrol division.

Recently, we were approached by BASE Productions and asked to consider participation in filming a television pilot that incorporated TASER, INC. AXON equipment. Essentially, the premise of the television program is to follow police officers from various units within the department during the normal performance of their duties while being filmed by a lone television producer. Later, BASE Productions would cut and edit the video footage with cutaways of the footage from an officer's AXON head-cam, thus providing the viewer a "bird's eye view" of what officers actually see, juxtaposed to what the producer's camera sees.

BASE Productions is a ten-time Emmy Award and ten-time IDEA Award-winning production company based in Los Angeles and Washington, D.C. The company has produced programming for a variety of cable channels such as A&E, Animal Planet, The Discovery Channel networks, Fox Sports net, G4, HBO, MTV, National Geographic Channel and Spike TV, among others.

Police Department staff, the city attorney, and BASE Productions CEO Mickey Stern have worked to develop a LOCATION AND ACCESS AGREEMENT that meets the needs of the City and BASE Productions, and includes consideration to be paid to the City in accordance with the terms of the AGREEMENT.

Production for this project should take about one year and result in a sufficient amount of video footage to produce six one-half hour television episodes. Staff recommends approval of the Resolution.

Location and Access Agreement

PARTIES:

["PRODUCER"]
Base Productions, Inc.
16961 Thunder Road
Haymarket, Virginia 20169
(703) 281-3700

["DEPARTMENT"]
City of Fort Smith, Arkansas,
623 Garrison Avenue, Room 315
Fort Smith, Arkansas 72901

PURPOSE:

In order to work together on the production of the television program with the working title "POV PD", Department hereby grants to **BASE Productions, Inc** ("Producer") and its respective parents, subsidiaries and affiliates, licensees, successors and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, permission to enter upon and use the Property and the contents thereof and the appurtenances thereto owned and/or operated by Department including without limitation the property at 100 South 10th Street, Fort Smith, Arkansas ("**Fort Smith Police Department**"), (all locations individually and collectively the "Property") for the purposes of filming, photographing and/or recording certain scenes in connection with a television program tentatively titled "**POV PD**" as described in the attachment hereto and incorporated herein by reference (the "Program") during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. During the period of this agreement, this permission shall include the right to enter the Property, to film, photograph and otherwise record the Property and its contents, and to film, photograph and otherwise record Department's activities and personnel on and around the Property. For purposes of clarity, nothing in this Agreement shall be deemed to grant Producer the right to broadcast video content captured of private property or individual likenesses other than Department locations and personnel; all such private clearances and releases shall be the sole responsibility of Producer. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials". Producer acknowledges that it has represented to Department and that Department expressly relies on this in entering into this Agreement, that Producer's activities under this Agreement are not intended for the purpose of investigating the Department, or to knowingly subject it to liability for claims by 3rd parties, or to subject the Department to ridicule and scorn, or to undermine or impede its ability to conduct police business including the investigation of criminal cases.

The following terms and conditions shall apply:

(1) **ACCESS AND RESTRICTIONS:** Producer shall perform its activities subject to the reasonable restrictions and limitations imposed by Department for reasons of safety, illegality, security, or liability; provided, however, that Department shall at all times makes best efforts to allow and maintain Producer's access to the Property, activities and personnel contemplated herein for the purposes herein described. Producer shall comply with all applicable laws, including City of Fort Smith Codified Ordinances.

(2) **PROTECTION OF INVESTIGATION AND PROSECUTION:** (a) Department shall have the right to view a Rough Cut and Fine Cut of each episode and to provide written comments thereon. In the event that Department does not comment on each cut in writing within three (3) business days of receipt of the cut by Department, said cut shall be deemed to have been approved. Producer will consult with Department in good faith and use best efforts to make revisions as the Department reasonably requests, subject always to normal and customary Network approval, so that no content will be included in the final Programs that, to Producer's direct and contemporaneous knowledge, a) will directly and substantially jeopardize the legal outcome of a criminal investigation or the Department's ability to legally conduct its business or participate in the Programs; b) is demonstrably and substantially false in the context of the entire program; or c) could endanger the life or physical safety of Department personnel. Subject always to normal and customary Network approval, Producer will make best efforts to address any significant concerns raised by the Department as to any such issue, by using one or more of the following approaches: securing Appearance, Location or other Releases from Program participants; blurring or otherwise obscuring identities; withholding or changing names and/or case facts; omitting or altering sensitive information; or otherwise making accommodation to protect the integrity of any ongoing investigation or prosecution. Subject to Producer's compliance with the above, Department

BASE Productions, Inc. • *Crime Scene 360* Location and Access Agreement • 3/24/10 Page 1 of 4

INITIALS: _____
Department Producer

Location and Access Agreement

acknowledges and accepts that the Network has exclusive control over final editorial content, and that Producer shall have the right to broadcast and otherwise air, exploit, promote and/or distribute the Programs irrespective of the legal status of the case(s) in question, including without limitation prior to the adjudication of the case(s) in question.

(b) Producer shall use all reasonable efforts to implement and maintain appropriate safe guards to prevent unauthorized access to or use of raw video footage from the Program.

(c) (1) Producer shall have the right to adopt and implement a destruction policy for raw footage of the Programs. Producer acknowledges and agrees its current destruction policy for raw video footage related to the Programs consists of the destruction of raw video footage for each episode of the Programs within two (2) business days of delivery to and acceptance by the Network of the episode concerned. The Producer shall maintain and adhere to this policy throughout the term of the agreement.

(2) Notwithstanding the foregoing, Producer agrees not to destroy any raw footage of the Programs (not already destroyed pursuant to Producer's destruction policy then in effect) upon Producer's receipt of a judicial order issued by a court of competent jurisdiction requesting that such raw video footage not be destroyed, provided, however, nothing contained herein shall be construed to preclude Producer from opposing any disclosure order by a court or a subpoena from a third party requesting Producer to produce copies of any such raw video footage of the applicable Program.

(3) **INSURANCE AND INDEMNIFICATION:** Producer shall maintain reasonable and customary Production and Liability insurance policies, and shall provide Department with written evidence of such coverage. Producer agrees to indemnify and hold the Department harmless, including attorney's fees and costs, for and against all suits or claims based upon any injury to persons or property arising out of any acts or omissions of Producer, its employees, agents, contractors, or assigns. Neither party shall be deemed the agent of the other party under this Agreement.

(4) **TERM:** The term of this Agreement shall be from March 26, 2010 until April 2, 2011. During said term, Producer shall have the right to film episodes of the Program as set forth herein, and Producer shall also have the right to conduct appropriate pickup shoots of short duration (normally several days each), which pickup shoots may extend or take place beyond the Term. Provided that Producer is not in breach of this Agreement, Producer shall have the right to extend the Term of this Agreement on an annual basis (for additional one year periods), by providing written notice to Department not later than 30 days prior to expiration of the then current Term. During the Term, Producer's rights and access shall be exclusive for long-form television, documentary and/or reality television show production and development, subject only to the exception of permitting Department to participate in specific, limited, individual episodes of the television program "America's Most Wanted", if such episodes focus exclusively on unsolved, cold cases within Department's jurisdiction. Producer's exclusive access shall not, however, limit Department's right to allow filming for training or short-form promotional purposes, or for news or short-form television news magazine coverage.

(5) **TECHNOLOGY AND EQUIPMENT:** Producer shall use best efforts to secure cutting-edge Crime Scene technology, equipment, software and training (hereinafter "Technology") for Department's use throughout the Term at no cost to Department. Department agrees that it shall operate, care for and maintain any such Technology with reasonable care, and shall return all or any portion of said Technology within thirty (30) days of receipt of a written request after the completion of the Term or the completion of Producer's use of the Technology, whichever is sooner. Producer shall use best efforts to secure the donation, long-term loan and/or significant discounting of all Crime Scene Technology Products and Services solicited for on-camera use in the Program, which shall be documented per separate written agreement between the parties.

(6) **LOCATION AND APPEARANCE RELEASES:** Prior to and during filming, Department will execute the standard Location Release attached hereto and incorporated herein by reference, and shall require all of its filmed personnel to execute the standard Appearance Release attached hereto and incorporated herein by reference, as well as such additional Releases requested by Producer from time to time in the normal course of business, including without limitation additional Location and Appearance Releases, Photo and Video releases, and other standard production releases. For purposes of clarity, nothing in this Agreement shall be deemed to grant Producer the right to broadcast video content

INITIALS:

_____ Department

_____ Producer

Location and Access Agreement

captured of private property or individual likenesses other than Department locations and personnel; all such private clearances and releases shall be the sole responsibility of Producer. Producer shall be solely responsible for determining when releases are needed and for obtaining releases from any persons to be filmed, though Department may assist the Producer. Producer agrees to execute the Department's standard Adult Ride Along Release when requested to do so by Department and shall comply with the related Department Policy, G.P.O. 1.3.10.

(7) **FACILITIES:** Producer may place all necessary facilities and equipment on the Property and agrees to remove same after completion of work and to leave the property in as good of condition as when received. Producer agrees to seek permission before making any modifications or alterations to the Property.

(8) **USE AND CARE:** Producer will use reasonable care to prevent damage to said Property, and will indemnify the Department, and all other parties lawfully in possession, of said Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon, but not limited to, personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Producer and/or A&E's part in connection with Producer and/or A&E's use of the Property.

(9) **GRANT OF RIGHTS:** Department grants to Producer all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, and in connection with the Program, Producer or otherwise and for advertising and promotional purposes in connection therewith and all rights, including copyright in the Materials shall be and remain vested in Producer, and neither the Department, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer or any other party arising out of any use of said Materials with the exception of use or intended use known by Producer that is defamatory, untrue or censorable in nature, or knowingly subjects the Department to legal liability. Producer agrees to provide Department with a copy of the final transmitted program, if any, for private use of Department.

(10) **RIGHTS AND AUTHORITY:** The Department acknowledges that Producer is photographing and recording such scenes in express reliance upon the foregoing. The Department represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder.

(11) **NO OBLIGATION:** Producer is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise. Producer may at any time elect not to use the Property by giving the Department written notice of such election, in which case, neither party shall have any obligation hereunder. In such an event, Producer shall not make any future use of the Property without the express written permission of the Department.

(12) **ENTIRE AGREEMENT:** This is the entire agreement and the signatories below have all rights and authority to enter into this Agreement on behalf of each respective entity. No other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated.

AGREED AND ACCEPTED BY:

CITY OF FORT SMITH, ARKANSAS

BY: _____
Mayor

DATE: _____

INITIALS: _____
Department Producer

Location and Access Agreement

Attest:

City Clerk

Print Name: _____

DATE: _____

BASE PRODUCTIONS, INC.

BY: _____

DATE: _____

Mickey Stern, CEO

INITIALS:

_____ Department

_____ Producer

ADDENDUM to
Location and Access Agreement Between
Base Productions, Inc. and the City of Fort Smith, Arkansas

The following ADDENDUM shall clarify the "consideration" section and shall be considered a part of the above-referenced Location and Access Agreement of the same date hereof, and shall be incorporated therein by reference. To the extent that the terms of this Addendum and any subsection of said Location and Access Agreement should be in conflict, this Addendum shall control, with all other terms of the Location and Access Agreement remaining in full force and effect.

In consideration of the City of Fort Smith, Arkansas ("City") entering into a Location and Access Agreement with Base Productions, Inc. ("Producer"), this __ day of April, 2010, Producer agrees to make payments to the City, through its City Treasurer, in the sum of Five Thousand Dollars (\$5,000.00) per completed episode filmed in the City, such payments then being divided by the City into two equal parts, one-half of the consideration going to the City's Police Department to be used for purchases that do not supplant the Police Department's adopted fiscal budget allowances, and the other one-half going to the City's Parks and Recreation Department to purchase playground equipment.

RESOLUTION NO. _____

7 N

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER TWO
WITH THE HAVENS CONSTRUCTION COMPANY, INC., FOR THE
SUNNYMEDE RELIEF SANITARY SEWER LINE IMPROVEMENTS

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

Change Order Number Two in the amount of \$15,522.95 to the contract with The Havens
Construction Company, Inc., for the construction of the Sunnymede Relief Sanitary Sewer Line
Improvements - S002 & S003, Project Number 06-11-C2C, and adjusting the contract amount to
\$1,667,834.35, is hereby approved.

This Resolution adopted this _____ day of April 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

RESOLUTION NO. _____

70

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL
PAYMENT TO THE HAVENS CONSTRUCTION COMPANY, INC., FOR THE
SUNNYMEDE RELIEF SANITARY SEWER LINE IMPROVEMENTS

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

SECTION 1: The construction of the Sunnymede Relief Sanitary Sewer Line
Improvements - S002 & S003, Project Number 06-11-C2C, is accepted as complete.

SECTION 2: Final payment to the contractor, The Havens Construction Company, Inc.,
in the amount of \$202,098.54, is hereby approved.

This Resolution adopted this _____ day of April 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator

DATE: March 11, 2010

FROM: Steve Parke, Director of Utilities

SUBJECT: Sunnymede Relief Sanitary Sewer Line Improvements - S002 & S003
Project Number 06-11-C2C

The Havens Construction Company, Inc., has completed all work on the Sunnymede Relief Sanitary Sewer Line Improvements - S002 & S003 and has submitted a final pay request and Change Order Number Two. The change order adjusts the final unit quantities and adds 53 days for weather related delays. The change order represents a net increase of \$15,522.95 adjusting the final contract amount to \$1,667,834.35. An exhibit showing the project location is attached.

I have attached two Resolutions, the first authorizing Change Order Number Two in the amount of \$15,522.95, and the second accepting the project as complete and authorizing final payment in the amount of \$202,098.54. It is my recommendation that the change order be approved, the project be accepted as complete, and the final payment be authorized.

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

attachment

pc: Ray Gosack

Project Summary
 City of Fort Smith
 Utility Department

Project Status: Complete

Project name: **Sunnymede Relief Sanitary Sewer Line Improvements - S002 & S003**

Today's Date: March 11, 2010

Project number: **06-11-C2C**

Staff contact name: Steve Parke

Project engineer: Mickle Wagner Coleman, Inc.

Staff contact phone: 784-2231

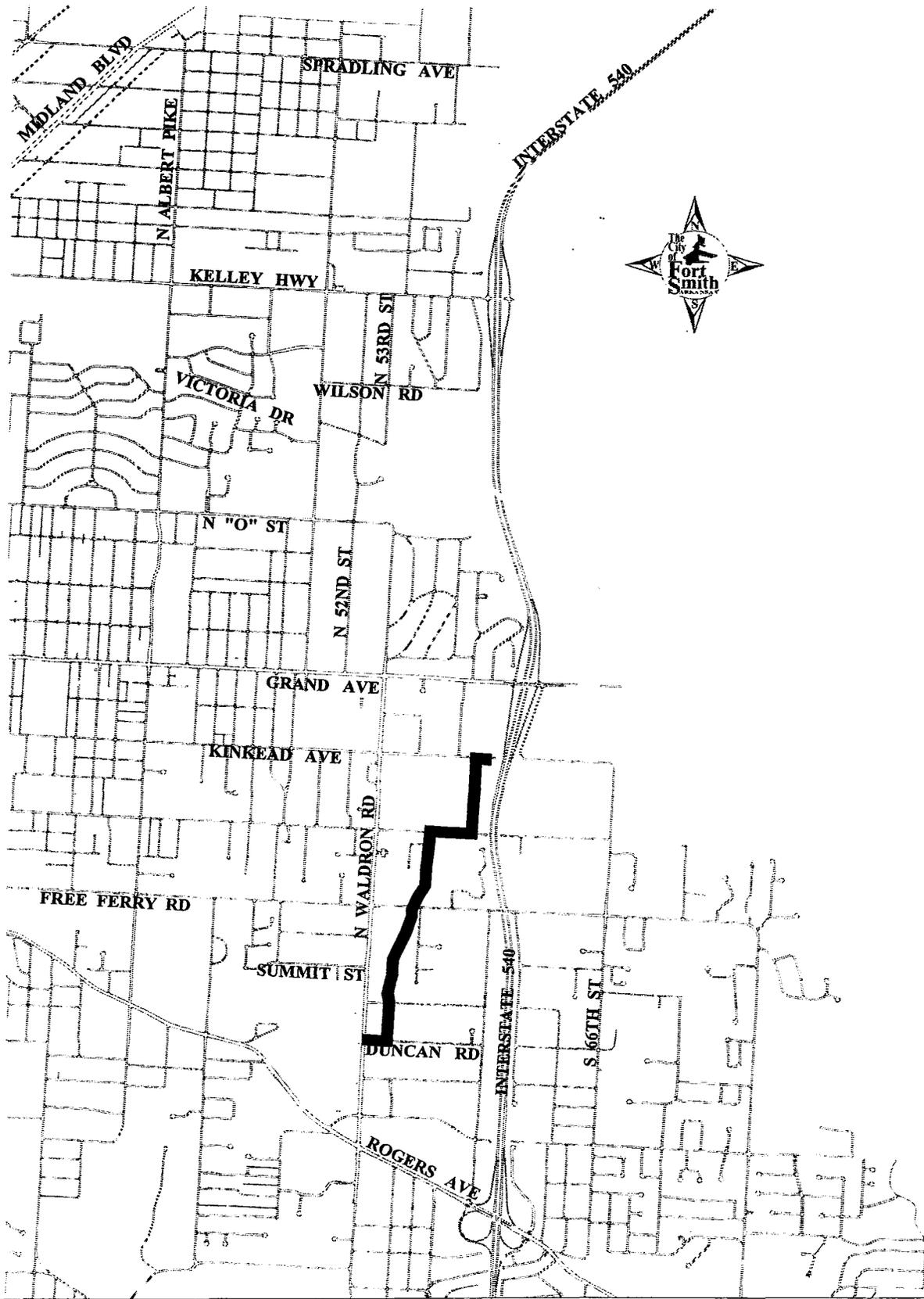
Project contractor: The Havens Construction Company, Inc.

Notice to proceed issued: March 30, 2009

Completion date: February 6, 2010

	Dollar Amount	Contract Time (Days)
Original contract	\$1,626,388.00	230
Change orders:		
Number One	\$25,923.40	30
Number Two	\$15,522.95	53
Total change orders	\$41,446.35	<u>83</u>
Adjusted contract	<u>\$1,667,834.35</u>	<u>313</u>
Payments to date (as negative):	\$-1,465,735.81	87.9%
Amount of this payment (as negative)	\$-202,098.54	12.1%
Retainage held	\$0.00	
Contract balance remaining	\$0.00	0.0%
Amount Over (under) as a percentage	2.5%	

Final Comments:



**SUNNYMEDE BASIN
RELIEF SEWER LINE IMPROVEMENTS
PROJECT 06-11-C2C**

RESOLUTION NO. _____

7 P

RESOLUTION AUTHORIZING PARTIAL PAYMENT TO BRANCO ENTERPRISES,
INC., FOR CONSTRUCTION OF THE PHASE II "P" STREET WASTEWATER
TREATMENT PLANT WET WEATHER IMPROVEMENTS - SCHEDULE 2

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

Partial payment number twenty-one to Branco Enterprises, Inc., in the amount
\$956,954.34 for the construction of the Phase II "P" Street Wastewater Treatment Plant Wet
Weather Improvements - Schedule 2, Project Number 05-14-C1, is hereby approved.

This Resolution adopted this _____ day of April 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator

DATE: March 26, 2010

FROM: Steve Parke, Director of Utilities

SUBJECT: Phase II "P" Street Wastewater Treatment Plant
Wet Weather Improvements - Schedule 2
Project Number 05-14-C1

Branco Enterprises, Inc., has submitted partial pay request number twenty-one in the amount of \$956,954.34 for work completed on the Phase II "P" Street Wastewater Treatment Plant Wet Weather Improvements - Schedule 2. A project summary sheet is attached for your information. Branco is currently on schedule to complete the work by the contract completion date.

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

attachment

pc: Ray Gosack

Project Summary

City of Fort Smith
Utility Department

Today's Date: March 26, 2010

Project name: **Wet Weather Improvements, P Street Wastewater Treatment Plant Phase II - Schedule 2**

Staff contact name: Steve Parke

Project number: **05-14-C1**

Staff contact phone: 784-2231

Project engineer: Hawkins-Weir Engineers, Inc.

Notice to proceed issued: July 21, 2008

Project contractor: Branco Enterprises, Inc.

Completion date: September 25, 2010

	Dollar Amount	Contract Time (Days)
Original contract	\$31,840,000.00	750
Change orders:		
Number One	\$48,626.00	31
Number Two	\$36,561.14	35
Total change orders	\$85,187.14	<u>66</u>
Adjusted contract	<u>\$31,925,187.14</u>	<u>816</u>
Payments to date (as negative):	\$ (22,856,216.14)	71.6%
Amount of this payment (as negative)	\$ (956,954.34)	3.0%
Retainage held	\$1,596,259.36	
Contract balance remaining	\$8,112,016.66	25.4%
Amount Over (under) as a percentage		0.3%

Final Comments:

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator

DATE: March 30, 2010

FROM: Steve Parke, Director of Utilities

SUBJECT: Wastewater Collection System Monitoring
Engineering Agreement - Project No. 10-07-E1

With wastewater collection system outfall line improvements and wet weather pumping and flow equalization facilities within the Sunnymede basin nearing completion, it is prudent to install temporary wastewater flow meters at several key locations within the collection system to verify wet weather flow to rainfall relationships. Temporary meters will be installed at manhole locations originally monitoring as a part of the Year 2000 system-wide flow monitoring program and the results compared to previous data. This information will aid in evaluating the effectiveness of the Sunnymede improvements and to update flow input data for our Sunnymede collection system model. To accomplish this task we have asked the RJN Group, Inc., to provide a proposal for temporarily installing four flow monitors and two rain gauges for a 60 day period within the Sunnymede basin. Following collection of data RJN will develop average dry weather diurnal curves, rainfall/wet weather flow correlations for selected storm events occurring during the monitoring period, design peak inflow rates for design storm events, and capacity analysis at the monitored sites.

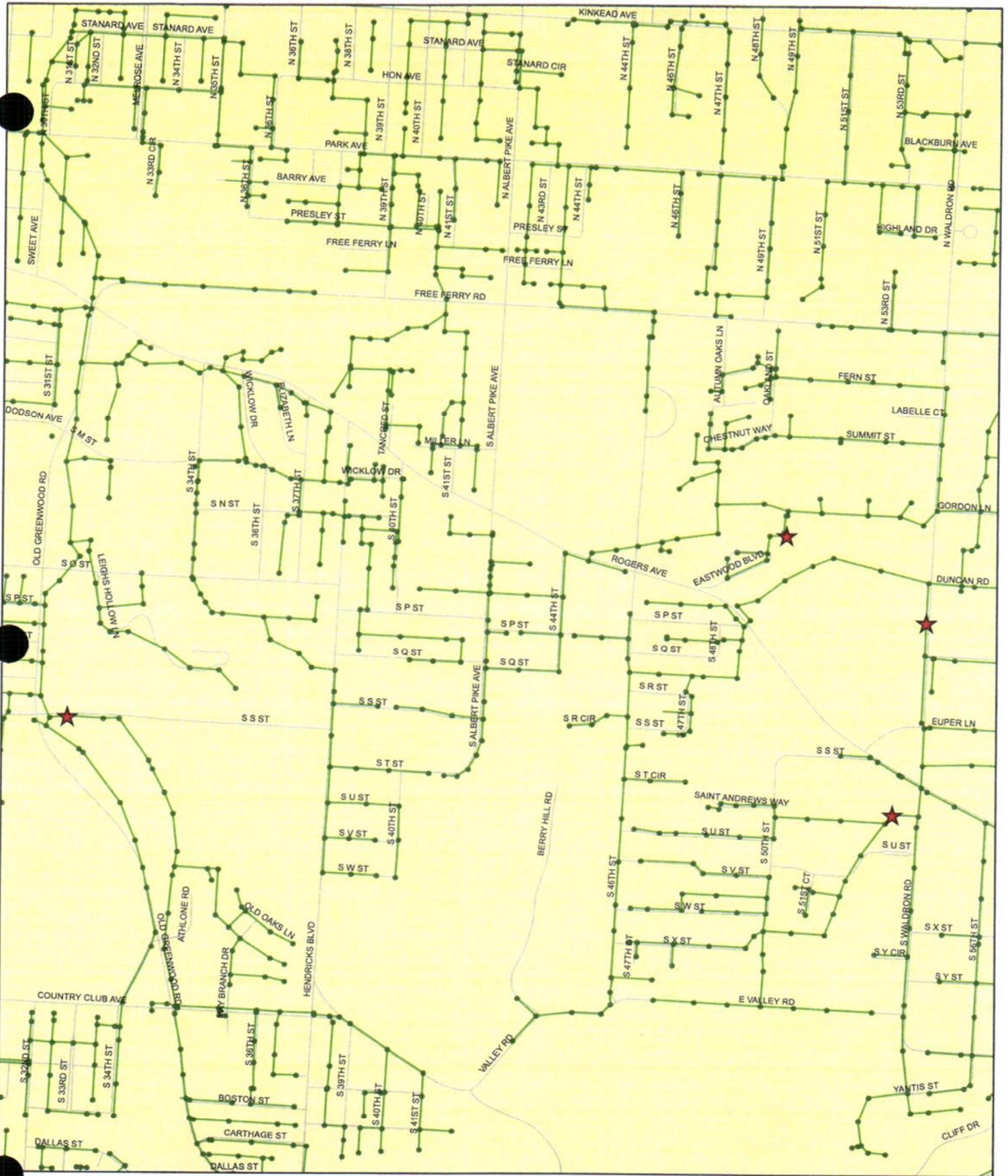
In addition to the Sunnymede sites, four sites within sub-basins 10 and 22 have been selected for post construction flow monitoring along with one site for the installation of a temporary rain gauge. Neighborhood wastewater collection system improvements completed within these sub-basins will be monitored to determine the effectiveness of those improvements at reducing peak wet weather flows. Monitoring results will be compared to flow monitoring data gathered prior to the construction of these improvements. Post construction monitoring of these areas is required under the current EPA Administrative Order to substantiate progress in reducing peak wet weather flows which contribute to system overflows and bypasses.

Finally, four sites within the Zero Street basin have also been selected for flow monitoring along with one site for gathering rainfall data. Rainfall to peak flow correlations at these sites will provide baseline data for comparison to similar data following the completion of wet weather improvements currently under design by four of our local engineering firms.

I have attached a resolution authorizing the Mayor to entering into an agreement with the RJN Group, Inc., for providing the flow monitoring services describe above for a not-to-exceed fee of \$77,859.00. Funds for this service are available from the bonds issued for wet weather system improvements. Should you or members of the Board have questions or need any additional information, please let me know.

attachment

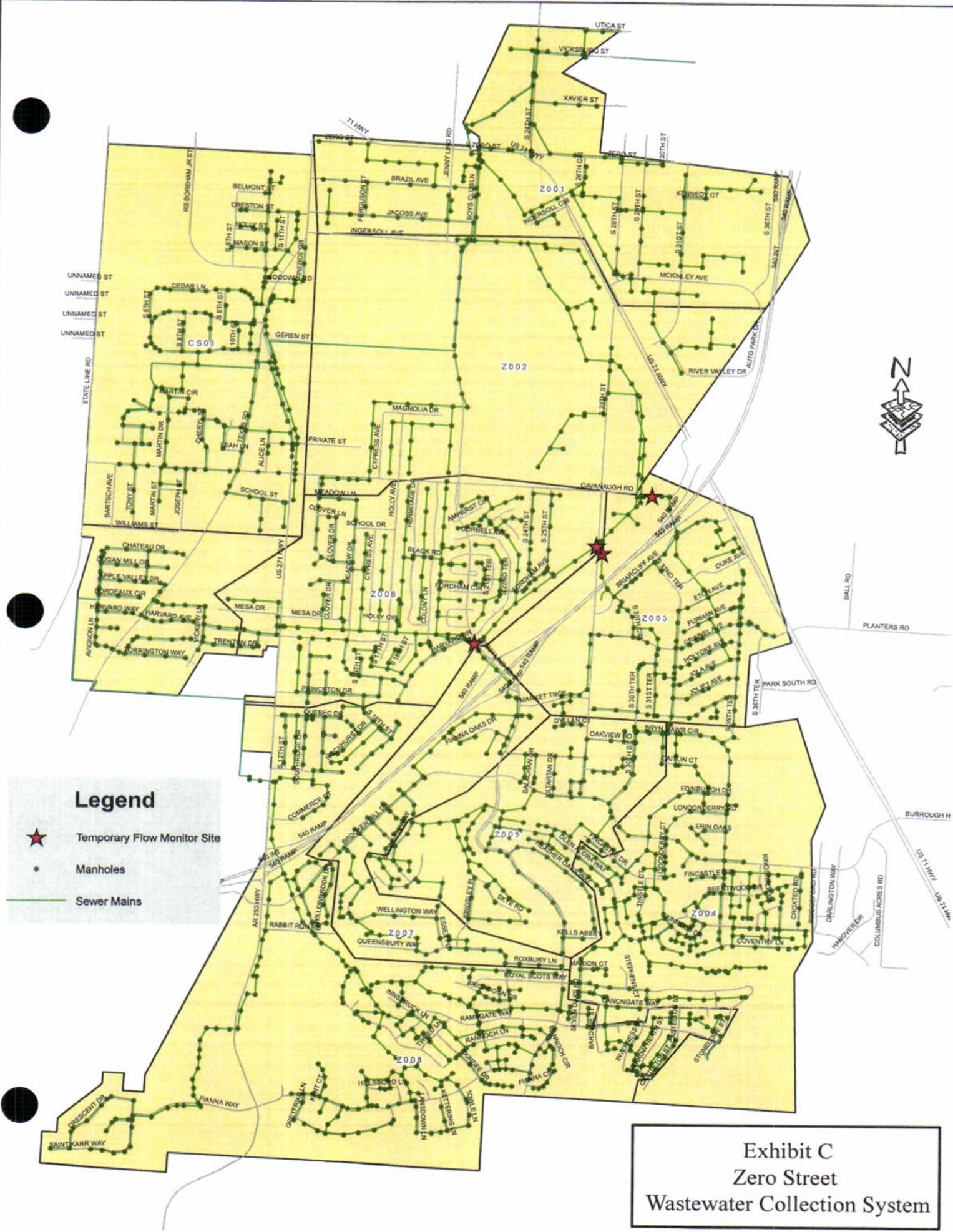
pc: Ray Gosack



Legend

- ★ Temporary Flow Monitor Site
- Manholes
- Sewer Mains

Exhibit B
Sub-Basins 10 & 22
Wastewater Collection System



Legend

- ★ Temporary Flow Monitor Site
- Manholes
- Sewer Mains

Exhibit C
Zero Street
Wastewater Collection System

INTER-OFFICE MEMO

TO: Dennis Kelly, City Administrator

DATE: March 31, 2010

FROM: Steve Parke, Director of Utilities

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

Crossland Heavy Contractors, Inc., has submitted partial pay request number seven in the amount of \$1,860,217.70 for work completed on the Lake Fort Smith Water Treatment Plant Improvements - Contract 3. A project summary sheet is attached for your information. The quality of Crossland's work has been very good and they are on schedule to complete the project by the contract completion date.

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

attachment

pc: Ray Gosack

Project Summary

Project Status: Underway

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

Today's Date: March 31, 2010

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

Staff contact name: Steve Parke

Project engineer: Burns & McDonnell, Inc.

Staff contact phone: 784-2231

Project contractor: Crossland Heavy Contractors, Inc.

Notice to proceed issued: August 31, 2009

Completion Date: October 25, 2011

	Dollar Amount	Contract Time (Days)
Original contract	\$31,641,000.00	785
Change orders:		
Change Order No. 1	\$22,902.00	14
Change Order No. 2	\$89,078.00	49
Total change orders	\$111,980.00	<u>63</u>
Adjusted contract	<u>\$31,752,980.00</u>	<u>848</u>
Payments to date (as negative):	\$-3,863,226.20	12.2% complete
Amount of this payment (as negative)	\$-1,860,217.70	
Retainage held	\$635,938.21	
Contract balance remaining	\$26,029,536.10	
Amount Over as a percentage	1.00%	

Final Comments:

To date contractor has completed 17.25% of project. (Does not include payment for materials stored)



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Wendy Beshears, Administrative Assistant *WB*
DATE: March 31, 2010
SUBJECT: Ad Hoc Committee

The information on the applicants for the Ad Hoc Committee will be available April 6, 2010 at the Board of Directors meeting.