



# AGENDA

FORT SMITH BOARD OF DIRECTORS  
REGULAR MEETING

*July 5, 2011 ~ 6:00 P.M.*

FORT SMITH PUBLIC SCHOOLS  
SERVICE CENTER  
3205 JENNY LIND ROAD

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

**INVOCATION & PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS  
OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING**

*(Section 2-37 of Ordinance No. 24-10)*

**APPROVE MINUTES OF THE JUNE 21, 2011 REGULAR MEETING**

**ITEMS OF BUSINESS:**

1. Presentation of the 2010 Audit
2. Ordinance amending Ordinance No. 37-11 regarding property located at 2801 Royal Scots Way
3. Ordinance adopting an amendment to the Land Use Matrix in the Unified Development Code *(allow limousine service as conditional use in Commercial 6 zoning districts)*
4. Ordinance rezoning identified property and amending the zoning map *(from Residential Multi-Family Medium Density (RM-3) to Residential Single-Family High Density (RS-4) by classification located at 3751 Park Avenue)*
5. Ordinance rezoning identified property and amending the zoning map *(from Commercial Heavy (C-5) to Residential Multi-Family Medium Density (RM-3) by extension located at 2301, 2307, 2309, 2313, 2317, 2321 and 2325 North 28<sup>th</sup> Street)*

6. Ordinance rezoning identified property and amending the zoning map (*from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single-Family Medium Density (RS-2) by extension located at 3201-3415 Leigh's Hollow Place; 3301 South "S" Street; 3400, 3408, 3518, 3520, 3600, 3610, 3618, 3624, 3710, 3716 South "O" Street; and 1600, 1604, 1614, 1616, 1714, 1716, 1800, 1810, 1820, 1906 Hendricks Boulevard*)
7. Ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map (*Master Land Use Plan from Residential Attached to Residential Detached; Rezoning from Residential Single-Family Medium/High Density (RS-3-SPL) and Residential Multi-Family Medium/High Density (RM-3-SPL) to Residential Single-Family High Density (RS-4) by classification located at 9000 Texas Road*)
8. Ordinance rezoning identified property and amending the zoning map (*from Residential Single-Family Duplex Low/Medium Density (RSD-2) to Residential Single-Family High Density (RS-4) by classification located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road*)
9. Ordinance rezoning identified property and amending the zoning map (*from Unzoned to Industrial Moderate (I-2) by classification located at 11802 Roberts Boulevard*)
10. Ordinance amending Article IV of Chapter 11 of the Fort Smith Municipal Code regarding procedure for fill and grading
11. Resolution establishing an Animal Service Task Force
12. Consent Agenda
  - A. Resolution authorizing a change order for the construction of Sunnymede Tributary Drainage Improvements, Project No. 09-06-A (*\$11,803.31 / Engineering Department; Budgeted – Street Sales Tax Fund*)
  - B. Resolution authorizing a time extension, accepting completion of and authorizing a final payment for the construction of Sunnymede Tributary Drainage Improvements, Project No. 09-06-A (*\$63,190.68 / Engineering Department; Budgeted – Street Sales Tax Fund*)
  - C. Resolution authorizing the Mayor to designate and authorize a contract with Western Arkansas Planning and Development District, Inc. for administration services of the IKE-2 Arkansas Community and Economic Development Grant (*\$23,720.00 / CDBG Department; Not budgeted - Funding from IKE-2 Grant*)

- D. Resolution accepting bids and authorizing a contract for the Fort Smith Transit Bus Stop Shelter Improvements Project, Project No. 10101A (\$67,432.00 / Transit Department; Encumbered from the 2010 Budget, Line Item 305 - Funding from the American Recovery and Reinvestment Act)
- E. Ordinance authorizing the purchase of six (6) segway patrollers for use by the Fort Smith Police Department (\$44,368.58 / Police Department; Not budgeted - Funding from Federal Asset Forfeiture funds)
- F. Ordinance authorizing the purchase of Rock River Arms AR-15 Patrol Rifles for use by the Fort Smith Police Department (not to exceed \$104,716.13 / Police Department; Not budgeted - Funding from Federal Asset Forfeiture funds)
- G. Resolution authorizing Change Order Two with The Burgess Company, Inc. for the Midland Boulevard 30-Inch Water Transmission Line (\$11,753.91 / Utility Department; Budgeted - 2008 Revenue Bond Fund)
- H. Resolution accepting the project as complete and authorizing final payment to The Burgess Company, Inc. for the Midland Boulevard 30-Inch Water Transmission Line (\$169,655.11 / Utility Department; Budgeted – 2008 Revenue Bond Fund)
- I. Resolution approving an amendment to the convention center lease agreement with the Fort Smith Advertising and Promotion Commission

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

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

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

**ADJOURN**



1.

## ***MEMORANDUM***

June 30, 2011

**TO:** Mayor, Board, City Administrator

**FROM :** Kara Bushkuhl, Director of Finance

*Kara*

**SUBJECT:** 2010 Comprehensive Annual Financial Report

The comprehensive annual financial report (CAFR) and the management letter prepared for the fiscal year ended December 31, 2010 will be formally presented to you during the July 5, 2011 meeting. Mr. Ken Pyle, Chairman of the Audit Advisory Committee will make the presentation. Mr. Joel Haaser, Manager with BKD will attend as well should you have questions.

The CAFR was forwarded to you electronically prior to the presentation for review.

pc: Audit Advisory Committee Members

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 37-11 REGARDING  
PROPERTY LOCATED AT 2801 ROYAL SCOTS WAY**

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

Section 3 of Ordinance No.37-11, adopted on the 7<sup>TH</sup> day of June , 2011, is hereby amended to provide that the City Administrator shall not proceed with authorized enforcement in the absence of a subsequent direction otherwise by the Board of Directors.

This Ordinance adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

*Approved as to form  
JPC  
No publication required*



# MEMORANDUM

*Building Safety Division*

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**TO:** Ray Gosack, City Administrator  
**FROM:** Jimmie Deer, Building Official  
**DATE:** June 27, 2011  
**SUBJECT:** 2801 Royal Scots Way

Attached is an Ordinance amending Ordinance No. 37-11 that was approved on June 7, 2011 and a letter from the owners requesting more time from the Board of Directors to repair the structure in lieu of demolition. The city has a low bid of \$7200 dollars to demolish the structure.

The owners have settled with the Insurance company but the bulk of the settlement went to the Bank to pay off the note. The owners plans are to put a new roof on the structure and secure it until they can obtain funds to finish repairs.

Attached is the letters from the owners and John Verkamp requesting the Directors give them more time to repair the structure. Mr. Verkamps letter has the details of the proposal.

Please contact me if you have any questions.

CC: Wally Bailey

ORDINANCE NO. 37-11

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:

2801 ROYAL SCOTS WAY - LOT 600; FIANNA HILLS VI-VII

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.

*Approval as to form  
J&C  
Public time*

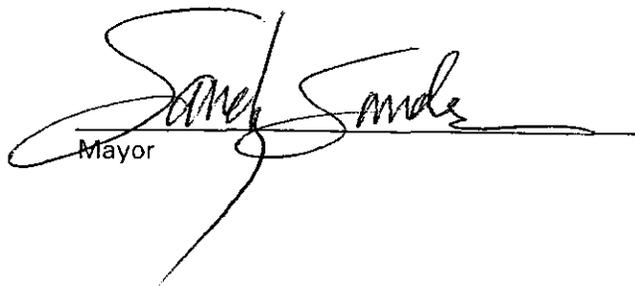
SECTION 3: With reference to said tracts of real property and improvements located there for which the order contained in Section 2 of this ordinance has not been complied with within thirty (30) calendar days from the date of passage of this ordinance, the City Administrator is hereby authorized to 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 17<sup>th</sup> day of June 2011.

APPROVED:

  
Mayor

ATTEST:

  
City Clerk

**VERKAMP & LADD, P.A.**  
**ATTORNEYS AT LAW**  
*John P. Verkamp*  
*Dianna Hewitt Ladd*  
*jverkamp@sbcglobal.net*

1811 East Main Street  
Charleston, AR 72933  
(479) 965-2224, telephone  
(479) 965-2229, facsimile

4937 Old Greenwood Road  
Fort Smith, AR 72903  
(479) 649-6700, telephone  
(479) 649-6709, facsimile

June 27, 2011

Jimmie Deer, Building Official  
City of Fort Smith  
PO Box 1908  
Fort Smith, AR 72900

RE: 2801 Royal Scots Way

Dear Mr. Deer:

This letter is being submitted to you on behalf of Digna Martinez, the owner of the property located at 2801 Royal Scots Way. At the previous board meeting of the City Board of Directors held on June 7, 2011, the Board passed an Ordinance requiring the demolition of the property at the above stated address. Approximately one week after that meeting, the insurance company finally paid the fire claim.

Digna Martinez desires to be given the ability to repair the structure and to therefore be able to prevent a total loss of the improvement. It is our position that if she is not allowed to make repairs that this would create a waste of a valuable asset. Digna Martinez proposes to begin construction for the repair of the house the day following the next Board meeting which is scheduled for July 5, 2011. The repair of the outside of the structure would be completed within 20-25 days from the date construction commences. Therefore, prior to the end of July, the exterior of the house would be restored to a normal and aesthetically pleasing state. The inside of the house may take additional time, but there would be no basis for any complaints by the surrounding property owners or the property owners association.

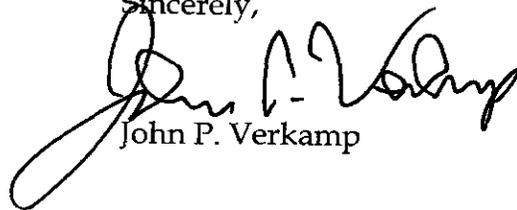
Edwin Nieto, the son of Digna Martinez, has been conversing with neighbors that are in close proximity to the subject house. Mr. Nieto has obtained letters or notes from these property owners indicating that they do not have any objection to the restoration of the house.

It would be appreciated if you would assist us in having this issue back on the agenda for the meeting of July 5, 2011. Please allow this letter to serve as a statement of Digna Martinez's plan for the repair of the house. In that regard, please feel free to provide a copy of this letter and request to the Board members prior to the upcoming Board Meeting.

If you need any further information from me, please let me know.

Kindest regards.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Verkamp", written in a cursive style.

John P. Verkamp

JPV:afa

Cc: Digna Martinez

6/24/11

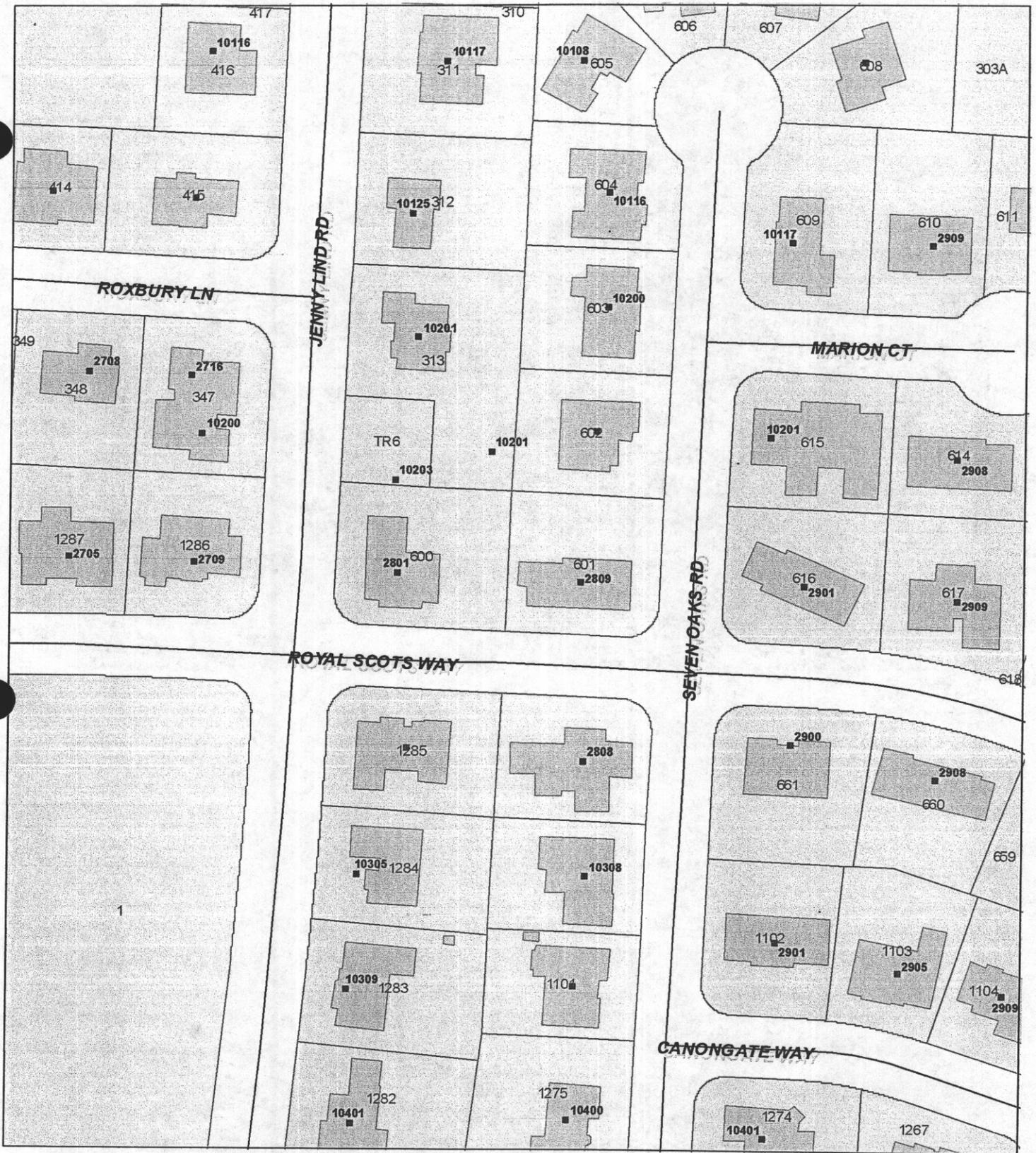
To the city board of Fort Smith AR

Dear City Board:

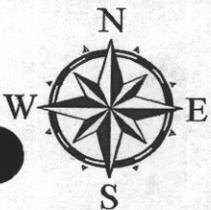
As you all already know that we had not have the money to get start on the repair of the house locate at 2801 Royal Scots Way -lot 600 ; Fianna Hills . A month ago We asked for 30 days stention, and we didnt start because there was no money. Well, last meeting we asked you all for one and hald week to get the roof cover up and you all said not. you all that we didnt even have a plan what we were going to do. Once again i am asking to conciderate our sistuation it's not that we didnt want to get it done its the Insure not want to pay for the damages. No we want to ask for two weeks to get the out side and the roof repair. We had buy part of the matiriasl; all we need is the aproveble from you all, we're ready to start as tomorrow on it. We had talk with Mr. Jimmie Deer, and he told us that it's not anything he can do but, I am sure that you all can give me the time to get the house cover and safe and after closing it up we will contunie with the repair around the entire house everything that need to be don. The reason why is that we need this two week to close the roof and get the outside cclean up, so we can have more time to keep fighting with the insure. As you all can see we have keep the propity clean and well the swimming pool. We really want to fixt the house as possible. My son Edwin Nieto is the one that is one who know more then in this case.

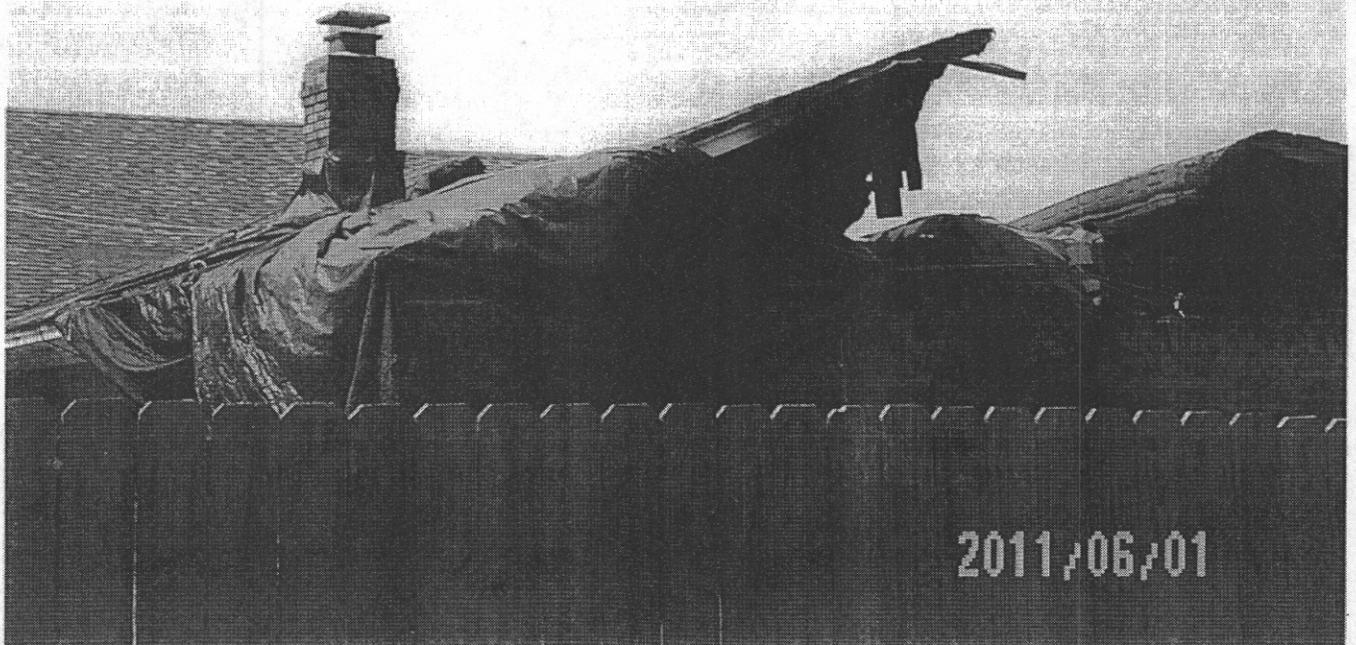
sincerely;

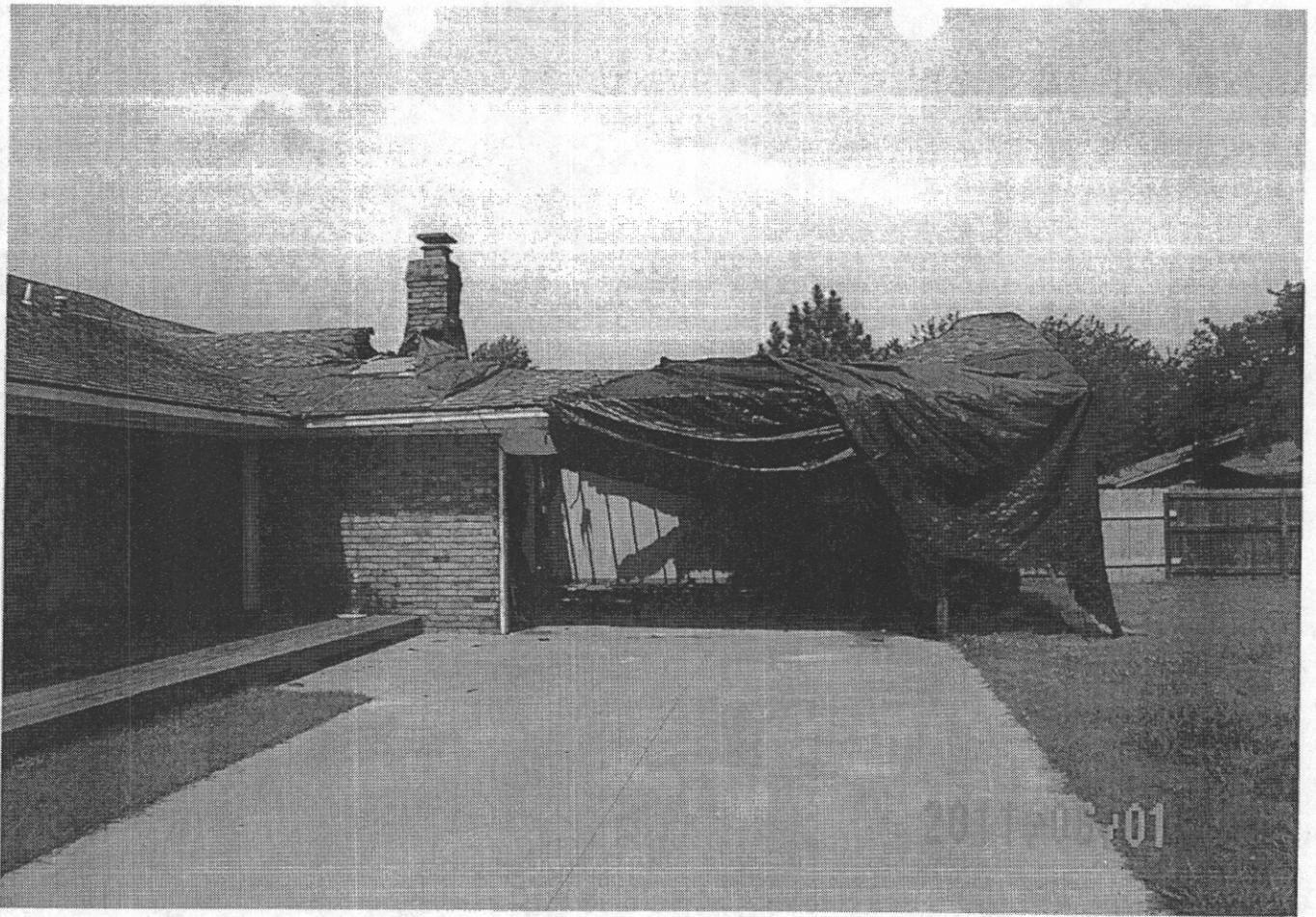
The Owner Digna Martinez, Edwin Nieto



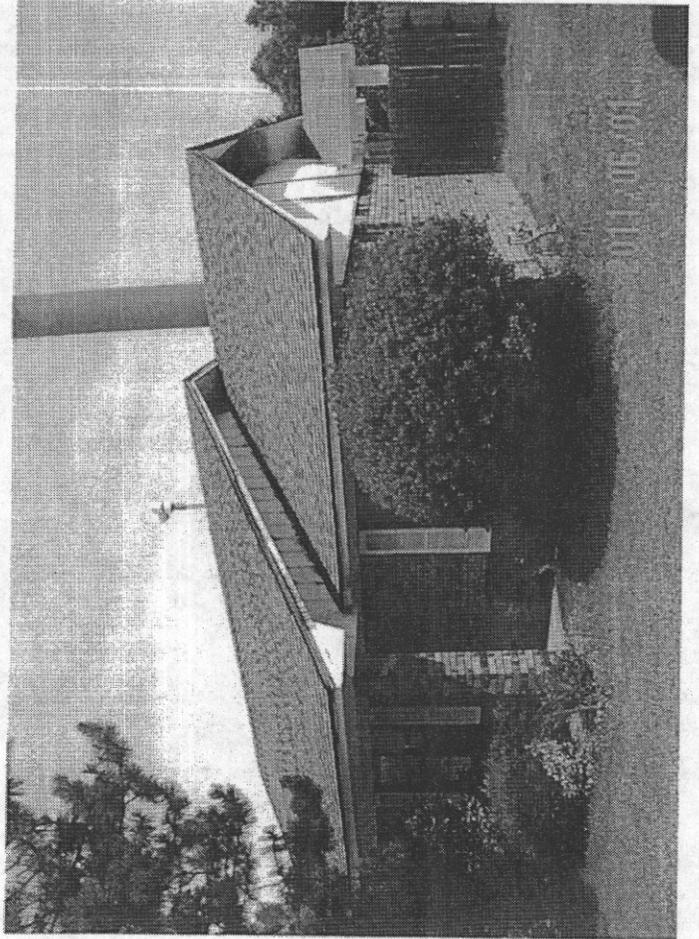
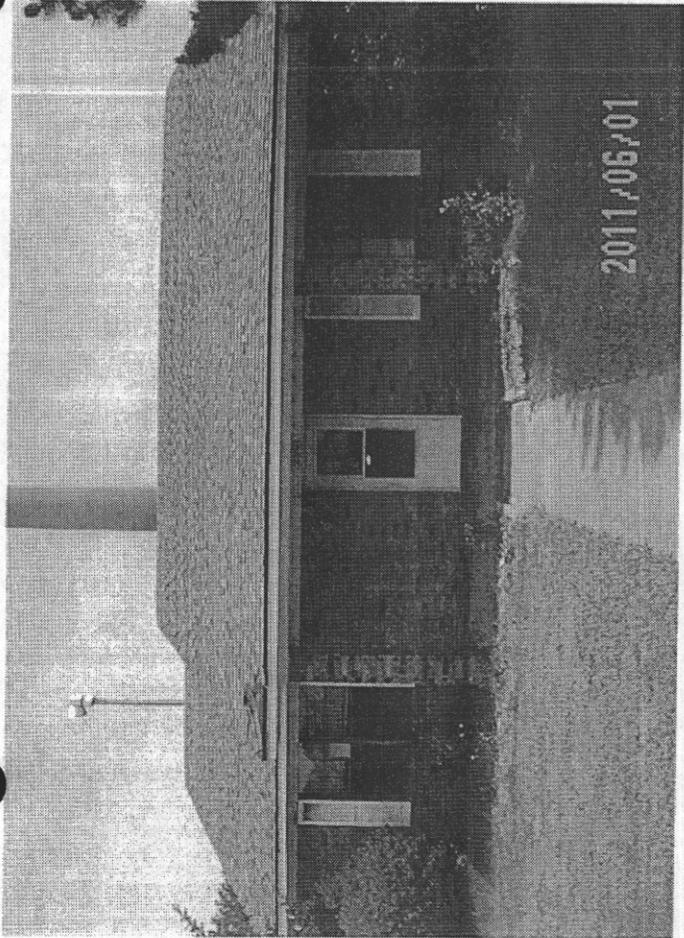
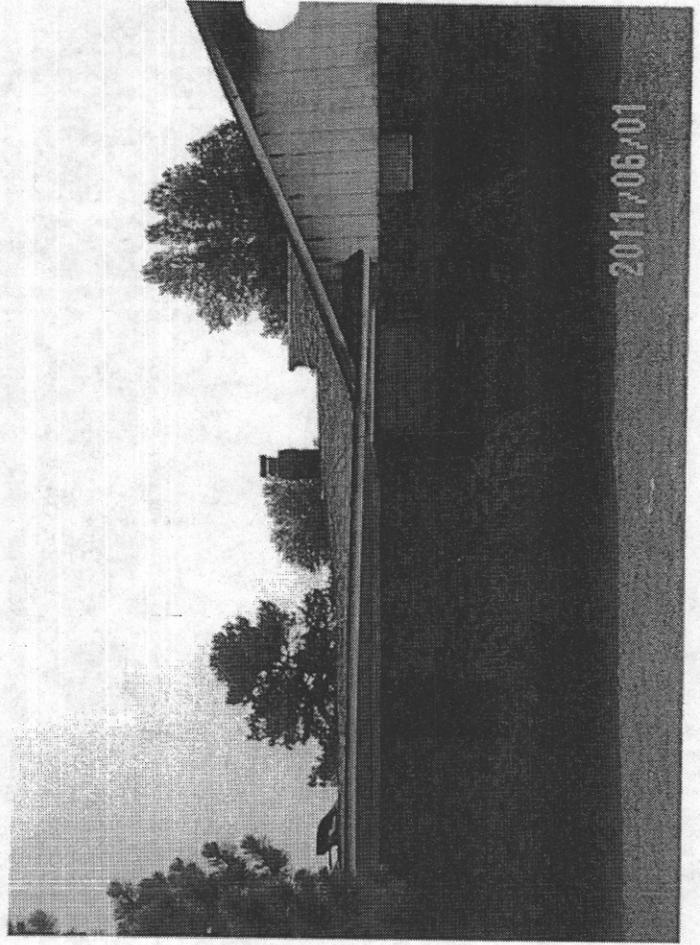
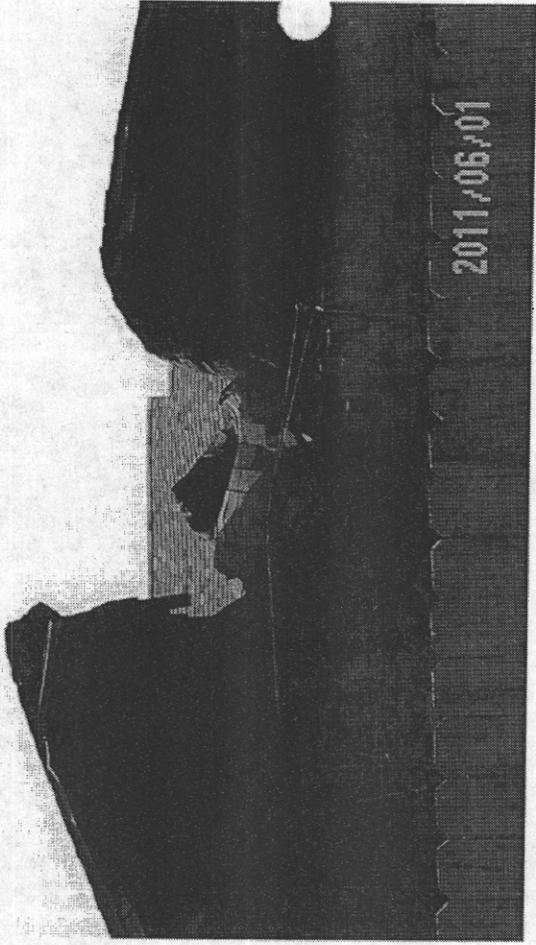
2801 Royal Scots Way

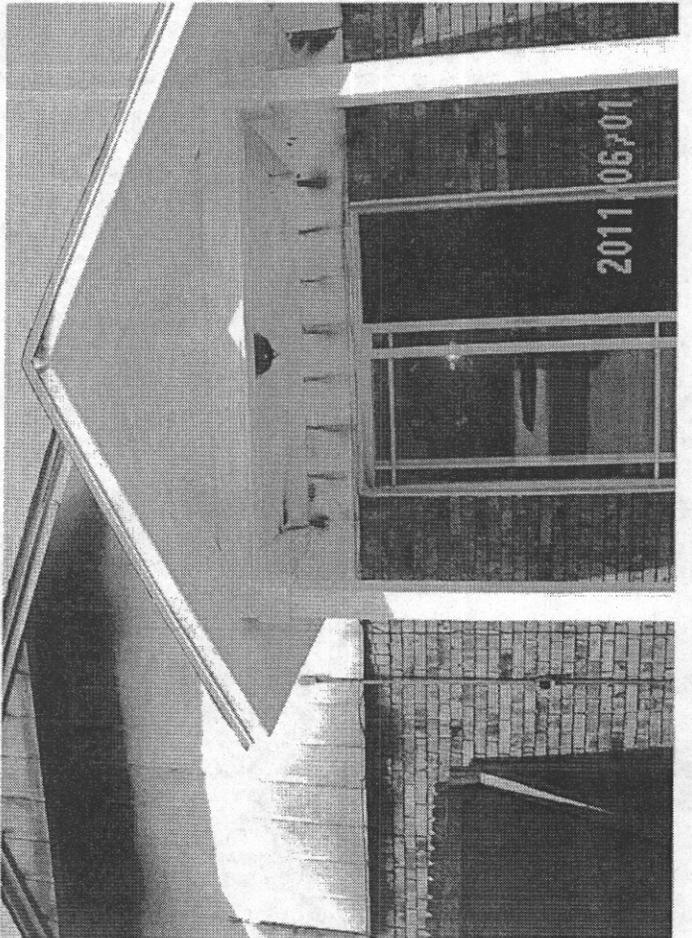
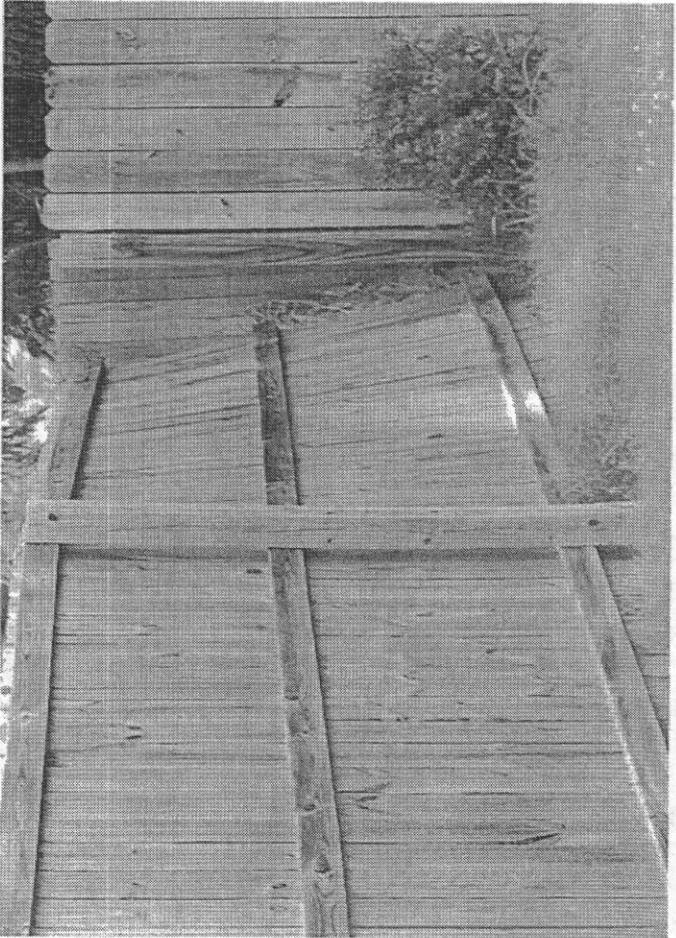
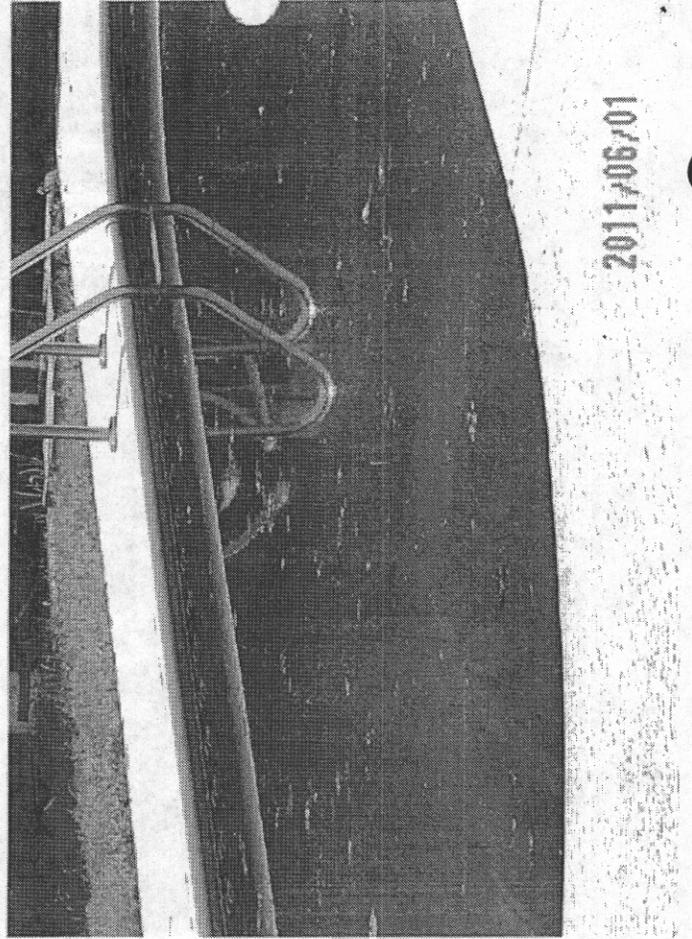
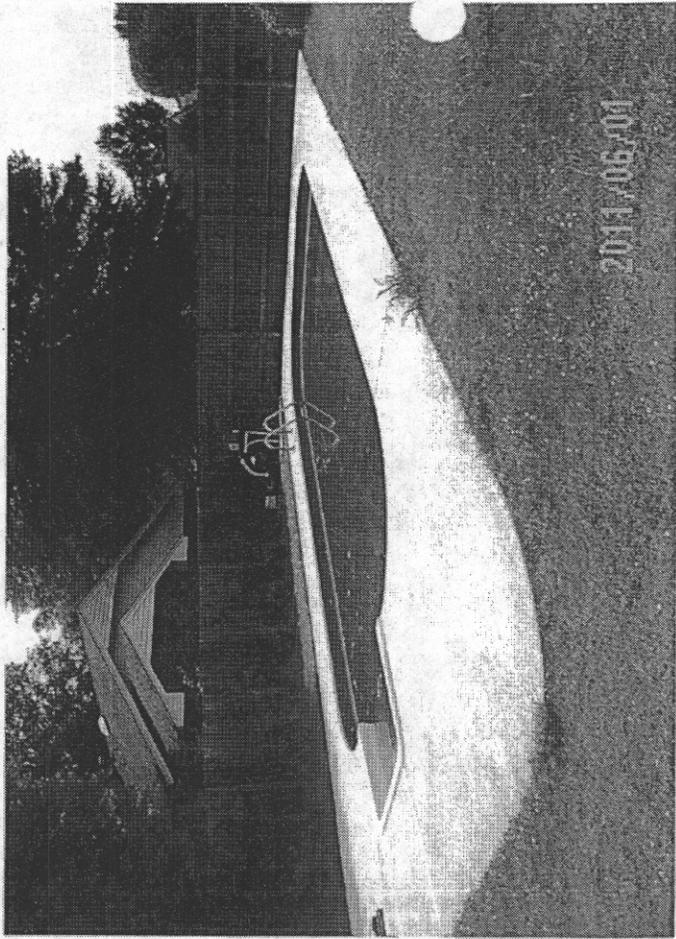












ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE LAND USE MATRIX IN THE UNIFIED DEVELOPMENT CODE**

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

**WHEREAS**, the City Planning Commission has held a public hearing to consider a request to amend the Land Use Matrix of the Unified Development Ordinance as described in Section 1 of this ordinance, and, having considered the request, recommended on June 14, 2011, that said change be made; and,

**SECTION 1:** Article 400, Appendix A of the Fort Smith Municipal Code (Land Use Matrix) is hereby amended to provide that the use "limousine service" is a conditional use in the Commercial-6 zoning district.

**SECTION 2:** The codifier of the Fort Smith Municipal Code shall cause the amendment adopted by Section 1 to be codified by indicating a "C" under the Commercial-6 zone for the use "limousine service".

**SECTION 3:** Emergency Clause. It is hereby found and determined that the adoption of the foregoing amendment to the land use matrix in the unified development ordinance of the City of Fort Smith 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 immediately. Therefore, the amendments adopted by this Ordinance shall be in full force and effect as of the date of approval of this Ordinance.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011.**

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

*Approved as to form  
JJC  
Publish 1 time*

# Memorandum

**To:** Ray Gosack, City Administrator  
**From:** Wally Bailey, Director of Development Services  
**Date:** June 29, 2011  
**Re:** Unified Development Ordinance Amendment

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The planning department received a business registration application from Mr. B.K. Thompson to operate a limousine service at 410 Towson Avenue. This address is located in the Commercial-6 (C-6) zoning district and is within the Central Business Improvement District (CBID). A limousine service is categorized in the land use matrix of the Unified Development Ordinance (UDO) as transportation service and is not permitted in the C-6 zone.

The UDO defines a limousine service as follows: "a business that offers the public motor vehicles for carrying or transportation of passengers between airports and points within the city for a fixed charge or fee or offering a vehicle with driver for transportation of passengers at an hourly rate."

Transportation services currently allowed in the C-6 zone by right or conditional use include: 1) Bus station and terminal (Conditional Use); 2) Courier and Messenger Service (Permitted); 3) Mail Services (Permitted); and 4) Rail Transportation (Permitted). Examples of transportation services not permitted in the C-6 zone include moving and storage, moving company, and taxicab service.

While working with Mr. Thompson, we discussed the option of a text amendment that would allow a limousine service in the C-6 zoning district as a conditional use. We discussed this issue with Jayne Hughes, Downtown Coordinator, and subsequently the item was discussed by the CBID. The CBID passed and approved a resolution (*copy enclosed*) on April 21, 2011, where they stated their support to allow a limousine service as a conditional use in the CBID.

The Planning Commission held a public hearing on this item at their June 14, 2011, meeting. We received no comments in opposition to the proposed to the proposed change. The Planning Commission voted 9 in favor and 0 opposed to recommend this change to the Board of Directors.

With the Board's approval of the amendment to the land use matrix, Mr. Thompson or others seeking a business license for a limousine service on any property located in a C-6 zoning district must receive approval of a conditional use from the Planning Commission before a license can be issued.

Please do not hesitate to contact me if you have any questions.

Appendix A

	RE3	RE1	RS-1	RS-2	RS-3	RS-4	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
<b>P = Permitted Use, C = Conditional Use, A = Accessory Use</b> Electrical equipment, appliance and components mfg.																								
Explosives manufacturing																								
Foundry or metal-works facility																								
Machine, welding, or sheet metal shop																								
Nonmetallic manufacturing																								
Petroleum and coal products																								
Pharmaceutical manufacturing																								
Refinery																								
Tire retreading																								
<b>Miscellaneous Manufacturing</b>																								
Auto manufacturing																								
Barge and ship manufacturing																								
Boat manufacturing																								
Dolls, toys, games, musical instruments																								
Jewelry and silverware																								
Office supplies																								
<b>Wholesale Trade Establishment</b>																								
Durable goods																								
Electrical, plumbing, heat & air conditioning																								
<b>Nondurable goods</b>																								
<b>Warehouse and Storage Services</b>																								
Auto salvage yard																								
Building materials salvage yard																								
Bulk petroleum storage																								
Container storage																								
Mini storage warehouse																								
Packaging and distribution center																								
Petroleum distribution facility																								
Portable storage Unit																								
Vehicle storage yard																								
Warehouse																								
<b>Transportation, Communication, Information and Utilities</b>																								
<b>Transportation Services</b>																								
Airport																								
Bus station and terminal																								
Courier and messenger services																								
Ferry boat facility																								
Heliport																								
Limousine service																								
Mail services																								
Marina																								
Motor freight terminal																								
Moving and storage																								

1B

1

RESOLUTION NO. 4211-1

**A RESOLUTION OF SUPPORT TO THE FORT SMITH PLANNING COMMISSION FOR OFFICIALLY ALLOWING THE CONDITIONAL USE FOR A LIMOUSINE SERVICE TO BE LOCATED AT 410 TOWSON AVENUE.**

**WHEREAS,** Central Business Improvement Districts develop and improve the rehabilitation of core business areas of cities throughout Arkansas and in Fort Smith by encouraging, promoting and actively seeking investors to renovate or participate in new construction; and

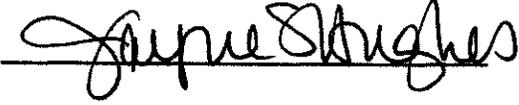
**WHEREAS,** Revitalization of downtown Fort Smith, Arkansas does include the development of a mixed use nature including commercial, retail, office and residential space; and

**WHEREAS,** A conditional use is being presented to the Central Business Improvement District for the building located at 410 Towson and within the boundary of the CBID includes office and commercial space;

**NOW THEREFORE, BE IT RESOLVED,** that the Central Business Improvement District Commission does hereby support and recommend to the Fort Smith Planning Commission to allow this conditional use application.

**PASSED AND APPROVED THIS** 21<sup>ST</sup> **DAY OF** April, 2011

**APPROVED:**  
  
Richard Griffin, Chairman

**ATTEST:**  
  
Jayne Hughes, Director CBID

DRAFT

**PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT  
MINUTES  
CREEKMORE PARK COMMUNITY CENTER  
5:30 P.M.  
JUNE 14, 2011**

On roll call, the following Commissioners were present: Steve Griffin, Mike Lorenz, Walton Maurras, Marshall Sharpe, Jennifer Parks, Salvatore Salamone, John Huffman, Vickie Newton and Rett Howard.

Chairman Griffin then called for the vote on the minutes from the May 4, 2011, special meeting and the May 10, 2011, regular Planning Commission meeting. Motion was made by Commissioner Salamone, seconded by Commissioner Parks and carried unanimously to approve the minutes as written.

Mr. Wally Bailey spoke on the procedures.

Chairman Griffin noted that agenda item #17 would be reviewed first by the Planning Commission.

**17. Conditional Use #15-6-11; A request by William Medlock for a conditional use for a daycare home with one (1) employee located at 6413 Parkfront Drive.**

Mr. Bailey stated that the applicant has requested the withdrawal of this application. Mr. Bailey noted that since this request had been advertised and letters mailed to the surrounding property owners, it must remain on the agenda so the Planning Commission can formally approve the withdrawal of the request.

No one was present to speak on this item.

Chairman Griffin then called for the vote to approve the withdrawal of the application. The vote was 9 in favor and 0 opposed.

**1. ~~Text Amendment to the Unified Development Ordinance to allow limousine service as a conditional use in the Commercial Downtown (C-6) zoning district.~~**

Mr. Wally Bailey stated that a request had been received to operate a limousine service in the C-6 zoning district which the code currently prohibits. He noted that staff is recommending this use be approved as a conditional use in the C-6 zone. Mr. Bailey stated that this use would be comparable to the bus station and terminal, courier and messenger service, mail services and rail transportation already allowed by right or conditional use. Mr. Bailey also advised the Commission that the Central Business Improvement District supports this request.

There was no one present to speak in opposition to this item.

Chairman Griffin then called for the vote on the amendment. The vote was 9 in favor and 0 opposed.

**2. Rezoning #15-6-11; A request by the City of Fort Smith for a zone change from Residential Multi-Family Medium Density (RM-3) to Residential Single Family High Density (RS-4) by Classification located at 3751 Park Avenue.**

Ms. Maggie Rice read the staff report indicating that the purpose of this rezoning request is to limit development to single family dwellings. Ms. Rice noted that in 1992, the city purchased the property along with a larger tract that included 12 lots located to the north of the proposed rezoning area. She stated that the city constructed a detention pond on the northern tract with the remainder of the property left undeveloped and currently assigned as surplus property. She noted that upon approval of the rezoning, the City Engineering Department will have the property appraised and market it for sale.

Ms. Rice stated that a neighborhood meeting was held on May 17<sup>th</sup> with two (2) surrounding property owners in attendance who expressed no objections to the proposed rezoning.

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

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

**3. Rezoning #16-6-11; A request by the City of Fort Smith for a zone change from Commercial Heavy (C-5) to Residential Multi-Family Medium Density (RM-3) by Extension located at 2301, 2307, 2309, 2313, 2317, 2321 and 2325 North 28<sup>th</sup> Street.**

Ms. Maggie Rice read the staff report indicating that the purpose of this rezoning request is a corrective rezoning to reflect how the area has developed. Ms. Rice stated that the request for a residential zone was initiated after a discussion with the Arkansas Valley Habitat for Humanity which owns Lot 8 at the corner of North 28<sup>th</sup> Street and Warner Street. Ms. Rice noted that Habitat for Humanity had acquired the property and wanted to build a single family home on the lot but could not obtain a building permit until the property is zoned for residential uses. Ms. Rice also noted that the remaining lots, which are developed, cannot be altered or expanded with the current Commercial-5 zoning. Therefore, the Planning staff prepared a rezoning plan to change the zoning on all the lots in this block. The Master Land Use Plan already identifies this property as Residential Detached (single family).

Ms. Rice stated that a neighborhood meeting was held on June 6<sup>th</sup> at the Elm Grove Community Center with one (1) surrounding property owner attending who voiced no objections to the proposed rezoning.

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. 15-6-11 to rezone certain properties hereinafter described, and, having considered said request, recommended on June 14, 2011, that said change be made;

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

**SECTION 1:** That the following properties to-wit:

Lots 3-10, Block 1, Clark Addition

more commonly known as 3751 Park Avenue should be, and is hereby rezoned from Residential Multi-Family Medium Density (RM-3) 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 \_\_\_\_\_, 2011.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

Approved as to Form:

*JSC*  
\_\_\_\_\_  
City Attorney  
*Publisk fence*



June 29, 2011

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

Re: Rezoning #15-6-11; A request by the City of Fort Smith, agent, for a zone change from Residential Multi-Family Medium Density (RM-3) to Residential Single Family High Density (RS-4) by Classification located at 3751 Park Avenue.

On June 14, 2011, the City Planning Commission held a public hearing to consider the above rezoning request.

Ms. Maggie Rice read the staff report indicating that the purpose of this rezoning request is to limit development to single family dwellings. The properties in this neighborhood are mostly single family. Ms. Rice noted that in 1992, the city purchased the property along with a larger tract that included 12 lots located to the north of the proposed rezoning area. She stated that the city constructed a detention pond on the northern tract with the remainder of the property left undeveloped and currently assigned as surplus property. The Master Land Use Plan currently identifies the area as Residential Detached (single family). Upon approval of the rezoning, the City Engineering Department will have the property appraised and market it for sale.

Ms. Rice stated that a neighborhood meeting was held on May 17<sup>th</sup> with two (2) surrounding property owners in attendance who expressed no objections to the proposed rezoning.

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

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 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 1965  
Fort Smith, Arkansas 72902  
(479) 785-2800  
Administrative Offices FAX (479) 785-2436

# Memo

To: City Planning Commission  
From: Planning Staff  
Date: May 31, 2011  
Subject: Rezoning #15-6-11; A request by the City of Fort Smith, owner, for Planning Commission consideration of a zone change from Residential Multifamily Medium Density (RM-3) to Residential Single Family High Density (RS-4) by classification at 3751 Park Avenue.

## LOT LOCATION AND SIZE

The property is located on the north side of Park Avenue between North 36<sup>th</sup> Street and North 39<sup>th</sup> Street. The area contains approximately one acre and has approximately 200 feet of frontage on Park Avenue.

## EXISTING ZONING

The existing zoning on this tract is Residential Multifamily Medium Density (RM-3).

Characteristics of the Residential Multifamily Medium Density (RM-3) zone are as follows:

**Purpose:** To provide for medium density attached homes, including multi-unit residential buildings in areas where such development already exists or is planned for the future.

**Uses:** Permitted uses include detached and duplex dwellings, row houses, zero lot line dwelling units, multi-family apartments/condominiums, family group home, neighborhood group home and community residential facility.

### Area Regulations:

Lot Area - 6,500 square feet  
Front Yard Setback - 25 feet  
Side Yard Setback - 7.5 feet  
Side Yard on Street Side of Corner Lot - 15 feet  
Side Yard (adjacent to RS Dist/Development) - 30 feet  
Rear Yard Setback - 10 feet

### Density Requirements:

20 dwelling units per acre

Separation of Buildings - 10 feet  
Maximum Height - 40 feet

**REQUESTED ZONING**

The requested zoning on this tract is Residential Single Family High Density (RS-4).

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

Purpose: To provide for 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 missed use/density areas, and as a transitional buffer zone between lower density residential development and multi-family or commercial uses. The RS-4 zoning district is appropriate in the Residential Detached classification of the Master Land Use Plan.

Permitted Uses: single family and family group homes.

Conditional Uses: commercial communication towers, amateur radio transmitting towers, utility substations and country clubs.

**Bulk & Area Regulations:**

- Minimum Lot Size – 5,000 s.f.
- Maximum Density – 8.7 dwelling units/acre
- Front Yard Setback – 20 feet
- Side Yard on Street Side of Corner Lot – 20 feet
- Side Yard Setback – 5 feet
- Rear Yard Setback – 10 feet
- Minimum Lot Width at Building Line – 50 feet
- Minimum Street Frontage – 20 feet
- Distance between Buildings – 10 feet
- Maximum Height – 35 feet (1 + 1)
- Maximum Lot Coverage – 65%

**SURROUNDING ZONING AND LAND USE**

The areas to the south and west are zoned Residential Multifamily Medium Density (RM-3) and Transitional and are developed as single family homes and a convenience store. The area to the north is zoned Residential Single Family Duplex High Density and is developed as a retention pond. The area to the east is zoned Residential Estate One Acre (RE-1) and is developed as single family homes and duplexes.

**PROPOSED REZONING**

The requested zone proposes to limit development to single family dwellings.

**LAND USE PLAN COMPLIANCE**

The Master Land Use Plan classification is Residential Detached. The Residential Detached classification provides for safe, stable neighborhoods, and attractive family environments.

**MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies this section of Park Avenue as a Major Collector.

**STAFF COMMENTS AND RECOMMENDATIONS**

In 1992, the city purchased this property along with a larger tract that included 12 lots located to the north of the proposed rezoning area. The city constructed a detention pond on the northern tract with the remainder of the property left undeveloped and recently assigned as surplus property. Upon approval of the requested rezoning to RS-4, the city engineering department will have the property appraised and market it for sale.

The proposed rezoning will exclusively allow single-family development. A neighborhood meeting was held on May 17, 7:00 p.m., at Creekmore Community Center. The meeting was facilitated by representatives of the engineering and planning departments. Two surrounding property owners attended the meeting and expressed no objections to the proposed zoning district. A summary of the meeting and attendance record are enclosed. The planning department has not received any objections to the proposed RS-4 zoning district.

Staff recommends approval of the zoning request based on its compatibility with the surrounding single-family development.

**ATTENDANCE LIST FOR NEIGHBORHOOD MEETING**

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

Meeting Location Creekmore Park

Meeting Time & Date 7:00 PM May 17, 2011

Meeting Purpose Rezoning

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
1.	<i>Jerry Robinson</i>	<i>3705 - Hwy-787</i>	<i>75-25-</i>
2.	<i>Brenda Anderson</i>	<i>Fort Smith Planning Dept.</i>	
3.	DAWEC VERNON	1204 S. 22ND ST	FS 72901 459-2215
4.	MIKE VERNON	2309 CANTRELL RD	LITTLE ROCK 722 501-944-9899
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Neighborhood Meeting Summary  
May 17, 7:00 p.m.  
Creekmore Community Center – Rose Room

City of Fort Smith  
Proposed Rezoning at 3751 Park Avenue

The City of Fort Smith held a neighborhood meeting on May 17, 7:00 p.m. to explain and hear input on a proposed zone change on property owned by the city and located at 3751 Park Avenue. The meeting was facilitated by Rodney Colson of the city engineering department and Brenda Andrews with the planning department. Two surrounding property owners attended the meeting. Mr. Colson and Ms. Andrews explained the RS-4 zone district and that it is a single-family zoning district. Neither of the attendees had any objections to the proposed zone change.

**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)

Lots 3-10, Block 1, Clark Addition

2. Address of property: 3751 Park Avenue
3. The above described property is now zoned: Residential Multi-Family Medium Density (RM-
4. Application is hereby made to change the zoning classification of the above described property to Residential Single by Classification.  
Family High Density (RS-4) (Extension or classification)
5. Why is the zoning change requested?  
To keep same density as surrounding neighborhoods.

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

Signed:

*Ray Gosack*

Owner

Ray Gosack, City Administrator

or

Agent

\_\_\_\_\_  
Owner or Agent Name  
(please print)  
Ray Gosack, City Administrator

\_\_\_\_\_  
Owner or Agent Mailing Address

\_\_\_\_\_  
Owner or Agent Phone Number

C:\City of Ft Smith\Engineering\COLSON\ Clark Addn Rezoning04\07/11-13:58 RBR Exhibit



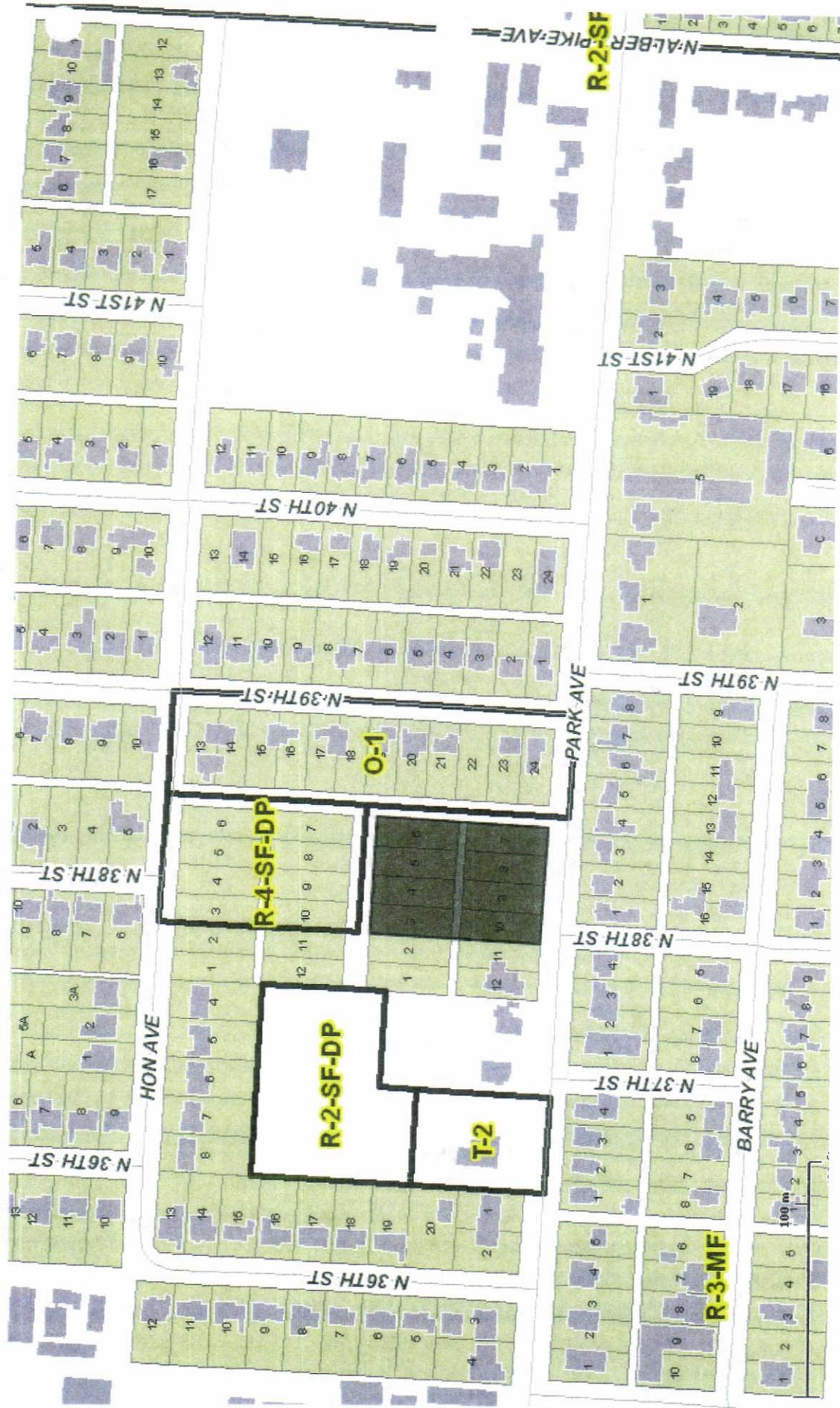
PROPERTY LOCATION MAP  
 FOR REZONING  
 LOTS 3-10, BLOCK 1, CLARK ADDITION  
 3751 PARK AVE  
 FORT SMITH, ARKANSAS



Project:	
Date:	APRIL 2011
Scale:	1"=50'
Drawn By:	RBR

● ● ●  
Rezoning #15-6-11: From Residential Multi-Family  
Medium Density (RM-3) to Residential Single Family  
High Density (RS-4)

3751 Park Avenue



29



Lori Lea Whitson  
3701 Park Avenue  
Fort Smith, AR 72903-1737

Roberto & Lidia Quezada-Garcia  
3707 Park Avenue  
Fort Smith, AR 72903

Sone & Mountha Xayavong  
500 N. 36<sup>th</sup> Street  
Fort Smith, AR 72903-1643

Lavern J. Goss  
504 N. 36<sup>th</sup> Street  
Fort Smith, AR 72903-1643

Katherine W. Schuch  
508 N. 36<sup>th</sup> Street  
Fort Smith, AR 72903

Cheryl D. Casebolt  
512 N. 36<sup>th</sup> Street  
Fort Smith, AR 72903-1643

Jason Daniel Michael  
516 N. 36<sup>th</sup> Street  
Fort Smith, AR 72903-1648

Larry & Debra Sullivan  
3623 Hon Avenue  
Fort Smith, AR 72903-1648

Teresa Osburn  
3701 Hon Avenue  
Fort Smith, AR 72903

Mr. & Mrs. Jerry D. Robinson  
3705 Hon Avenue  
Fort Smith, AR 72903-1731

Michael & Katie Ford  
P.O. Box 634  
Fort Smith, AR 72902-0634

Stephen R. McDonald  
519 N. 38<sup>th</sup> Street  
Fort Smith, AR 72904

Wayne & Reta Cook  
501 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903-1803

Janet Griffin Skelton  
P.O. Box 787  
Kemah, TX 77565

Genevieve Leonard  
511 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903-1803

Heather C. Williams  
515 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903

Mr. & Mrs. Joseph Schwartz  
500 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903-1804

Justin Smith  
504 N. 39<sup>th</sup>  
Fort Smith, AR 72903

Eraclio Maciel  
200 N. 33<sup>rd</sup> Street  
Fort Smith, AR 72903

James Loyd Walraven  
445 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903-1801

Casey L. Maxey  
439 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903

Jason & Renteria-Aguila Garvey  
425 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903-1801

Deborah Busby  
413 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903

Steve C. Osburn  
3825 Park Avenue  
Fort Smith, AR 72903-1739

Billy & Patsy Pendergrass  
111629 Whitmer Lane  
Muldrow, OK 74948

Jim & Olive Dejarnatt  
417 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903-1801

Margaret L Scamardo  
421 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903-1801

James & Melissa Zacame  
34772 Ridge Road  
Afton, OK 74331

Juan & Elsa Galdamez  
422 N. 39<sup>th</sup> Street  
Fort Smith, AR 72904-1902

Horton Properties, Inc.  
24 Royale Drive  
Van Buren, AR 72956

Mary Thereasa English  
617 ½ Main  
Van Buren, AR 72956

Jose & Morena Zavala  
P.O. Box 1661  
Anaheim, CA 92815

Travis W., Grant P., Ty G. Matlock  
446 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903

James & Mary Cogbill  
2020 Massard Road  
Fort Smith, AR 72903

Tedder Robert & Chloe J Revoc  
436 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903-1802

J. Guadalupe & Francisco Araujo  
434 N. 39<sup>th</sup> Street  
Fort Smith, AR 72903-1802

Cendilu Bray  
3610 Hon Avenue  
Fort Smith, AR 72903

Jason A. Vineyard  
3616 Hon Avenue  
Fort Smith, AR 72903

Blanca Nimia Flores Alfaro  
3622 Hon Avenue  
Fort Smith, AR 72903-1649

Lawrence & Bettye Smith  
3700 Hon Avenue  
Fort Smith, AR 72903-1732

Nicklaus R. Cunningham  
3706 Hon Avenue  
Fort Smith, AR 72903

Micheal W. Kilgore  
509 N. 38<sup>th</sup> Street  
Fort Smith, AR 72903-1711

Huba C. Keeter  
505 N. 38<sup>th</sup> Street  
Fort Smith, AR 72903-1711

Ammala Inthaaphay  
501 N. 38<sup>th</sup> Street  
Fort Smith, AR 72903-1711

Mr. & Mrs. Richard Delong  
512 N. 38<sup>th</sup> Street  
Fort Smith, AR 72903-1712

Azucena Galvan  
516 N. 38<sup>th</sup>  
Fort Smith, AR 72903

Douglas & Shirley Russell  
3105 Chelsa Meade  
Fort Smith, AR 72908

P&J Property Rental LLC  
5600 Country Club Avenue  
Fort Smith, AR 72903

Alejandro Delfin-Rivas  
3820 Park Avenue  
Fort Smith, AR 72903

Galen Boese  
3816 Park Avenue  
Fort Smith, AR 72903

Susan Russell Scribner  
5216 S. 31<sup>st</sup> Street  
Fort Smith, AR 72901

Rob & Jun E ET Al Walker  
3941 Bradley Dr.  
Fort Smith, AR 72904

Teresa Ann Redding  
3806 Park Avenue  
Fort Smith, AR 72903

Keith E. Blentlinger  
3208 S. 34<sup>th</sup> Ct.  
Fort Smith, AR 72903

Rita K. Ibison  
310 N. 38<sup>th</sup> Street  
Fort Smith, AR 72903

Gale E. Britton  
1213 N. 55<sup>th</sup> Terrace  
Fort Smith, AR 72904

Mr. & Mrs. Jerry C. Mayberry  
3815 Barry Avenue  
Fort Smith, AR 72903-1727

Soller Living Trust  
3817 Barry Avenue  
Fort Smith, AR 72903-1727

WEL, LLC  
P.O. Box 3949  
Fort Smith, AR 72913

Shawn F. Massey  
3629 Barry Avenue  
Fort Smith, AR 72903-1723

Virginia Waldon  
P.O. Box 4385  
Fort Smith, AR 72914

Eugene & Leona Sprangler  
3634 Park Avenue  
Fort Smith, AR 72903-1736

Gertrude & John Gramlich  
2817 Brighton Ct.  
Fort Smith, AR 72903

John & Darla Verkamp  
205 Nancy Lane  
Lavaca, AR 72941

Mercedes N. Walters  
3701 Barry Avenue  
Fort Smith, AR 72903

Mary & Paul Sundberg  
524 Pleasant Street  
Colorada Springs, CO 80904

James Putman Jr. Lasiter  
311 N. 38<sup>th</sup> Street  
Fort Smith, AR 72903-1709

FW & Laveda Fraley  
3700 Park Avenue  
Fort Smith, AR 72903-1763

Kellie & Joe Middleton  
3710 Park Avenue  
Fort Smith, AR 72903-1738

William A. Herzig  
3720 Park Avenue  
Fort Smith, AR 72903-1738

Carlos & Maria Barrientos  
9542 Gary Street  
Fort Smith, AR 72903

Lynn Ellison  
Fort Smith Public Schools  
P. O. Box 1948  
Fort Smith, AR 72902

**Planning Commission Meeting Minutes  
June 14, 2011**

Chairman Griffin then called for the vote on the amendment. The vote was 9 in favor and 0 opposed.

**2. Rezoning #15-6-11; A request by the City of Fort Smith for a zone change from Residential Multi-Family Medium Density (RM-3) to Residential Single Family High Density (RS-4) by Classification located at 3751 Park Avenue.**

Ms. Maggie Rice read the staff report indicating that the purpose of this rezoning request is to limit development to single family dwellings. Ms. Rice noted that in 1992, the city purchased the property along with a larger tract that included 12 lots located to the north of the proposed rezoning area. She stated that the city constructed a detention pond on the northern tract with the remainder of the property left undeveloped and currently assigned as surplus property. She noted that upon approval of the rezoning, the City Engineering Department will have the property appraised and market it for sale.

Ms. Rice stated that a neighborhood meeting was held on May 17<sup>th</sup> with two (2) surrounding property owners in attendance who expressed no objections to the proposed rezoning.

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

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

**3. Rezoning #16-6-11; A request by the City of Fort Smith for a zone change from Commercial Heavy (C-5) to Residential Multi-Family Medium Density (RM-3) by Extension located at 2301, 2307, 2309, 2313, 2317, 2321 and 2325 North 28<sup>th</sup> Street.**

Ms. Maggie Rice read the staff report indicating that the purpose of this rezoning request is a corrective rezoning to reflect how the area has developed. Ms. Rice stated that the request for a residential zone was initiated after a discussion with the Arkansas Valley Habitat for Humanity which owns Lot 8 at the corner of North 28<sup>th</sup> Street and Warner Street. Ms. Rice noted that Habitat for Humanity had acquired the property and wanted to build a single family home on the lot but could not obtain a building permit until the property is zoned for residential uses. Ms. Rice also noted that the remaining lots, which are developed, cannot be altered or expanded with the current Commercial-5 zoning. Therefore, the Planning staff prepared a rezoning plan to change the zoning on all the lots in this block. The Master Land Use Plan already identifies this property as Residential Detached (single family).

Ms. Rice stated that a neighborhood meeting was held on June 6<sup>th</sup> at the Elm Grove Community Center with one (1) surrounding property owner attending who voiced no objections to the proposed rezoning.

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. 16-6-11 to rezone certain properties hereinafter described, and, having considered said request, recommended on June 14, 2011, that said change be made;

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

**SECTION 1:** That the following properties to-wit:

McCloud's Addition, Block 4, Lots 2-8

more commonly known as 2301, 2307, 2309, 2313, 2317, 2321 and 2325 North 28<sup>th</sup> Street should be, and is hereby rezoned from Commercial Heavy (C-5) to Residential Multi-Family Medium Density (RM-3) by Extension.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

Approved as to Form:

*JSC*  
\_\_\_\_\_  
City Attorney  
*Publish 1 time*



June 29, 2011

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

Re: Rezoning #16-6-11; A request by the City of Fort Smith, agent, for a zone change from Commercial Heavy (C-5) to Residential Multi-Family Medium Density (RM-3) by Extension located at 2301, 2307, 2309, 2313, 2317, 2321 and 2325 North 28<sup>th</sup> Street.

On June 14, 2011, the City Planning Commission held a public hearing to consider the above rezoning request.

Ms. Maggie Rice read the staff report indicating that the purpose of this rezoning request is a corrective rezoning to reflect how the area has developed. Ms. Rice stated that the request for a residential zone was initiated after a discussion with the Arkansas Valley Habitat for Humanity which owns Lot 8 at the corner of North 28<sup>th</sup> Street and Warner Street. Ms. Rice noted that Habitat for Humanity had acquired the property and wanted to build a single family home on the lot but could not obtain a building permit until the property is zoned for residential uses. Ms. Rice also noted that the remaining lots, which are developed, cannot be altered or expanded with the current Commercial-5 zoning. Therefore, the Planning staff prepared a rezoning plan to change the zoning on all the lots in this block. The Master Land Use Plan already identifies this property as Residential Detached (single family).

Ms. Rice stated that a neighborhood meeting was held on June 6<sup>th</sup> at the Elm Grove Community Center with one (1) surrounding property owner attending who voiced no objections to the proposed rezoning.

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

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 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  
(479) 785-2801  
Administrative Offices FAX (479) 784-2430

# Memo

To: City Planning Commission  
From: Planning Staff  
Date: June 3, 2011  
Subject: Rezoning # 16-6-11; A request by the City of Fort Smith for Planning Commission consideration of a zone change from Commercial Heavy (C-5) to Residential Multifamily Medium Density (RM-3) by extension at 2301, 2307, 2309, 2313, 2317, 2321, & 2325 North 28th Street

## LOT LOCATION AND SIZE

The requested rezoning area is on the west side of North 28<sup>th</sup> Street between Carnes Avenue and Warner Street. The area to be rezoned includes seven (7) properties and contains an area of approximately one acre.

## EXISTING ZONING

The existing zoning on this tract is Commercial Heavy (C-5).

Purpose: To provide for adequate locations for retail uses and services that generate moderate to heavy automobile traffic. The C-5 zoning district is designed to facilitate convenient access, minimize traffic congestion, and reduce visual clutter. The C-5 zoning district is appropriate in the General Commercial classification of the Master Land Use Plan.

Permitted Uses: Permitted uses include a variety of retail establishments, finance, grocery, beverage and restaurant establishments, as well as multi-family residential.

Conditional Uses: Schools and religious institutions, restaurants with outdoor dining, and beer gardens are examples of uses permitted as conditional uses.

## Bulk & Area Regulations:

Minimum Lot Size – 14,000 s.f.  
Minimum Lot Width – 100 feet  
Maximum Lot Coverage – 75%  
Maximum Height – 45 feet (1 + 1)

Front Yard Setback – 25 feet  
Side Yard Setback – 20 feet  
Side Yard on Street Side of Corner Lot – 15 feet  
Rear Yard Setback – 20 feet  
Rear/Side Yard Adjoining Single Family Residential District/Development – 30 feet

**REQUESTED ZONING**

The requested zoning on this tract is Residential Multifamily Medium Density (RM-3). Characteristics of this zone are as follows:

Purpose: To provide for medium density attached homes, including multi-unit residential buildings in areas where such development already exists or is planned for the future. The RM-3 Zoning District is appropriate in urban areas within the Residential Attached, Mixed Use Residential, or Mixed Use Employment land use categories of the Master Land Use Plan.

Uses: All general uses, conditional uses and home occupations allowed in the Residential single-family duplex medium/high density (RSD-3) zone as well as multi-family apartments.

**Bulk & Area Regulations:**

Lot Area - 6,500 square feet  
Front Yard Setback - 25 feet  
Side Yard Setback - 7.5 feet  
Side Yard on Street Side of Corner Lot - 15 feet  
Rear Yard Setback - 10 feet  
Separation of Buildings - 10 feet  
Maximum Height - 25 feet (1 + 1)

**Density Regulations**

Single Family-4 units/acre  
Duplex - 8 units/acre  
Multi-Family - 24 units/acre

**SURROUNDING ZONING AND LAND USE**

The area to the north is zoned Commercial Heavy (C-5) and is developed as an auto repair shop. Further north and across Carnes Avenue, the property is developed with a church.

The areas to the south and east are zoned Residential Multifamily Medium Density (RM-3) and developed as single-family residential.

The area to the west is zoned Commercial Heavy (C-5) and is developed as single-family residential and a motel.

**PROPOSED REZONING**

The proposed Residential Multifamily Medium Density (RM-3) zone is a corrective rezoning to reflect how the area has developed.

**LAND USE PLAN COMPLIANCE**

The Master Land Use Plan classifies this site as Residential Detached. This classification is intended to create and maintain stable neighborhoods, provide safe, attractive family environments, and protect property values.

**MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies North 28<sup>th</sup> Street as a Local Road.

**STAFF COMMENTS AND RECOMMENDATIONS**

The request for a residential zone was initiated by Arkansas Valley Habitat for Humanity which owns Lot 8 at the corner of North 28<sup>th</sup> Street and Warner Street. Habitat for Humanity plans to build a single-family house on the lot but cannot get a building permit until the property is zoned for residential uses. The remaining lots, which are developed as residential cannot be altered or expanded with the current C-5 zoning. The proposed corrective rezoning will allow the zoning to accurately reflect how this area has developed and allow property owners to construct, alter or expand residential uses.

A neighborhood meeting was held Monday, June 6, 6:00 p.m., at the Elm Grove Community Center. One surrounding property owner attended the meeting, but had no objections to the rezoning.

Staff recommends approval of the requested rezoning.

**ATTENDANCE LIST FOR NEIGHBORHOOD MEETING**

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

Meeting Location Elm Grove Community Center

Meeting Time & Date Monday, June 6, 6:00pm

Meeting Purpose Corrective Rezoning - North 28<sup>th</sup> St

**NAME**

**ADDRESS**

**PHONE #**

1. Bunlindus Art Smith Pham Dept 784-2216
2. Ken Pathammavong 2217-N-28th-st.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_

**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)

McCloud's Addition, Block 4, Lots 2-8

2. Address of property: 2301, 2307, 2309, 2313, 2317, 2321, and 2325 North 28th Street

3. The above described property is now zoned: Heavy Commercial (C-5)

4. Application is hereby made to change the zoning classification of the above described property to

RM-3 by Extension  
(Extension or classification)

5. Why is the zoning change requested?

The zone change is requested to reflect that the lots are developed as residential properties.

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

Signed:

City of Fort Smith

Owner or Agent Name (please print)

P. O. Box 1908, Fort Smith, AR 72902

Owner or Agent Mailing Address

479-784-2216

Owner or Agent Phone Number

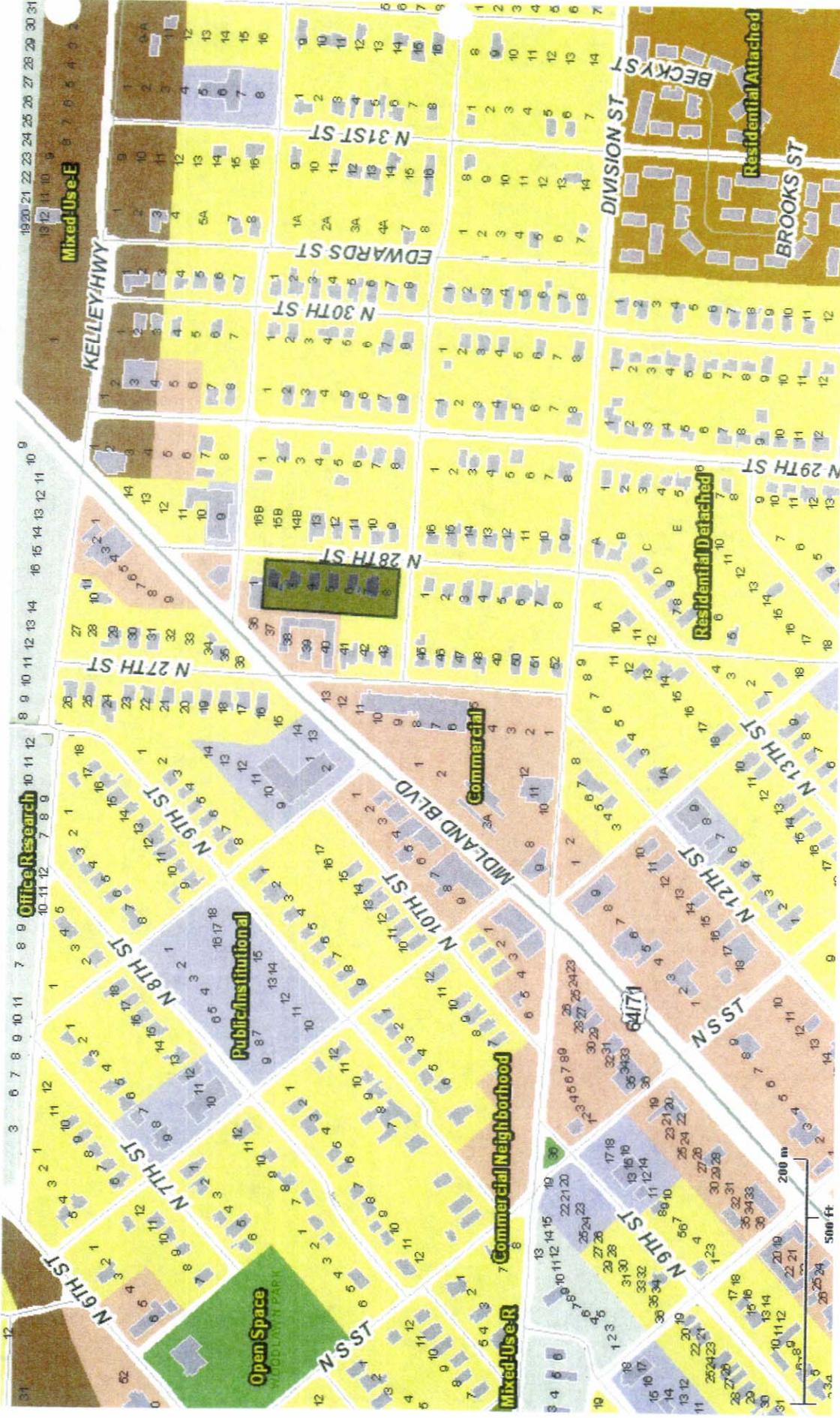
*Heather Anderson, Senior Planner*

Owner or

Agent

# Master Land Use for Rezoning #16-6-11: From Commercial Heavy (C-5) to Residential Multifamily Medium Density (RM-3)

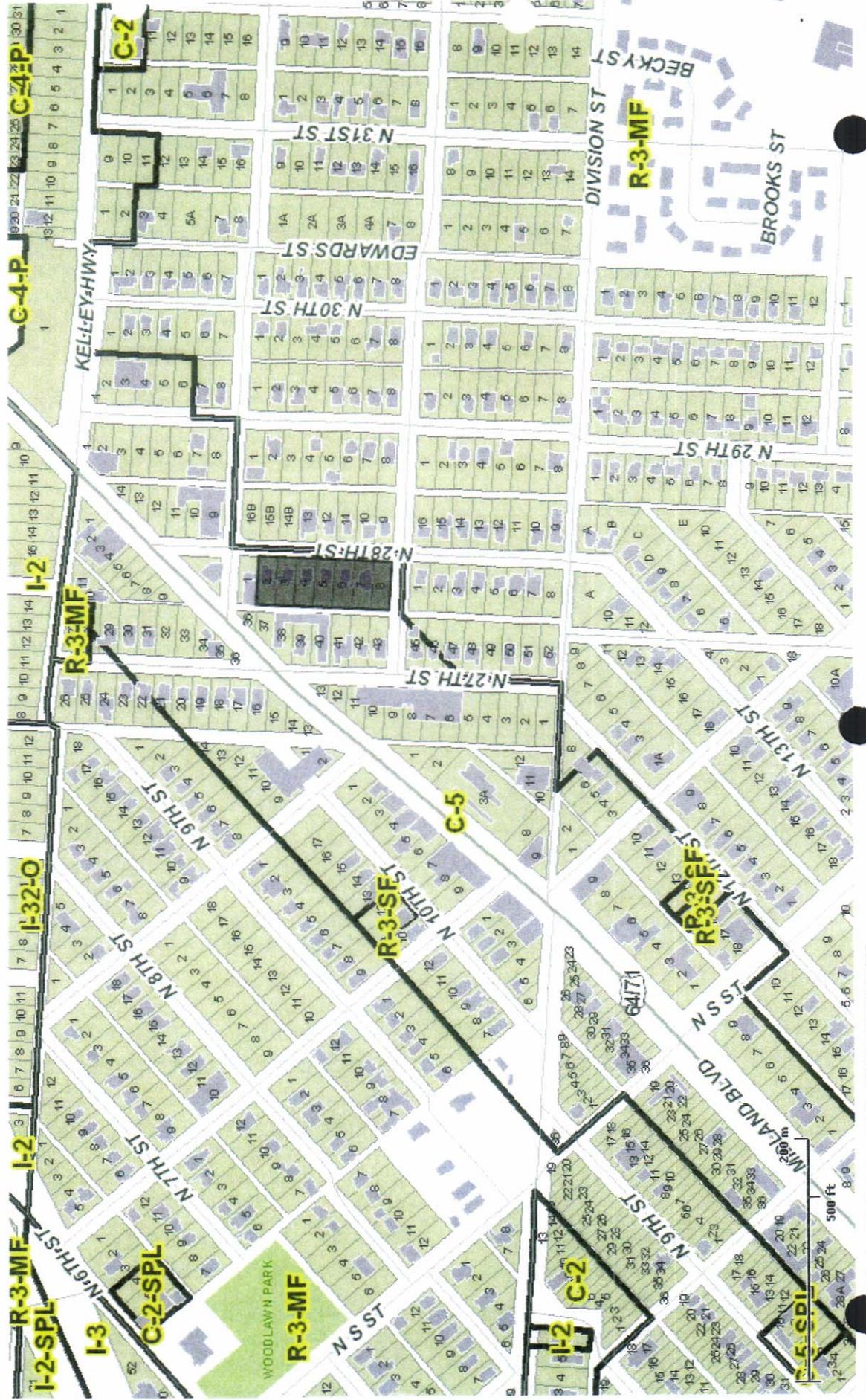
2301, 2307, 2309, 2313, 2317, 2321 and 2325 North 28th Street

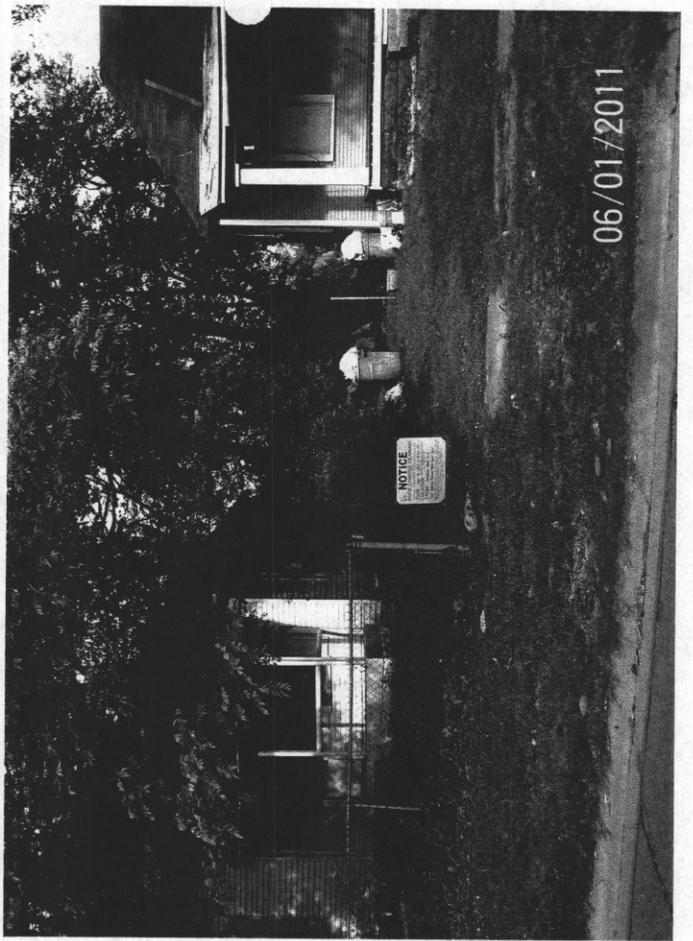
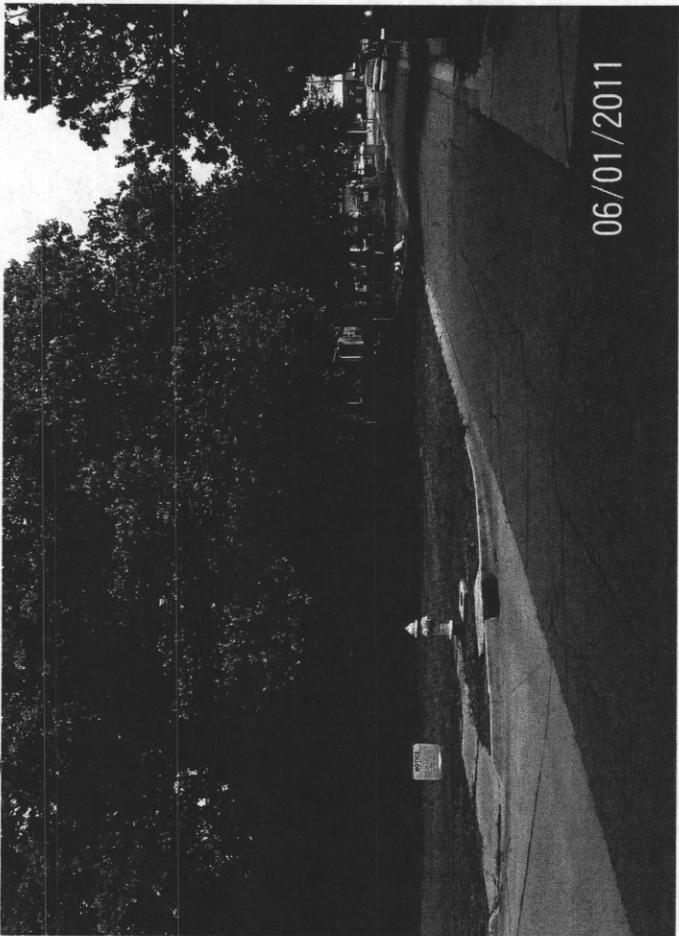
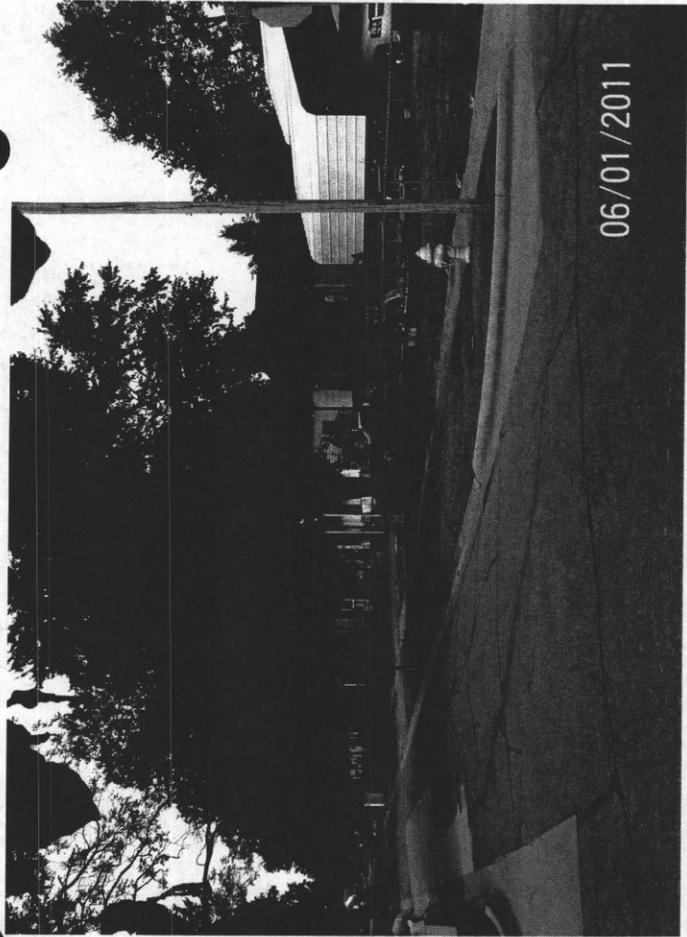


37

# Rezoning #16-6-11: From Commercial Heavy (C-5) to Residential Multifamily Medium Density (RM-3)

2301, 2307, 2309, 2313, 2317, 2321 and 2325 North 28th Street





KAMAL-U PROPERTIES  
P O BOX 6  
FAYETTEVILLE, AR 72702

PEREZ, FERNANDO P & ELVIRA & GRISEL  
2226 N 27TH ST  
FORT SMITH, AR 72904

SILACHANH, LINH & BOUNESOU  
27285 MANON AV #65  
HAYWARD, CA 94544

KNOX, ANDREW L & CAPPS, DENNIS E  
P.O. BOX 10282  
FORT SMITH, AR 72917

PEREZ, HORACIO & ELVIRA  
15 HOMESTEAD TER  
FORT SMITH, AR 72904

SKAGGS, DAVID LEON  
1435 N 41ST ST  
FORT SMITH, AR 72904

KNOX, ANDREW LLOYD AND  
P O BOX 10282  
FORT SMITH, AR 72917

PEREZ, PEDRO A  
2301-3 N 29TH ST  
FORT SMITH, AR 72904-5413

SUGGS JAMES & CONE ANDREW BENTON  
P O BOX 1064  
VAN BUREN, AR 72956

KRALICEK, & FLUSCHE, LLC  
2300 S 57TH ST STE 4  
FORT SMITH, AR 72903

POLLOCK, DON R & WANDA L  
1210 BLUEBERRY HILL  
VAN BUREN, AR 72956

TORRES, CARMEN  
P O BOX 754  
FORT SMITH, AR 72902-0754

LEWIS, JOHN L & CRYSTAL G LACKEY-LE  
2421 N 27TH ST  
FORT SMITH, AR 72904-5311

POLLOCK, DON R & WANDA L  
1210 BLUEBERRY HILL  
VAN BUREN, AR 72956

TRAN, ROSS H & SONIA  
1801 FIANNA WAY  
FORT SMITH, AR 72908

MARTINEZ, EMILIO  
3324 N 48TH ST  
FT SMITH, AR 72904

POOLE, ALFRED & THELMA  
2308 N 27TH ST  
FORT SMITH, AR 72904-5404

TRAN, THOI VAN & CINDY  
4221 YOUNG ST  
FORT SMITH, AR 72904

MEDLOCK, JUANITA & DOUGLAS LEE  
2305 N 29TH ST  
FORT SMITH, AR 72904-5413

ROBINSON, KATTIE L  
2228 N 28TH ST  
FORT SMITH, AR 72904-5406

TRUSTEES OF FIRST CHURCH OF GOD  
2406 CARNES ST  
FORT SMITH, AR 72904

MEJIA, ISMAEL D & MARTA C  
2224 MIDLAND BLVD  
FORT SMITH, AR 72904

RODRIGUEZ, PABLO  
9143 NW 146TH TERRACE  
MIAMI LAKES, FL 33018

WEL, LLC  
P O BOX 3949  
FORT SMITH, AR 72913

MEJIA, JOSE  
2300 N 27TH ST  
FORT SMITH, AR 72904

SHARP, JIMMY  
2330 N 28TH ST  
FORT SMITH, AR 72902-0754

WEL, LLC  
PO BOX 3949  
FORT SMITH, AR 72913

PATHAMMAVONG, KEN &  
2217 NORTH 28TH STREET  
FORT SMITH, AR 72904

SHEPARD, BOBBY G SR & MINNIE H  
RT 1 BOX 933  
ROLAND, OK 74954

WEL, LLC  
PO BOX 3949  
FORT SMITH, AR 72913

WEL, LLC  
PO BOX 3949  
FORT SMITH, AR 72913

WEL, LLC  
PO BOX 3949  
FORT SMITH, AR 72913

WEL, LLC  
PO BOX 3949  
FORT SMITH, AR 72913

WESTPHAL INVESTMENT MANAGEMENT  
109 N 6TH ST  
FORT SMITH, AR 72901

WESTPHAL INVESTMENT MANAGEMENT  
109 N 6TH ST  
FORT SMITH, AR 72901

DRAFT

**Planning Commission Meeting Minutes  
June 14, 2011**

Chairman Griffin then called for the vote on the amendment. The vote was 9 in favor and 0 opposed.

**2. Rezoning #15-6-11; A request by the City of Fort Smith for a zone change from Residential Multi-Family Medium Density (RM-3) to Residential Single Family High Density (RS-4) by Classification located at 3751 Park Avenue.**

Ms. Maggie Rice read the staff report indicating that the purpose of this rezoning request is to limit development to single family dwellings. Ms. Rice noted that in 1992, the city purchased the property along with a larger tract that included 12 lots located to the north of the proposed rezoning area. She stated that the city constructed a detention pond on the northern tract with the remainder of the property left undeveloped and currently assigned as surplus property. She noted that upon approval of the rezoning, the City Engineering Department will have the property appraised and market it for sale.

Ms. Rice stated that a neighborhood meeting was held on May 17<sup>th</sup> with two (2) surrounding property owners in attendance who expressed no objections to the proposed rezoning.

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

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

**3. Rezoning #16-6-11; A request by the City of Fort Smith for a zone change from Commercial Heavy (C-5) to Residential Multi-Family Medium Density (RM-3) by Extension located at 2301, 2307, 2309, 2313, 2317, 2321 and 2325 North 28<sup>th</sup> Street.**

Ms. Maggie Rice read the staff report indicating that the purpose of this rezoning request is a corrective rezoning to reflect how the area has developed. Ms. Rice stated that the request for a residential zone was initiated after a discussion with the Arkansas Valley Habitat for Humanity which owns Lot 8 at the corner of North 28<sup>th</sup> Street and Warner Street. Ms. Rice noted that Habitat for Humanity had acquired the property and wanted to build a single family home on the lot but could not obtain a building permit until the property is zoned for residential uses. Ms. Rice also noted that the remaining lots, which are developed, cannot be altered or expanded with the current Commercial-5 zoning. Therefore, the Planning staff prepared a rezoning plan to change the zoning on all the lots in this block. The Master Land Use Plan already identifies this property as Residential Detached (single family).

Ms. Rice stated that a neighborhood meeting was held on June 6<sup>th</sup> at the Elm Grove Community Center with one (1) surrounding property owner attending who voiced no objections to the proposed rezoning.

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

- 4. Rezoning #17-6-11; A request by GaeVon Hoover for a zone change from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family Medium Density (RS-2) by Extension located at 3201-3415 Leigh's Hollow Place, 3301 South "S" Street, 3400, 3408, 3518, 3520, 3600, 3610, 3618, 3624, 3710, 3716 South "O" Street and 1600, 1604, 1614, 1616, 1714, 1716, 1800, 1810, 1820, 1906 Hendricks Boulevard.**

Ms. Maggie Rice read the staff report indicating that the purpose of the rezoning request is to limit development to single family dwellings. Ms. Rice stated that a neighborhood meeting was held and a dozen property owners, all in support, attended the meeting.

Ms. GaeVon Hoover, 1716 Hendricks, was present to speak on behalf of the rezoning request. Ms. Hoover stated that she had met with approximately 80% of the homeowners in this area who were all in support of the zoning change. Mr. Hoover also expressed her appreciation to Ms. Rice and the Planning staff for their assistance.

Mr. Dennis Rupp, 1601 Hendricks, addressed the Commission for clarification on the proposed zoning classification. Mr. Rupp was advised that the zoning classification has to do with lot size and the number of structures allowed based on the lot size. Mr. Rupp was also advised that this zoning classification would only allow for the construction of single family homes.

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

- 5. Preliminary Plat – Southfield Heights Villas – Morrison-Shipley (companion item to items #6, #7, #8 & #9)**
- 6. A request by Travis Brisendine for a Master Land Use Plan Amendment from Residential Attached to Residential Detached located at 9000 Texas Road. (companion item to items #5, #7, #8 & #9)**
- 7. Rezoning #18-16-11; A request by Travis Brisendine, agent, for a zone change from R-3-SF-SPL and R-3-MF-SPL to RS-4 by Classification located at 9000 Texas Road. (companion item to items #5, #6, #8 & #9)**
- 8. A request by Travis Brisendine for development plan approval for a residential development located at 9000 Texas Road. (companion item to items #5, #6, #7 & #9)**
- 9. Subdivision Variance #1-6-11; A request by Travis Brisendine, agent, for a subdivision variance from 1,000 feet to 1,300 feet maximum block length located at 9000 Texas Road. (companion item to items #5, #6, #7 & #8)**

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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. 17-6-11 to rezone certain properties hereinafter described, and, having considered said request, recommended on June 14, 2011, that said change be made;

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

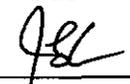
**SECTION 1: That the following properties to-wit:**

Beginning at the intersection of the south right of way of South "O" Street and the east right of way of the Old Railroad; thence easterly along said south right of way of South "O" Street to the intersection of the west right of way of Hendricks Boulevard; thence southerly along said west right of way of Hendricks Boulevard to the intersection of the north right of way of South "S" Street; thence westerly along said north right of way of South "S" Street to the intersection of the east right of way of the Old Railroad; thence northwesterly along said east right of way of the Old Railroad to the point of beginning:

Less and except a part of the South Half of the Southwest Quarter of the Northeast Quarter of Section 22, Township 8 North, Range 32 West, described as follows:

Beginning at the Southeast Corner of said South Half of said Southwest Quarter of said Northeast Quarter, Section 22, Township 8 North, Range 32 West; thence North along the East line of said South Half of the Southwest Quarter of the Northeast Quarter a distance of 228 feet; thence in a westerly direction parallel to the South line of said South Half of the Southwest Quarter of the Northeast Quarter a distance of 660 feet; thence at right angles in a Southerly direction a distance of 228 feet to the South line of said South Half of the Southwest Quarter of the Northeast Quarter thence in an Easterly direction along the South line of said South half of the Southwest Quarter of the Northeast Quarter a distance of 660 feet to the place of beginning, subject to an easement for street purposes 30 feet wide between parallel lines off the East side of the tract and subject to an

Approved as to Form:

  
\_\_\_\_\_  
City Attorney  
Paulish Hume

easement for street purposes 30 feet wide between parallel lines off the South side of the property. Containing 2,650,000 square feet, or 60.8 acres more or less.

more commonly known as 3201-3415 Leigh's Hollow Lane, 3301 South "S" Street, 3400, 3408, 3518, 3520, 3600, 3610, 3618, 3624, 3710, 3716 South "O" Street and 1600, 1604, 1614, 1616, 1714, 1716, 1800, 1810, 1820, 1906 Hendricks Boulevard should be, and is hereby rezoned from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family Medium Density (RS-2) by Extension.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

June 29, 2011



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

Re: Rezoning #17-6-11; A request by GaeVon Hoover, agent, for a zone change from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family Medium Density (RS-2) by Extension located at 3201-3415 Leigh's Hollow Lane, 3301 South "S" Street, 3400, 3408, 3518, 3520, 3600, 3610, 3618, 3624, 3710, 3716 South "O" Street and 1600, 1604, 1614, 1616, 1714, 1716, 1800, 1810, 1820, 1906 Hendricks Boulevard.

On June 14, 2011, the City Planning Commission held a public hearing to consider the above rezoning request.

Ms. Maggie Rice read the staff report indicating that the purpose of the rezoning request is to limit development to single family dwellings. The Master Land Use Plan currently identifies this property as Residential Detached (single family). Ms. Rice stated that a neighborhood meeting was held and a dozen property owners, all in support, attended the meeting.

Ms. GaeVon Hoover, 1716 Hendricks, was present to speak on behalf of the rezoning request. Ms. Hoover stated that she had met with approximately 80% of the homeowners in this area who were all in support of the zoning change. Mr. Hoover also expressed her appreciation to Ms. Rice and the Planning staff for their assistance.

Mr. Dennis Rupp, 1601 Hendricks, addressed the Commission for clarification on the proposed zoning classification. Mr. Rupp was advised that this zoning classification would only allow for the construction of single family homes.

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 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  
(479) 785-2801  
Administrative Offices FAX (479) 784-2430

# Memo

To: City Planning Commission

From: Planning Staff

Date: May 31, 2011

Subject: Rezoning #17-6-11; A request by GaeVon Hoover, agent, for Planning Commission consideration of a zone change from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family Medium Density (RS-2) by extension at 3201-3415 Leigh's Hollow Lane, 3301 South "S" Street, 3400, 3408, 3518, 3520, 3600, 3610, 3618, 3624, 3710, 3716 South "O" Street, and 1600, 1604, 1614, 1616, 1714, 1716, 1800, 1810, 1820, 1906 Hendricks Boulevard.

## LOT LOCATION AND SIZE

The requested rezoning area is bound by South "O" Street, Hendricks Boulevard, South "S" Street, and Kelly Park. The area contains approximately 60 acres and has approximately 37 properties.

## 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 include single family dwellings, duplex dwellings and family group homes. Schools and religious institutions are permitted as conditional uses.

### Area Regulations:

Lot Area – 10,500 square feet  
Front Yard Setback – 30 feet  
Side Yard Setback – 7.5 feet  
Side Yard on Street Side of Corner Lot – 30 feet

### Density Regulations:

20 dwelling units/acre

Rear Yard Setback – 10 feet  
Separation of Buildings – 10 feet  
Maximum Height – 35 feet

### **REQUESTED ZONING**

The requested zoning on this tract is Residential-2-Single-Family-Duplex (RS-2). Characteristics of this zone are as follows:

**Purpose:** To provide for detached homes in low-to-medium density single family neighborhoods where adequate public services and facilities are available. The RS-2 Zoning District is appropriate in suburban areas and primarily applies to the Residential Detached category of the Master Land Use Plan. However, duplex development (Residential Attached) may also be allowed as a conditional use in the RS-2 Zoning District.

**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 Area - 10,500 square feet  
Front Yard Setback - 30 feet  
Side Yard Setback - 7.5 feet  
Side Yard Setback on Street Side of Corner Lot - 15 feet (30 feet)  
Rear Yard Setback - 10 feet  
Separation of Buildings - 15 feet (10 feet)

#### **Density Regulations:**

4 per acre/10,500 s.f.

### **SURROUNDING ZONING AND LAND USE**

The area to the north is zoned Residential Multifamily Medium Density (RM-3) and Residential Single Family Medium Density (RS-2) and is developed as single family homes and apartments. The area to the east is zoned Residential Single Family Duplex Low/Medium Density (RSD-2) and is developed as single family homes. The area to the south is zoned Residential Single Family Medium Density (RS-2) and Residential Single Family Low Density (RS-1) and is developed as Acme Brick or undeveloped. The area to the west is zoned Residential Single Family Duplex Low/Medium Density (RSD-2) and is developed as Kelly Park.

### **PROPOSED REZONING**

The requested zone proposes to limit development to single family dwellings.

### **LAND USE PLAN COMPLIANCE**

The Master Land Use Plan classification is Residential Detached. The Residential Detached classification provides for safe, stable neighborhoods, and attractive family environments.

## **MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies South "S" Street and Hendricks Boulevard as Residential Collectors and South "O" Street is classified as a Local Road.

## **STAFF COMMENTS AND RECOMMENDATIONS**

The proposed rezoning is to exclusively allow single family development. A neighborhood meeting was held and a dozen property owners, all in support, attended the meeting. A summary of the meeting is enclosed.

Staff has not received any negative comments from surrounding property owners and recommends approval of the requested rezoning.

HC

**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)

2. Address of property: see attached

3. The above described property is now zoned: RSD-2

4. Application is hereby made to change the zoning classification of the above described property to RS-2 by extension.  
(Extension or classification)

5. Why is the zoning change requested?

A neighborhood rezoning.

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

Signed:

GaeVon Hoover  
Owner or Agent Name  
(please print)

GaeVon Hoover  
Owner

1716 Hendricks Blvd  
Owner or Agent Mailing Address

or

479.785.0777  
Owner or Agent Phone Number

\_\_\_\_\_  
Agent

Beginning at the intersection of the south right of way of South "O" Street and the east right of way of the Old Railroad; thence easterly along said south right of way of South "O" Street to the intersection of the west right of way of Hendricks Boulevard; thence southerly along said west right of way of Hendricks Boulevard to the intersection of the north right of way of South "S" Street; thence westerly along said north right of way of South "S" Street to the intersection of the east right of way of the Old Railroad; thence northwesterly along said east right of way of the Old Railroad to the point of beginning:

Less and except a part of the South Half of the Southwest Quarter of the Northeast Quarter of Section 22, Township 8 North, Range 32 West, described as follows:

Beginning at the South east corner of said South Half of said Southwest Quarter of said Northeast Quarter Section 22, Township 8 North, Range 32 West thence North along the East line of said South Half of the Southwest Quarter of the Northeast Quarter a distance of 228 feet; thence in a Westerly direction parallel to the South line of said South Half of the Southwest Quarter of the Northeast Quarter a distance of 660 feet; thence at right angles in a Southerly direction a distance of 228 feet to the South line of said South Half of the Southwest Quarter of the Northeast Quarter thence in an Easterly direction along the South line of said South Half of the Southwest Quarter of the Northeast Quarter a distance of 660 feet to the place of beginning; Subject to an easement for street purposes 30 feet wide between parallel lines off the East side of the tract and subject to an easement for street purposes 30 feet wide between parallel lines off the South side of the property. Containing 2,650,000 square feet, or 60.8 Acres more or less.



# Master Land Use Map for Rezoning #17-6-11: From Residential Single Family-Duplex Low/Medium Density (RSD-2) to Residential Single Family Medium Density (RS-2)

3201-3415 Leigh's Hollow Lane, 3301 South "S" Street, 3400, 3408, 3518, 3520, 3600, 3610, 3618, 3624, 3710, 3716 South "O" Street, 1600, 1604, 1614, 1716, 1800, 1810, 1820, 1906 Hendricks Boulevard



June 8, 2011

Maggie Rice

City of Fort Smith

Planning Department

623 Garrison Avenue

Fort Smith, AR 72902

Re: Attendance at Neighborhood Meeting to Discuss Zoning

Dear Maggie,

Our neighborhood meeting was held last night between 6:00 and 6:30 at 1716 Hendricks Blvd.

The meeting was well attended by several neighbors who own property within the proposed zoning area and some who lived within a few blocks. All those present at this meeting agreed that the re-zoning of our area was in the best interest of our neighborhood.

Thank you for attending the meeting and for your assistance in this process.

Sincerely,

GaeVon Hoover

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**ATTENDANCE LIST FOR NEIGHBORHOOD MEETING**

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

Meeting Location 1716 Hendricks Blvd

Meeting Time & Date 6:00 June 7, 2011

Meeting Purpose Zoning to RS-2

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
1.	<u>LINSEY E YATES</u>	<u>15116 Hendricks Blvd, FSM AR 72903</u>	<u>(479) 883-9370</u>
2.	<u>David McClanahan</u>	<u>3407 Leighs Hollow Ln, FSM AR 72903</u>	<u>(479) 785-1424</u>
3.	<u>Margie Rice</u>	<u>Fort Smith Planning Dept.</u>	
4.	<u>Jan Mayhew</u>	<u>1703 Hendricks Blvd, #15</u>	<u>72903</u>
5.	<u>Die Agoston</u>	<u>3414 Leighs Hollow Fort Smith, Ar. 72903</u>	<u>479 782-5266</u>
6.	<u>DAVID CRAVENS</u>	<u>3507 So. "O" St. Fort Smith, 72903</u>	<u>783-19</u>
7.	<u>Deanna Roberts</u>	<u>1800 Hendricks Blvd Fort Smith</u>	
8.	<u>Myke Goodman</u>	<u>1800 Hendricks Fort Smith</u>	<u>72903</u>
9.	<u>Ray Stumm</u>	<u>3720 So S Ft Smith</u>	<u>72903</u>
10.	<u>Cheryl Schirmer</u>	<u>3720 So S Ft. Smith, Ar</u>	<u>72903</u>
11.	<u>Norma Pryor</u>	<u>3301 South S Street</u>	<u>72903-3341</u>
12.	<u>Tom Pryor</u>	<u>" " " " " "</u>	
13.	<u>Leanne S. McClanahan</u>	<u>3407 Leighs Hollow Ln. FSM AR</u>	<u>479 785-1424</u>
14.		<u>72903</u>	

**ATTENDANCE LIST FOR NEIGHBORHOOD MEETING**

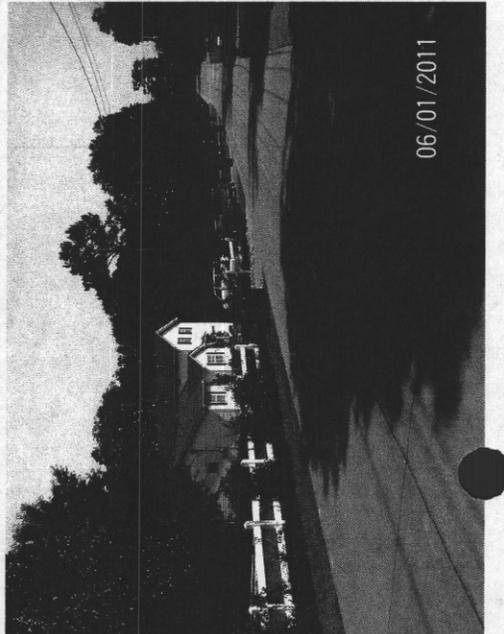
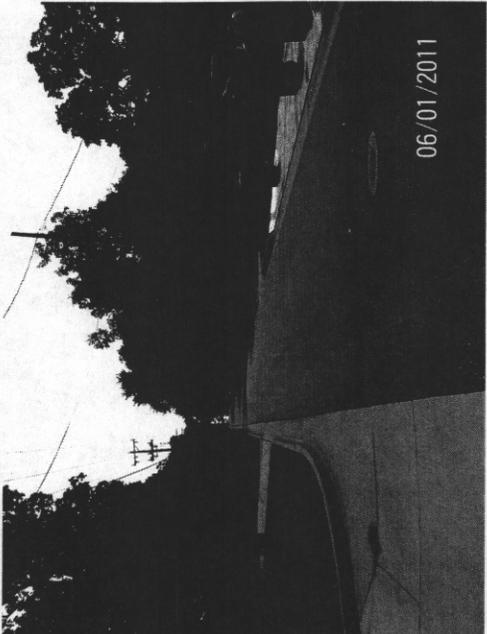
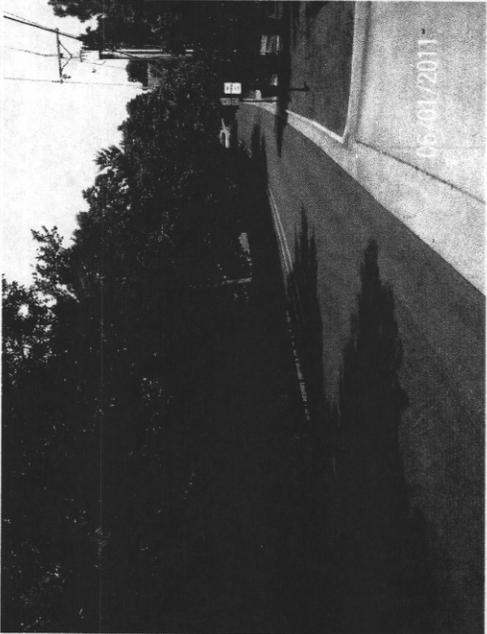
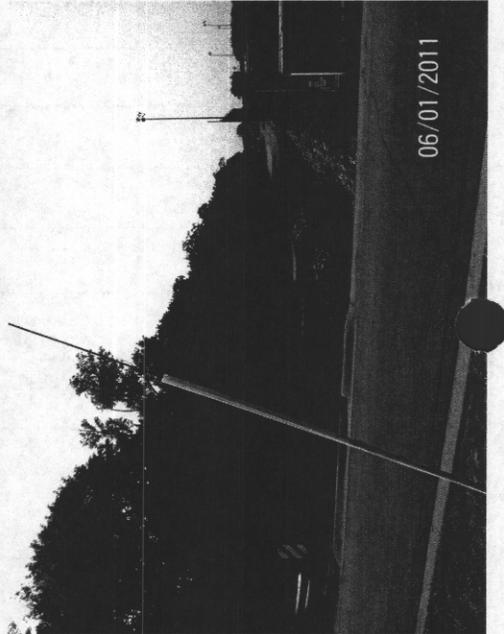
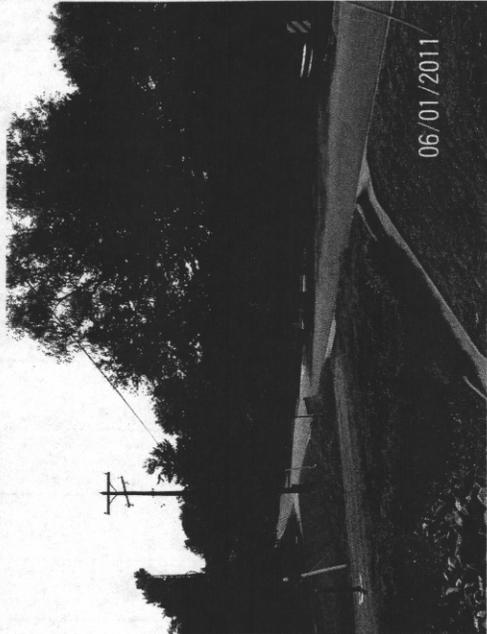
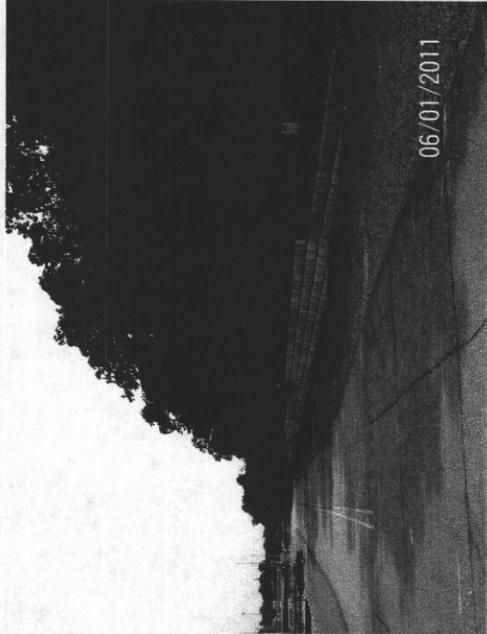
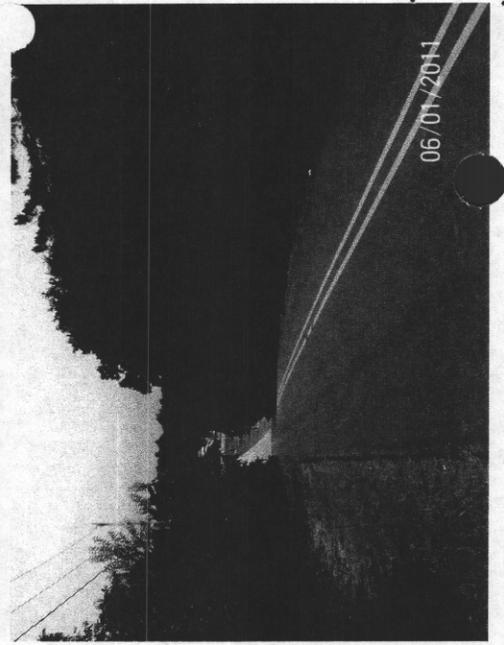
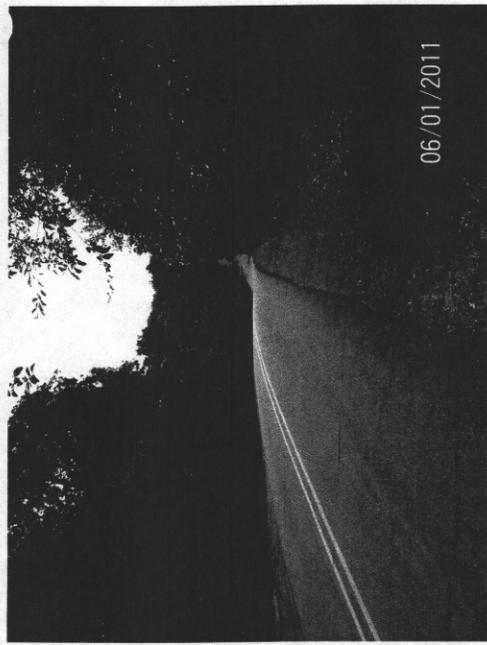
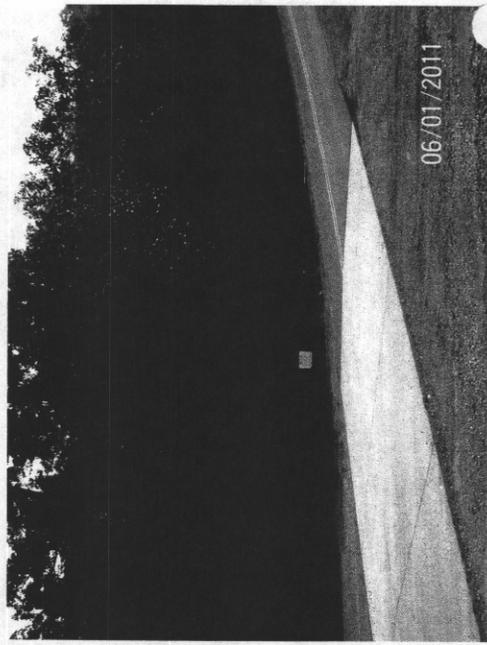
List the names, addresses & telephone numbers of all residents/property owners who attended the meeting.

Meeting Location \_\_\_\_\_

Meeting Time & Date \_\_\_\_\_

Meeting Purpose \_\_\_\_\_

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
1.	Cheryl L Lyons	1530 So. 37th	479-783-5565
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____



LT

ACME BRICK COMPANY  
MERITAX PROPERTY TAX  
CONSULTANTS  
14800 LANDMARK BLVD, STE 550  
DALLAS, TX 75254

AVILA, ZULMA L.  
3201 S. O ST. #22  
FORT SMITH AR 72903

BATEMAN, SAMUEL M & FRANCES J  
1714 HENDRICKS BLVD  
FORT SMITH AR 72903

BICE, TERRY D & KATHLEEN C  
P O BOX 2360  
GILBERT AZ 85299

BLATT FAMILY TRUST  
3411 LEIGH'S HOLLOW LN  
FORT SMITH AR 72903

BREEDEN, CLOVIS & MARTHA  
6310 HWY 215  
CHARLSTON AR 72933

BURFORD, CATHERINE L  
1807 HENDRICKS BLVD  
FORT SMITH AR 72903-3413

CANFIELD, MARGUERITTE R  
C/O JERRY CANFIELD  
FORT SMITH AR 72903

CARSON, RANDALL L & LINDA M  
3205 LEIGH'S HOLLOW LN  
FORT SMITH AR 72903-2978

CANEY, LAWRENCE  
1903 HENDRICKS BLVD  
FORT SMITH AR 72903-3415

ACME BRICK COMPANY  
MERITAX PROPERTY TAX  
CONSULTANTS  
14800 LANDMARK BLVD, STE 550  
DALLAS, TX 75254,

BARNES, LESTER FORD & HELEN R  
1516 S 37TH ST  
FT SMITH AR 72903-2947

BECKER, BRADLEY & TERRA  
3305 LEIGHS HOLLOW LN  
FORT SMITH AR 72903

BIGHAM, GREGG  
2005 ASPEN  
SALLISAW OK 74955

BOONE, CLARENCE EUGENE & BILLIE  
SUE  
3316 S 42ND ST  
FT SMITH AR 72903

BRUNDIGE, GLENLYNN  
P O BOX 6876  
FORT SMITH AR 72906

BURK, WALTER J & KATHRYN H E  
1521 S 36TH ST  
FT SMITH AR 72908-2938

CARDEW, ROBERTA LYNN  
1923 HENDRICKS BLVD  
FORT SMITH AR 72903

CASTILLO, ROBERT A  
1600 HENDRICKS BLVD  
FORT SMITH AR 72903-3016

CHILDS, ANN L  
3201-#11 S O ST  
FORT SMITH AR 72903-6841

APPLETON, RICHARD C & ANN  
3414 LEIGH'S HOLLOW LN  
FORT SMITH AR 72903-2919

BATEMAN, SAMUEL M & FRANCES J  
1714 HENDRICKS BLVD  
FORT SMITH AR 72903-3412

BEUGELSDIJK, ARIE & AUDRI  
3201 S O ST #8  
FORT SMITH AR 72903

BLAKE, JOSH  
3201-#20 S O ST  
FT SMITH AR 72903-6841

BRANDENBURG, MARY D  
3904 S P ST  
FORT SMITH AR 72903

BULGER, AMANDA  
3710 S O ST  
FORT SMITH AR 72903

CAMPBELL, JAMES D & SHIRLEY F  
1535 S 37TH ST  
FORT SMITH AR 72903-2946

CARNEY, DEBORAH C.  
P O BOX 3908  
FORT SMITH AR 72913

CHAMBERLIN, HARRY A & GALE D  
3201-#26 S O ST  
FORT SMITH AR 72903-6841

CITY OF FORT SMITH, ARKANSAS  
PO BOX 1908  
FORT SMITH AR 72902

CITY OF FORT SMITH, ARKANSAS  
1415 OLD GREENWOOD RD  
FORT SMITH AR 72901

CLEGG, ELLIOTT & ROBIN  
3410 S M ST  
FT SMITH AR 72903-2905

CRAVENS, DAVID A & LORRAINE  
3507 S O ST  
FT SMITH AR 72903

DAMRON, DORANCE D & ANNA BELLE  
2001 HENDRICKS BLVD  
FORT SMITH AR 72903

FENNELL, BURL W & IRENE B LIVING TR  
3624 S O ST  
FORT SMITH AR 72903-2925

FRIEDMAN, MYLES TRUST  
1800 HENDRICKS BLVD.  
FORT SMITH AR 72903

GREEN, WILLIAM W & MARILYNDA  
GREEN  
3923 S T ST  
FORT SMITH AR 72903

HOOVER, GAE VON  
1716 HENDRICKS BLVD  
FORT SMITH AR 72903-3412

HURSH, PARALEA L  
3201 S O ST #9  
FT SMITH AR 72903

JABER, MELANIE S & SABRA F JABER &  
1616 HENDRICKS BLVD  
FORT SMITH AR 72903-3016

CIULLA, ROSALIE & GINA LIVING TRUST  
3817 S S ST  
FORT SMITH AR 72903

CLICK, CHARLES R. & MARILYN G FAMIL  
2023 HENDRICKS BLVD  
FORT SMITH AR 72903-3417

CRAVENS, DAVID A & LORRAINE J  
3507 S O ST  
FT SMITH AR 72903

EDSON, BURNHAM W & LUCY H  
3401 LEIGH'S HOLLOW LN  
FT SMITH AR 72903-2919

FRASER, MARY ELLEN REV TRUST  
2100 HENDRICKS BLVD  
FORT SMITH AR 72903

FRITSCHIE, SUZANNE  
3201 S O ST #3  
FORT SMITH AR 72903

GREGORY KISTLER TREATMENT CENTER  
920 LEXINGTON AVE  
FT SMITH AR 72901

HUG FAMILY TRUST  
1820 HENDRICKS BLVD  
FT SMITH AR 72903-3414

HYMAN, GERALD N & STEPHANIE A  
1515 HENDRICKS BLVD  
FORT SMITH AR 72903-3013

JOSEPH F & CHERYL L LYONS, TRUS  
1530 S 37TH  
FORT SMITH AR 72903

CLARK, CAROLYN T REEDER & RAY  
CLARK  
9509 BELHAVEN VIEW  
FORT SMITH AR 72908-9007

COX, BRENT A & KATHERINE L  
1525 S 37TH ST  
FORT SMITH AR 72903

CROCKER, KEITH  
3517 OLD OAKS LN  
FORT SMITH AR 72903

FARRELL, MICHAEL A & LAURA G  
MOORE  
1523 HENDRICKS BLVD  
FORT SMITH AR 72903-3013

FRIEDMAN, MYLES TRUST  
1800 HENDRICKS BLVD  
FORT SMITH AR 72903-3414

GREEN, WILLIAM W & MARILYNDA  
GREEN  
3923 S T ST  
FORT SMITH AR 72903

HAGGE, SARAH & PATRICK J LVG TRUST  
8511 N E 108TH TERR  
KANSAS CITY MO 64157

HUIE, MYRA J  
3201 S O ST #15  
FT SMTIH AR 72903

JABER, MELANIE S & SABRA F JABER &  
1616 HENDRICKS BLVD  
FORT SMITH AR 72903-3016

KNOX, ROBERT B LIVING TRST  
3410 LEIGH'S HOLLOW LN  
FORT SMITH AR 72903

KOURI DWIGHT C & DEBRA K  
2635 E 28TH ST  
SA OK 74114

LYONS JOSEPH F & CHERYL L  
1530 S 37TH ST  
FT SMITH AR 72903

MARTINEZ, SALOMON & TRACI N  
3908 S P ST  
FORT SMITH AR 72903-3024

MCCOLLOM, PAUL A SR & DONA J &  
3421 CLIFF DRIVE  
FORT SMITH AR 72903

MILLER, THERESA K  
PO BOX 11078  
FORT SMITH AR 72917

NORTHAMPTON INVESTMENTS, LLC  
SHAREN REEDER  
FORT SMITH AR 72903

PARHAM, GORDON R. TRUST  
640 ROBSHIRE LN  
FAYETTEVILLE AR 72701

POE, SUZANNE TATE TRUST  
3600 S S ST  
FT SMITH AR 72903

RAYNOR, ROBERT P. & SHERRY A.  
1701 HENDRICKS BLVD.  
FORT SMITH AR 72903

ROBERSON, CARL B LIVING TRST  
216 WOFFORD LAKE RD  
FORT SMITH AR 72916

LOPEZ, GILBERTO & RUTH PATRICIA  
5805 MEADOWBROOK  
FORT SMITH AR 72916

MABRAY, RACHEL LAUREN  
3201 S O #12  
FORT SMITH AR 72903

MAYHUE, JOAN M  
1703 HENDRICKS BLVD  
FT SMITH AR 72903

MCDANIEL, DENISE  
1528 HENDRICKS BLVD  
FORT SMITH AR 72903

MOSCHNER, GEORGE E & LUANN  
3201 LEIGH'S HOLLOW LN  
FORT SMITH AR 72903

O'BRIEN, SEAN  
1905 HENDRICKS BLVD  
FORT SMITH AR 72903-3415

PATTERSON, CLAUDE L & SARAH J  
3518 S O ST  
FORT SMITH AR 72903-2923

POE, SUZANNE TATE TRUST  
3600 S S ST  
FT SMITH AR 72903

REEDER, SHAREN T  
3201 S O ST  
FORT SMITH AR 72903

RUPP, GEORGE DENNIS  
1601 HENDRICKS BLVD  
FORT SMITH AR 72903-3015

LUNNEY, JOHN & MARY A.  
1519 HENDRICKS BLVD  
FORT SMITH AR 72903-3013

MARCHANT, JOE W & ELIZABETH K  
PO BOX 2706  
FORT SMITH AR 72913

MCCLANAHAN, JOHN D & LEANNE S  
3407 LEIGH'S HOLLOW LN  
FORT SMITH AR 72903

MENDY, PAUL & CAROL  
2004 N 48 CIR  
FORT SMITH AR 72904

NEWTON, W W REVOCABLE TRUST  
701 GARRISON AVE  
FORT SMITH AR 72901

OAKWOOD GARDENS VENTURES, LLC  
1910 MADISON AV, STE 523  
MEMPHIS TN 38104

PATTERSON, DAVID & BRENDA  
3520 S O ST  
FORT SMITH AR 72903-2923

PRYOR, THOMAS B & LORNA S JOINT  
3301 S S ST  
FORT SMITH AR 72901

ROBERSON, CARL B LIVING TRST  
216 WOFFORD LAKE RD  
FORT SMITH AR 72916

SCHALE, TIMOTHY & DONNETTA  
P O BOX 3174  
FT SMITH AR 72913

SCHIRMER, ROY E & CHERYL G  
3720 S S ST  
FORT SMITH AR 72903

SICARD, SAMUEL M & SHARON ANNE  
P O BOX 7  
FT SMITH AR 72902

TERBIETEN, BERNARD F & JONITA &  
CLO  
3600 S O ST  
FT SMITH AR 72903-2925

WEBB, HOWARD L & MARY L  
3201 S O ST  
FORT SMITH AR 72903

WRIGHT FAMILY TRUST  
1906 HENDICKS BLVD  
FORT SMITH AR 72903

SCIVALLY, DAN R  
3610 S O ST  
FT SMITH AR 72903

ST LUKE LUTHERAN CHURCH  
5401 FREE FERRY RD  
FORT SMITH AR 72901

WAGNER, JERRY E. & SANDRA H.  
3204 LEIGH'S HOLLOW LN  
FORT SMITH AR 72903-2978

WESTPHAL, SUSAN M  
1810 HENDRICKS BLVD  
FORT SMITH AR 72903-3414

YATES, LINSEY E.  
1516 HENDRICKS BLVD  
FORT SMITH AR 72903

SICARD, LUCY H LIVING TRUST  
P O BOX 7  
FT SMITH AR 72902

TANKERSLEY, DON R & PATSY J  
3301 LEIGH'S HOLLOW LN  
FORT SMITH AR 72903

WALCOTT JAMES D JR  
3415 LEIGH'S HOLLOW LN  
FT SMITH AR 72903-2919

WILLIAMS, CATHERINE S  
3201-#5 S O ST  
FORT SMITH AR 72903-6841

**Planning Commission Meeting Minutes  
June 14, 2011**

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

- 4. Rezoning #17-6-11; A request by GaeVon Hoover for a zone change from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family Medium Density (RS-2) by Extension located at 3201-3415 Leigh's Hollow Place, 3301 South "S" Street, 3400, 3408, 3518, 3520, 3600, 3610, 3618, 3624, 3710, 3716 South "O" Street and 1600, 1604, 1614, 1616, 1714, 1716, 1800, 1810, 1820, 1906 Hendricks Boulevard.**

Ms. Maggie Rice read the staff report indicating that the purpose of the rezoning request is to limit development to single family dwellings. Ms. Rice stated that a neighborhood meeting was held and a dozen property owners, all in support, attended the meeting.

Ms. GaeVon Hoover, 1716 Hendricks, was present to speak on behalf of the rezoning request. Ms. Hoover stated that she had met with approximately 80% of the homeowners in this area who were all in support of the zoning change. Mr. Hoover also expressed her appreciation to Ms. Rice and the Planning staff for their assistance.

Mr. Dennis Rupp, 1601 Hendricks, addressed the Commission for clarification on the proposed zoning classification. Mr. Rupp was advised that the zoning classification has to do with lot size and the number of structures allowed based on the lot size. Mr. Rupp was also advised that this zoning classification would only allow for the construction of single family homes.

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

- 5. Preliminary Plat – Southfield Heights Villas – Morrison-Shipley (companion item to items #6, #7, #8 & #9)**
- 6. A request by Travis Brisendine for a Master Land Use Plan Amendment from Residential Attached to Residential Detached located at 9000 Texas Road. (companion item to items #5, #7, #8 & #9)**
- 7. Rezoning #18-16-11; A request by Travis Brisendine, agent, for a zone change from R-3-SF-SPL and R-3-MF-SPL to RS-4 by Classification located at 9000 Texas Road. (companion item to items #5, #6, #8 & #9)**
- 8. A request by Travis Brisendine for development plan approval for a residential development located at 9000 Texas Road. (companion item to items #5, #6, #7 & #9)**

ORDINANCE NO. \_\_\_\_\_

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

WHEREAS, the City Planning Commission has held a public hearing to consider a request to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on June 14, 2011, that said change be made; and,

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

WHEREAS, the City Planning Commission has heretofore held a public hearing to consider request No. 18-6-11 to rezone certain properties hereinafter described, and, having considered said request, recommended on June 14, 2011, that said change be made;

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

**SECTION 1:** The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Residential Attached to Residential Detached and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

Part of the North Half (N ½) of the Fractional Southwest Quarter (SW ¼) and part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section 8, Township 7 North, Range 32 West, of the Fifth Principal Meridian, Sebastian County, Arkansas, being more particularly described as follows:

Approved as to Form:

*Jll*  
\_\_\_\_\_  
City Attorney  
*Publish Time*

Commencing from an Existing 2" aluminum monument stamped by PS 1226 at the Southwest Corner of said North Half Fractional Southwest Quarter; thence South 86°36'25" East a distance of 337.88 feet to a set ½" rebar with 1703 cap on the east right-of-way of Texas Road and the Point of Beginning; thence continuing along said east right-of-way line North 27°13'13" East a distance of 158.60 feet to a set ½" rebar with 1703 cap; thence North 27°08'14" East a distance of 87.31 feet; thence South 86°36'25" East a distance of 1,475.36 feet; thence South 30°06'30" west a distance of 251.89 feet to the south line of this subject property as previously surveyed by LS 663 on a plat filed for record on 1/8/1986; thence North 86°36'25" West a distance of 1,461.34 feet to the point of beginning containing 7.58 acres, more or less, being subject to any easements or right-of-way of record, and according to a survey by Morrison-Shipley Engineers, Inc., PS #1703, project #RCO-09.

more commonly known as 9000 Texas Road.

**SECTION 2:** The hereinafter described property is hereby rezoned from Residential Single-Family Medium/High Density (RS-3-SPL) and Residential Multi-Family Medium/High Density (RM-3-SPL) to Residential Single-Family High Density (RS-4) by Classification:

Part of the North Half (N ½) of the Fractional Southwest Quarter (SW ¼) and part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section 8, Township 7 North, Range 32 West, of the Fifth Principal Meridian, Sebastian County, Arkansas, being more particularly described as follows:

Commencing from an existing 2" aluminum monument stamped by PS 1226 at the Southwest Corner of said North Half Fractional Southwest Quarter; thence South 86°36'25" East a distance of 337.88 feet to a set ½" rebar with 1703 cap on the east right-of-way of Texas Road and the point of beginning; thence continuing along said east right-of-way line North 27°08'14" East a distance of 158.60 feet to a set ½" rebar with 1703 cap; thence North 27°08'14" East a distance of 309.69 feet to a set ½" rebar with 1703 cap; thence North 31°11'55" East a distance of 118.84 feet to a set ½" rebar with 1703 cap; thence North 35°14'09" East a distance of 30.71 feet to the set ½" rebar with 1703 cap; thence leaving said East right-of-way line, along the south line of Southfield Heights Phase II filed for record 2/16/2007, South 55°15'42" East a distance of 85.75 feet to an existing 5/8" rebar; thence South 86°36'10" East along said South line a distance of 1,196.61 feet to an existing 5/8" rebar; thence South 78°27'13" East along said South line a distance of 52.74 feet; thence South 59°53'30" East along said South line a distance of 120.01 feet to an existing 5/8" rebar; thence South 30°06'30" West a distance of 507.85 feet

to the South line of this subject property as previously surveyed by LS 663 on a plat filed for record on 1/8/1986; thence North 86°36'25" West a distance of 1,461.34 feet to the point of beginning containing 17.404 acres, more or less, being subject to any easements or rights-of-way of record and according to a survey by Morrison Shipley Engineers, Inc., PS #1703, project #RCO-09.

more commonly known as 9000 Texas Road.

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

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**



June 29, 2011

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

Re: Master Land Use Plan Amendment from Residential Attached to Residential Detached and Rezoning #18-6-11; A request by Travis Brisendine, agent, for a zone change from Residential Single-Family Medium/High Density (RS-3-SPL) and Residential Multi-Family Medium/High Density (RM-3-SPL) to Residential Single Family High Density (RS-4) by Classification located at 9000 Texas Road.

On June 14, 2011, the City Planning Commission held a public hearing to consider the above requests.

Mr. Wally Bailey read the staff reports indicating that the purpose of these requests is to facilitate a proposed 17.4 acre 84 lot single-family subdivision to be constructed in two phases located on the east side of Texas Road approximately  $\frac{3}{4}$  miles south of Cavanaugh Road and immediately south of Southfield Heights residential subdivision. Mr. Bailey stated that the proposed subdivision is an extension of the existing Southfield Heights subdivision.

The original development plan for the Southfield Heights development included a multi-family component when it was annexed in 2004. The 7.58 acres of multi-family was zoned Residential Multi-Family Medium/High Density (RM-3) and designated as Residential Attached on the Master Land Use Plan. Accompanying the proposed zoning change to single family (RS-4) is a request to amend the Master Land Use Plan designation for the 7.58 acres to Residential Detached.

Approximately 9.82 acres of the property is currently zoned Residential Single Family Medium/High Density (RS-3) and 7.58 acres is currently zoned Residential Multi-Family Medium/High Density (RM-3). The proposal is to change the zoning of the whole 17.4 acres to Residential Single Family High Density (RS-4).

A subdivision variance for the length of a block, a preliminary plat and a development plan for the proposed subdivision were approved by the Planning Commission. These items were approved contingent on the Board's approval of the rezoning application.

Mr. Travis Brisendine of Morrison-ShIPLEY was present to speak on behalf of these requests.

Mr. George Combs, 2100 Carlton Place and Ms. Carolyn Ledbetter, 8609 Vickery Lane, addressed the Commission with their concerns relative to drainage, sidewalks and water pressure.

505 Garrison Avenue  
P.O. Box 1908  
Fort Smith, Arkansas 72902  
(479) 785-2800  
Administration Offices FAX (479) 784-2430

Following a discussion by the Commission, Chairman Griffin called for the vote on the Master Land Use Plan Amendment. The vote was 9 in favor and 0 opposed.

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 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

# MEMO

**To:** City Planning Commission

**From:** Planning Staff

**Date:** June 2, 2011

**Subject:** Proposed Master Land Use Plan Amendment at 9000 Texas Road from Residential Attached to Residential Detached (companion item to items #5, #7, #8, and #9)

The Planning Department is in receipt of an application from Travis Brisendine of Morrison Shipley Engineers, agent, for Rausch-Coleman Homes, to amend the *Master Land Use Plan* from Residential Attached to Residential Detached at 9000 Texas Road. The amendment will facilitate a proposed 17.4 acre single-family family subdivision located on the east side of Texas Road approximately  $\frac{3}{4}$  miles south of Cavanaugh Road and immediately south of Southfield Heights residential subdivision. Approximately 7.58 acres of the tract is classified as Residential Attached with the remaining tract classified as Residential Detached. The proposed subdivision is an extension of the existing Southfield Heights subdivision.

The existing zoning of the site is Residential Single-Family Medium/High Density (RS-3) and Residential Multi-Family Medium Density (RM-3 SPL). A companion application (item #7) proposes a change in the zoning classification to Residential Single-Family High Density (RS-4). Approval of the amendment will reclassify the 7.58 acres to Residential Detached, which is the appropriate land use for the proposed RS-4 zoning district. The *Master Land Use Plan* is a guide to zoning and development and must be considered with the other application.

## ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and uses contiguous to the subject lot are as follows:

The area immediately to the north is classified as Residential Detached and is part of the 17.4 site proposed for single-family dwellings. The area further north is also classified as Residential Detached and is developed as Southfield Heights, a single-family residential subdivision.

The area to the south is not classified and is developed as an OG&E substation.

The area to the east is a combination of Open Space classification and not classified and is undeveloped.

6A

The area to the west is not classified and is developed with a single-family residence.

The proposed Residential Detached land use classification is described as follows:

**Purpose:** To create and maintain stable neighborhoods, provide safe, attractive family environments, and protect property values.

**Characteristics and Use:** Single-family residential development from zero lot line up to one unit per acre.

<b>Criteria for Designation:</b>	<b><u>Compliance Noted</u></b>
<ul style="list-style-type: none"><li>• Located within stable, predominantly single-family neighborhood</li></ul>	Yes

### **MASTER STREET PLAN CLASSIFICATIONS**

The Fort Smith Master Street Plan classifies Texas Road as a major collector.

### **STAFF COMMENTS**

The applicant held a neighborhood meeting on Monday, June 6, 5:30 p.m., at Rausch-Coleman Homes sales office 1101 Harvard Avenue. Four surrounding property owners attended the meeting. Travis Brisendine explained the master land use plan request as well as the companion applications to the attendees. No objections were expressed. The attendance record and meeting summary are attached.

Staff finds that the proposed amendment to reclassify the property to Residential Detached complies with the designation criteria and is compatible with the surrounding land uses. Staff recommends approval of the application.

6B

# Memorandum

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**To:** File  
**CC:**  
**From:** Travis Brisendine  
**Date:** June 6, 2011 (5:30, Rausch-Coleman Office, 1101 Harvard Avenue)  
**Re:** Neighborhood Meeting for Southfield Heights Villas

---

In Attendance:

**Morrison-ShIPLEY Engineers**

Travis Brisendine

**Rausch-Coleman**

Bill Gabbard

**City of Fort Smith Planning**

Maggie Rice

**Citizens**

Carolyn Ledbetter, Karen Dewulf, Shula Taylor, Roger Joe Taylor

**Meeting Summary:**

The meeting was held at the Rausch-Coleman office located in the Southfield Heights subdivision. In attendance were representatives from MSE, Rausch-Coleman, City of Fort Smith and four home owners from Phase II of the Southfield Heights subdivision. I explained the process we are going through for the subdivision and that they were notified because of the rezoning and variance request that we are requesting from the City. I explained to the attendees that the site is currently zoned R-3-MF and R-3-SF. This currently allows single-family homes and multi-family housing. The proposed zoning request is for all RS-4, which allows a smaller single-family lot but no multi-family housing. Attendees also asked whether or not duplex housing will be built in the development. I explained that the proposed zoning will not allow it anyway but that Rausch-Coleman does not plan on building any duplex housing in these two phases.

Mr. Gabbard explained that the development will have strict Covenants setup for the lots within the development. Attendees asked numerous questions regarding the type of house to be constructed in the subdivision. Mr. Gabbard explained he did not have the exact footprints due to the new home lineup coming out later this month but estimated that the houses would be larger than 1,200 ft<sup>2</sup>. Mr. Gabbard will prepare additional information regarding the types of houses for the PC meeting on June 14<sup>th</sup>.

Attendees asked questions regarding the water and sewer improvements within the development. I explained we would be constructing improvements to serve the proposed lots.

The meeting concluded around 6:30 PM. I did not receive any additional phone calls regarding the project following the mailing of notices.

**ATTENDANCE LIST FOR NEIGHBORHOOD MEETING**

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

Meeting Location Rausch-coleman Office at Southfield Heights

Meeting Time & Date June 6<sup>th</sup>, 5:30-6:30 PM

Meeting Purpose \_\_\_\_\_

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
1.	<i>Carolyn Ratteree</i>	<i>8609 Vickery Lane</i>	<i>646-1545</i>
2.	<i>Karen DeWnef</i>	<i>709 Torrington Way</i>	<i>646-6762</i>
3.	<i>Bill Gabbard</i>	<i>Fayetteville AR</i>	<i>466-3208</i>
4.	<i>Maggie Rice</i>	<i>Fort Smith Planning Dept.</i>	
5.	<i>Shirley Taylor</i>	<i>700 Torrington Way</i>	<i>990-8686</i>
6.	<i>Roger Joe Taylor</i>	<i>700 Torrington Way</i>	<i>990-8686</i>
7.			
8.			
9.			
10.			
11.			

## Application Type

Minor Amendment   
  Standard Amendment   
  Major Amendment  
*(See Section 27-328-5 C. (Criteria))*

Request to Amend Map   
  Request to Amend Text   

Applicant Name: Travis Brisendine		
Firm Name: Morrison-Shipley Engineers, Inc.		
Address: PO Box 10064, FS, 72917		
Phone # (day): 479-452-1933    Phone # (cell): 479-883-4028    Fax #:479-452-1939		
Owner Name: Rausch-Coleman Southfield LLC.		
Owner Address: PO Box 23422, Barling, 72923		
Phone # (day):	Phone # (cell):	Fax #:
Property Address (subject property): 9000 Texas Road, Fort Smith		
<b>Subject Property</b>		
Current Land Use: Undeveloped Land		
Existing MLUP Classification: Residential Attached		
Proposed MLUP Classification: Residential Detached		
Existing Zoning Classification: R-3-MF-SPL		
Proposed Zoning Classification: RS-4		
<b>Surrounding Property</b>		
Current Land Use: north- Single-family residential		
south- OG&E substation		
east- single-family residence		
west- Duplex residence and park space		
Existing MLUP Classification: north: Residential detached		
south: ETJ-01		
east: ETJ-01		
west: Residential Attached, Open space and ETJ-01		
Existing Zoning Classification: north: R-3-SF-SPL		
south:ETJ-01		
east:ETJ-01		
west: R-3-SF-DP-SPL and ETJ-01		
Pre-Application Meeting Date: May 16, 2011		

6E

**For a Minor, Standard or Major Master Land Use Plan Amendment**, please attach the following information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

1. A legal description of the subject property that is to be amended (reclassified).
2. A map of the property which includes the scaled distance, legal description, and general vicinity map inset showing the property's location.
3. The area dimensions of the property in square feet or acres.
4. Describe existing road conditions and new roads to be included in the development and the effect of the proposed development on existing roads and traffic conditions:

The project will include construction of new residential streets within the Development. Texas Road borders the site to the west and was upgraded in 2009 to accommodate the overall development of Southfield Heights and South Meadows Estates.

5. Describe the existing public utility services and infrastructure (such as water, sewer, fire/police) which are available to the property and the source/method of providing additional utilities and infrastructure to the property if necessary:

Additional water and sewer facilities will be constructed to accommodate the Development.

6. Provide a statement of the proposed build-out density and maximum potential build-out density (units per acre) permitted by the proposed land use classification:

The overall development will include 84 single-family residential lots. The Location is currently permitted for multi-family housing.

7. Identify any known or anticipated environmental concerns:

N/A

**For a Standard or Major Master Land Use Plan Amendment only**, please attach the following additional information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

6 F

**AUTHORIZATION OF AGENT**

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a subdivision variance by application do hereby authorize Travis Brisendine to act as our agent in the matter.

( Print name of Agent)

(Type or clearly print)

**NAMES OF ALL OWNERS.**

**SIGNATURE OF ALL OWNERS.**

- |                                |  |
|--------------------------------|--|
| 1. <u>Rausch-Coleman Homes</u> |  |
| 2. _____                       | _____  |
| 3. _____                       | _____  |
| 4. _____                       | _____  |
| 5. _____                       | _____  |
| 6. _____                       | _____  |
| 7. _____                       | _____  |
| 8. _____                       | _____  |
| 9. _____                       | _____  |
| 10. _____                      | _____  |
| 11. _____                      | _____  |

*This form necessary only when the person representing this request does not own all the property.*

LG

**Metes and Bounds Description of The Master Land Use Plan:**

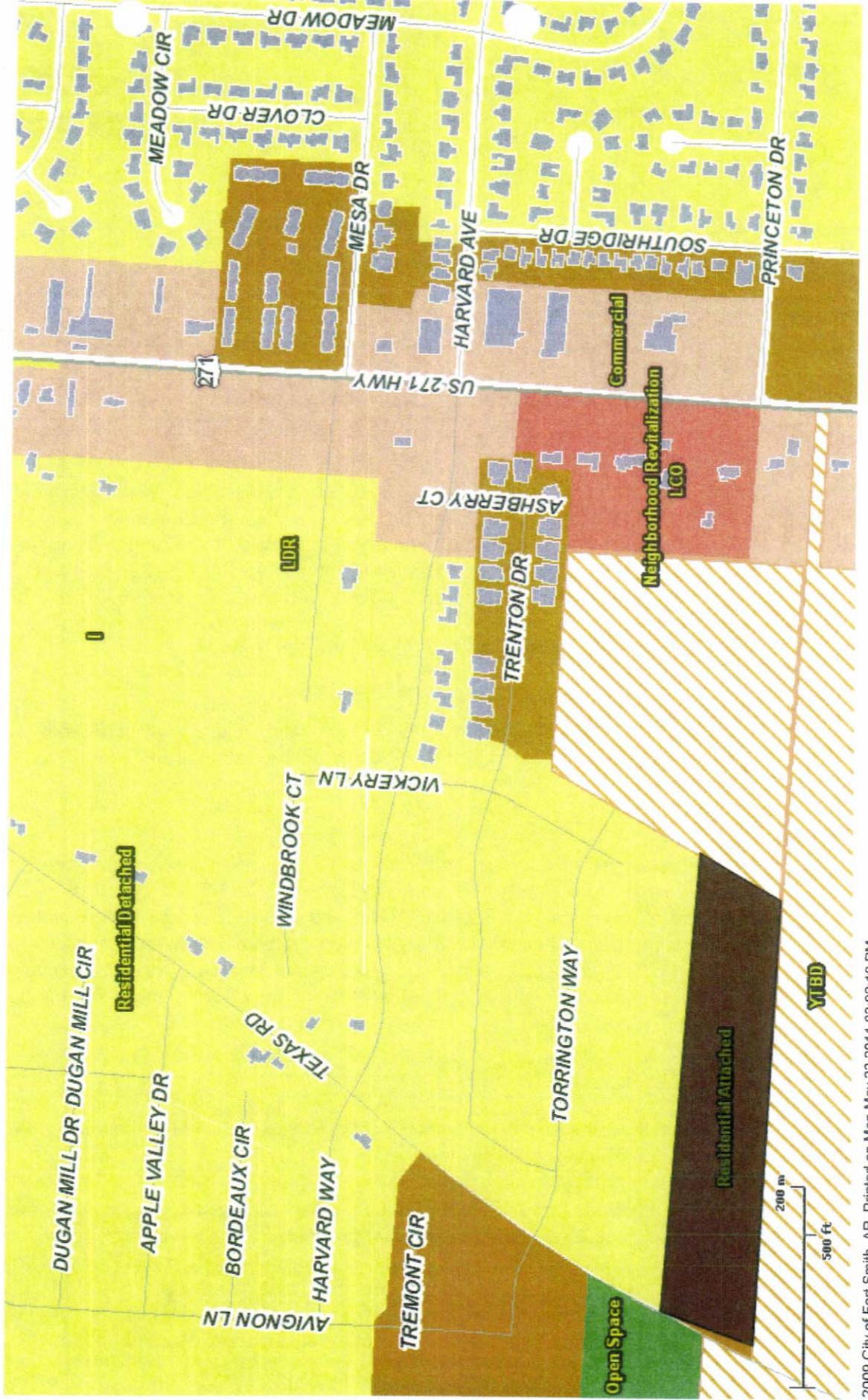
Part of the North Half (N 1/2) of the Fractional Southwest Quarter (SW 1/4) and part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), Section 8, Township 7 North, Range 32 West, of the Fifth Principal Meridian, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING from an Existing 2" Aluminum Monument stamped by PS 1226 at the Southwest Corner of said North Half Fractional Southwest Quarter; Thence South 86° 36' 25" East a distance of 337.88 feet to a Set 1/2" Rebar with 1703 Cap on the East Right-of-Way of Texas Road and the Point of BEGINNING; Thence continuing along said East Right-of-Way line North 27° 13' 13" East a distance of 158.60 feet to a Set 1/2" Rebar with 1703 Cap; Thence North 27° 08' 14" East a distance of 87.31 feet; Thence South 86° 36' 25" East a distance of 1,475.36 feet; Thence South 30° 06' 30" West a distance of 251.89 feet to the South line of this subject property as previously surveyed by LS 663 on a plat filed for record on 1/8/1986; Thence North 86° 36' 25" West a distance of 1,461.34 feet to the POINT OF BEGINNING containing 7.58 acres, more or less, being subject to any easements or rights-of-way of record, and according to a survey by Morrison Shipley Engineers, Inc., PS #1703, project # RCO-09.

6H

# Master Land Use Amendment: From Residential Attached to Residential Detached

9000 Texas Road



67

# Memo

To: City Planning Commission

From: Planning Staff

Date: June 2, 2011

Subject: Rezoning #18-6-11; A request by Travis Brisendine, Morrison Shipley Engineers, agent, for Rausch Coleman Homes, for Planning Commission consideration of a zone change from Residential Single-Family Medium/High Density (RS-3 SPL) and Residential Multi-Family Medium/High Density (RM-3 SPL) to Residential Single-Family High Density (RS-4) by classification at 9000 Texas Road

## LOT LOCATION AND SIZE

The subject property is located on the east side of Texas Road approximately  $\frac{3}{4}$  mile south of Cavanaugh Road and immediately south of Southfield Heights residential subdivision. The tract contains 17.4 acres with approximately 600 feet of road frontage on Texas Road.

## EXISTING ZONING

The existing zoning on the property is Residential Single-Family Medium/High Density (RS-3) and Residential Multi-Family Medium/High Density (RM-3 SPL). Ordinance #36-4 authorized the current zoning districts of RS-3 and RM-3 and required a special condition that required planning commission site plan/development plan approval for the area zoned RM-3 and an area located on U.S. Highway 271 zoned C-2. As required by the Unified Development Ordinance, the applicant has submitted a companion application for a development plan for the proposed subdivision. (See Item #8.)

## REQUESTED ZONING

The requested zoning on this tract is Residential Single-Family High Density (RS-4) Characteristics of this zone 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 multi-family or commercial uses. The RS-4 zoning district corresponds to the residential detached classification of the master land use plan provided it is in character with the existing or planned uses of the surrounding districts.

Permitted Uses: Permitted uses include single family detached dwelling units and family group homes.

Conditional Uses: Schools and religious institutions, country clubs, utility substations, and daycare homes.

**Bulk & Area Regulations:**

- Minimum Lot Size – 5,000 s.f.
- Density – 8.7 dwelling units/acre
- Minimum Lot Width at building line – 50 feet
- Maximum Lot Coverage – 65%
- 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

**SURROUNDING ZONING AND LAND USE**

The area to the north is zoned Residential Single-Family Medium/High Density (RS-3 SPL) and is developed as Southfield Heights, a single-family residential subdivision.

The area to the south is zoned ETJ-Open-1 and is developed as an OG&E utility substation.

The area to the east is zoned ETJ-Open-1 and is developed with a single-family residence.

The area to the west is zoned as ETJ-Open-1 and Residential Single-Family Duplex Low-Medium Density (RSD-2) and is undeveloped.

**PROPOSED REZONING**

The proposed zoning will facilitate an 84-lot single-family residential subdivision.

**LAND USE PLAN COMPLIANCE**

The Master Land Use Plan classifies this property as Residential Detached and Residential Attached. The applicant has submitted a companion Master Land Use Plan Amendment application requesting to reclassify the area currently classified as Residential Attached to Residential Detached to properly correspond with the proposed RS-4 zoning district.

**MASTER STREET PLAN CLASSIFICATION**

The Fort Smith Master Street Plan classifies Texas Road as a major collector.

**STAFF COMMENTS AND RECOMMENDATIONS**

The applicant held a neighborhood meeting on Monday, June 6, 5:30 p.m., at Rausch-Coleman Homes sales office at 1101 Harvard Avenue. Please see Agenda Item #6 - companion Master Land Use Plan application for the attendance record and meeting summary.

Staff finds that the proposed RS-4 zoning district is compatible with the surrounding single-family and single-family-duplex zoning districts. It will also provide a transition buffer zone between the RS-3 zoning district to the north and the utility subdivision station to the south.

Staff recommends approval of the application.

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 Legal Description*

2. Address of property: 9000 Texas Road

3. The above described property is now zoned: R-3-SF-SPL and R-3-MF-SPL

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

5. Why is the zoning change requested?  
To accommodate a proposed 84 lot single-family residential subdivision.

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

Signed:

TRAVIS BRISNDINE  
Owner or Agent Name  
(please print)

\_\_\_\_\_  
Owner

PO Box 1006A, 72917  
Owner or Agent Mailing Address

or  
T. B. [Signature]  
Agent

479-452-1933  
Owner or Agent Phone Number

**DEVELOPMENT PLAN REVIEW APPLICATION**

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)

Part of the North Half (N 1/2) of the Fractional Southwest Quarter (SW 1/4) and part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), Section 8, Township 7 North, Range 32 West, of the Fifth Principal Meridian, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING from an Existing 2" Aluminum Monument stamped by PS 1226 at the Southwest Corner of said North Half Fractional Southwest Quarter; Thence South 86° 36' 25" East a distance of 337.88 feet to a Set 1/2" Rebar with 1703 Cap on the East Right-of-Way of Texas Road and the Point of BEGINNING; Thence continuing along said East Right-of-Way line North 27° 13' 13" East a distance of 158.60 feet to a Set 1/2" Rebar with 1703 Cap; Thence North 27° 08' 14" East a distance of 87.31 feet; Thence South 86° 36' 25" East a distance of 1,475.36 feet; Thence South 30° 06' 30" West a distance of 251.89 feet to the South line of this subject property as previously surveyed by LS 663 on a plat filed for record on 1/8/1986; Thence North 86° 36' 25" West a distance of 1,461.34 feet to the POINT OF BEGINNING containing 7.58 acres, more or less, being subject to any easements or rights-of-way of record, and according to a survey by Morrison Shipley Engineers, Inc., PS #1703, project # RCO-09.

2. Address of property: 9000 Texas Road
3. The above described property is now zoned: R-3-SF-SPL and R-3-MF-SPL
4. Does the development plan include a companion rezoning request?

Yes  X  No \_\_\_\_\_

5. If yes, please specify the companion application submitted:

- X Conventional Rezoning
- o Planned Rezoning
- o Conditional Use
- o Master Land Use Plan Amendment
- o Variance

6. If applicable, a companion rezoning application is proposed to change the zoning classification of the above described property to:

RS-4 by Classification  
(Zoning Classification) (Extension or classification)

7. Existing zoning, structures and driveways on surrounding properties within 300 feet of subject property:

Zoning: R-3-SF-SPL to the north; ETJ-O-1 to the south, east and west  
No structures or driveways within 300 feet

8. Total acreage of property: 17.404 Acres

Signed:

Travis Brisendine

\_\_\_\_\_  
Owner or Agent Name  
(please print)

\_\_\_\_\_  
Owner

P.O. Box 10064  
Fort Smith, AR 72917

\_\_\_\_\_  
Owner or Agent Mailing Address

479-452-1933

\_\_\_\_\_  
Owner or Agent Phone Number

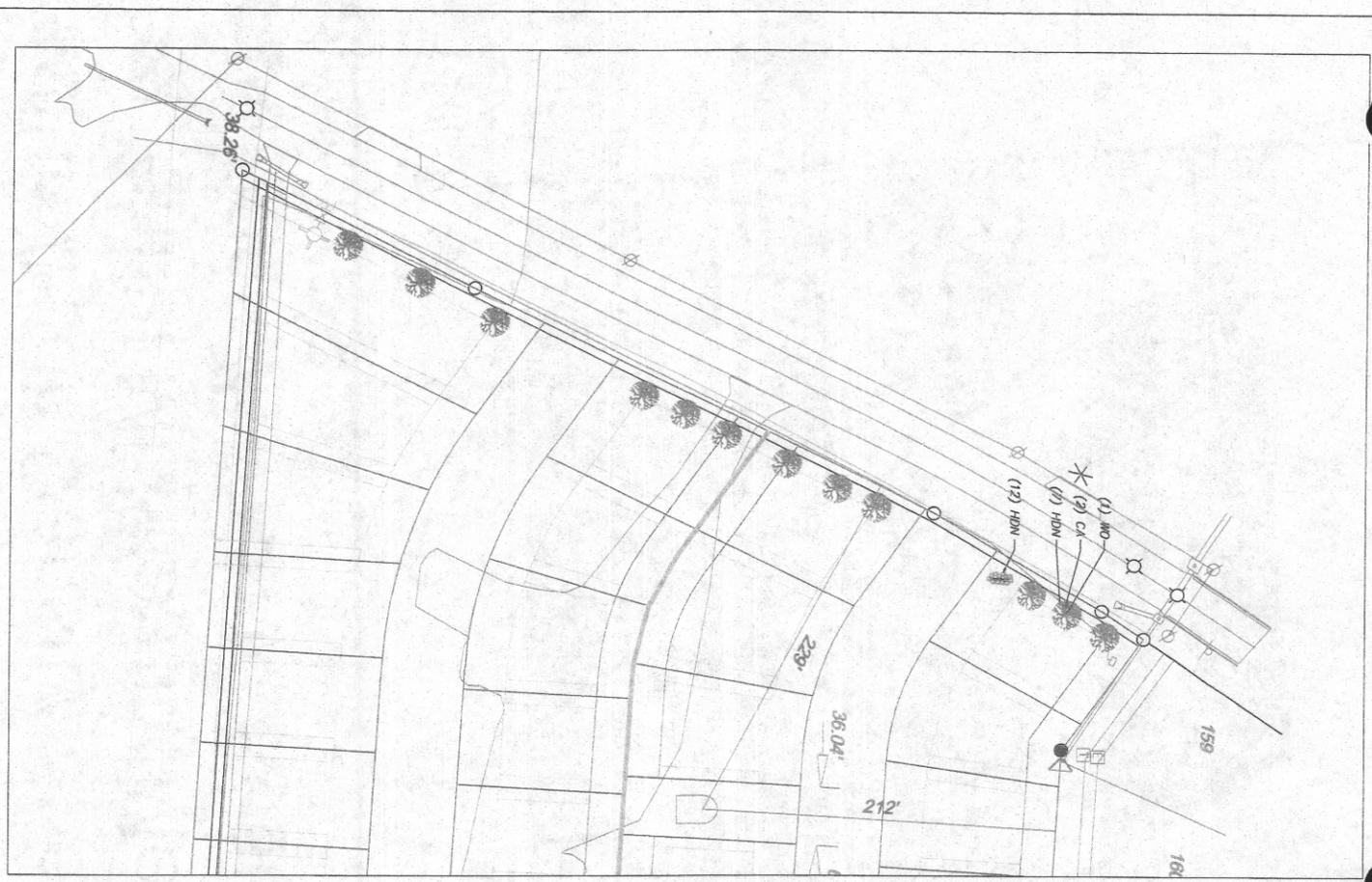
or

Neal Morrison for Travis  
Agent Brisendine





Items #5, #6, #7, #8 & #



\* ALL PLANT GROUPINGS ARE TYPICAL.

SYMBOL	COMMON NAME	BOTAN NAME	QUANT	SIZE
WO	WILLOW/OAK	Salix glauca	12	8 GAL.
CA	COMPACT ARBUTIA	Arbutus X. grandiflora	24	3 GAL.
HCN	HARBOR JET DWARF NANDINA	Nandina domestica 'Harbor Jet'	96	1 GAL.

SHEET  
1 OF 1  
SITE PLAN



**SOUTHFIELD VILLAS:  
ENTRANCE LANDSCAPE PLAN**

DRAWN BY: BLW  
CHECKED BY:

SCALE: 1" = 50'

DATE:  
REVISED:

**RAUSCH-COLEMAN SOUTHFIELD, LLC**

RAUSCH-COLEMAN LAND DEVELOPMENT  
3420 N. PLANNING AVE., SUITE 102  
FAYETTEVILLE, AR 72705  
PH (479) 468-3025  
FX (479) 468-3029









Patrick & Amy Hardy  
500 Trenton Drive  
Fort Smith, AR 72908

Julie Bias  
2423 South "M" Street  
Fort Smith, AR 72901

Christopher & Dann Orendorff  
506 Trenton Drive  
Fort Smith, AR 72908

Son & Ngan Lam Tran  
510 Trenton Drive  
Fort Smith, AR 72908

Rausch Coleman  
P. O. Box 10178  
Fort Smith, AR 72917

Anthony Kratzberg  
Kathryn Schluterman  
606 Trenton Drive  
Fort Smith, AR 72908

Robert Sublett  
612 Trenton Drive  
Fort Smith, AR 72908

Carrington Creek Holdings  
P. O. Box 11288  
Fort Smith, AR 72917

Philip Lomon  
4321 South 16<sup>th</sup> Street  
Fort Smith, AR 72901

Karen DeWulf & Michael Sebo  
709 Torrington Way  
Fort Smith, AR 72908

Kenneth & Connie Gibson  
617 Torrington Way  
Fort Smith, AR 72908

Boun Chokbengboun & Nitaya  
Inthavongsa  
601 Torrington Way  
Fort Smith, AR 72908

Camenaë Dooley  
515 Torrington Way  
Fort Smith, AR 72908

Jimmy Dale Frazier  
511 Torrington Way  
Fort Smith, AR 72908

Terence & Ebone Sawyer  
508 Torrington Way  
Fort Smith, AR 72908

Gerald & Cathye Browning  
516 Torrington Way  
Fort Smith, AR 72908

Mark & Tania Mears  
518 Torrington Way  
Fort Smith, AR 72901

Bridgette Wells  
600 Torrington Way  
Fort Smith, AR 72903

Willie & Jenny Nielsen  
608 Torrington Way  
Fort Smith, AR 72908

Jared & Angela Miller  
616 Torrington Way  
Fort Smith, AR 72908

Roger & Sheila Taylor  
700 Torrington Way  
Fort Smith, AR 72908

Carolyn Ledbetter & James  
Ratterree  
8609 Vickery Lane  
Fort Smith, AR 72908

David Guzman  
8611 Vickery Lane  
Fort Smith, AR 72908

Daniel Sayvongsa & Lee Commay  
8701 Vickery Lane  
Fort Smith, AR 72908

Paula Smith  
305 Dugan Mill Drive  
Fort Smith, AR 72908

Combs Brothers LLC  
2100 Carleton Place  
Fort Smith, AR 72908

Lynn Ellison  
Fort Smith Public Schools  
P. O. Box 1948  
Fort Smith, AR 72902

**Planning Commission Meeting Minutes  
June 14, 2011**

- 4. Rezoning #17-6-11; A request by GaeVon Hoover for a zone change from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family Medium Density (RS-2) by Extension located at 3201-3415 Leigh's Hollow Place, 3301 South "S" Street, 3400, 3408, 3518, 3520, 3600, 3610, 3618, 3624, 3710, 3716 South "O" Street and 1600, 1604, 1614, 1616, 1714, 1716, 1800, 1810, 1820, 1906 Hendricks Boulevard.**

Ms. Maggie Rice read the staff report indicating that the purpose of the rezoning request is to limit development to single family dwellings. Ms. Rice stated that a neighborhood meeting was held and a dozen property owners, all in support, attended the meeting.

Ms. GaeVon Hoover, 1716 Hendricks, was present to speak on behalf of the rezoning request. Ms. Hoover stated that she had met with approximately 80% of the homeowners in this area who were all in support of the zoning change. Mr. Hoover also expressed her appreciation to Ms. Rice and the Planning staff for their assistance.

Mr. Dennis Rupp, 1601 Hendricks, addressed the Commission for clarification on the proposed zoning classification. Mr. Rupp was advised that the zoning classification has to do with lot size and the number of structures allowed based on the lot size. Mr. Rupp was also advised that this zoning classification would only allow for the construction of single family homes.

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

- 5. Preliminary Plat – Southfield Heights Villas – Morrison-Shipley (companion item to items #6, #7, #8 & #9)**
- 6. A request by Travis Brisendine for a Master Land Use Plan Amendment from Residential Attached to Residential Detached located at 9000 Texas Road. (companion item to items #5, #7, #8 & #9)**
- 7. Rezoning #18-16-11; A request by Travis Brisendine, agent, for a zone change from R-3-SF-SPL and R-3-MF-SPL to RS-4 by Classification located at 9000 Texas Road. (companion item to items #5, #6, #8 & #9)**
- 8. A request by Travis Brisendine for development plan approval for a residential development located at 9000 Texas Road. (companion item to items #5, #6, #7 & #9)**
- 9. Subdivision Variance #1-6-11; A request by Travis Brisendine, agent, for a subdivision variance from 1,000 feet to 1,300 feet maximum block length located at 9000 Texas Road. (companion item to items #5, #6, #7 & #8)**

Mr. Wally Bailey read the staff reports indicating that the purpose of these requests is to facilitate a proposed 17.4 acre 84 lot single-family subdivision to be constructed in two phases located on the east side of Texas Road approximately  $\frac{3}{4}$  miles south of Cavanaugh Road and immediately south of Southfield Heights residential subdivision. Mr. Bailey stated that the proposed subdivision is an extension of the existing Southfield Heights subdivision.

Mr. Bailey noted that there is an existing wellhead located between Lots 55 and 56 and the Arkansas Fire Prevention Code requires that no homes be built within 100 feet of an existing gas well. Mr. Bailey stated that as a result of this requirement, Lots 29, 30, 31, 55 and 56 will not be developed until such time the gas well is abandoned. Mr. Bailey also noted that approval of the subdivision variance would allow a block length of 1,300 feet for the proposed single family subdivision rather than the required 1,000 feet.

Mr. Travis Brisendine of Morrison-Shipleigh was present to speak on behalf of these requests.

Mr. George Combs, 2100 Carlton Place and Ms. Carolyn Ledbetter, 8609 Vickery Lane, addressed the Commission with their concerns relative to drainage, sidewalks and water pressure.

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

**5. Preliminary Plat – Southfield Heights Villas – Morrison-Shipleigh (companion item to items #6, #7, #8 & #9)**

Chairman Griffin called for the vote on the preliminary plat. Motion was made by Commissioner Maurras, seconded by Commissioner Huffman and carried unanimously to amend this request to make approval subject to the following:

- Approval of the Master Land Use Plan Amendment and the rezoning application by the City Board of Directors.
- The developer agreeing to meet all franchise and City utility easement requirements and compliance with the City's Subdivision Design and Improvement Standards and the Standard Specifications for Public Works Construction.

Chairman Griffin then called for the vote on the preliminary plat as amended. The vote was 9 in favor and 0 opposed.

**6. A request by Travis Brisendine for a Master Land Use Plan Amendment from Residential Attached to Residential Detached located at 9000 Texas Road. (companion item to items #5, #7, #8 & #9)**

Chairman Griffin called for the vote on the Master Land Use Plan Amendment. The vote was 9 in favor and 0 opposed.

7. **Rezoning #18-6-11; A request by Travis Brisendine, agent, for a zone change from R-3-SF-SPL and R-3-MF-SPL to RS-4 by Classification located at 9000 Texas Road. (companion item to items #5, #6, #8 & #9)**

Chairman Griffin called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

9. **Subdivision Variance #1-6-11; A request by Travis Brisendine, agent, for a subdivision variance from 1,000 feet to 1,300 feet maximum block length located at 9000 Texas Road. (companion item to items #5, #6, #7 & #8)**

Chairman Griffin called for the vote on the subdivision variance. The vote was 9 in favor and 0 opposed.

8. **A request by Travis Brisendine for development plan approval for a residential development located at 9000 Texas Road. (companion item to items #5, #6, #7 & #9)**

Chairman Griffin called for the vote on the development plan. The vote was 9 in favor and 0 opposed.

10. **Rezoning #19-6-11; A request by Kelly Underwood for a zone change from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family High Density (RS-4) by Classification located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #11, #12 & #22)**

11. **A request by Kelly Underwood for development plan approval for a residential development located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #10, #12 & #22)**

12. **Subdivision Variance #2-6-11; A request by Kelly Underwood for a subdivision variance from Article 27, Section 503-10 (c) located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #10, #11 & #22)**

22. **Variance #15-6-11; A request by Kelly Underwood for a variance from 20 feet to 13.5 feet front yard setback located at 5212, 5216 & 5220 Free Ferry. (companion item to items #10, #11 & #12)**

Mr. Wally Bailey gave an overall briefing on all of these requests but noted that they would need to be voted on separately.

Mr. Bailey stated that the purpose of these requests is to allow for the development of single family dwellings on lots smaller than required by the RSD-2 zoning districts. Mr. Bailey stated that on October 14, 2008, the Planning Commission approved the

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. 19-6-11 to rezone certain properties hereinafter described, and, having considered said request, recommended on June 14, 2011, that said change be made;

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

**SECTION 1:** That the following properties to-wit:

Lot 6, 7 Oakland Heights Addition

more commonly known as 5200, 5204, 5208, 5212, 5216, 5220 Free Ferry Road should be, and is hereby rezoned from Residential Single Family Duplex Low/Medium Density (RSD-2) 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 \_\_\_\_\_, 2011.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

Approved as to Form:

*Jsc*  
\_\_\_\_\_  
City Attorney  
*Publish / true*



June 29, 2011

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

Re: Rezoning #19-6-11; A request by Kelly Underwood for a zone change from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family High Density (RS-4) by Classification located at 5200, 5204, 5208, 5212, 5216, 5220 Free Ferry Road.

On June 14, 2011, the City Planning Commission held a public hearing to consider the above rezoning request.

Mr. Bailey stated that the purpose of this request is to allow for the development of single family dwellings. Mr. Bailey stated that on October 14, 2008, the Planning Commission approved a preliminary plat of Free Ferry Park, Lots 1-7. The plat created six new lots with a 22' wide circular private drive. On the same date, the Board of Zoning Adjustment approved a zoning variance to allow Lots 3 and 6 of the preliminary plat to be smaller than the required 10,500 square feet. The variance was requested because of the significant drainage improvements and utilities through the property.

Mr. Bailey stated that the owner now wishes to develop the property with a new layout that has a single driveway and is requesting to change the zoning to a single family only (RS-4) zoning district. The proposed six lots are larger than the 5,000 square feet minimum lot area required by the RS-4 zoning with lots ranging in size from 7,492 square feet to 12,022 square feet. When the staff met with the development group, we suggested the zoning change because of the development size, and the number of variances that might be required to accommodate the existing zoning. Also, the proposed zoning identifies the property will be used for single family only and removes the duplex zoning designation.

Mr. Bailey noted that the UDO's requirement that private drives be constructed in accordance with standards for public streets and the fact that a water transmission line passes through the property were additional factors that affected the RS-4 zone request and recommendation. A companion subdivision variance was submitted and approved for the design of the turnaround and a setback variance was approved for the lots east of the private street. The Planning Commission has also approved a development plan for this development.

The net effect of the new development applications is that the proposed subdivision layout has the same density as the previously approved preliminary plat (6-lots) and the proposed zoning will now limit the development to single-family structures.

Mr. Scott Branton, 5311 South 28<sup>th</sup> Street, was present to speak on behalf of this request.

625 Garrison Avenue  
P.O. Box 1978  
Fort Smith, Arkansas 72907  
(479) 785-2801  
Administrative Offices FAX: (479) 784-4400

Mr. and Mrs. Ronald Boitel, 5318 Free Ferry and Mr. Mike Butler, 8806 Meandering Way, owner of property located on Fern Street, addressed the Commission relative to drainage concerns. Mr. Butler also asked whether the single-family zoning would create a precedent due to the fact that he would like to develop his property on Fern Street as duplexes.

It was noted that the drainage concerns would be forwarded to the City of Fort Smith Engineering Department for their review. The Commission indicated that they wanted a report from the Engineering Department and project engineer on how the drainage issues would be solved when the plat was submitted.

Following a discussion by the Commission, Chairman Griffin called for the vote on the rezoning request. The vote was 9 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

# Memo

To: City Planning Commission

From: Planning Staff

Date: May 31, 2011

Subject: Rezoning #19-6-11; A request by Kelly Underwood, owner, for Planning Commission consideration of a zone change from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family High Density (RS-4) by classification at 5200, 5204, 5208, 5212, 5216, 5220 Free Ferry Road. (Companion Item to Items #11 and #22)

## LOT LOCATION AND SIZE

The requested rezoning area is on the south side of Free Ferry Road between Oakland Street and Waldron Road. The area contains approximately 1.5 acres with approximately 260 feet of frontage on Free Ferry Road.

## 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 include single family dwellings, duplex dwellings and family group homes. Schools and religious institutions are permitted as conditional uses.

### Area Regulations:

Lot Area – 10,500 square feet  
Front Yard Setback – 30 feet  
Side Yard Setback – 7.5 feet  
Side Yard on Street Side of Corner Lot – 30 feet  
Rear Yard Setback – 10 feet  
Separation of Buildings – 10 feet  
Maximum Height – 35 feet

### Density Regulations:

20 dwelling units/acre

## **REQUESTED ZONING**

The requested zoning on this tract is Residential Single Family High Density (RS-4).

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

Purpose: To provide for 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 multi-family or commercial uses. The RS-4 zoning district is appropriate in the Residential Detached classification of the Master Land Use Plan.

Permitted Uses: single family and family group homes.

Conditional Uses: commercial communication towers, amateur radio transmitting towers, utility substations and country clubs.

### **Bulk & Area Regulations:**

Minimum Lot Size – 5,000 s.f.  
Maximum Density – 8.7 dwelling units/acre  
Front Yard Setback – 20 feet  
Side Yard on Street Side of Corner Lot – 20 feet  
Side Yard Setback – 5 feet  
Rear Yard Setback – 10 feet  
Minimum Lot Width at Building Line – 50 feet  
Minimum Street Frontage – 20 feet  
Distance between Buildings – 10 feet  
Maximum Height – 35 feet (1 + 1)  
Maximum Lot Coverage – 65%

## **SURROUNDING ZONING AND LAND USE**

All surrounding properties are zoned Residential Single Family Duplex Low/Medium Density (RSD-2) and are developed as single family homes and duplexes.

### **PROPOSED REZONING**

The requested zone will allow development of single-family dwellings on lots smaller than required by the RSD-2 zoning district.

### **LAND USE PLAN COMPLIANCE**

The Master Land Use Plan classification is Residential Detached. The Residential Detached classification provides for safe, stable neighborhoods, and attractive family environments.

10B

**MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies Free Ferry Road as a Residential Collector.

**STAFF COMMENTS AND RECOMMENDATIONS**

A neighborhood meeting was held on June 7, 5:30 p.m., at the main Fort Smith Library. One surrounding property owner attended the meeting but had no objections.

On October 14, 2008, the planning commission approved Free Ferry Park, Lots 1-7, a preliminary plat for this property. The plat created six lots with a 22' circular private drive. However, the owner did not submit a final plat for planning commission review, and the preliminary plat's two-year effective period for the approval expired. Drainage improvements were made and inspected by the City Engineering Department. A final approval of the drainage improvements was not given as the final documents and final plat were never submitted. Attached is a copy of Free Ferry Park, Lots 1-7 preliminary plat.

On the same date, the Board of Zoning adjustment approved a zoning variance to allow lots 3 and 6 of the preliminary plat to be smaller than the 10,500 s.f. minimum lot size required for RSFD-2.

Because a final plat was not submitted and the preliminary plat's approval expired, the owner now wishes to develop the property with a new layout with an RS-4 zoning district. Although the owner has requested an RS-4 zoning district, the proposed six lots are larger than the 5,000 s.f. minimum lot area required by the RS-4. The lots range in size from 7,492 s.f. to 12,022 s.f.

When the staff met with the development team we suggested the zoning change because of the development size, and the number of variances that would be required to accommodate the existing zoning.

The UDO's requirement that private drives be constructed in accordance with standards for public streets was also a factor in the owner requesting the RS-4 zone. This was a change from the requirement when the original preliminary plat was submitted and the requirement was only 22 feet. As a result, the proposed private drive must be built to public standards with a 50' right-of-way dedication which takes more land. The RS-4's smaller side and rear setbacks and approval of companion front-yard setback and subdivision variance applications will enable the developer to comply with the UDO's requirement regarding public streets.

The result of the revised plan is that the development will still have six (6) new lots which is the same density as the previous preliminary plat.

Staff recommends approval of the rezoning request.





# Master Land Use Map for Rezoning #19-6-11: From Residential Single Family-Duplex Low/Medium Density (RSD-2) to Residential Single Family High Density (RS-4)

5200, 5204, 5208, 5212, 5216 and 5220 Free Ferry Road



**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)

Lot 6,7 Oakland Heights Addition

- 2. Address of property: N/A

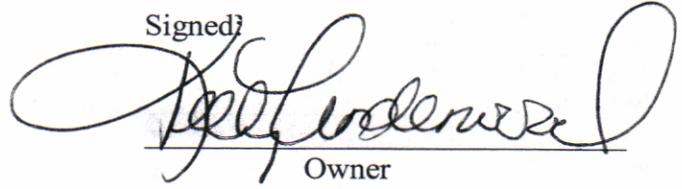
- 3. The above described property is now zoned: RSP-2

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

- 5. Why is the zoning change requested?  
RS-4 is required to meet minimum lot sizes required by the UDO.

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

Kelly Underwood  
 Owner or Agent Name  
 (please print)

Signed:  
  
 Owner

5010 Free Ferry Rd  
 Owner or Agent Mailing Address

or

479-414-7974  
 Owner or Agent Phone Number

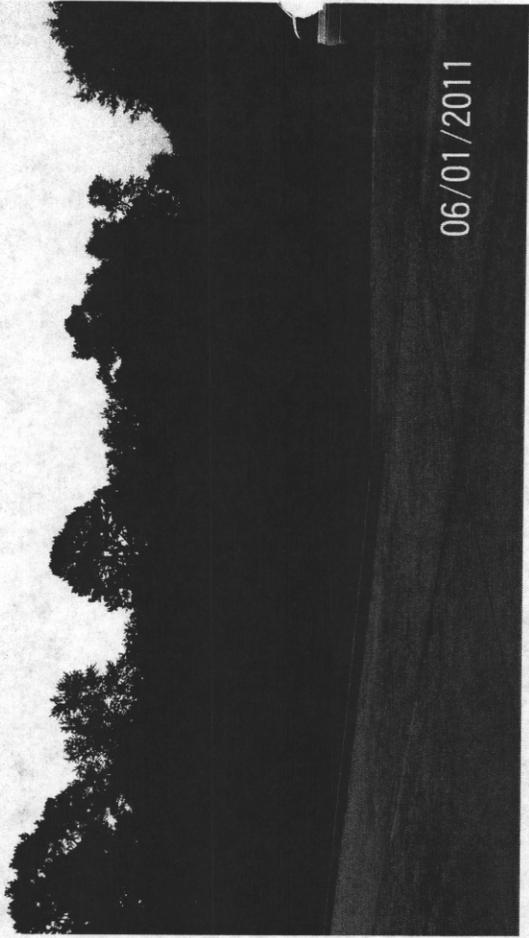
Agent

# Rezoning #19-6-11: From Residential Single Family-Duplex Low/Medium Density (RSD-2) to Residential Single Family High Density (RS-4)

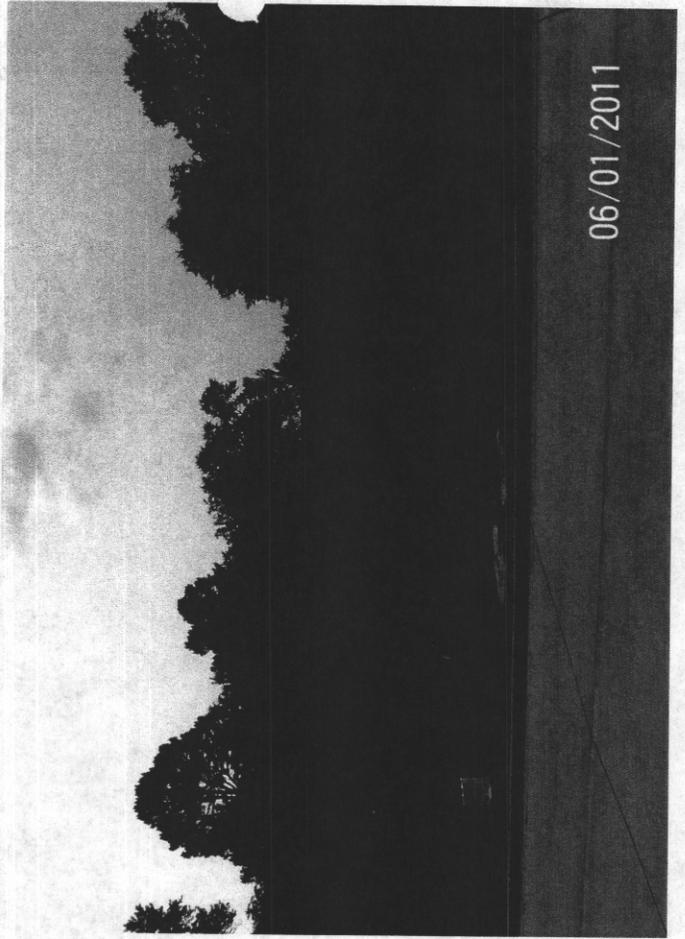
5200, 5204, 5208, 5212, 5216 and 5220 Free Ferry Road



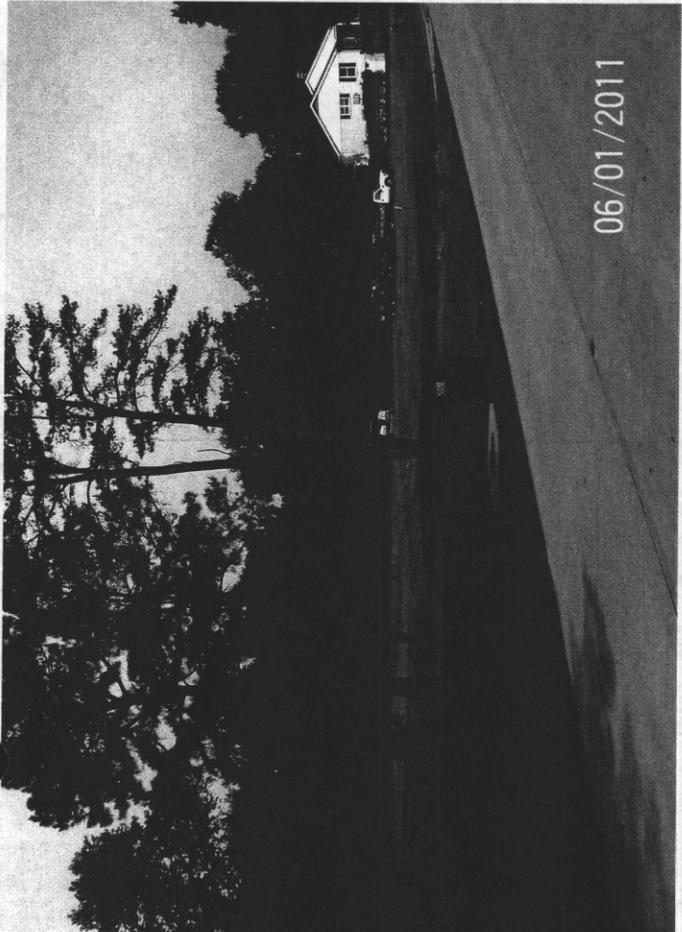
10H



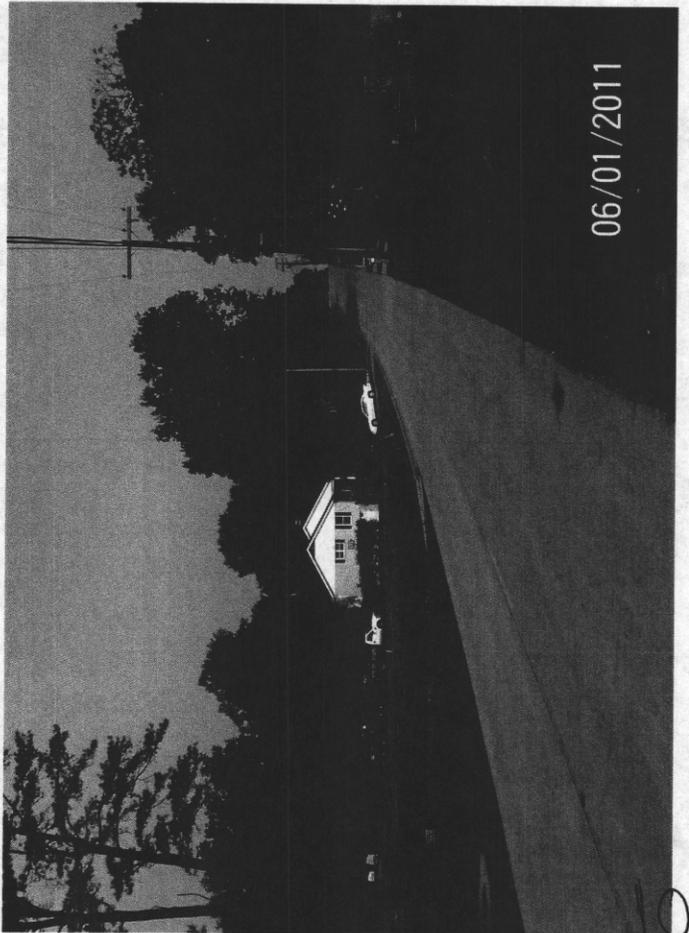
06/01/2011



06/01/2011



06/01/2011



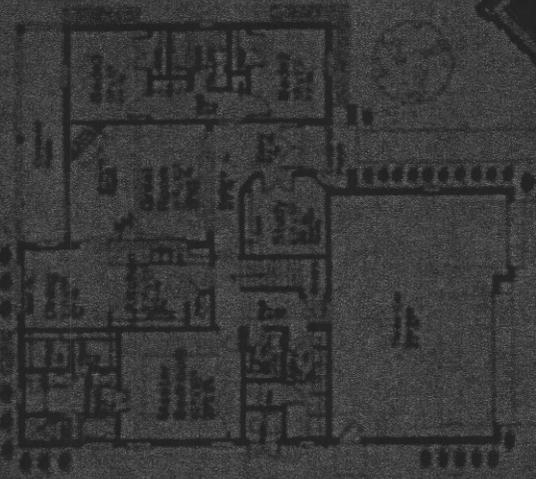
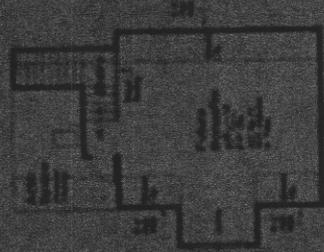
06/01/2011

101

Plan #1467

1992 SF Veneer (1st Floor Only)

- ✓ Additional 457 SF in 2nd floor bonus room
- ✓ Double front doors to large spacious entry
- ✓ Study with built ins
- ✓ Beautiful front exterior with stone and cedar



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Free Ferry East, LLC  
P. O. Box 3129  
Fort Smith, AR 72913

John Didion  
4932 Free Ferry Road  
Fort Smith, AR 72903

Justin & Kelly Underwood  
P. O. Box 10126  
Fort Smith, AR 72917

Ronald & Jean Boitel  
5318 Free Ferry Road  
Fort Smith, AR 72903

WAJA, Inc.  
P. O. Box 6383  
Fort Smith, AR 72906

Martin & Jan Stouffer  
6901 Millennium Drive  
Fort Smith, AR 72916

Michael Butler Living Trust  
8806 Meandering Way  
Fort Smith, AR 72903

William Reith & Mary Collins  
P. O. Box 10925  
Fort Smith, AR 72917

FS Properties of Arkansas, LLC  
2005 Fianna Way  
Fort Smith, AR 72908

James Culpepper  
5011 Fern Street  
Fort Smith, AR 72903

Dana Davis  
5003-07 Fern Street  
Fort Smith, AR 72903

John & Joyce Parr  
P. O. Box 10111  
Fort Smith, AR 72917

Jan & Beth Taylor Living Trust  
5203 Moody Drive  
Fort Smith, AR 72903

Linda Lincks  
P. O. Box 3214  
Fort Smith, AR 72913

Four-S, LLC  
5005 Free Ferry  
Fort Smith, AR 72903

Paul & JoAnne Hill  
5105 Free Ferry Road  
Fort Smith, AR 72903

Phillip Rickman  
3100 Chelsea Mead  
Fort Smith, AR 72908

Bobby & Mary Beth Stephens  
1111 South 67<sup>th</sup> Street  
Fort Smith, AR 72903

Lynn Ellison  
Fort Smith Public Schools  
P. O. Box 1948  
Fort Smith, AR 72902

Planning Commission Meeting Minutes  
June 14, 2011

7. **Rezoning #18-6-11; A request by Travis Brisendine, agent, for a zone change from R-3-SF-SPL and R-3-MF-SPL to RS-4 by Classification located at 9000 Texas Road. (companion item to items #5, #6, #8 & #9)**

Chairman Griffin called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

9. **Subdivision Variance #1-6-11; A request by Travis Brisendine, agent, for a subdivision variance from 1,000 feet to 1,300 feet maximum block length located at 9000 Texas Road. (companion item to items #5, #6, #7 & #8)**

Chairman Griffin called for the vote on the subdivision variance. The vote was 9 in favor and 0 opposed.

8. **A request by Travis Brisendine for development plan approval for a residential development located at 9000 Texas Road. (companion item to items #5, #6, #7 & #9)**

Chairman Griffin called for the vote on the development plan. The vote was 9 in favor and 0 opposed.

10. **Rezoning #19-6-11; A request by Kelly Underwood for a zone change from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family High Density (RS-4) by Classification located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #11, #12 & #22)**

11. **A request by Kelly Underwood for development plan approval for a residential development located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #10, #12 & #22)**

12. **Subdivision Variance #2-6-11; A request by Kelly Underwood for a subdivision variance from Article 27, Section 503-10 (c) located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #10, #11 & #22)**

22. **Variance #15-6-11; A request by Kelly Underwood for a variance from 20 feet to 13.5 feet front yard setback located at 5212, 5216 & 5220 Free Ferry. (companion item to items #10, #11 & #12)**

Mr. Wally Bailey gave an overall briefing on all of these requests but noted that they would need to be voted on separately.

Mr. Bailey stated that the purpose of these requests is to allow for the development of single family dwellings on lots smaller than required by the RSD-2 zoning districts. Mr. Bailey stated that on October 14, 2008, the Planning Commission approved the

preliminary plat of Free Ferry Park, Lots 1-7. Mr. Bailey noted that the plat created six lots with a 22' circular private drive. However, the owner did not submit a final plat for review by the Planning Commission and the plat's two-year effective period for the approval expired. Mr. Bailey also noted that on the same date, the Board of Zoning Adjustment approved a zoning variance to allow Lots 3 and 6 of the preliminary plat to be smaller than the required 10,500 square feet. Mr. Bailey stated that the owner now wishes to develop the property with a new layout with an RS-4 zoning district. Mr. Bailey also stated that the proposed six lots are larger than the 5,000 square feet minimum lot area required by the RS-4 zoning with lots ranging in size from 7,492 square feet to 12,022 square feet. Mr. Bailey noted that the UDO's requirement that private drives be constructed in accordance with standards for public streets was a primary factor in the owner requesting the RS-4 zone. With the RS-4's smaller side and rear setbacks and approval of the companion front yard setback and subdivision variance applications it would enable the developer to comply with the UDO's requirement regarding public streets.

Mr. Bailey stated that the subdivision variance is being requested in order to allow a T-shaped turnaround instead of a cul-de-sac. Mr. Bailey noted that the proposed T-shaped turnaround is 20' x 120' with a 28' turning radius and the required cul-de-sac is required to have a turnaround radius of not less than 50 feet at the property and not less than 40 feet at the curb line or edge of the pavement. Mr. Bailey noted that the applicant stated that there is an existing 36" water main and the required 50' street right-of-way (25' on both sides of the center of the street) render a cul-de-sac infeasible due to the fact that it would intrude further into the buildable area. Mr. Bailey stated that although the subdivision design and improvement standards require cul-de-sacs to provide adequate and safe turnaround for motorists and emergency vehicles, a T-shaped turnaround is permitted by the Arkansas State Fire Code and this proposed turnaround would meet the requirements of the Arkansas State Fire Code.

Mr. Scott Branton, 5311 South 28<sup>th</sup> Street, was present to speak on behalf of these requests.

Mr. Ronald Boitel, 5318 Free Ferry, and Mr. Mike Butler, 8806 Meandering Way, owner of property located on Fern Street, addressed the Commission relative to drainage concerns. Mr. Butler also asked whether this single family zoning would create a precedent. He owns property on Fern and wants to be able to develop as duplexes.

It was noted that the drainage concerns would be forwarded to the City of Fort Smith Engineering Department for their review. The Commissioners indicated they wanted a report from the Engineering Department and project engineer how the drainage issues would be solved when the plat was submitted.

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

- 10. Rezoning #19-6-11; A request by Kelly Underwood for a zone change from Residential Single Family Duplex Low/Medium Density (RSD-2) to Residential Single Family High Density (RS-4) by Classification located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #11, #12 & #22)**

Chairman Griffin called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

- 11. A request by Kelly Underwood for development plan approval for a residential development located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #10, #12 & #22)**

Chairman Griffin called for the vote on the development plan. The vote was 9 in favor and 0 opposed.

- 12. Subdivision Variance #2-6-11; A request by Kelly Underwood for a subdivision variance from Article 27 Section 503-10 (c) located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #10, #11 & #22)**

Chairman Griffin called for the vote on the subdivision variance. The vote was 9 in favor and 0 opposed.

**RECESS PLANNING COMMISSION  
CONVENE BOARD OF ZONING ADJUSTMENT**

- 22. Variance #15-6-11; A request by Kelly Underwood for a variance from 20 feet to 13.5 feet front yard setback located at 5212, 5216 & 5220 Free Ferry. (companion item to items #10, #11 & #12)**

Chairman Griffin called for the vote on the variance request. The vote was 9 in favor and 0 opposed.

**RECESS BOARD OF ZONING ADJUSTMENT  
RECONVENE PLANNING COMMISSION**

- 13. Rezoning #20-6-11; A request by Randy Coleman, agent, for a zone change from Unzoned to Industrial Moderate (I-2) by Classification located at 11802 Roberts Boulevard. (companion item to item #14)**

- 14. Conditional Use #18-6-11; A request by Randy Coleman, agent, for a conditional use for a petroleum distribution facility located at 11802 Roberts Boulevard. (companion item to items #13)**

Mr. Wally Bailey read the staff reports indicating that the purpose of these requests is to allow the property to be utilized as a petroleum distribution facility. Mr. Bailey stated

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. 20-6-11 to rezone certain properties hereinafter described, and, having considered said request, recommended on June 14, 2011, that said change be made;

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

**SECTION 1:** That the following properties to-wit:

Part of the Southeast Quarter of the Northwest Quarter, and part of the Southwest Quarter of the Northeast Quarter of Section 9, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Northeast Corner of said Southeast Quarter of the Northwest Quarter; thence along the east line of said Southeast Quarter of the Northwest Quarter, S 02°42'W, 536.1 feet to the Point of Beginning; thence leaving said east line, S70°45'W, 55.0 feet; thence S 18°56'E, 239.3 feet; thence S 53°16'E, 491.8 feet; thence N 40°40' E, 879.9 feet; thence N 46°06'W, 230.6 feet to the Point of Beginning. Containing 10.0 acres, more or less.

more commonly known as 11802 Roberts Boulevard, should be, and is hereby rezoned from Unzoned to Industrial Moderate (I-2) by Classification.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to Form:

*JEC*  
\_\_\_\_\_  
City Attorney  
*Publish 1 time*



June 29, 2011

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

Re: Rezoning #20-6-11; A request by Randy Coleman, agent, for a zone change from Unzoned to Industrial Moderate (I-2) by Classification located at 11802 Roberts Boulevard.

On June 14, 2011, the City Planning Commission held a public hearing to consider the above rezoning request.

Mr. Wally Bailey read the staff reports indicating that the purpose of these requests is to allow the property to be utilized as a petroleum distribution facility. Mr. Bailey stated that the Fort Chaffee Redevelopment Authority has authorized the sale of this property and is supportive of the proposed rezoning request.

A companion conditional use application was also required for the proposed business. The Planning Commission voted 9 in favor and 0 opposed contingent on the Board of Director's approval of the rezoning application.

Mr. Randy Coleman, Mickle-Wagner-Coleman, was present to speak on behalf of these requests.

No one was present to speak in opposition to the requests.

Chairman Griffin then called for the vote on the rezoning request. The vote was 9 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

637 Garrison Avenue  
P.O. Box 1997  
Fort Smith, Arkansas 72901  
(479) 785-4301  
Administrative Offices FAX: (479) 785-2436

# Memo

To: City Planning Commission  
From: Planning Staff  
Date: June 1, 2011  
Subject: Rezoning #20-6-11; A request by Randy Coleman, agent, for Planning Commission consideration of a zone change from Unzoned to Industrial Moderate (I-2) by classification at 11802 Roberts Boulevard (companion item to item #14)

## LOT LOCATION AND SIZE

The subject property is located on the south side of Roberts Boulevard. As a point of reference this location is just to the northwest of Roberts Boulevard's intersection with Taylor Avenue. The area proposed for the rezoning request is 10 acres.

## EXISTING ZONING

The property is currently unzoned.

## REQUESTED ZONING

The proposed zoning is Industrial Moderate (I-2). Characteristics of this district are as follows:

### Purpose:

To provide for industrial land uses which can be operated in a clean and quiet manner that shall not be obnoxious to adjacent land uses, and shall have relatively limited environmental impacts.

### Permitted Uses:

Auto body shop, oil & gas equipment (sales & service), truck & tractor sales & service, oil & gas field equipment, food distribution center, textiles manufacturing.

### Conditional Uses:

Foundry or metal works facility, petroleum distribution facility, electric power plant, mining manufacturing, grain storage & processing.

manufacturing, grain storage & processing.

**Area Regulations:**

Minimum Lot Area – 20,000 square feet  
Front Yard Setback - 50 feet  
Side Yard Setback - 25 feet  
Side Yard on Street Side of Corner Lot - 50 feet  
Rear Yard Setback - 20 feet  
Side/Rear Adjacent to SF Res.District/Development-100 feet  
Separation of Buildings – Current City building & fire codes  
Maximum Height – 40 feet

**SURROUNDING ZONING AND LAND USE**

The area to the south is unzoned and is vacant/undeveloped. The area to the north is unzoned and includes vacant warehouses. The area to the east is unzoned and is developed as the State Game & Fish Offices. The area to the west is unzoned and is vacant/undeveloped.

**PROPOSED REZONING**

The proposed zoning will allow for the property to be utilized as a petroleum distribution facility.

**LAND USE PLAN COMPLIANCE**

*The Chaffee Crossing Redevelopment Plan-Future Land Use Plan* classifies this site as Park/Open Space & Mixed Use: Business Park.

**MASTER STREET PLAN CLASSIFICATION**

The Fort Smith Master Street Plan classifies Roberts Boulevard as a Boulevard.

**STAFF COMMENTS AND RECOMMENDATIONS**

The Fort Chaffee Redevelopment Authority has authorized the sale of this property and is supportive of the proposed rezoning request.

**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

2. Address of property: 11802 Roberts Blvd.

3. The above described property is now zoned: Unzoned

4. Application is hereby made to change the zoning classification of the above described property to I-2 by Classification  
(Extension or classification)

5. Why is the zoning change requested?

For development of property

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

Signed:

Mickle Wagner Coleman, Inc.  
Owner or Agent Name  
(please print)

\_\_\_\_\_  
Owner

P.O. Box 1507, Fort Smith, AR. 72902  
Owner or Agent Mailing Address

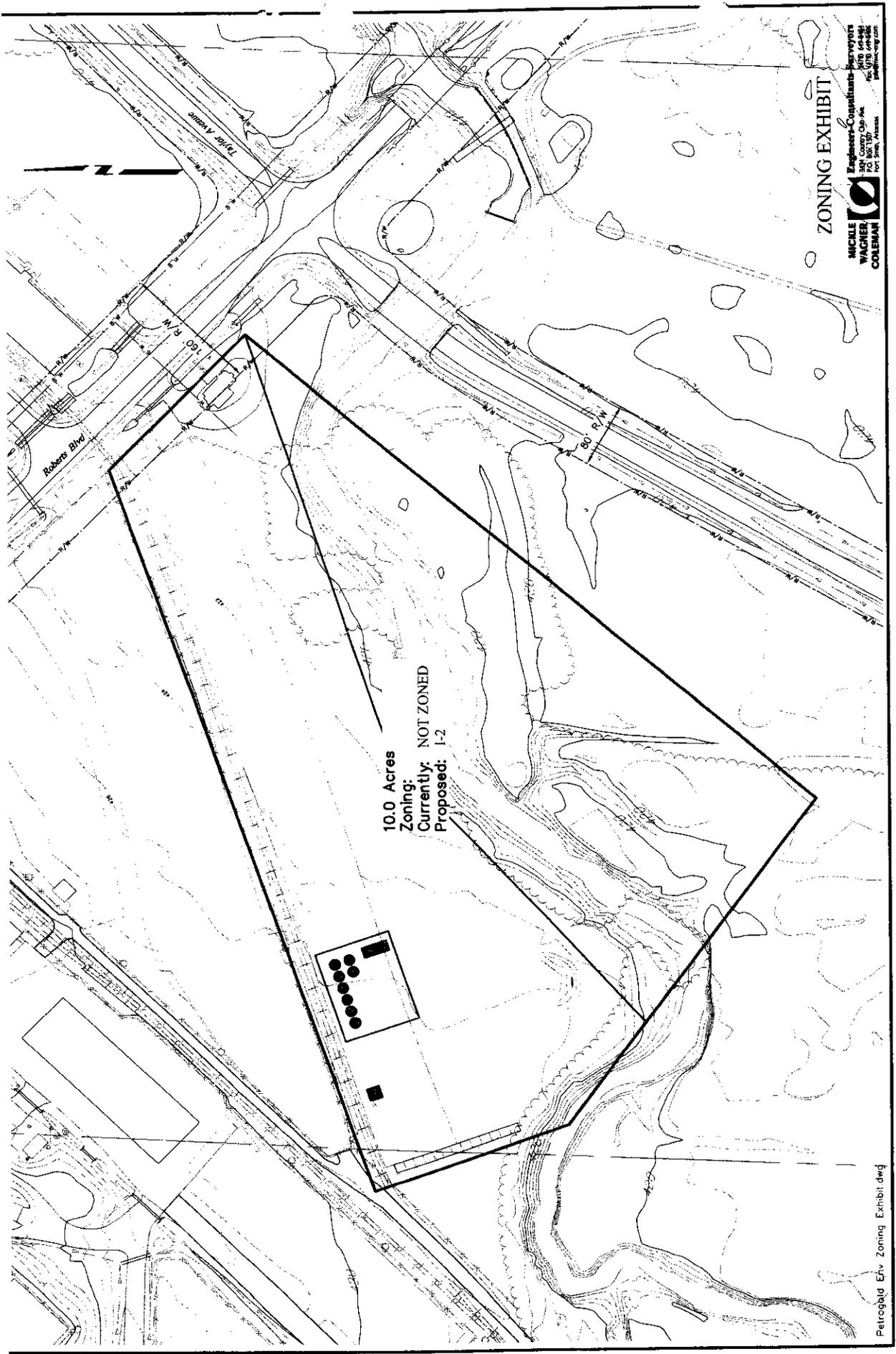
or  
Randall Coleman  
Agent  
Mickle Wagner Coleman Inc

479-649-8484  
Owner or Agent Phone Number

5/19/2011

Part of the Southeast Quarter of the Northwest Quarter, and part of the Southwest Quarter of the Northeast Quarter of Section 9, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Northeast Corner of said Southeast Quarter of the Northwest Quarter; Thence along the east line of said Southeast Quarter of the Northwest Quarter, S02°42'W, 536.1 feet to the Point of Beginning; Thence leaving said east line, S70°45'W, 55.0 feet; Thence S18°56'E, 239.3 feet; Thence S53°16'E, 491.8 feet; Thence N40°40'E, 879.9 feet; Thence N46°06'W, 230.6 feet to the Point of Beginning. Containing 10.0 acres, more or less.



ZONING EXHIBIT

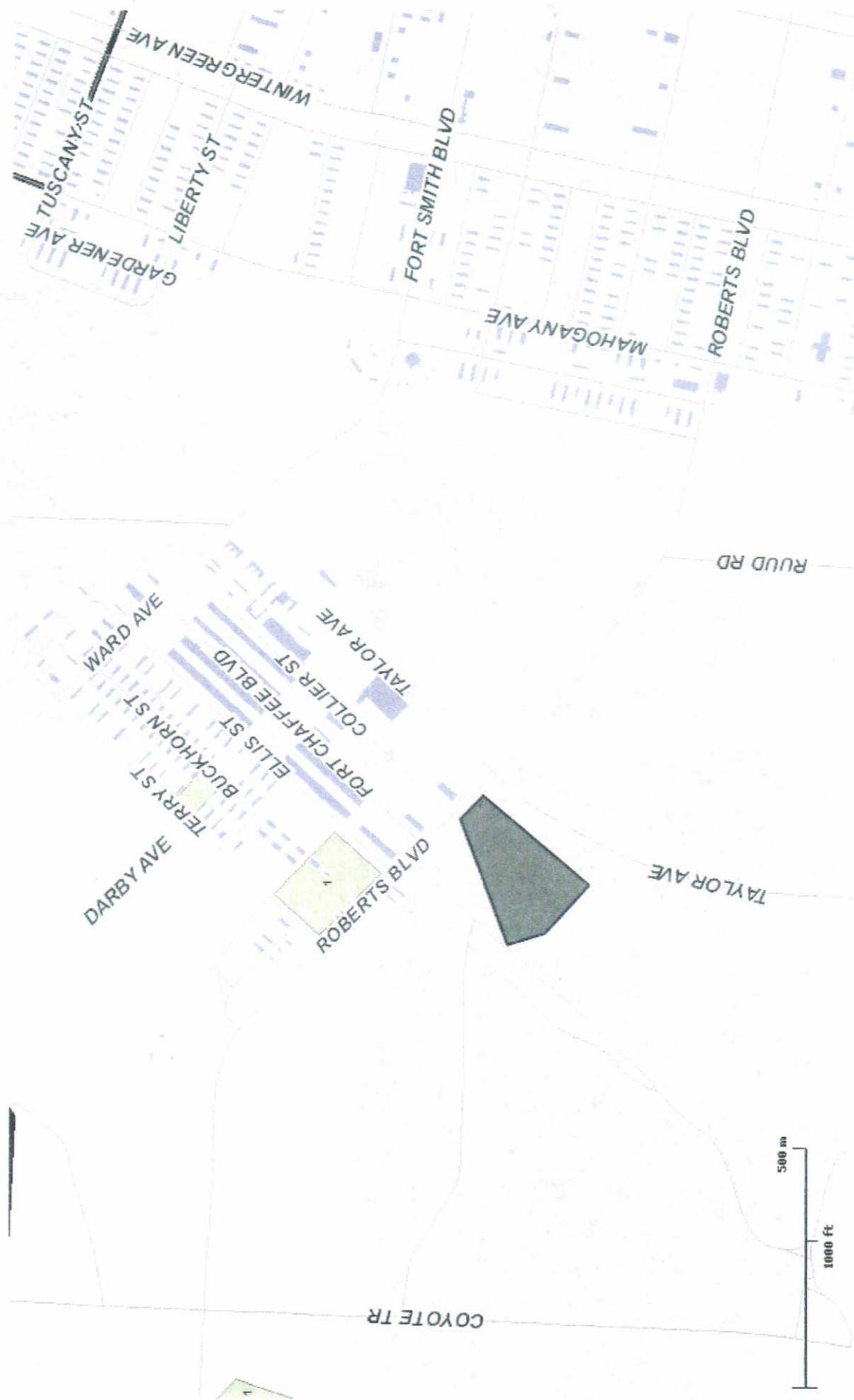
**NICHOLE WAGNER COLEMAN**  
 Engineers-Consultants-Surveyors  
 1000 S. 10th St., Suite 100  
 Fort Worth, Texas 76104  
 817.335.4444  
 nichole@wcg.com

10.0 Acres  
 Zoning: NOT ZONED  
 Proposed: I-2

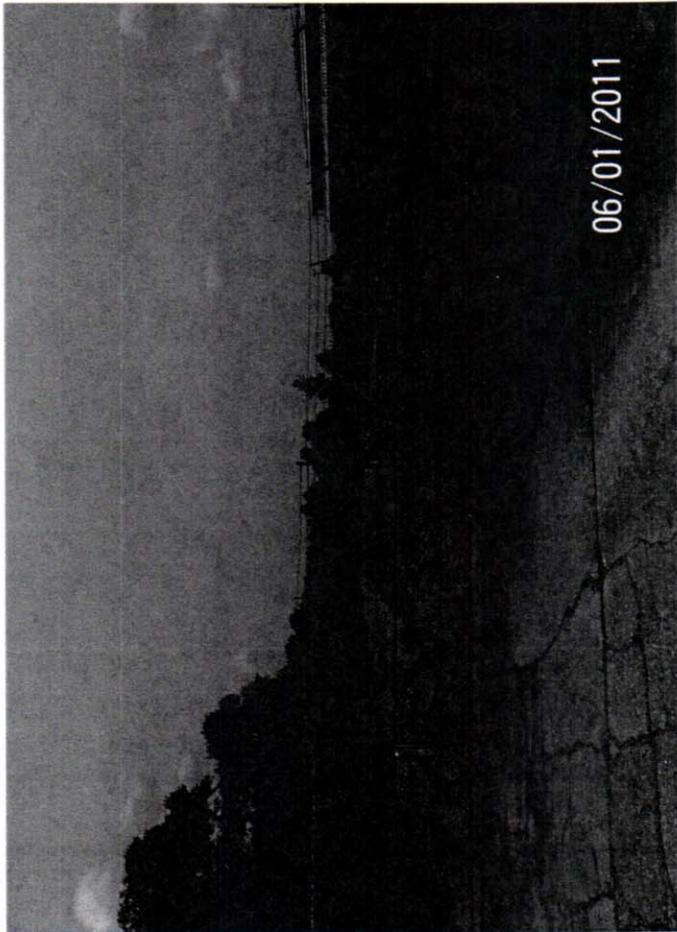
Petroquad Env Zoning Exhibit.dwg

# Rezoning #20-6-11: From Not Zoned to Industrial Moderate (I-2)

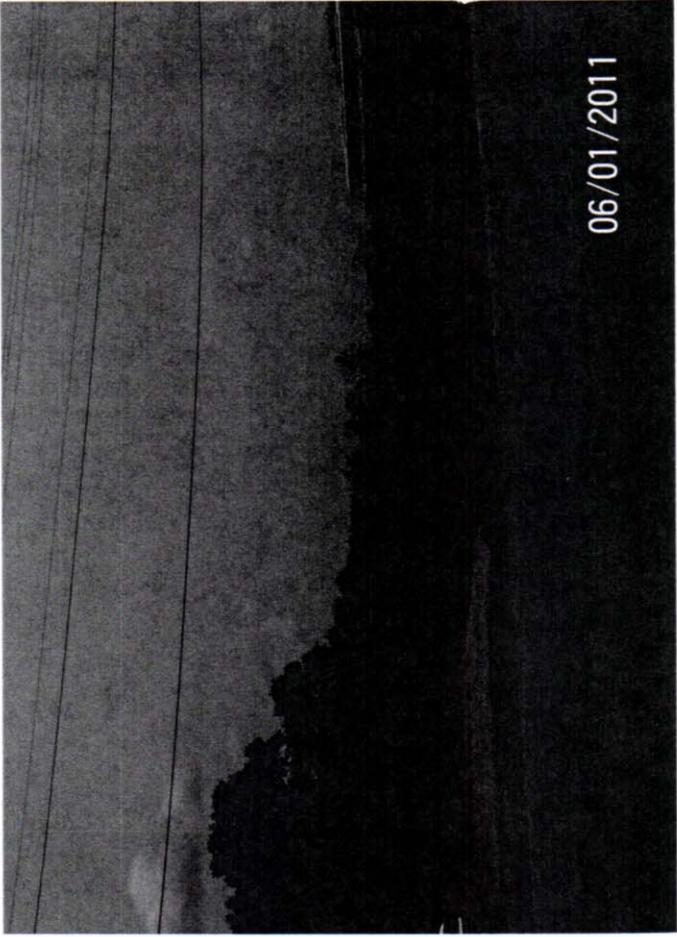
11802 Roberts Boulevard



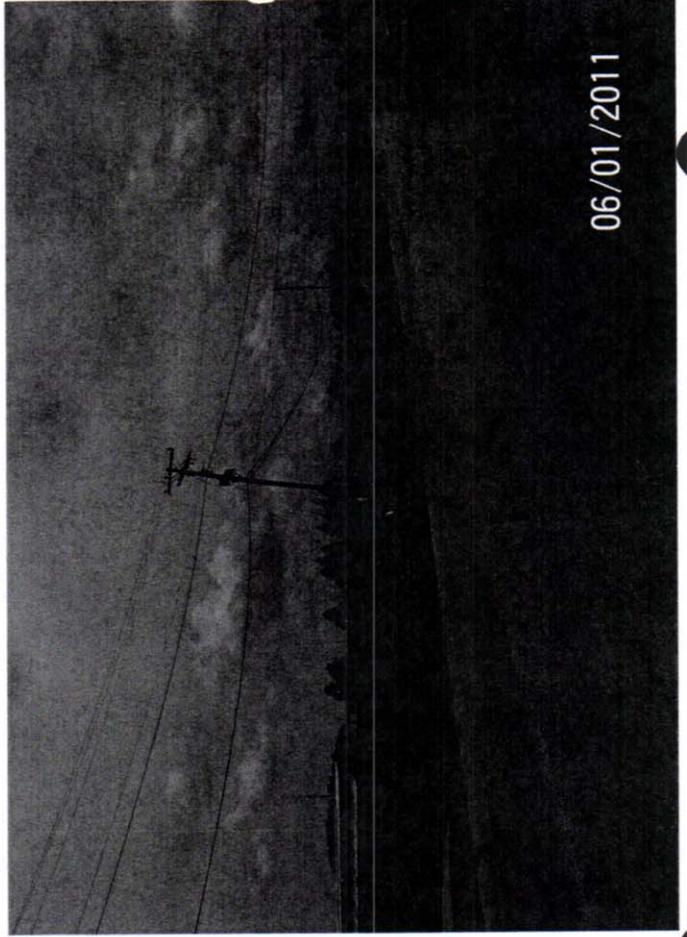
130



06/01/2011



06/01/2011



06/01/2011

13F

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**Planning Commission Meeting Minutes  
June 14, 2011**

Chairman Griffin called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

- 11. A request by Kelly Underwood for development plan approval for a residential development located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #10, #12 & #22)**

Chairman Griffin called for the vote on the development plan. The vote was 9 in favor and 0 opposed.

- 12. Subdivision Variance #2-6-11; A request by Kelly Underwood for a subdivision variance from Article 27 Section 503-10 (c) located at 5200, 5204, 5208, 5212, 5216 & 5220 Free Ferry Road. (companion item to items #10, #11 & #22)**

Chairman Griffin called for the vote on the subdivision variance. The vote was 9 in favor and 0 opposed.

**RECESS PLANNING COMMISSION  
CONVENE BOARD OF ZONING ADJUSTMENT**

- 22. Variance #15-6-11; A request by Kelly Underwood for a variance from 20 feet to 13.5 feet front yard setback located at 5212, 5216 & 5220 Free Ferry. (companion item to items #10, #11 & #12)**

Chairman Griffin called for the vote on the variance request. The vote was 9 in favor and 0 opposed.

**RECESS BOARD OF ZONING ADJUSTMENT  
RECONVENE PLANNING COMMISSION**

- 13. Rezoning #20-6-11; A request by Randy Coleman, agent, for a zone change from Unzoned to Industrial Moderate (I-2) by Classification located at 11802 Roberts Boulevard. (companion item to item #14)**
- 14. Conditional Use #18-6-11; A request by Randy Coleman, agent, for a conditional use for a petroleum distribution facility located at 11802 Roberts Boulevard. (companion item to items #13)**

Mr. Wally Bailey read the staff reports indicating that the purpose of these requests is to allow the property to be utilized as a petroleum distribution facility. Mr. Bailey stated that the Fort Chaffee Redevelopment Authority has authorized the sale of this property and is supportive of the proposed rezoning request.

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Mr. Randy Coleman, Mickle-Wagner-Coleman, was present to speak on behalf of these requests.

No one was present to speak in opposition to the requests.

Chairman Griffin then called for a vote on these items separately.

**13. Rezoning #20-6-11; A request by Randy Coleman, agent, for a zone change from Unzoned to Industrial Moderate (I-2) by Classification located at 11802 Roberts Boulevard. (companion item to item #14)**

Chairman Griffin called for the vote on the rezoning request. The vote was 9 in favor and 0 opposed.

**14. Conditional Use #18-6-11; A request by Randy Coleman, agent, for a conditional use for a petroleum distribution facility located at 11802 Roberts Boulevard. (companion item to item #13)**

Chairman Griffin called for the vote on the conditional use request. Motion was made by Commissioner Maurras, seconded by Commissioner Howard, and carried unanimously to amend this request to make approval subject to the following:

- Approval of the rezoning application by the City Board of Directors.
- Provide landscaping plan detailing the planting materials for the perimeter landscape buffer along Roberts Boulevard.
- Any new signs will require separate permits.
- A building permit application shall be reviewed and approved by all required city departments. Documentation will include a detailed site plan with Material Safety Data Sheets (MSDS) for fire department review. The approval of this conditional use does not relieve the applicant of complying with applicable development codes, ordinances and standards.
- Right-of-way dedication for Roberts Boulevard is required.
- Development restrictions will apply due to a major portion of the property being within a regulatory floodway/floodplain.
- Traffic Impact Analysis and access management in accordance with the UDO will be reviewed during building permit review.

Chairman Griffin then called for the vote on the conditional use request as amended. The vote was 9 in favor and 0 opposed.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 11 OF THE FORT SMITH MUNICIPAL CODE REGARDING PROCEDURE FOR FILL AND GRADING**

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**BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT ARTICLE IV OF CHAPTER 11 OF THE FORT SMITH MUNICIPAL CODE IS AMENDED TO READ AS FOLLOWS:**

**SECTION 1:** Section 11-82 is amended to add the following definitions:

*ADEQ.* The Arkansas Department of Environmental Quality.

*NPDES.* National Pollutant Discharge Elimination System.

**SECTION 2:** The last two sentences of Section 11-83 (f) are amended to read as follows:

In the absence of submitted documentation or after review of same, the city may proceed with enforcement pursuant to section 11-90(f) of this article. Additionally, a stop work order may be issued pursuant to section 11-90(e).

**SECTION 3:** Section 11-84 (c) is amended to add the following subsection:

(8) City, Sebastian County, State of Arkansas, or federal construction projects.

**SECTION 4:** Section 11-85 is amended to read as follows:

(a) *Structural Controls.*

(1) Structural controls shall be installed and maintained to reduce sediment from stormwater runoff. Structural controls shall include, but not be limited to, silt fences, earthen dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection, rock outlet protection, sediment traps, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

(2) Structural controls must be installed after the clearing necessary for the installation of the controls, but before the clearing for the remaining portions of the site.

(3) Techniques that divert upland runoff past disturbed slopes shall be employed.

**(b) Stabilization.**

(1) Soil stabilization shall be completed within two (2) weeks of clearing or inactivity in construction. Stabilization methods such as mulching, temporary seeding, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of natural vegetation shall be used. The potential for soil loss shall be minimized by retaining natural vegetation wherever practicable. If seeding or other vegetative erosion control method is used, the vegetation shall become established within three (3) weeks of application or the city may require that the site be reseeded and/or mulched to stabilize the site.

(2) Material deposits must be graded at two-week, minimum, intervals.

(3) The entire disturbed area must be stabilized when site grading is complete. The city may require stabilization of any part of the site that will remain inactive for longer than two (2) weeks or when an erosion problem is identified.

**(c) Waterway and watercourse protection requirements.**

(1) A temporary stream crossing will be required if a wet watercourse will be crossed regularly during construction.

(2) The watercourse channel must be stabilized after any in-channel work.

(3) Stabilization adequate to prevent erosion shall be located at the outlets of all pipes and paved channels.

**(d) Construction site access requirements.** A temporary access road shall be provided at all sites. Other measures may be required by the city to ensure that sediment is not washed into storm drains and construction vehicles do not track sediment onto public streets.

**(e) Dust abatement.** Dust abatement measures shall be provided as often as necessary to prevent the operations from producing dust in amounts damaging to property, cultivated vegetation, domestic animals, or causing a nuisance to persons living or occupying buildings in the vicinity of the work area.

**(f) Other controls.**

(1) Measures shall be utilized to prevent the discharge of solid materials, including building materials, to waters of the state. Measures shall ensure and demonstrate compliance with state and city waste disposal, temporary and permanent sanitary sewer or septic system regulations.

(2) If concrete washout will occur on-site, measures shall be provided which prevent the discharge of concrete washout waters to waters of the state.

(3) Measures shall be provided to prevent discharges from fuel storage areas, hazardous waste storage and truck wash areas to waters of the state.

**SECTION 5:** Section 11-87 is amended to add the following subsections and the following sentence:

(11) *Temporary access road.* Location of temporary access road.

(12) *Concrete washout.* Location of areas used for concrete washout.

In addition, the site plan shall meet the requirements for a site map as established by the latest version of the ADEQ NPDES General Stormwater Permit for Construction Activities.

**SECTION 6:** Section 11-88 is amended to read as follows:

The applicant shall prepare and submit an erosion and sediment control plan that shall include:

(1) Sequence of clearing and grading anticipated for construction of the development site. Sequencing shall include the anticipated dates for the start of construction, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.

(2) Erosion and sediment control measures necessary to meet the objectives of this article that will remain installed and functioning throughout all phases of construction and after completion of development of the site until soil stabilization with permanent vegetation.

(3) Proposed seeding mixtures, types of sod, method of seedbed preparation, expected seeding dates, kind and quantity of mulching for both temporary erosion control and permanent vegetative stabilization.

(4) Provisions for maintenance of control facilities until the site soils are stabilized with permanent vegetation.

(5) Submission of a copy of notice of intent or automatic coverage posting as required by ADEQ.

(6) A description of post-construction storm water management measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Post-construction storm water management measures shall comply with the requirements of the City of Fort Smith Drainage Standards.

In addition, the erosion and sediment control plan shall meet the requirements for a stormwater pollution prevention plan as established by the latest version of the ADEQ NPDES General Stormwater Permit for Construction Activities.

**SECTION 7:** Section 11-90 is amended to read as follows:

(a) *Requirements.* Each application for a grading permit shall include a grading plan and a erosion and sediment control plan.

(b) *Review fee.* There shall be a one hundred dollar (\$100.00) fee assessed and collected prior to review of any grading plan and erosion and sediment control plan.

(c) *Time Limit.* An initial grading permit shall be valid for a maximum of six (6) months. All grading permits shall be subject to review and re-approval and all re-approvals shall be subject to any reasonable additional requirements as may be deemed necessary by the City Engineer. If a grading permit is re-approved with no major revisions, an additional review fee will not be required.

(d) *Inspection.*

(1) The city engineer or his/her designated agent shall make inspections as hereinafter required and shall either approve that portion of the work completed or shall notify the permittee wherein the work fails to comply with the approved stormwater pollution prevention plan. Approved plans for grading, stripping, excavating, and filling work shall be maintained at the site during the progress of the work. In order to obtain inspections, the permittee shall notify the city engineer or his/her designated agent at least two (2) working days before the start

of construction. At least one inspection per month will be conducted until the project is completed. The permittee shall notify the city engineer or his/her designated agent at least two (2) working days before final stabilization occurs.

(2) The permittee or his/her agent shall make regular inspections of all control measures in accordance with the inspection schedule outlined on the approved storm water pollution prevention plan(s). The purpose of such inspections will be to determine the overall effectiveness of the control plan, and the need for additional control measures. All inspections shall be documented in written form.

(3) The city engineer or his/her designated agent shall enter the property of the applicant as deemed necessary by the city engineer or his/her designated agent to make regular inspections to ensure the validity of the reports filed under Section (2) above.

(e) *Stop-work order; revocation of permit.* In the event that any person conducting grading in the city limits fails to meet the minimum grading standards of this article, or fails to comply with any other applicable ordinance of the city, the city may suspend the grading operation or revoke the grading permit.

(f) *Violation and penalties.*

(1) Any person judicially determined to be in violation of the provisions of this article shall be deemed guilty of a misdemeanor and shall be subject to the penalties set forth in section 1-9 of the City of Fort Smith Municipal Code of Ordinances.

(2) In addition, the board of directors may, in lieu of or in addition to penalties provided in this section, cause to be initiated an action in the circuit court for the Fort Smith District of Sebastian County, Arkansas, for the purpose of restraining or abating any violation of this article.

**SECTION 8: EMERGENCY CLAUSE:** It is hereby found and determined that an emergency exists by reason of the need for amended and additional regulations of fill and grading within the City of Fort Smith, and that the immediate effectiveness of these amendments to the Fort Smith Procedure for Fill and Grading Ordinance is necessary because of said emergency. Therefore, for the protection of the health, safety and welfare of the inhabitants of the City, this Ordinance shall be effective, and same is hereby made effective, as of the date of approval of this Ordinance.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF JULY, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved - to form  
City Council  
Asst. City Attorney  
BUSH 1 Time

## MEMORANDUM

**To:** Ray Gosack, City Administrator  
**From:** Stan Snodgrass, P.E., Director of Engineering *SS*  
**Subject:** Amendments to the Fill & Grading Ordinance  
**Date:** June 27, 2011

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The Arkansas Department of Environmental Quality (ADEQ) Municipal Separate Storm Sewer System Permit requires that the city's fill & grading ordinance be updated to be at least as stringent as the statewide General Stormwater Permit for Construction Activities by August 1, 2011. Failure to do so constitutes a violation of the Clean Water Act and is grounds for enforcement action and possible permit termination.

The proposed amendments to the fill and grading ordinance are those necessary to meet the ADEQ requirements. The changes include requiring site plans to meet ADEQ criteria for site maps; requiring erosion and sediment control plans to meet ADEQ criteria for stormwater pollution prevention plans; requiring construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste; a requirement to describe any post-construction stormwater management measures; and a section describing inspection procedures. Included with this memorandum is an outline of the proposed changes to the fill and grading ordinance. The outline identifies the proposed changes as "~~strike-outs~~" where text has been removed or bolded "**additions**" where new text has been added.

Attached is an ordinance that amends the fill and grading ordinance to comply with the requirements of the statewide General Stormwater Permit for Construction Activities. I recommend that the ordinance be adopted by the Board at the next regular meeting.

Enclosure

G:\SSnodgrass\My Documents\Fill Ordinance\Memo-Fill & Grading-062711.wpd

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

## ARTICLE IV. PROCEDURE FOR FILL AND GRADING

### Sec. 11-81. Intent; introduction; purpose.

It is the intent of the city to safeguard the health, welfare and safety of the citizens of the city by implementing standards and procedures for the physical alteration of land. The provisions of this article are supplemental to and are not intended to supersede any federal or state regulations.

The purpose of the regulations contained in this article are to control grading, filling, and cutting (or similar activities) which alone or in combination may cause landslides, flooding, degradation of water quality, erosion, sedimentation and potential damage to utility lines. This article is also intended to protect the existing scenic character and quality of the city and its neighborhoods.

(Ord. No. 27-06, § 1, 3-21-06)

### Sec. 11-82. Definitions.

**ADEQ. The Arkansas Department of Environmental Quality.**

*Clearing.* Any activity that removes the vegetative surface.

*Cut.* See excavation.

*Erosion control.* Any measure that prevents erosion.

*Erosion and sediment control plan.* A set of plans indicating the specific measures and sequencing to be used to control sediment and erosion on a development site during and after construction.

*Excavation.* The mechanical removal of earth material from water or land.

*Fill.* The deposit of earth material placed by artificial means.

*Grade.* The percentage of rise or fall per one hundred (100) feet.

*Grading.* Any stripping, cutting, filling or stockpiling of earth or land.

*Grading permit.* A permit issued by the city for the construction or alteration of ground improvements and structures for the control of erosion, runoff and grading.

*Grading plan.* A plan indicating the specific measures and phasing to be used to grade a development site during construction.

**NPDES. National Pollutant Discharge Elimination System.**

*Phasing.* Clearing a parcel of land in distinct phases, with the stabilization of each phase completed before the clearing of the next.

*Sediment control.* Measures that prevent eroded sediment from leaving the site.

*Site.* A parcel or lot of land or contiguous combination thereof, where grading is performed or permitted.

*Stabilization.* The use of practices that prevent exposed soil from eroding.

*Utility line.* Any public or franchised utility line, including water, sewer, gas, telephone, electric, fiber optic, cable TV or storm water.

*Watercourse.* Any body of water, including, but not limited to lakes, ponds, rivers, streams, and bodies of water delineated by the city.

*Waterway.* A channel that directs surface runoff to a watercourse or to the stormwater system.

(Ord. No. 27-06, § 1, 3-21-06)

Sec. 11-83. General requirements.

- (a) *Protection.* Persons engaged in grading shall not unreasonably damage public or private properties by such grading.
- (b) *Site conditions.* Grading shall conform insofar as practicable to the natural contours of the land, natural drainage ways, and other existing site conditions.
- (c) *Adjacent properties.* All grading shall be performed and maintained so that adjacent properties are not unreasonably burdened with surface waters as a result of such grading. Grading shall not unreasonably impede water runoff from higher properties nor unreasonably channel water onto lower properties.
- (d) *Restoration.* Land shall be revegetated and restored as close as practicable to its original condition following grading.
- (e) *Underground utilities.* Grading permit requirements shall also include identified easements for underground utilities and underground utilities identified by Arkansas One Call System prior to any grading. (Arkansas One Call System shall be contacted prior to any filling or excavating.)
- (f) *Enforcement of general requirements.* The general requirements of this section are applicable to all grading whether or not a permit is required by this article. At any time the city administrator, or his/her designated agents, become aware of a potential violation of these general requirements, a notice to that effect shall be issued to the

persons engaged in the grading. The notice shall specify the alleged violation and shall require the persons engaged in the grading to provide engineering documentation certifying the reasonableness of the grading with reference to the general requirements of this section. In the absence of submitted documentation or after review of same, the city may proceed with enforcement pursuant to section 11-90(e) (f) of this article. Additionally, a stop work order may be issued pursuant to section 11-90(d) (e).

- (g) *Other requirements.* Other reasonable measures may be required if deemed necessary by the city engineer including but not limited to fencing.

(Ord. No. 27-06, § 1, 3-21-06)

Sec. 11-84. Grading permits required/exceptions.

- (a) *Minimum standards.* Although not subject to the permit requirements of this article, all grading on areas less than one (1) acre in size are required to meet the minimum standards set forth in sections 11-83 and 11-85, and subsections 11-86(c), (e), (f), (g) and (h) of this article, and shall be subject to the enforcement procedures of subsection 11-83(f) and subsection 11-90(d) and (e).
- (b) *Grading permit required.* No person shall conduct any grading that would alter an area one (1) acre or more in size, or which would occur over or within fifteen (15) feet of an existing utility line, without first obtaining a grading permit from the city.
  - (1) Each application for a grading permit shall bear the name and address of the owner and/or developer of the site, and the name and contact information of the applicant's authorized representative.
  - (2) Each application for a grading permit shall include a grading plan and an erosion and sediment control plan.
- (c) *Exceptions.* No permit shall be required for the following activities:
  - (1) Excavations below finished grade, including basements, footings, swimming pools, hot tubs, septic systems, retaining walls, and like structures authorized by a valid building permit.
  - (2) Cemetery graves.
  - (3) Refuse disposal, if controlled by other federal, state, or local regulations.
  - (4) Construction of one (1) single-family or duplex residence.
  - (5) Building additions less than two thousand (2,000) square feet authorized by a valid building permit.

- (6) Emergency work or repairs immediately necessary to protect life, property or natural resources.
- (7) Nursery and agricultural operations.
- (8) **City, Sebastian County, State of Arkansas, or federal construction projects.**

*(d) One time approvals.*

- (1) Utilities. Public and private utility organizations may obtain a one-time approval for all routine underground electric, water, sewer, natural gas, telephone, or cable facilities. The approval will include a utility organization and its contractors, agents, or assigns and will be permanent in nature as long as the original approval procedures are followed.

(Ord. No. 27-06, § 1, 3-21-06)

Sec. 11-85. Minimum erosion control measures.

~~(a) *Natural vegetation.* The potential for soil loss shall be minimized by retaining natural vegetation wherever practicable.~~

**(a) *Structural Controls.***

**(1) Structural controls shall be installed and maintained to reduce sediment from stormwater runoff. Structural controls shall include, but not be limited to, silt fences, earthen dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection, rock outlet protection, sediment traps, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.**

**(2) Structural controls must be installed after the clearing necessary for the installation of the controls, but before the clearing for the remaining portions of the site.**

**(3) Techniques that divert upland runoff past disturbed slopes shall be employed.**

~~(b) *Stabilization.* Erosion control devices must be in place prior to start of grading.~~

- (1) Soil stabilization shall be completed within ~~one (1) week~~ **two (2) weeks** of clearing or inactivity in construction. Stabilization methods such as ~~baled straw, filter fabric, ditch checks, diversion ditches, sediment basins, silt fencing, matting, mulches, grasses and groundcover mulching,~~ **temporary**

**seeding, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of natural vegetation shall be used. The potential for soil loss shall be minimized by retaining natural vegetation wherever practicable.** If seeding or other vegetative erosion control method is used, the vegetation shall become established within three (3) weeks of application or the city may require that the site be reseeded and/or mulched to stabilize the site.

- (2) Material deposits must be graded at two-week, minimum, intervals.
- (3) The entire disturbed area must be stabilized ~~by seeding and mulching~~ when site grading is complete. The city may require stabilization of any part of the site that will remain inactive for longer than two (2) weeks or when an erosion problem is identified.
- ~~(4) Techniques that divert upland runoff past disturbed slopes shall be employed.~~

(c) *Waterway and watercourse protection requirements.*

- (1) A temporary stream crossing will be required if a wet watercourse will be crossed regularly during construction.
- (2) The watercourse channel must be stabilized after any in-channel work.
- (3) Stabilization adequate to prevent erosion shall be located at the outlets of all pipes and paved channels.

(d) *Construction site access requirements.* A temporary access road shall be provided at all sites. Other measures may be required by the city to ensure that sediment is not washed into storm drains and construction vehicles do not track sediment onto public streets.

~~(e) *Sediment control requirements.*~~

- ~~(1) Settling basins, sediment traps, and perimeter controls shall be installed and maintained to reduce sediment from water runoff.~~
- ~~(2) Protection of adjacent properties shall be provided by the use of a vegetated buffer strip, unless building up to the property line or other methods are employed, in combination with perimeter controls.~~

(f) (e) *Dust abatement.* Dust abatement measures shall be provided as often as necessary to prevent the operations from producing dust in amounts damaging to property, cultivated vegetation, domestic animals, or causing a nuisance to persons living or occupying buildings in the vicinity of the work area.

**(f) Other controls.**

**(1) Measures shall be utilized to prevent the discharge of solid materials, including building materials, to waters of the state. Measures shall ensure and demonstrate compliance with state and city waste disposal, temporary and permanent sanitary sewer or septic system regulations.**

**(2) If concrete washout will occur on-site, measures shall be provided which prevent the discharge of concrete washout waters to waters of the state.**

**(3) Measures shall be provided to prevent discharges from fuel storage areas, hazardous waste storage and truck wash areas to waters of the state.**

(Ord. No. 27-06, § 1, 3-21-06)

**Sec. 11-86. Land alteration requirements.**

- (a) *Grading plan evaluation.* Grading plans shall be evaluated by the city engineer for conformance with minimal erosion control requirements. The plans must identify any current regulatory floodplain and/or floodway impacted by the grading; a floodplain development permit shall also be submitted, if required.
- (b) *Requirements varied.* The requirements of this article may be varied by the city engineer upon written application by the person engaged in grading. Variances may be granted upon determination that the literal application of the provisions of this article would result in an unreasonable hardship. The denial of a variance is subject to review by the city administrator. The review by the city administrator shall be conducted on the written record and the applicant shall have the right to submit written support materials. The decision by the city administrator shall constitute the final administrative action of the city.
- (c) *Clearing and grading.* Clearing and grading of natural resources, such as wetlands, shall not be permitted, except when in compliance with this article and with applicable state and federal laws. Clearing, except that necessary to establish sediment control devices, shall not begin until all sediment control measures have been installed.
- (d) *Phasing.* Phasing shall be required on all sites disturbing greater than thirty (30) acres, unless a phasing plan is submitted to and approved by the city engineer.
- (e) *Site drainage.* Site shall be graded to provide the following drainage requirements:

  - (1) The site must drain away from all buildings and toward the city's street or drainage way.

- (2) The site shall be graded to provide a minimum of six (6) inches of fall in ten (10) feet away from building foundations.
  - (3) Grading of the fill material to create positive drainage is required. Standing water is prohibited.
  - (4) Drainage shall be directed away from adjacent lots to the maximum extent possible.
- (f) *Cut or fill slopes.* Cut or fill slopes shall have a finish grade no steeper than fifty (50) percent (two (2) feet horizontal to one (1) foot vertical).
- (g) *Maximum vertical cut or fill height.* Cuts/fills shall be limited to ten (10) feet in vertical height unless approved the city engineer.
- (h) *Fill material.* All imported fill shall be free of materials greater than twelve (12) inches in diameter and any detrimental organic material or refuse debris unless approved by the city engineer. Acceptable fill material includes the following:
- (1) Rocks, concrete, brick and asphalt less than twelve (12) inches in diameter.
  - (2) Sand.
  - (3) Gravel.
  - (4) Aggregates.
  - (5) Clay/shale.
  - (6) Soil.

(Ord. No. 27-06, § 1, 3-21-06)

Sec. 11-87. Grading plan specifications.

The applicant shall prepare and submit a grading plan that shall include:

*Site plan.* Site plan shall be at a scale no smaller than one (1) inch equals one hundred (100) feet; showing property lines, vicinity map, name and address of the owner, developer and adjacent property owners. The following items shall be shown on the site plan:

- (1) *Existing grades.* Existing grades and spot elevations.
- (2) *Identify land to be disturbed.* Land areas to be disturbed, including total acreage.

- (3) *Cuts and fills.* All cuts and fills, including height and slope.
- (4) *Streets and rights-of-way.* Location and names of all existing, or platted, streets or rights-of-way within or adjacent to tract; and location of all utilities and easements within or adjacent to the property.
- (5) *Lot/building, etc. identification.* The proposed location of lots, buildings, streets, parking lots, parks, playgrounds or greenspaces. Any existing or proposed buildings within one hundred (100) feet of the site.
- (6) *Streets and drainage ways.* Profiles and cross sections for proposed streets and drainage ways.
- (7) *Surface water.* Provisions for collecting and discharging surface water.
- (8) *Underground utilities.* Profiles and cross sections of streets, drainage systems, and underground utilities, if they are necessary to clarify the grading plan in terms of potential erosion or runoff, or if the grading on the site has the potential of disturbing the utility line. Proposed grading plans that pose a risk to existing utility lines due to removal of cover or the placement of excessive loads or result in an undue burden to future maintenance activities will not be approved. Under such conditions applicant may include with the site plan a proposal for relocating any affected utility line. If the relocation is approved by the affected utility company, the applicant shall be responsible for all costs associated with the relocation.
- (9) *Erosion/sediment measures.* Erosion and sediment measures, including structural and vegetative measures.
- (10) *Time schedules.* A time schedule indicating the anticipated starting and completion dates of the development sequence and time of grading of each area prior to stabilization measures.
- (11) *Temporary access road.* Location of temporary access road.
- (12) *Concrete washout.* Location of areas used for concrete washout.

**In addition, the site plan shall meet the requirements for a site map as established by the latest version of the ADEQ NPDES General Stormwater Permit for Construction Activities.**

(Ord. No. 27-06, § 1, 3-21-06)

Sec. 11-88. Erosion and sediment control plan.

The applicant shall prepare and submit an erosion and sediment control plan that shall include:

- (1) Sequence of clearing and grading anticipated for construction of the development site. Sequencing shall include the anticipated dates for the start of construction, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.
- (2) Erosion and sediment control measures necessary to meet the objectives of this article that will remain installed and functioning throughout all phases of construction and after completion of development of the site until soil stabilization with permanent vegetation.
- (3) Proposed seeding mixtures, types of sod, method of seedbed preparation, expected seeding dates, kind and quantity of mulching for both temporary erosion control and permanent vegetative stabilization.
- (4) Provisions for maintenance of control facilities until the site soils are stabilized with permanent vegetation.
- (5) Submission of a copy of notice of intent or ~~small construction site notice~~ **automatic coverage posting** as required by ~~the state department of environmental quality~~ **ADEQ**.
- (6) **A description of post-construction storm water management measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Post-construction storm water management measures shall comply with the requirements of the City of Fort Smith Drainage Standards.**

**In addition, the erosion and sediment control plan shall meet the requirements for a stormwater pollution prevention plan as established by the latest version of the ADEQ NPDES General Stormwater Permit for Construction Activities.**

(Ord. No. 27-06, § 1, 3-21-06)

Sec. 11-89. Review and approval.

Applications submitted to the building department for a site development permit shall be reviewed to determine their conformance with the provisions of this article. Within seven (7) working days after receiving an properly completed application, the city shall, in writing:

- (1) Approve the permit application; or
- (2) Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this article; or
- (3) Disapprove the permit application, informing the applicant of the reason(s) therefor, and of the procedure for submitting a revised application and/or submission.

(Ord. No. 27-06, § 1, 3-21-06)

Sec. 11-90. Fees and enforcement.

- (a) *Requirements.* Each application for a grading permit shall include a grading plan and a erosion and sediment control plan.
- (b) *Review fee.* There shall be a one hundred dollar (\$100.00) fee assessed and collected prior to review of any grading plan and erosion and sediment control plan.
- (c) *Time limit.* An initial grading permit shall be valid for a maximum of three (3) months. All grading permits shall be subject to review and re-approval and all re-approvals shall be subject to any reasonable additional requirements as may be deemed necessary by the city engineer. If a grading permit is re-approved with no major revisions, an additional review fee will not be required.
- (d) *Inspection.*
  - (1) **The city engineer or his/her designated agent shall make inspections as hereinafter required and shall either approve that portion of the work completed or shall notify the permittee wherein the work fails to comply with the approved stormwater pollution prevention plan. Approved plans for grading, stripping, excavating, and filling work shall be maintained at the site during the progress of the work. In order to obtain inspections, the permittee shall notify the city engineer or his/her designated agent at least two (2) working days before the start of construction. At least one inspection per month will be conducted until the project is completed. The permittee shall notify the city engineer or**

his/her designated agent at least two (2) working days before final stabilization occurs.

- (2) The permittee or his/her agent shall make regular inspections of all control measures in accordance with the inspection schedule outlined on the approved storm water pollution prevention plan(s). The purpose of such inspections will be to determine the overall effectiveness of the control plan, and the need for additional control measures. All inspections shall be documented in written form.
- (3) The city engineer or his/her designated agent shall enter the property of the applicant as deemed necessary by the city engineer or his/her designated agents to make regular inspections to ensure the validity of the reports filed under Section (2) above.

~~(d)~~ (e) *Stop-work order; revocation of permit.* In the event that any person conducting grading in the city limits fails to meet the minimum grading standards of this article, or fails to comply with any other applicable ordinance of the city, the city may suspend the grading operation or revoke the grading permit.

~~(e)~~ (f) *Violation and penalties.*

- (1) Any person judicially determined to be in violation of the provisions of this article shall be deemed guilty of a misdemeanor and shall be subject to the penalties set forth in section 1-9 of the City of Fort Smith Municipal Code of Ordinances.
- (2) In addition, the board of directors may, in lieu of or in addition to penalties provided in this section, cause to be initiated an action in the circuit court for the Fort Smith District of Sebastian County, Arkansas, for the purpose of restraining or abating any violation of this article.

(Ord. No. 27-06, § 1, 3-21-06)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ESTABLISHING AN  
ANIMAL SERVICES TASK FORCE**

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

There is hereby created a 7-member animal services task force which is assigned the following tasks:

identify problems, concerns, and issues with dogs and cats in Fort Smith;

develop, research, and analyze possible solutions; and

make recommendations to the board of directors.

The task force shall be appointed by the Board of Directors. At its first meeting the task force members shall select a chairperson from among their membership. The task force shall complete its work within 30 days from the date of its first meeting. The task force shall terminate upon the completion of its work.

This Resolution passed this \_\_\_\_\_ day of July, 2011.

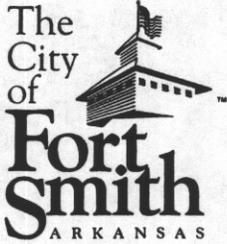
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
No Publication Required



## MEMORANDUM

June 30, 2011

**TO:** Mayor and Board of Directors

**FROM:** Ray Gosack, City Administrator

**SUBJECT:** Animal Services

Attached for the board of directors' consideration is a resolution which creates an animal services task force. The task force would be comprised of 7 members with the following responsibilities:

- ▶ Identify problems, concerns, and issues with dogs and cats in Fort Smith
- ▶ Develop, research, and analyze possible solutions
- ▶ Make recommendations to the board of directors

The task force would have 30 days to complete its work, and would dissolve after it does so. The task force will be supported by the police dept. staff.

Following passage of the resolution, the staff will solicit nominees for the task force. Appointments would be considered at the August 16<sup>th</sup> board meeting.

*Ray*

Attachment

RESOLUTION \_\_\_\_\_

**A RESOLUTION AUTHORIZING A CHANGE ORDER  
FOR THE CONSTRUCTION OF SUNNYMEDE TRIBUTARY  
DRAINAGE IMPROVEMENTS, PROJECT NO. 09-06-A**

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

SECTION 1: Change Order No. 1 with Goodwin & Goodwin, Inc., for the Sunnymede Tributary Drainage Improvements, Project No. 09-06-A, which increases the contract amount by \$11,803.31 to an adjusted contract amount of \$742,341.31, is hereby approved.

This resolution adopted this \_\_\_\_\_ day of July, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form

*JSC*

No Publication Required

Publish \_\_\_\_\_ Times

RESOLUTION \_\_\_\_\_

**RESOLUTION AUTHORIZING A TIME EXTENSION,  
ACCEPTING COMPLETION OF AND AUTHORIZING  
FINAL PAYMENT FOR THE CONSTRUCTION OF  
SUNNYMEDE TRIBUTARY DRAINAGE IMPROVEMENTS  
PROJECT NO. 09-06-A**

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

SECTION 1: A time extension with Goodwin & Goodwin, Inc., for the Sunnymede Tributary Drainage Improvements, Project No. 09-06-A, which increases the contract time by 39 calendar days, is hereby approved.

SECTION 2: The City of Fort Smith hereby accepts the construction of Sunnymede Tributary Drainage Improvements, Project No. 09-06-A, as complete.

SECTION 3: Final payment is hereby authorized in the amount of \$63,190.68 to the contractor, Goodwin & Goodwin, Inc., for the Sunnymede Tributary Drainage Improvements, Project No. 09-06-A.

This resolution adopted this \_\_\_\_\_ day of July, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form

*JSC*

No Publication Required

Publish \_\_\_\_\_ Times

## INTER-OFFICE MEMO

**TO:** Ray Gosack, City Administrator

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

**DATE:** June 27, 2011

**SUBJECT:** Sunnymede Drainage Improvements  
Project No. 09-06-A

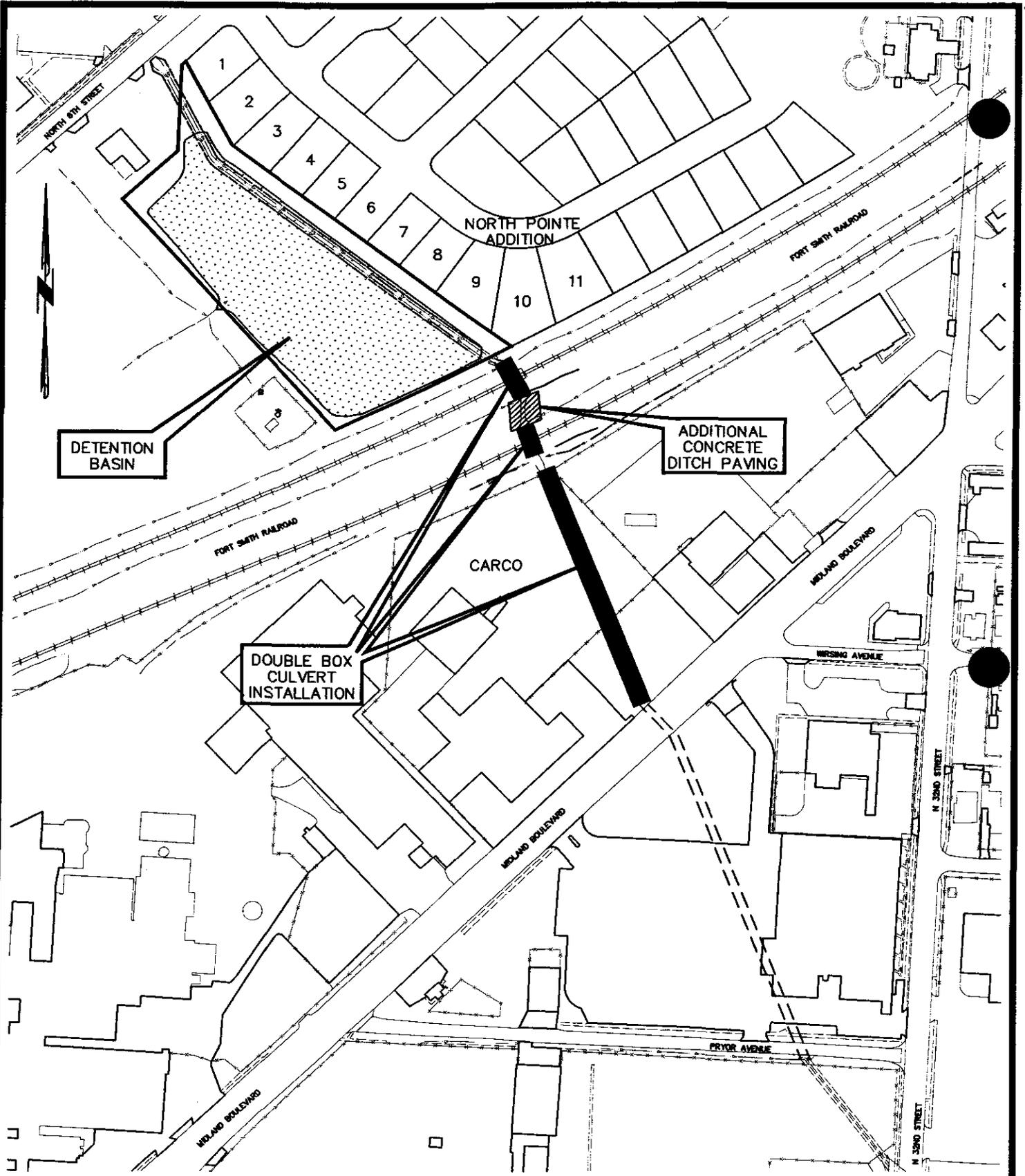
The above subject project included drainage capacity improvements in the upper portion of Sunnymede Creek extending from Midland Boulevard to North 6<sup>th</sup> Street. The project consisted of the construction of approximately 500 linear feet of double box culverts including the crossing of two railroads. A stormwater detention basin was also constructed as shown. The improvements are shown on the attached exhibit. A project summary sheet is also attached.

Change Order No. 1 increases the contract amount by \$11,803.31 (1.6 %) to an adjusted total contract amount of \$742,341.31. The increase in the contract amount is due to the addition of reinforced concrete ditch paving to control channel erosion in the area between the two railroad crossings where maintenance access is limited.

The project was substantially complete on May 19, 2011. The contractor requested an additional 39 days beyond the April 10, 2011 contract completion date due to delays by Fort Smith Railroad and Union Pacific Railroad. Staff concurs that the 39 days are warranted.

Attached are Resolutions to approve Change Order No. 1, to authorize a time extension, accept the project as complete and to authorize final payment to the contractor. I recommend that these Resolutions be accepted by the Board at the next regular meeting.

C:\DRAWINGS\CIP\09-06-A Sunnymede Creek Drng\ Det Pond Exhibit.dwg 08/31/10-11:24 RBR EXHIBIT



2009 CAPITAL IMPROVEMENTS PROGRAM  
SUNNYMEDE CREEK  
DRAINAGE IMPROVEMENTS



Project:	09-06-A
Date:	JUNE 2011
Scale:	NONE
Drawn By:	RBR

## SUMMARY SHEET

City of Fort Smith  
 Project Status: Complete  
 Today's Date: 6/27/2011  
 Staff contact name: Stan Snodgrass  
 Staff contact phone: 784-2225  
 Contract time (no of days): 180  
 Notice to proceed issued: 10/12/2010

Project name: Sunnymede Trib. Drainage Imprv.  
 Project number: 09-06-A  
 Consultant engineer: Hawkins-Weir Engineering  
 Project contractor: Goodwin & Goodwin

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	\$730,538.00	8/31/2010	4/10/2011
<b>Contract Revisions:</b>			
1 Change Order No. 1	\$11,803.31		
2 Time Extension - 39 days			
3			
Adjusted contract amount	\$742,341.31		
Payments to date (as negative):	\$679,150.63		
Amount of this payment	\$63,190.68		
Contract balance remaining	\$0.00		
Retainage held	0%		
Final payment	\$63,190.68		
Amount over original as a percentage	1.6%		

**Final Comments:**

Change Order No. 1 was due to the addition of reinforced concrete ditch paving to control channel erosion in the area between the two railroad crossings where maintenance access is limited. The project was substantially complete 39 days beyond the contract completion date. The contractor has requested that a time extension be granted due to delays by Fort Smith Railroad and Union Pacific Railroad. Staff concurs that the 39 days are warranted.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO DESIGNATE AND AUTHORIZE A CONTRACT WITH WESTERN ARKANSAS PLANNING AND DEVELOPMENT DISTRICT, INC. FOR ADMINISTRATION SERVICES OF THE IKE-2 ARKANSAS COMMUNITY AND ECONOMIC DEVELOPMENT GRANT**

**WHEREAS,** the City of Fort Smith, Arkansas has applied for an Arkansas Community and Economic Development Program (ACEDP) Grant; and

**WHEREAS,** the City of Fort Smith, Arkansas recognizes the need for assistance in administering the ACEDP grant in compliance with the Arkansas Economic Development Commission's regulations and Federal, State, and Local laws;

**WHEREAS,** the City of Fort Smith has a long-standing relationship with the Western Arkansas Planning and Development District and is confident that it will administer the above-referenced project competently, and that the Arkansas Economic Development Commission requires that grants be administered by a qualified agency that has received grants administration training;

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

The Mayor is authorized to designate the Western Arkansas Planning and Development District, Inc., as the project administrator for the ACEDP IKE-2 grant, subject to Arkansas Economic Development Commission's approval, and enter into a contract for ACEDP Administrative Services with such agency for project administrative services not to exceed \$23,720.00.

**THIS RESOLUTION APPROVED THIS 5<sup>TH</sup> DAY OF JULY, 2011.**

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

*Approved as to form  
JBC  
No publication required*



**City of Fort Smith**

Community Development Department

# Memo

**To:** Ray Gosack, City Administrator  
**From:** Matt Jennings, Director of Community Development   
**CC:** Jeff Dingman, Deputy City Administrator and Wally Bailey, Director of Development Services  
**Date:** 7/1/2011  
**Re:** Administrative Services for the CDBG Disaster Assistance Grant known as IKE-2

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As you are aware, the Fort Smith Housing Authority approached the city staff last year to apply for funds from the State of Arkansas for a Neighborhood Revitalization Project. The project is planned to acquire 20 properties that have fallen into disrepair and blight and damaged by the storms in March and April 2008. The City of Fort Smith applied on behalf of the Fort Smith Housing Authority (FSHA) since only a city or county was eligible to apply and the Board of Directors approved the submission of the application through Resolution R-68-11 on April 5, 2011. Each purchase is estimated at \$41,000 each and includes demolition and preparation for new home construction. The construction of the new homes is not included in the scope of this grant. The FSHA is committed to building new homes for income eligible families on the acquired lots over the next several years; as market conditions dictate. The housing authority has agreed that eminent domain will not be used to obtain any property and any property purchased will be strictly voluntary.

The State of Arkansas has approved the project, transmitted the grant agreement to the city and Mayor Sanders has executed it. In the original grant proposal, the Western Arkansas Planning and Development District was proposed to be the grant administrator. This resolution authorizes the designation and contract execution with the Western Arkansas Planning and Development District in the amount of \$23,720.00 and is funded from the grant from the Arkansas Economic Development Commission for Community Development Block Grant Disaster Assistance (IKE-2) funding.

The Community Development staff does not have the capacity to administer this project due to carrying out the normal CDBG and HOME activities as well as administering the IKE-1 housing assistance grant and the HUD Economic Development Initiative Special Project grant for water and sewer extensions in the area north of Riverfront Park. These two special grants contain no additional administrative funding to the city. However, the city staff will assist the Arkansas Community & Economic Development staff with monitoring responsibilities for this project.

Should you have any questions, please let me know.

**Contract for Administrative Services  
Disaster Recovery Grant  
794-00112-08 – City of Fort Smith – Neighborhood Revitalization**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the following parties:

Western Arkansas Planning and Development District, Inc., hereinafter called the

ADMINISTRATOR; and the City of Fort Smith, acting herein by Sandy Sanders herein duly authorized, hereinafter called the OWNER;

WHEREAS, the owner has received commitment from the Arkansas Economic Development Commission to fund this project in 2011; and

WHEREAS, the OWNER has negotiated with the ADMINISTRATOR to render selected services concerning the administration of the grant project, NOW THEREFORE, the parties do agree as follows:

**I. GENERAL SCOPE OF SERVICES PROVIDED BY ADMINISTRATOR**

The ADMINISTRATOR shall perform all of the necessary services provided under this agreement in connection with the administration of the ACEDP grant project.

- A. The **Scope of Services** performed by the Administrator shall include, but not be limited to:
1. Procurement
  2. Environmental Review
  3. Fair Housing/Equal Opportunity
  4. Financial Management
  5. Acquisition
  6. Contract Management
  7. Labor Compliance
  8. Reporting Requirements
  9. File Management
  10. Closeout/Audit

## II. GENERAL SCOPE OF SERVICES PROVIDED BY OWNER

The OWNER, as consideration for the agreement by the ADMINISTRATOR to assume certain duties described above, agrees to assume the following duties and obligations:

- A. To make a final review of all services performed and to authorize same prior to implementation and/or commitment to record
- B. To assume full liability as to any and all claims arising out of the performance by ADMINISTRATOR of the above-defined services
- C. To pay out of grant and/or local funds all program costs arising out of the above described project which are incurred by the ADMINISTRATOR on behalf of the OWNER and approved by the OWNER and the Arkansas Economic Development Commission
- D. To furnish all information, data, reports, records and maps as are existing, available and necessary for performing all work outlines in this Agreement.
- E. To cooperate with the ADMINISTRATOR in order to facilitate the performance of the work described in this Agreement
- F. To reimburse the ADMINISTRATOR in accordance with the procedures set forth in Section III, COMPENSATION AND METHOD OF PAYMENT.

## III. COMPENSATION AND METHOD OF PAYMENT

For services provided under this Agreement, the ADMINISTRATOR shall receive compensation of \$23,720.00. Under no circumstance may the total contract amount be increased or decreased without a formal grant agreement from the Arkansas Economic Development Commission.

The project shall consist of three (3) stages described as follows:

- Phase 1:**        **Start-up.** Start-up will end with approval of the plans and specifications by the Arkansas Economic Development Commission and with the completion of all known acquisition activities if applicable as evidenced by a letter from the elected official submitted to the Department stating same.
- Phase 2.**        **Construction.** Construction will end with construction completion as evidenced by the signing of the certificate(s) of substantial completion.
- Phase 3.**        **Closeout.** Closeout will end with resolution of all final monitoring concerns and finding as evidenced by submission and acceptance of all required materials and with submission and acceptance of all final closeout documents as required by the ACEDP Administrative Procedures Manual. However, the project is not considered closed until the Grantee receives a letter from the Arkansas Economic Development Commission stating that the project is closed.

## **Payment Limits**

Phase I payments shall not exceed 45 percent of the total contract or \$11,443.50.

Phase II payments shall not exceed 45 percent of the total contract or \$11,443.50.

Phase III payments shall not exceed 10 percent of the total contract or \$ 2,543.00.

The ADMINISTRATOR may not draw more than the total funds budgeted for each phase. Funds may not be transferred from Phase II or Phase III to Phase I or from Phase III to Phase II without a formal contract amendment. Any funds not expended in any earlier phase may be carried over to the next phase to cover cost overruns that may occur. Any funds not expended in the phase in which it was budgeted and not used to cover cost overruns in subsequent phases will be deobligated from the Agreement by formal amendment.

**Note: Owner (City or County) reserves the right to withhold Phase I, II, or III payments based upon satisfactory performance of activities.**

## **IV. INVOICES FOR PAYMENT**

For Phase I and II, invoices shall be submitted to the OWNER monthly to cover the amount earned during the preceding month. Payment for Phase III shall not be made until the phase is completed as described above. Invoices must include a description of services for which compensation is being requested including an explanation of requests for partial payments for ongoing services within a phase.

## **V. OTHER RELEVANT ATTACHMENTS**

List here, starting with Attachment 1, any attachments that will be a part of the Agreement.

## **VI. TERMS AND CONDITIONS**

### **A. Termination of Contract for Cause**

If, through any cause, the ADMINISTRATOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the ADMINISTRATOR shall violate any of the covenants, agreements, or stipulations of this Contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the ADMINISTRATOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data studies and reports prepared by the ADMINISTRATOR under this contract shall, at the option of the OWNER, become its property, and the ADMINISTRATOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the ADMINISTRATOR shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach

of the contract by the ADMINISTRATOR, and the OWNER may withhold any payments to the ADMINISTRATOR until such time as the exact amount of damages due the OWNER from the ADMINISTRATOR is determined.

**B. Termination for Convenience of OWNER**

The OWNER may terminate this Contract any time by giving at least a ten (10) day notice in writing from the OWNER to the ADMINISTRATOR. If the Contract is terminated by the OWNER as provided herein, the ADMINISTRATOR will receive equitable compensation under this Contract, less payments of compensation previously made; provided, however, that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of such termination, the ADMINISTRATOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the ADMINISTRATOR during the Contract period which are directly attributable to the uncompleted portion of the service covered by this contract. If this Contract is terminated due to the fault of the ADMINISTRATOR, Section A hereof relative to the termination shall apply.

**C. Changes**

The OWNER may, from time to time, request changes in the scope of the services of the ADMINISTRATOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the ADMINISTRATORS compensation, which are mutually agreed upon by and between the OWNER and the ADMINISTRATOR, shall be incorporated in written amendments to this Contract for approval by the Arkansas Economic Development Commission prior to the effective date of such amendment(s).

**D. Personnel**

1. The ADMINISTRATOR requests that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Personnel shall not be employees of or have any contractual relationship with the OWNER.
2. All the services required hereunder will be performed by the ADMINISTRATOR or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
3. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
4. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

**E. Assignability**

The ADMINISTRATOR shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OWNER thereto: Provided, however, that claims for money by the ADMINISTRATOR from the OWNER under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.

**F. Reports and Information**

The ADMINISTRATOR, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

**G. Records and Audits**

The ADMINISTRATOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the OWNER after consultation with the Arkansas Economic Development Commission.

**H. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the ADMINISTRATOR under this Contract are confidential, and the ADMINISTRATOR agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.

**I. Copyright**

No reports, maps or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of the ADMINISTRATOR.

**J. Compliance with Local Law**

The ADMINISTRATOR shall comply with all applicable laws, ordinances and codes of the State and local governments, and the ADMINISTRATOR shall save the OWNER harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

### **K. Civil Rights Act/Equal Employment Opportunity**

During the performance of this Contract, the ADMINISTRATOR agrees as follows:

1. The ADMINISTRATOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, handicap, veteran status or national origin. The ADMINISTRATOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, handicap, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ADMINISTRATOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
2. The ADMINISTRATOR will, in all solicitation or advertisements for employees placed by or on behalf of the ADMINISTRATOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, handicap, veteran status or national origin.
3. The ADMINISTRATOR will insert the foregoing provisions in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The ADMINISTRATOR will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations 4 CRF 6(D).

### **L. Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

The ADMINISTRATOR covenants that:

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (HUD) through the Arkansas Economic Development Commission and is subject to the requirements of Section 3 of the HUD Act of 1983, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. It will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Contract.

The ADMINISTRATOR certifies that it is under no contractual or other disability, which would prevent it from complying with these requirements.

3. It will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. It will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**M. Section 503 Handicapped (if \$2,500 or Over)**

**Affirmative Steps for Handicapped Workers**

1. The ADMINISTRATOR will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position that the employee or applicant for employment is qualified. The ADMINISTRATOR agrees to take affirmative steps to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices including: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, pay or other form of compensation, and selection for training, including apprenticeship.
2. The ADMINISTRATOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the ADMINISTRATORS noncompliance with the requirements of this clause, noncompliance actions may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.
4. The ADMINISTRATOR agrees to post notices in conspicuous places, available to employees and applicants for employment. Such notices shall state the ADMINISTRATORS obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The ADMINISTRATOR will notify each labor union or representative of workers

with which it has a collective bargaining agreement or other contract, that they are bound by the terms of Section 503 of the Rehabilitation Act of 1973 and are committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The ADMINISTRATOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**N. Interest of Other Public Officials and/or Members of the Locality**

No member of the governing body of the locality, nor officer, employee, or agent of the locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any direct or indirect personal financial interest in this Contract; and the ADMINISTRATOR shall take appropriate steps to ensure compliance.

**O. Interest of ADMINISTRATOR and Employees**

The ADMINISTRATOR covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The ADMINISTRATOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**P. Compliance with HUD and Arkansas Economic Development Commission Patent Rights in Research Regulations**

The ADMINISTRATOR will comply with all requirements and regulations of HUD and the Arkansas Economic Development Commission pertaining to reporting and patent rights involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of this contract. The ADMINISTRATOR will also comply with HUD and Arkansas Economic Development Commission requirements and regulations pertaining to copyrights and rights in data.

**Q. Indemnification**

The ADMINISTRATOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the OWNER and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes or contributions required under social security, workman's compensation and income tax laws.

**R. Access to Records**

The OWNER, the Arkansas Economic Development Commission, the Joint Legislative Audit Division of the State of Arkansas, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the ADMINISTRATOR doing work under this Contract which are directly pertinent to the projects funded by the Arkansas State Highway and Transportation Department for the purpose of making audit, examination, excerpts and transcriptions.

**S. Miscellaneous Provisions**

1. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
3. In case any provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
4. This Agreement may be amended by the mutual agreement of the parties hereto and in writing to be attached to and incorporated into this Agreement.
5. This Agreement shall be null and void, if the applicant fails to successfully enter into agreement with the Arkansas Economic Development Commission.

This execution of the Agreement on behalf of the OWNER has been duly authorized as follows:

A resolution dated \_\_\_\_\_, 2011 authorizing the Mayor to act on behalf of the OWNER.

WITNESS our hands and seals on the date herein above written, this Contract for ACEDP Administrative Services shall be effective as of \_\_\_\_\_, 2011 until the Scope of Services is completed.

Owner: City of Fort Smith

Witness Name: \_\_\_\_\_

Name: Sandy Sanders, Mayor

Witness Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Administrator: Western Arkansas Planning  
And Development District

Witness Name: Rhonda Bell

Name: John Guthrie, Executive Director

Witness Signature: \_\_\_\_\_

Signature of Administrator: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING BIDS AND AUTHORIZING A CONTRACT FOR THE  
FORT SMITH TRANSIT BUS STOP SHELTER IMPROVEMENTS PROJECT  
PROJECT NO. 10101A**

---

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

SECTION 1: The bid of Crawford Construction received June 15, 2011, for the site construction and installation of 24 bus stop shelters as referenced in the attached bid tabulation, Project No. 10101A, in the amount of \$67,432 be accepted.

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

This resolution adopted this \_\_\_\_ day of July, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

*Approved as to form  
JL  
No publication required*



**MEMORANDUM**  
**June 23, 2011**

**To:** Ray Gosack, City Administrator  
**From:** Ken Savage, Transit Director <sup>KS</sup>  
**Subject:** Transit Bus Stop Shelter Improvement Project

Attached is a resolution accepting bids and authorizing a contract for site construction and installation of 24 separate bus stop shelters. Also attached is the bid tabulation in which Crawford Construction was the low bid in the amount of \$67,432 out of three bids received. The improvements are made possible through an Americans Recovery and Reinvestment Act (ARRA) grant the transit department received in 2009

The improvement project includes the construction of a concrete pad and installation of the modular shelters previously acquired. Property easements have been signed and obtained for all 24 sites. The bus stop shelters will provide protection from the elements, seating, an area for a mobility device, as well as dusk to dawn solar lighting.

Funds for the project are encumbered from the 2010 budget. The shelter improvements have been approved by the Federal Transit Administration as a viable project for the use of ARRA funds. If the Board approves the project the next step would involve a notice to proceed. The project completion is specified for 90 days.

Please feel free to contact me for further information.

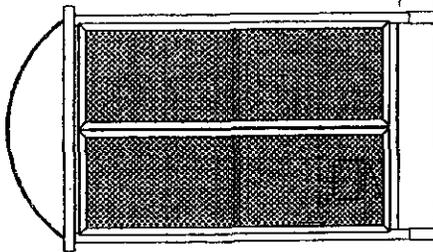
City of Fort Smith, Arkansas  
 Fort Smith Transit Department  
 Bus Stop Shelter Improvements Project  
 Tabulation Of Bids Received on June 15, 2011 @ 2:00 p.m.  
 Hawkins-Weir Engineers, Inc. 10101A

Item Description No.	Quan Unit	Engineers Estimate		Crawford Construction Company		Steve Beam Construction, Inc.		Dixon Contracting, Inc.	
		Amount	Bid	Amount	Bid	Amount	Bid	Amount	Bid
1. Performance and Payment Bond	1 LS								
2. Construction Erosion Control	1 LS			\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
3. Site 1 - Nelson Hall Homes	1 LS			\$ 1,450.00	\$ 1,450.00	\$ 3,000.00	\$ 3,085.00	\$ 4,800.00	\$ 4,800.00
4. Site 2 - Nelson Hall Homes	1 LS			\$ 2,476.00	\$ 2,476.00	\$ 2,476.00	\$ 3,085.00	\$ 4,200.00	\$ 4,200.00
5. Site 3 - North "B" Street	1 LS			\$ 3,076.00	\$ 3,076.00	\$ 3,076.00	\$ 3,565.00	\$ 4,200.00	\$ 4,200.00
6. Site 4 - North 15 <sup>th</sup> & Rogers Avenue	1 LS			\$ 2,476.00	\$ 2,476.00	\$ 3,396.00	\$ 3,396.00	\$ 4,200.00	\$ 4,200.00
7. Site 5 - North 12 <sup>th</sup> & Grand Avenue	1 LS			\$ 2,576.00	\$ 2,576.00	\$ 2,817.00	\$ 2,817.00	\$ 4,200.00	\$ 4,200.00
8. Site 6 - Park Avenue & North 36 <sup>th</sup> Street	1 LS			\$ 2,500.00	\$ 2,500.00	\$ 3,596.00	\$ 3,596.00	\$ 4,200.00	\$ 4,200.00
9. Site 7 - Grand Avenue at UAFS	1 LS			\$ 2,676.00	\$ 2,676.00	\$ 2,831.00	\$ 2,831.00	\$ 4,200.00	\$ 4,200.00
10. Site 8 - Kinkhead Boulevard at UAFS	1 LS			\$ 2,676.00	\$ 2,676.00	\$ 2,733.00	\$ 2,733.00	\$ 4,200.00	\$ 4,200.00
11. Site 9 - Rogers Avenue at St. Edward	1 LS			\$ 2,676.00	\$ 2,676.00	\$ 4,276.00	\$ 4,276.00	\$ 4,200.00	\$ 4,200.00
12. Site 10 - North 12 <sup>th</sup> Street	1 LS			\$ 3,300.00	\$ 3,300.00	\$ 2,638.00	\$ 2,638.00	\$ 4,200.00	\$ 4,200.00
13. Site 11 - North 19 <sup>th</sup> & North "B" Streets	1 LS			\$ 2,676.00	\$ 2,676.00	\$ 2,871.00	\$ 2,871.00	\$ 4,200.00	\$ 4,200.00
14. Site 12 - Grand Avenue & North 32 <sup>nd</sup> Street	1 LS			\$ 2,676.00	\$ 2,676.00	\$ 3,162.00	\$ 3,162.00	\$ 4,200.00	\$ 4,200.00
15. Site 13 - Rogers Avenue at Creekmore Park	1 LS			\$ 2,600.00	\$ 2,600.00	\$ 4,074.00	\$ 4,074.00	\$ 4,200.00	\$ 4,200.00
16. Site 14 - South 12 <sup>th</sup> Street at AHEC Clinic	1 LS			\$ 2,700.00	\$ 2,700.00	\$ 3,585.00	\$ 3,585.00	\$ 4,200.00	\$ 4,200.00
17. Site 15 - Zero Street at Stonewall Jackson Inn	1 LS			\$ 2,500.00	\$ 2,500.00	\$ 3,504.00	\$ 3,504.00	\$ 4,200.00	\$ 4,200.00
18. Site 16 - North 12 <sup>th</sup> and North "F" Streets	1 LS			\$ 2,500.00	\$ 2,500.00	\$ 2,981.00	\$ 2,981.00	\$ 4,200.00	\$ 4,200.00
19. Site 17 - Private Street at Logan's Roadhouse	1 LS			\$ 2,500.00	\$ 2,500.00	\$ 3,085.00	\$ 3,085.00	\$ 4,200.00	\$ 4,200.00
20. Site 18 - North Greenwood Avenue at Walgreens	1 LS			\$ 2,676.00	\$ 2,676.00	\$ 3,990.00	\$ 3,990.00	\$ 4,200.00	\$ 4,200.00
21. Site 19 - North 17th Street at Dollar General	1 LS			\$ 2,576.00	\$ 2,576.00	\$ 3,375.00	\$ 3,375.00	\$ 4,200.00	\$ 4,200.00
22. Site 20 - Park Avenue	1 LS			\$ 2,500.00	\$ 2,500.00	\$ 4,780.00	\$ 4,780.00	\$ 4,200.00	\$ 4,200.00
23. Site 21 - Division Street & May Avenue	1 LS			\$ 2,670.00	\$ 2,670.00	\$ 2,660.00	\$ 2,660.00	\$ 4,200.00	\$ 4,200.00
24. Site 22 - Grand Avenue & North 13th Street	1 LS			\$ 2,600.00	\$ 2,600.00	\$ 2,660.00	\$ 2,660.00	\$ 4,200.00	\$ 4,200.00
25. Site 23 - North 58th at Oakbrook Apartments	1 LS			\$ 2,200.00	\$ 2,200.00	\$ 1,255.00	\$ 1,255.00	\$ 4,200.00	\$ 4,200.00
26. Site 24 - South 70 <sup>th</sup> and Dallas Street	1 LS			\$ 2,700.00	\$ 2,700.00	\$ 2,660.00	\$ 2,660.00	\$ 4,200.00	\$ 4,200.00
<b>Total Basic Contract Price</b>			\$ 67,750.00	\$ 67,432.00	\$ 82,664.00	\$ 108,100.00			

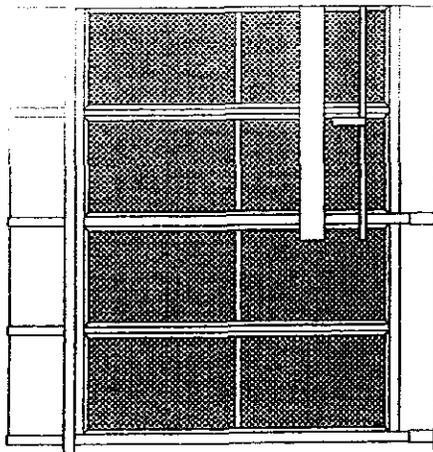
I hereby certify that this tabulation is true and accurate representation of all bids received.

*J. Kyle Salzer*

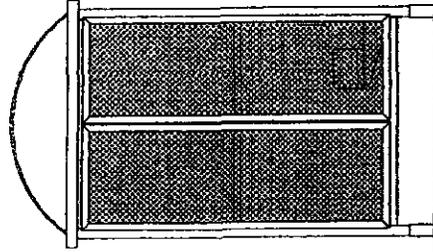
J. Kyle Salzer, P.E., P.S.  
 Hawkins-Weir Engineers, Inc.  
 Arkansas P.E. No. 12036 P.S. No. 1674



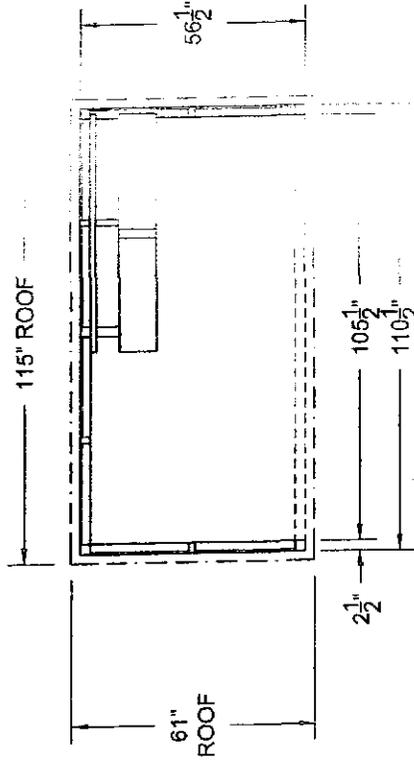
LEFT SIDE VIEW



FRONT VIEW



RIGHT SIDE VIEW



PLAN VIEW

NOTES:  
 \*FINISH IS BRONZE ANODIZED  
 \*ROOF IS BARREL-VAULT WITH 6mm P.C.S.S. GLAZING  
 \*WALL GLAZING IS PERFORATED METAL OR FLATTENED EXPANDED METAL, POWDERCOATED TO MATCH  
 \*2-SEAT BENCH/BACKREST WITH ANTI-VAGRANT BAR  
 \*MAP DISPLAY CASE  
 \*SOLAR-POWERED LIGHTING PACKAGE  
 DESIGN IS PRELIMINARY, AND INTENDED TO COMPLY WITH SPECIFICATIONS IN ALL ASPECTS, AND PENDING CUSTOMER APPROVAL. ANY DEVIATION FROM SPECIFICATIONS IS UNINTENTIONAL AND MAY BE DISREGARDED. PLEASE CONSULT THE FACTORY.

**DUO-GARD**  
 Tel (734) 207-9700 Fax (734) 207-7995  
 www.duo-guard.com

THIS DRAWING IS PROPRIETARY AND FOR THE SOLE USE OF OUR CUSTOMER AND MAY NOT BE COPIED OR REPRODUCED WITHOUT PRIOR WRITTEN CONSENT FROM DUO-GARD INDUSTRIES, INC. LEAD TIME BEGINS UPON RECEIPT OF SIGNED SHOP DRAWINGS.

APPROVAL SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

---

PROJECT NAME: CITY OF FORT SMITH AR  
 DESCRIPTION: 5' X 10' TRAINING STYLE SHELTER

PRJL ENG	DATE	SCALE	PAGE	OF	DRAWING #
BDI	5-17-10	NTS	1	5	FORT SMITH

12.E

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AUTHORIZING THE PURCHASE OF SIX SEGWAY PATROLLERS  
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 State Asset Forfeiture account, totaling \$44,368.58, is hereby authorized, with the understanding that this expenditure is for the purchase of six (6) Segway model i2 Patrollers by Segway, Inc., for use by the Fort Smith Police Department.

**THIS ORDINANCE ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.**

**APPROVED:**

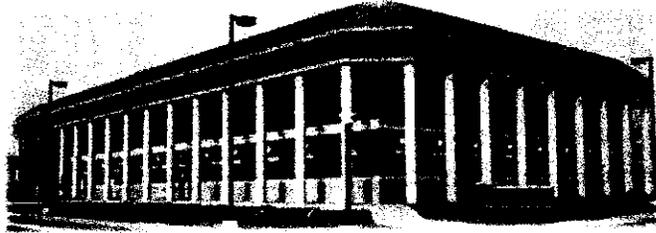
\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

Approved as to form:  npr

**City Attorney**



## Fort Smith Police Department

Kevin Lindsey, Chief of Police

### INTERDEPARTMENTAL MEMORANDUM

**To:** Ray Gosack, City Administrator

**From:** Kevin Lindsey, Chief of Police *KL*

**Subject:** Purchase of Segway Model i2 Patrollers

**Date:** June 28, 2011

Recently, the Fort Smith Police Department had an opportunity to test the Segway Personal Transporter by Segway Inc. to determine how this type equipment might be utilized by the department. Two Segway Personal Transporters were provided to the department on loan for testing purposes. The Segway Personal Transporters were tested by various units within the department to determine the practicality of everyday use.

The Segway Personal Transporter is a self-balancing, eco-friendly human transporter and can travel as far as twenty four miles on one single charge. These units were tested by patrol officers and bicycle officers, as well as parking meter enforcement officers. It was also determined that the Segway Personal Transporter could be used to manage crowds at events such as the Air Show, 4<sup>th</sup> of July celebration, and other events, large or small. The Segway Personal Transporter allows an officer to see above crowds yet remain at ground level. It is as versatile and maneuverable as on foot, but one can cover more area, and respond more quickly with greater visibility. Because the device can patrol diverse terrain, including indoors and outdoors, it could be utilized by officers assigned to the Fort Smith Municipal Airport, as well as the downtown district.

Staff would recommend the purchase of six (6) Segway model i2 Patrollers from Segway Inc., at a cost of \$44,368.58. State Asset Forfeiture monies are to be utilized for this expenditure. The six (6) Segway model i2 Patrollers will be utilized for, but not limited to, special events, downtown patrols, meter enforcement, and airport patrol. Utilizing the Segway model i2 Patrollers will foster Community Oriented Policing endeavors by allowing the officer to be more accessible to the public, as well as provide increased public safety by increasing officer visibility.



# SEGWAY

Bill To:

Fort Smith Arkansas P.D. 100 South 10th St.  
 FORT SMITH, AR 72901  
 United States

Segway Inc.  
 14 Technology Drive  
 Bedford, NH 03110  
 Tel: 603-222-6000  
 Fax: 603-222-6001

## Order Acknowledgement

Order Number: 70043  
 Date: 10-Jun-2011

This Order Number must appear on all invoices, packing lists, cartons, and correspondence related to this Order.

Ship To:

Fort Smith Arkansas P.D. c/o Segway of  
 Southern Missouri  
 299 State Hwy 165  
 BRANSON, MO 65616  
 United States

Payment Terms: Check	Purchase Order No:	Fax ID:
Sales Person: Ellis, Ms. Reina	F.O.B.: Origin	Order Representative: DRIVARD

Line	Item Number, Description	Quantity Ordered	Unit Price	Line Total
1.0	2014500006A-Segway Patroller, i2 Shield:White, Lights:Red/Blue	6	6,975.00	41,850.00
1.1.1	2014500006-Segway PT, i2, Patroller	6	0.00	0.00
1.2.2	2223000001-Patroller Common Items	6	0.00	0.00
1.3.3	2218700001-Kit, Patroller Shields, White	6	0.00	0.00
1.4.4	2041200001-Kit, Lower Cargo Frame, i2 (2)	6	0.00	0.00
1.5.5	2170700001-Light, Dinote 400P, Patroller, Red/Blue	6	0.00	0.00
2.0	2035100001-ASM, User Materials, i2	6	0.00	0.00
3.0	1821000010-S&H for Segway HT's - Ground	6	120.00	720.00
5.0	2227200001-Single Patroller Label Pack, Police, English/French	6	0.00	0.00

Acknowledgement Date	Order Subtotal	Order Tax	Order Total
17-Jun-2011	\$ 42,570.00 (USD)	\$ 1,798.58 (USD)	\$ 44,368.58 (USD)

12.F

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AUTHORIZING THE PURCHASE OF ROCK RIVER ARMS AR-15  
PATROL RIFLES 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, not to exceed \$104,716.12, is hereby authorized, with the understanding that this expenditure is for the purchase of up to one-hundred and fifteen (115) AR-15 Patrol Rifles by Rock River Arms for use by the Fort Smith Police Department.

**THIS ORDINANCE ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.**

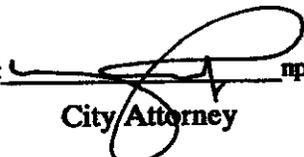
**APPROVED:**

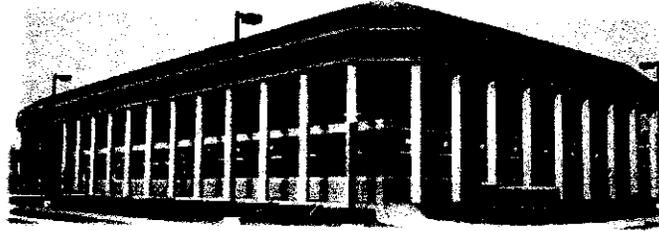
\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

Approved as to form: \_\_\_\_\_ npr

  
**City Attorney**



**Fort Smith Police Department**  
Kevin Lindsey, Chief of Police

**INTERDEPARTMENTAL MEMORANDUM**

**To:** Ray Gosack, City Administrator  
**From:** Kevin Lindsey, Chief of Police  
**Subject:** Purchase of Patrol Rifles  
**Date:** June 29, 2011

The police department has identified the need to transition patrol officers and other personnel to patrol rifles in recognition of increased use of firearms by criminals, infrequent use of department shotguns by officers, and increased numbers of law enforcement officers killed in the line of duty.

Training staff researched the availability and applicability of patrol rifles for use by the police department, and recommended purchase of the Rock River Arms AR-15. Written bids were released to three vendors, and Rock River Arms returned as the lowest bid (see bid attachment).

The department will utilize Federal Asset Forfeiture money to purchase the rifles, in accordance with the United States Department of Justice publication *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* (April, 2009), section VII.A.1.d., which states permissible uses for Federal Asset Forfeiture monies include:

Law enforcement equipment – the costs associated with the purchase, lease, maintenance, or operation of law enforcement equipment for use by law enforcement personnel that supports law enforcement activities. For example, furniture, file cabinets...firearms...” [emphasis added]

Officers will have the option to purchase a rifle through the bid, which specified purchase prices for the department and officers, and then repay the Federal Asset Forfeiture account for the total cost of the rifle over a one (1) year period. Costs to the department for each rifle will be \$863.075 and costs to an officer for the purchase of the same rifle will be \$917.70. Both costs include sales tax. The department expects to purchase up to 115 patrol rifles, 15 of which will be retained by the department and the remaining will be owned by officers at a cost not to exceed \$104,716.12.

The department’s training unit has developed policy and procedure for training and maintenance of the rifles, which has been implemented. The department currently owns 19 Rock River Arms rifles.

**Tabulation of Bids-City of Fort Smith Police Department  
Tactical Rifles  
Bid Tab 4701-FF-BA**

<b>Description</b>	<b>Vendor</b> Lawmens & Shooters Supply Vero Beach, FL	<b>Clyde Armory</b> Bogart, GA	<b>Rock River Arms</b> Colona, IL ✓
Cost per Rifle (with Federal Excise tax)	\$890.40	\$886.12	\$840.00
Cost per Rifle (w/out Federal Excise tax)	\$837.40	\$833.37	\$790.00
Other	\$0.00	\$0.00	\$0.00
<b>Delivery Terms</b>	45-60 days	45-60 days	45-60 days
<b>Warranty Period</b>	Limited Lifetime	Limited Lifetime	Limited Lifetime

**Bids Advertised: 06/17/11**

**Bids Opened: 06/27/11**

**✓ Recommended Bid Award**

RESOLUTION NO. \_\_\_\_\_

12 G

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER TWO  
WITH THE BURGESS COMPANY, INC., FOR THE MIDLAND  
BOULEVARD 30-INCH WATER TRANSMISSION LINE

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

Change Order Number Two in the amount of \$11,753.91 to the contract with The Burgess  
Company, Inc., for the construction of the Midland Boulevard 30-Inch Water Transmission Line,  
Project Number 07-04-C1, adjusting the contract amount to \$3,251,183.91 and adding 225  
calendar days to the contract time, is hereby approved.

This Resolution adopted this \_\_\_\_\_ day of July 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_ npr

RESOLUTION NO. \_\_\_\_\_

12 H

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING  
FINAL PAYMENT TO THE BURGESS COMPANY, INC., FOR THE MIDLAND  
BOULEVARD 30-INCH WATER TRANSMISSION LINE

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

SECTION 1: The construction of Midland Boulevard 30-Inch Water Transmission Line,  
Project Number 07-04-C1, is accepted as complete.

SECTION 2: Final payment to The Burgess Company, Inc., in the amount of \$169,655.11,  
is hereby approved.

This Resolution adopted this \_\_\_\_\_ day of July 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: June 24, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Midland Boulevard 30-Inch Water Transmission  
Line - Project Number 07-04-C1

The Midland Boulevard 30-inch water transmission line project constructed 5,500 feet of 30-inch diameter water main along Midland Boulevard and 4,000 feet of 24-inch diameter water main along Kelley Highway and North 6th Street. The new line was needed to replace the existing 24-inch line which had a high incidence of leaks and to also strengthen the water delivery capability into the downtown area. The attached exhibit shows the new transmission line route.

The project is now complete and a project summary sheet is attached. A change order in the amount of \$11,753.91 is needed to address two cost related items for additional work and material required to make the tie-over of the new line to the existing system and to incorporate several other adjustments to the contract time. In preparing to make the interconnection near North 6th Street and Division it was found that some of the existing line valves would not fully shut off the flow of water. Without these valves functioning properly it would be required to interrupt service and fire protection to about 350 residences and businesses for an extended period. In order to prevent a shutdown for that large of an area, the addition of a new 20-inch valve was provided at a cost of \$7,753.91. This reduced the shutdown area to about 50 customers. The interconnection near the intersection of Midland and Spradling revealed that the existing pipe material was concrete cylinder pipe instead of ductile iron pipe as reflected by the city's records. This required a new transition fitting to be provided at a cost of \$4,000.00. The contract time adjustment of 225 days is driven by the following seven items:

- 90 days - Delayed 24-inch valve delivery from manufacturer.
- 20 days - Required removal of undocumented abandoned underground fuel tank.
- 10 days - Gas line relocation by AOG.
- 30 days - 20-inch valve delivery and installation to minimize service area interruption.
- 15 days - Replacement of 2-inch galvanized line in poor condition along Pryor Street.
- 15 days - Transition fitting delivery and installation at Midland and Spradling.
- 45 days - Weather delays.
- 225 days

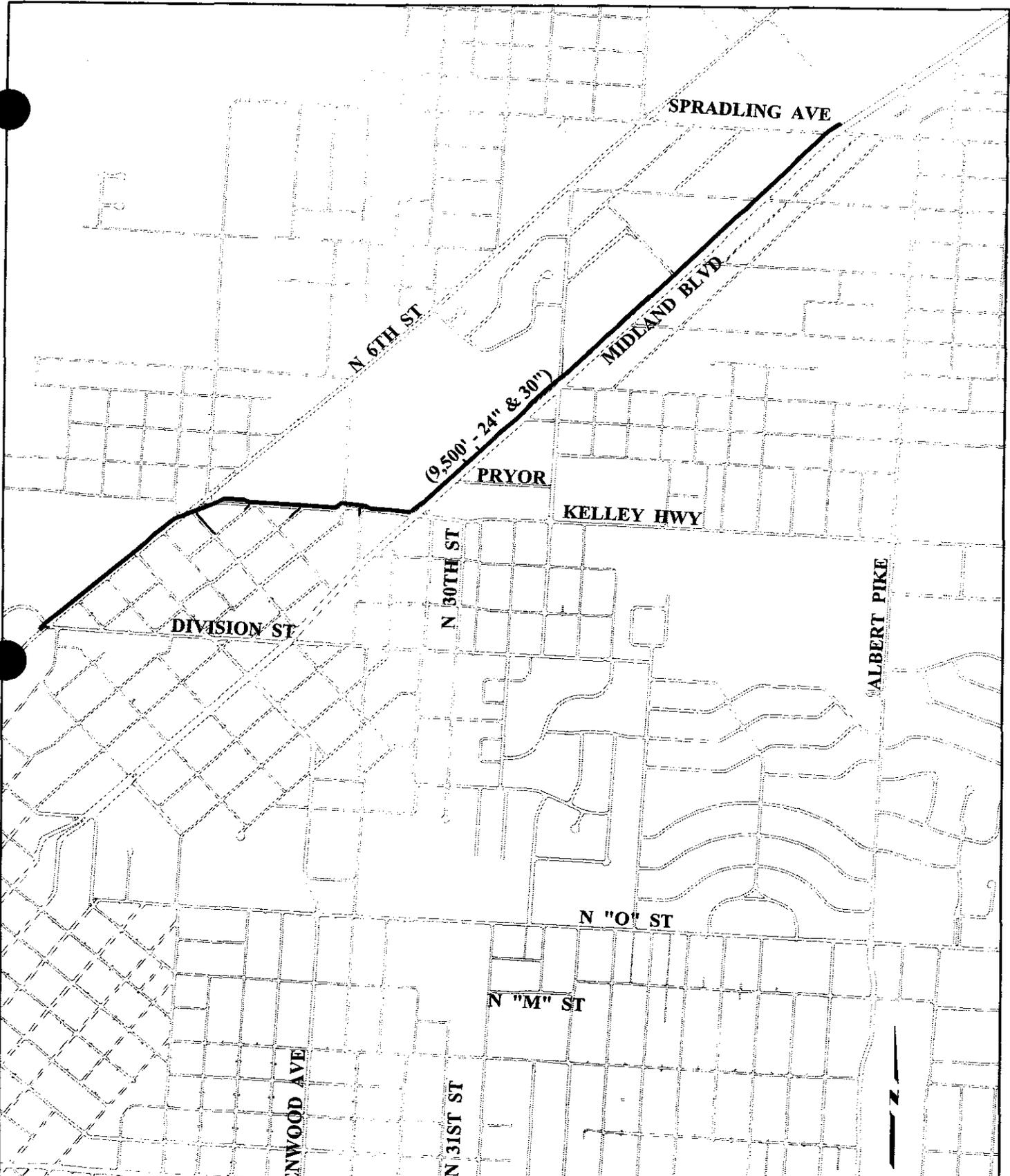
A Resolution is attached authorizing Change Order Number 2 in the amount of \$11,753.91, adjusting the final contract amount to \$3,251,183.91, and increasing the contract time by 225 days. A second Resolution is also attached which accepts the project as complete and authorizes final payment to The Burgess Company, Inc., in the amount of \$169,655.11. It is staff's recommendation that these Resolutions be presented to the Board for consideration at the next regularly scheduled meeting.

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

attachment

pc: Jeff Dingman

O:\UtilityDept\General\DWG\_DATA\Exhibits\107-04-E1\Mid Blvd 30in Trans Line - 2008\_07-04-C1\_Completion.dwg, 6/27/2011 5:11:28 PM, HYPRO:\UT\_HPL\B150\_01



**CITY OF FORT SMITH, ARKANSAS**  
**MIDLAND BLVD. 30" WATER TRANSMISSION LINE**  
PROJECT NO. 07-04-C1  
PROJECT VICINITY MAP

## Project Summary

Project status: Under construction

Project name: Midland Boulevard 30-Inch Water  
Transmission Line

Today's date: June 24, 2011

Project number: **07-04-C1**

Staff contact name: Steve Parke

Project engineer: Atkins Engineering

Staff contact phone: 784-2231

Project contractor: The Burgess Company, Inc.

Notice to proceed issued: December 7, 2009

Completion date: June 1, 2011

	Dollar Amount	Contract Time (Days)
Original contract	\$3,138,441.00	330
Change orders:		
Number One	\$100,989.00	0
Number Two	\$11,753.91	
Total change orders	\$112,742.91	<u>225</u>
Adjusted contract	<u>\$3,251,183.91</u>	<u>555</u>
Payments to date (as negative):	\$-3,081,528.80	94.8%
Amount of this payment (as negative)	\$-169,655.11	5.2%
Retainage held	\$0.00	
Contract balance remaining	\$0.00	0.0%
Amount over ( <del>under</del> ) as a percentage	3.6%	

### Contract Time Adjustments:

- 90 Days - Delayed 24-inch valve delivery from manufacturer.
- 20 Days - Required removal of undocumented abandoned buried fuel tank.
- 10 Days - AOG gas line relocation.
- 30 Days - Installation of 20-inch valve to minimize large service interruption due to existing valves not capable of shutting down (\$7,753.91).
- 15 Days - 2-inch line replacement along Pryor Street due to poor condition preventing tie-over to new line.
- 15 Days - Pipe material change required for interconnection with existing line at Midland and Spradling intersection (\$4,000.00).
- 45 Days - Weather delays.

225 Days

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN AMENDMENT TO THE  
CONVENTION CENTER LEASE AGREEMENT WITH THE  
FORT SMITH ADVERTISING AND PROMOTION COMMISSION**

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

The amendment to the lease agreement with the Fort Smith Advertising and Promotion Commission for the Convention Center is hereby approved. The Mayor is hereby authorized to execute said amendment on behalf of the City.

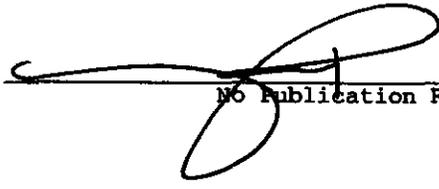
This Resolution passed this \_\_\_\_\_ day of July, 2011.

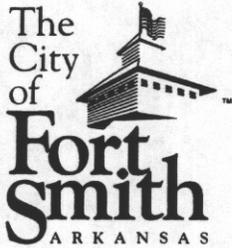
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
No Publication Required



## MEMORANDUM

July 1, 2011

**TO:** Mayor and Board of Directors

**FROM:** Ray Gosack, City Administrator

**SUBJECT:** Convention Center Lease Agreement

Earlier this year, the board approved an agreement with the Advertising and Promotion Commission for the A & P to operate the convention center. The agreement was contingent upon the enactment of the prepared food tax. The transition of the center to the A & P Commission's operation was to be effective July 1<sup>st</sup>.

The enactment of the prepared food tax is currently in abeyance. I believe it's still in the city's best interest for the A & P Commission to operate the convention center. The A & P Commission is willing to do so, provided the city pays the operating costs.

Attached is an amendment to the lease agreement which provides that the A & P Commission will operate the convention center, but that the city will bear the cost. Funds are available in the city's convention center fund, which had a balance of \$826,146 at May 31, 2011. This balance is reduced by approximately \$61,000 per month (the difference between operating expenses and operating income). The arrangement provided for in the lease amendment would continue until such time that a prepared food tax may be implemented or until November 30, 2011.

The staff recommends approval of the lease amendment. This will provide for operation of the convention center by the A & P Commission while implementation of the prepared food tax is in abeyance. If there's any questions or a need for more information, please contact me.

Attachment

*Ray*

## AMENDMENT TO LEASE AGREEMENT

**THIS AMENDMENT** made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Fort Smith, Arkansas ("Landlord" or the "City") and Fort Smith Advertising and Promotion Commission ("Tenant" or the "Commission"), to be effective July 1, 2011.

**WHEREAS**, by a lease dated July 1, 2011, the Landlord leased to the Tenant the premises described on Exhibit "A" and referenced in Paragraph 1.3 of the Lease Agreement for a term of ten (10) years commencing on July 1, 2011; and,

**WHEREAS**, the Prepared Food Tax levied by Landlord is currently in abeyance as the result of a preliminary injunction entered by the Sebastian County Circuit Court; and,

**WHEREAS**, the Landlord and the Tenant wish to amend the Lease in accordance with the terms and conditions hereof;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties agree that the recitals above are true and correct in all material respects.
2. The parties agree that the Lease is hereby modified and amended as follows:
  - (a) Until such time as the Prepared Food Tax levied by Landlord is implemented, Tenant shall continue to use and operate the Premises, but the cost of operation during such time shall be borne by the Landlord through funds in the Landlord's Convention Fund Account. If the Prepared Food Tax levied by Landlord is, by final court decision or otherwise, allowed to be implemented, then, at such time, the terms of this Amended Lease shall terminate and from that point forward the terms and conditions of the original Lease Agreement between Landlord and Tenant shall be in effect in their entirety.
  - (b) The thirteen (13) City employees currently assigned to work at the Fort Smith Convention Center shall, effective July 1, 2011, become employees of the Commission, with the same salaries and benefits as they now have.
  - (c) Any income derived from the operation of the Fort Smith Convention Center during the period of this amendment shall go into and be a part of the Landlord's Convention Fund Account.

(d) Subject to the provisions of 2(a) above, this present amendment to Lease Agreement shall terminate on November 11, 2011, unless extended by agreement of the parties.

3. The parties hereby confirm that all other terms and conditions of the Lease are in full force and effect, unamended except as expressly provided in this agreement and that time shall remain of the essence in the Lease.
4. This Amended Lease Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and such counterpart together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, this Amendment to Lease Agreement has been executed under seal as of the day and year first above written.

**LANDLORD:**

**City of Fort Smith, Arkansas**  
a city of the first class

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

**Fort Smith Advertising and Promotion  
Commission**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

R-28-11

**LEASE AGREEMENT**

**City of Fort Smith, Arkansas**

**Landlord**

**and**

**Fort Smith Advertising and Promotion Commission**

**Tenant**

**LEASE AGREEMENT**

**LANDLORD:** City of Fort Smith, Arkansas  
**TENANT:** Fort Smith Advertising and Promotion Commission  
**PREMISES:** Fort Smith Convention Center  
55 South 7<sup>th</sup> Street, Fort Smith, Arkansas

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**LEASE AGREEMENT**

This Lease Agreement (hereinafter sometimes referred to as the "Lease") is made and entered into as of July 1, 2011 (the "Commencement Date"), by and between City of Fort Smith, Arkansas, a city of the first class located in Sebastian County, Arkansas (hereinafter sometimes referred to as the "Landlord" or the "City") and Fort Smith Advertising and Promotion Commission, a commission of the City of Fort Smith (hereinafter sometimes referred to as the "Tenant" or the "Commission").

**WITNESSETH:**

For valuable consideration, the receipt and sufficiency of which each party acknowledges, Landlord and Tenant, intending to be legally bound, hereby agree with each other as follows:

**ARTICLE I  
DEFINITIONS AND FUNDAMENTAL PROVISIONS**

The following terms shall have the meanings set forth below when used in this Lease, except as may otherwise be specifically provided. The Rent shall be as set forth below subject to adjustment as provided in the Section cross referenced therewith.

1.1. **Addresses.**

Landlord: City of Fort Smith, Arkansas  
Attn: City Administrator  
P.O. Box 1908  
Fort Smith, Arkansas 72902

Tenant: Fort Smith Advertising and Promotion Commission  
Attn: Mr. Claude Legris, Executive Director  
2 North B Street,  
Fort Smith, Arkansas 72901

or such other address or addresses as a party may designate by written notice to the other party.

1.2. **Permitted Use.** The Premises shall be used for the following purposes and for no other purpose whatsoever: operation of a multi-purpose civic center for meetings and conventions, exhibitions, entertainment events and related uses, including without limitation the serving of food and drink, including alcoholic beverages.

1.3. **Premises.** The lands situated in the City of Fort Smith, Sebastian County, Arkansas more particularly described on Exhibit A attached hereto (the "Lands"), all buildings, structures and other improvements now or at any time hereafter erected and installed on the Lands (the "Improvements"), and all easements, rights of way and other appurtenances belonging or related to the Lands or Improvements (the Lands and Improvements are collectively referred to herein as the "Facility"). All furniture, fixtures, machinery and equipment used in the

operation of the Facility presently located in or associated with the Facility (the "*Equipment*"). The Facility and the Equipment are collectively referred to as the "*Premises*".

1.4. **Rent.** From and after the Commencement Date, Tenant shall pay to Landlord as rent hereunder the sum of One Dollar (\$1.00) per year. All Rents shall be payable in advance beginning on the Commencement Date and on each anniversary thereof during the Primary Term.

1.5. **Term.** Ten (10) years (the "*Term*" or "*Primary Term*"), to begin on the Commencement Date, subject to earlier termination as hereinafter provided. This Lease shall expire at midnight on the tenth (10<sup>th</sup>) anniversary of the Commencement Date (hereinafter sometimes referred to as the "*Expiration Date*").

## ARTICLE II DEMISED PREMISES

2.1. **Demise of Premises.** Landlord hereby leases to Tenant for the Term and Permitted Use specified herein and Tenant rents from Landlord the Premises, subject to the terms and conditions herein contained, and subject to all encumbrances, easements, restrictions, zoning laws, and governmental or other regulations affecting the Premises.

## ARTICLE III RENT AND OTHER CHARGES

3.1. **Payment of Rent.** During the Term, Tenant covenants and agrees to pay to Landlord at the address set forth in Section 1.1 above, without demand, deduction or setoff, except as specifically provided elsewhere in the Lease, all Rent and other charges as defined in Section 1.5.

3.2. **Utilities.** The utilities for the Premises are separately metered. Tenant shall pay for, and be solely responsible for all utilities required, used or consumed in the Premises, including, but not limited to water, sanitary sewer service, garbage collection, gas, telephone, electricity, or any similar service (herein sometimes collectively referred to as the "*Utility Services*").

3.3. **Real Estate Taxes, Personal Property Taxes and Rent Tax.** Landlord and Tenant hereby acknowledge that the Premises are currently shown as "Exempt" on the books of the Sebastian County Assessor and that no real estate, personal property or other ad valorem taxes are assessed or paid on the Premises. In the event the Premises cease to be deemed exempt from ad valorem taxes and those taxes are levied against the Premises, Tenant shall be responsible for the payment of such taxes and assessments and Landlord shall cooperate with Tenant in any efforts to cease the levy and collection of those taxes.

3.4. **Insurance.** Tenant, at its sole cost and expense, shall maintain fire and extended coverage insurance on the Premises with a limit no less than the full insurable value of the Improvements including any leasehold improvements constructed by Tenant. Landlord shall be named as an additional insured party under the insurance policy. Tenant shall provide insurance

coverage for the contents, furniture, fixtures and equipment from whatever source as Tenant may elect.

**ARTICLE IV**  
**USE OF PREMISES**

4.1. **Tenant's Use.** Tenant shall use the Premises solely for the Permitted Use specified in Section 1.3. Tenant will at all times operate the Premises as a convention center within the requirements of the Advertising and Promotion Commission Act, Ark. Code Ann. §§ 26-75-601 through 606 so as to permit the use of revenues received from any tax levied under such Act for the benefit of the Premises.

4.2. **Legal Operation of Premises.** Tenant shall not use or suffer or permit the Premises, or any part thereof, to be used for any purpose or use in violation of the Lease or applicable law. Tenant shall have the right to contest any alleged violation of law provided that the interest of Landlord in the Premises is not at unreasonable risk as the result of such contest or from any adverse judgment in Landlord's reasonable discretion.

4.3. **Alterations to Facility.** Tenant shall have the right from time to time during the Term to make non-structural additions, alterations and changes in or to the Improvements at its sole cost and expense. Tenant may make structural modifications to the Improvements and construct additional improvements only with the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall submit to Landlord plans and specifications for any structural modifications or additional improvements. All work by Tenant on the Facility shall be performed in a workmanlike manner with high quality materials and shall be prosecuted diligently to completion. All such permanent alterations shall remain upon and become a part of the Facility and shall become Landlord's property upon the termination of this Lease. Tenant shall have no obligation to remove any such modifications or improvements or restore the Facility to its original condition at the expiration of the Term.

4.4. **Liens.** Tenant will not create or permit to be created or to remain, and will discharge (or bond over, within sixty (60) days following notice of the filing thereof), as provided below, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, except for any such liens attributable to the acts or omissions of Landlord. If Tenant fails to discharge or bond over any such liens, encumbrances or charges as may be placed upon the Premises, Landlord may, but shall not be obligated to, remove any such lien, whereupon Tenant shall reimburse Landlord upon written demand for all sums so expended by Landlord, including attorney's fees in connection therewith, and interest thereon from the date of Landlord's payment, until reimbursement at the rate of four (4%) percent over the then Prime Rate as published daily under the heading "Money Rates" in The Wall Street Journal, unless such rate be usurious as applied to Tenant, in which case the highest permitted legal rate shall apply (the "Interest Rate"). Tenant will pay, protect and indemnify Landlord promptly upon demand therefor, from and against all liabilities, losses, claims, damages, costs and expenses, including reasonable attorney's fees, incurred by Landlord by reason of the filing of any lien and/or the removal of the same.

**ARTICLE V**  
**REPAIRS AND MAINTENANCE**

5.1. **Maintenance and Repair Obligations of Tenant.** Tenant shall, at Tenant's expense, at all times maintain the Premises, including the roof, foundation, exterior walls of the Facility, gutters and water spouts, utility services extending to the service connections within the Facility and all interior wiring, plumbing, pipes, conduits and other utilities and sprinkler fixtures, all interior non-structural portions of the Facility (specifically including the windows and doors of the Facility), the HVAC systems serving the Facility, and all the Equipment in good order and repair. In the event Tenant fails to perform any of its obligations as required hereunder within thirty (30) days after receipt of written notice, Landlord may, but shall not be required to, perform and satisfy same with Tenant hereby agreeing to reimburse Landlord, as additional rent, for the cost thereof promptly upon written demand, together with interest thereon at the Interest Rate from the date of payment by Landlord to the date of reimbursement. Notwithstanding the above, Tenant may in its reasonable discretion determine that some or all of the Equipment cannot be repaired or is no longer useful due to ordinary wear and tear or obsolescence. In such event Tenant may dispose of such Equipment and, at its sole cost and expense, replace the disposed Equipment with Equipment of equal utility and benefit for the Facility's operation. All such replacement Equipment shall become the property of Landlord and subject to this Lease. Tenant hereby assumes all contracts between Landlord and third parties existing on the Commencement Date for the maintenance and upkeep of the Premises. The assumption shall be effective as of the Commencement Date. Subject to the terms thereof, Tenant shall have no obligation to renew or extend any such maintenance contracts. A list of the maintenance contracts assumed by Tenant is set forth on Exhibit B attached hereto.

5.2. **Inspection of the Premises.** Tenant may obtain, at its sole cost and expense, an inspection of the Premises covering, without limitation, any or all electrical, mechanical, HVAC, plumbing and fire protection systems, roof, structural components and condition of the Equipment. The inspections shall be conducted by one or more consultants engaged by Tenant at its sole discretion. The inspectors shall provide a report of their findings, which may include an estimate of the cost to return any deficient systems or Equipment to operation in accordance with applicable manufacturer's specifications and an opinion on systems or Equipment that will require material expense for maintenance or replacement during the Primary Term of this Lease. After receipt of the inspection reports, Tenant may provide written notice to Landlord (a "Deficiency Notice") concerning deficient systems, structural components or Equipment the cost of which to repair or replace will be material. Any Deficiency Notice shall be delivered to Landlord on or before sixty (60) days after the Commencement Date. Landlord and Tenant shall thereafter negotiate in good faith to reach agreement on the responsibility for the cost and expense of repair, maintenance or replacement of the items set out in the Deficiency Notice. If Landlord and Tenant have not reached agreement on such matters within thirty (30) days after Tenant's delivery of the Deficiency Notice (the "Negotiation Period"), then Tenant shall have the right, in its sole discretion, to terminate the Lease. Any such termination shall be effected by written notice to Landlord on or before five (5) Business days after the expiration of the Negotiation Period. Tenant shall have thirty (30) days after delivery of such termination notice to vacate the Premises and thereafter neither party shall have any further obligation under the Lease.

**ARTICLE VI**  
**INSURANCE AND INDEMNIFICATION**

6.1. **Tenant Insurance.** Tenant shall maintain at its sole expense during the Term commercial general liability insurance covering the Premises and the adjoining streets, sidewalks and passageways in an amount not less than \$1,000,000.00 for injury or death to any one person and \$2,000,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount not less than \$500,000.00 in companies licensed and in good standing in the State of Arkansas. Tenant will cause such insurance policies to name Landlord and its agents as additional insureds and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force worker's compensation or similar insurance to the extent required by law, which coverage may be provided through an arrangement with Landlord or, if separate, shall provide benefits substantially similar to the coverage provided by Landlord to its employees. Tenant shall deliver certificates of such insurance to Landlord upon written request. Should Tenant fail to effect and maintain the insurance called for herein, Landlord may, at its sole option after ten (10) business days prior written notice to Tenant and Tenant's failure to procure same and provide proof thereof to Landlord within said ten (10) business days, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord, as additional rent following invoice, together with interest thereon at the Interest Rate from the date of Landlord's payment until reimbursement. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord that it will give Landlord ten (10) days prior written notice before the policy or policies in question shall be altered or canceled.

6.2. **Indemnification.** Tenant hereby agrees to indemnify and hold Landlord wholly harmless from any and all claims, damages, liabilities or expenses (including, without limitation, reasonable attorney's fees and the costs of defending any action) arising out of (i) Tenant's use of the Premises, (ii) any and all claims by third parties arising out of or due to the acts or omissions of Tenant, its agents, contractors, employees or licensees after the expiration of any notice and cure period, (iii) the negligence or willful acts or omissions of Tenant, its agents, contractors, employees or licensees, regardless of whether or where such negligence, acts or omissions occurred or (iv) the injury to, or death of, any persons or damage to, or destruction of any property occurring in the Premises. Tenant further releases Landlord from liability for any damages sustained by Tenant, or any other person claiming by, through or under Tenant, due to the Premises or any part thereof, or any appurtenances thereto, becoming out of repair, or due to the happening of any accident, including, but not limited to, any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus. Landlord shall not be liable for any damage to, or loss of, Tenant's personal property, inventory, fixtures or improvements from any cause whatsoever, unless caused by the negligence or willful misconduct of Landlord or its agents, contractors, employees or licensees and then only to the extent not covered by insurance to be obtained by Tenant in accordance with this Article. The foregoing indemnity obligation of Tenant shall include reasonable attorney's fees, investigation costs, and all other reasonable costs and expenses incurred by Landlord and shall survive the termination of this Lease.

6.3. Subrogation. Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, to the Premises or its contents arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is required to be carried pursuant to the Lease (to the extent of receipt of proceeds pursuant to such policies of insurance). The insurance policies obtained by Tenant pursuant to this Lease shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the non-insuring party. The foregoing release and the foregoing requirement for waivers of subrogation shall be operative only so long as the same shall neither preclude the obtaining of such insurance nor diminish, reduce or impair the liability of any insurer.

**ARTICLE VII**  
**DAMAGE TO PREMISES AND CONDEMNATION**

7.1. Fire, Explosion or Other Casualty. If the Premises is damaged by fire, tornado or other casualty covered by the insurance policies maintained hereunder, and such damage cannot be fully rebuilt or repaired within ninety (90) days after the date of the casualty, then Tenant shall have the right to terminate this Lease upon written notice to Landlord and this Lease shall terminate upon the date set forth in such notice and neither party shall have any further obligations hereunder except that any obligation to indemnify the other for pre-termination events shall survive. If Tenant elects not to terminate this Lease or the damage may be repaired in less than the ninety days, then the Premises shall be promptly repaired and restored by Tenant to not less than substantially the same condition in which it was immediately preceding the casualty, but Tenant shall not be obligated to spend in excess of any insurance proceeds actually received by Tenant as a result of such damage or casualty. Landlord shall release any interest in the insurance proceeds to fund such work. If Tenant elects to terminate this Lease, Tenant shall assign to Landlord all rights to insurance proceeds related to the Premises.

7.2. Condemnation. In the event that the Premises, or any part thereof, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, then the Lease shall, at the sole option of Tenant, forthwith cease and terminate. If Tenant does not elect to terminate this Lease following any such condemnation, Tenant shall, as soon as reasonably practicable following such condemnation, restore the Premises to an integrated whole, but Tenant shall not be obligated to spend in excess of any condemnation award actually received by Tenant as a result of such condemnation and receipt of any compensation awarded for any taking. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Tenant, and Landlord shall have no claim thereto, the same being hereby expressly waived by Landlord, provided however that if this Lease is terminated by Tenant as a result of any condemnation, Landlord shall be entitled to claim from the condemning authority, such compensation as may be awarded or recoverable by Landlord on account of any and all damage to Landlord's interest in the Premises, or for any other damages compensable separately to Landlord

**ARTICLE VIII**  
**ASSIGNMENT AND SUBLETTING**

8.1. **Assignment and Subletting.** Tenant shall not have the right to assign this Lease, sublease the entirety of the Premises, or pledge or hypothecate its interest in the Premises or Lease without Landlord's prior written consent. Any assignment, unauthorized sublease, pledge or hypothecation executed without Landlord's consent shall be void. Tenant may sublease without consent (i) all or any part of the Premises in the ordinary course of business of the Premises and (ii) portions of the Premises to one or more third party providers of convention and event related services, including without limitation, event promoters, caterers, and event ticket sales and distribution companies.

**ARTICLE IX**  
**SUBORDINATION AND ATTORNMENT**

9.1. **Attornment.** Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining Term provided such successor recognizes this Lease and Tenant's rights thereunder.

9.2. **Estoppel Certificate.** Within thirty (30) days after request therefor by Landlord, or upon a request associated with any sale, assignment or hypothecation of the Premises by Landlord, Tenant hereby agrees to deliver an estoppel certificate to Landlord or any proposed mortgagee or purchaser of the Premises certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the Lease is in full force and effect as modified), that there are no defenses or setoffs thereto (or stating those claimed by Tenant), the dates to which rent and other charges hereunder have been paid and such other matters as Tenant may be required to provide Landlord pursuant to the Lease.

9.3. **Tenant's Lender Requirements.** Landlord does, if requested, likewise agree to execute estoppel letters containing the information described in Section 9.2 above and other reasonable instruments for the benefit of Tenant's lender(s), if any, within thirty (30) days of written request therefor. No such instrument shall function as a material modification of this Lease or the waiver of any material right on the part of Landlord or impose any new material obligation on Landlord. Landlord may refuse to execute any estoppels letter that includes terms prohibited by the preceding sentence.

**ARTICLE X**  
**DEFAULT, REMEDIES AND BANKRUPTCY**

10.1. **Default of Tenant and Remedies of Landlord.** In the event of default by Tenant hereunder, Landlord may at its option invoke all of the remedies set forth in this Article X or otherwise available (in law or equity) to Landlord under the laws of the United States or the State of Arkansas. In the event Tenant shall not commence and proceed diligently to effectuate any actions required by Landlord and which Tenant is obligated to effect under the terms of the Lease, as specified in any notice given Tenant hereunder provided said notice period is at least equivalent to that set forth in this Lease, Landlord may at its sole discretion do such things as are specified in said notice, and Tenant hereby grants to Landlord access to the Premises if same is

required by Landlord in furtherance thereof. Landlord shall have no liability to Tenant for any loss or damage whatsoever (except for the negligence or willful act of Landlord, its agents or employees) resulting from such entry or such action by Landlord, and Tenant hereby agrees to pay as Rent, within ten (10) days after written demand, any reasonable expenses incurred or paid by Landlord in taking such action. Each of the following shall be deemed a default by Tenant and a breach of this Lease (each, a "default"). In the event that Tenant: (i) fails to pay all or any portion of any sum due from Tenant hereunder for Rent within ten (10) days after written notice that same is due; (ii) fails to reimburse Landlord for sums advanced by Landlord on Tenant's behalf hereunder or pursuant to any exhibit hereto within ten (10) business days following written notice to Tenant that such payment is overdue; (iii) fails to immediately cease all conduct prohibited hereby within thirty (30) days after receipt of written notice by Tenant; (iv) fails to take such actions within thirty (30) days after written notice from Landlord as are required by Landlord to remedy Tenant's failure to perform any of the terms, covenants, and conditions hereof; (v) is adjudged as bankrupt or insolvent or files any debtor proceeding or if Tenant shall take or have taken against Tenant any petition of bankruptcy which is not vacated within ninety (90) days, or if Tenant shall take action or have action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets which is not vacated within ninety (90) days, or shall make an assignment for the benefit of creditors or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (it being understood that any or all of such occurrences shall be deemed a default on account of bankruptcy for the purposes hereof and that such default on account of bankruptcy shall apply to and include any guarantor of this Lease); (vi) commits waste to the Premises or is otherwise in default hereunder, and such default shall not have been cured within thirty (30) days following written notice from Landlord (it being agreed that in the event such default shall not be curable by the payment of money and shall be of such a nature as to reasonably require more than thirty (30) days to cure, then Tenant shall not be deemed in default provided Tenant commences the cure of such default within said thirty (30) day period and thereafter continuously prosecutes said cure to completion within ninety (90) days), then and in such event, Landlord may at its option and upon ten (10) days notice to Tenant, reenter and resume possession of the Premises. Notwithstanding such reentry with legal process by Landlord, and except for the negligence of Landlord, Tenant hereby releases Landlord from and against any and all loss or damage which Tenant may incur by reason of the termination of this Lease and/or Tenant's right to possession hereunder pursuant to the terms of this Lease or as a matter of law.

10.2. Remedies Cumulative. All rights and remedies of either party herein created or remedies otherwise existing at law or equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as the exercising party shall deem desirable. The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions, and agreements of this Lease shall not be deemed a waiver of any of said rights and remedies concerning any subsequent or continuing breach or default by the other of any of the covenants, conditions, or agreements of this Lease. No surrender of the Premises shall be affected by Landlord's acceptance of Rent or by any other means whatsoever unless the same be evidenced by Landlord's written acceptance of such as a surrender.

10.3. Remedies of Tenant. Landlord agrees that with respect to any default by Landlord hereunder, Tenant may invoke all rights and remedies available at law or equity to Tenant under the laws of the United States or the State of Arkansas.

ARTICLE XI  
SURRENDER OF PREMISES

11.1. Surrender of Premises, Holding Over and Abandonment of Tenant's Trade Fixtures. Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Premises, including the alterations, additions, improvements, changes, fixtures and Equipment, in broom-clean condition and in good repair, ordinary use, wear, damage by fire or other casualty excepted. Tenant agrees to remove Tenant's office furniture, computers and electronics, and office equipment upon such expiration or termination and to repair all damage to the Premises caused by or resulting from such removal. Tenant's failure to remove all or part of Tenant's personal property and restore the Premises within thirty (30) days after such expiration or termination shall be deemed an abandonment to Landlord of such property and, if Landlord elects to remove all or any part of said personal property, such removal, including the cost of repairing any damage to the Premises caused by or resulting from such removal, shall be paid by Tenant.

ARTICLE XII  
ACCESS TO PREMISES

12.1. Access to Premises. Tenant agrees that Landlord, its agents, employees, or servants or any person authorized by Landlord may enter the Premises during normal business hours to inspect the condition of same and to make such repairs to the Premises as Landlord may elect to make in accordance with the terms and provisions of this Lease (Landlord agreeing to repair any damage to the Premises occasioned by such entry and to provide two (2) days' written notice to Tenant of its intent to make repairs to the Premises, except in the case of an emergency where no such prior notice shall be required). Nothing in this Article XII, however, shall be deemed or construed to impose upon Landlord any obligation or liability whatsoever for care, supervision, repair, improvement, addition, change, or alteration of the Premises.

ARTICLE XIII  
MISCELLANEOUS

13.1. Successors and Assigns. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

13.2. Entire Agreement. This Lease and any Exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Premises. No amendments, modifications of or supplements of this Lease shall be effective unless in writing and executed by Landlord and Tenant.

13.3. Late Charges. If Tenant shall fail to make any payment of Rent within ten (10) days after notice that the same is past due, such amount shall bear interest at the Interest Rate, and Tenant shall pay a late fee equal to five percent (5%) of the amount past due, it being

understood that said amounts shall constitute liquidated damages and shall be for the purpose of reimbursing Landlord for additional costs and expenses which Landlord presently expects to incur in connection with the handling and processing of late Rent payments. The payment of the above listed amount is in addition to any other remedy provided in this Lease.

13.4. Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreements of this Lease is of the essence of this Lease.

13.5. Recording of this Lease. A short form or memorandum of this Lease may be recorded by Tenant upon review and approval and execution of the same by Landlord.

13.6. Relationship of Parties. Nothing herein shall be construed so as to constitute a joint venture or partnership between Landlord and Tenant.

13.7. No Presumption Against Drafter. Landlord and Tenant understand, agree, and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) that, in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

13.8. Force Majeure. In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Lease to be performed by the party and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay. In no event shall such delay constitute a termination or extension of this Lease. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Rent as due under any provision hereof.

13.9. Governing Law. This Lease shall be construed under the laws of the State of Arkansas.

13.10. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

13.11. Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party hereto.

13.12. Survival of Obligations. The provisions of this Lease with respect to any obligation of either party to pay any sum in order to perform any act required by this Lease after

the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

13.13. Headings, Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires. All Exhibits attached to this Lease are by this reference incorporated herein.

13.14. Consents and Approvals. Whenever any provision of this Lease requires approval or determination by a party, the party shall promptly exercise its judgment and promptly communicate its decision to the other party.

13.15. Hazardous Materials. Tenant shall not cause or permit any Hazardous Material (as defined herein) to be brought, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees except for Hazardous Material used by Tenant, its agents, employees, contractors or invitees in connection with activities permitted by this Lease and in accordance with applicable law. Tenant hereby indemnifies Landlord from and against any breach by Tenant of the obligations stated in the preceding sentence, and agrees to defend and hold Landlord harmless from and against any and all loss, damage, cost and/or expenses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Term as a result of such breach. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises which results from such a breach. Without limiting the foregoing, if the presence of any Hazardous Material in the Premises caused or permitted by Tenant results in any contamination of the Premises Center, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the conditions existing prior to the introduction of such Hazardous Material to the Premises; provided that the Landlord's approval of such actions, and the contractors to be used by Tenant in connection therewith, shall first be obtained.

As used herein, the term "*Hazardous Material*" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority or the United States Government. The term "*Hazardous Material*" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under the law of the jurisdiction where the property is located, or (ii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (iii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 47 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903), or (iv) defined as a "hazardous substance" pursuant to

Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* (42 U.S.C. § 9601).

As used herein, the term "Laws" means any applicable federal, state, or local laws, ordinances, or regulation relating to any Hazardous Material affecting the Town Center, including, without limitation, the laws, ordinances, and regulations referred to in Section 13.10 above.

Landlord and its employees, representatives and agents shall have access to the Premises during reasonable hours and upon reasonable notice to Tenant in order to conduct periodic environmental inspections and tests of Hazardous Material contamination of the Premises, provided that Landlord and its employees, representatives and agents shall use all reasonable efforts to not interfere with Tenant's business in the Premises in exercise of such rights.

13.16. Existing Reservations and Bookings. Tenant shall assume and honor the existing reservations and bookings for use of the Facility set forth on Exhibit C attached hereto.

13.17. Counterparts. This Lease may be executed in one or more counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Lease.

13.18. Notice. Any notice permitted or required to be delivered under this Lease may be delivered either personally, by mail, or by express delivery service. If delivery is made by mail, it will be deemed to have been delivered and received three business days after a copy of the notice has been deposited in the United States mail, postage prepaid, with the address set forth in Section 1.1 above, or if to Tenant, at the Premises. If delivery is made by express delivery service, it will be deemed to have been delivered and received one business days after a copy of the notice has been deposited with an "overnight" or "same - day" delivery service, properly addressed. A party's address for notice may be changed from time to time by notice in writing to the other party. A true copy of any notice given under this Lease shall also be transmitted by email or facsimile machine, but the recipient's failure to receive the notice transmitted in that manner shall not invalidate the notice.

13.19. Annual Report. On or before [June 1] of each calendar year, Tenant shall provide Landlord with a report of the financial condition of the Premises, a budget for the upcoming fiscal year, significant events hosted, and other material information concerning the operation of the Premises

13.20. Repeal of Prepared Food Tax. Tenant shall have the right to terminate this Lease in the event the Prepared Food Tax levied by Landlord by ordinance approved by vote of the electorate and used by Tenant for the operation of the Premises is repealed or modified in any manner resulting in a reduction of the proceeds of such tax. Tenant shall give written notice to Landlord of such termination on or before ninety days after the effective date of the repeal or modification and state the effective date of the termination, which shall be not sooner than thirty (30) days after the date of the notice.

IN WITNESS WHEREOF this Lease has been executed under seal as of the day and year first above written.

**LANDLORD:**

**City of Fort Smith, Arkansas**  
a city of the first class

By: *Sandy Sanders*

Print Name: Sandy Sanders

Title: Mayor

**TENANT:**

**Fort Smith Advertising and Promotion  
Commission**

By: *Sandy Sanders*

Print Name: Sandy Sanders

Title: Chairman

**EXHIBIT A**

**PROPERTY DESCRIPTION**

**[[CONFIRM DESCRIPTION]]**

All of Blocks 522 and 533 and part of abandoned Garland Street, City of Fort Smith, Sebastian County, Arkansas

**EXHIBIT B**

**ASSUMED MAINTENANCE CONTRACTS**

**Trane of Arkansas - Service Chillers, Boilers, HVAC System**

**Marmic Fire & Safety - Fire Alarm System**

**Chemaqua - Chemicals for Boilers and Cooling Tower**

**Concessions Contract: Neumeier's**

**Vending Contract: Compass Group**



**EXHIBIT C  
ASSUMED RESERVATIONS AND BOOKING AGREEMENTS**

**NOTE THIS REPORT WAS COMPLETED FEBRUARY 11, 2011  
DUE TO DAILY BOOKINGS/PROPOSALS ADDITIONS AND CHANGES WILL OCCUR**

FBLA - Conference	Special School Dist. of Ft. Sm. - FBLA #071241-001	2/11/2011	2/14/2011	SIGNED CONTRACT	KHOBBSS
NAACP	Leflore Co. NAACP	2/12/2011	2/12/2011	CONTRACT SENT	JRICH E
Convention Commission Mtg	Fort Smith Convention Center	2/16/2011	2/16/2011	SIGNED CONTRACT	DROSS
Metcalf Gun Show - #085275-001	Warren Metcalf Productions, Inc.	2/18/2011	2/20/2011	SIGNED CONTRACT	KHOBBSS
FranklinCovey	FranklinCovey	2/23/2011	2/23/2011	SIGNED CONTRACT	JRICH E
Job Fair - #087591-001	Sykes Enterprises - 087591-001	2/23/2011	2/26/2011	CONTRACT SENT	KHOBBSS
Cell Phone Distribution	Liberty Wireless	2/25/2011	2/27/2011	TENTATIVE HOLD	JRICH E
A Chorus Line - #071243-001	University of Arkansas Fort Smith	2/28/2011	3/1/2011	SIGNED CONTRACT	JRICH E
Fort Smith Regional Art Museum - Welcomes Our New	Mayor's Events	3/3/2011	3/3/2011	CONTRACT SENT	KHOBBSS
Circle of Friends Poker & Bunko Night	AR Children's Hospital - Greater Area Circle of Friends Fort	3/5/2011	3/5/2011	CONTRACT SENT	JRICH E
2011 Bella Notte Gala	Young Emerging Leaders	3/5/2011	3/5/2011	SIGNED CONTRACT	KHOBBSS
Civil Service Exams (Fire or Police?)	Human Resources	3/7/2011	3/7/2011	CONTRACT SENT	DROSS
Miss UAFA Pageant - #071243-001	University of Arkansas Fort Smith	3/9/2011	3/12/2011	SIGNED CONTRACT	JRICH E
Project Compassion - 071366-001	Mayor's Events	3/10/2011	3/10/2011	CONTRACT SENT	KHOBBSS
Sayakoumane & Sysomphou Wedding	Sayakoumane Sysomphou	3/12/2011	3/12/2011	SIGNED CONTRACT	KHOBBSS
Trewey Entertainment	Trewey Entertainment	3/12/2011	3/12/2011	CONTRACT SENT	JRICH E
MAPETS 2011 Conference	Rotary International - MAPETS #071286-001	3/17/2011	3/19/2011	SIGNED CONTRACT	JRICH E
Friends of the NRA - #071369-001	Friends of the NRA - #071369-001	3/19/2011	3/19/2011	SIGNED CONTRACT	DROSS
"Satisfaction" Rolling Stones	Team at Work for All Charities	3/19/2011	3/19/2011	SIGNED CONTRACT	KHOBBSS
River Valley Lawn & Garden Show 2011 - Account # C	Arkansas River Valley Lawn & Garden	3/23/2011	3/28/2011	SIGNED CONTRACT	KHOBBSS
CATS	Columbia Artist Theater	3/23/2011	3/25/2011	PROPOSAL	KHOBBSS
Cutes and Beauties Prelim.	Kacey Bell	3/26/2011	3/26/2011	CONTRACT SENT	JRICH E
Pippi Longstockings	American Theater of Arts for Youth	3/30/2011	3/30/2011	PROPOSAL	KHOBBSS
Civil Service Exams (Fire or Police?)	Human Resources	4/4/2011	4/4/2011	CONTRACT SENT	DROSS
The Renaissance Tour - #087514-001	Red Letter Productions LLC	4/7/2011	4/7/2011	SIGNED CONTRACT	KHOBBSS
Poverty Simulation - Carl Perkins Program	Arkansas Department of Higher Education/Carl Perkins Prog	4/8/2011	4/8/2011	SIGNED CONTRACT	KHOBBSS
Metcalf Gun Show	Warren Metcalf Productions, Inc.	4/8/2011	4/10/2011	SIGNED CONTRACT	DROSS



**EXHIBIT C**

**ASSUMED RESERVATIONS AND BOOKING AGREEMENTS**

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2011 Mountainburg High School Prom - #087206-001	Mountainburg High School	4/8/2011	4/9/2011	SIGNED CONTRACT	KHOBBSS
Arkansas Federation of Garden Clubs 2011 Convention	Arkansas Federation of Garden Clubs	4/11/2011	4/11/2011	PROPOSAL	KHOBBSS
Jazz Spring Concert - 071243-001	University of Arkansas Fort Smith	4/13/2011	4/14/2011	SIGNED CONTRACT	JRICE
Fort Smith Symphony - #071237-001	Fort Smith Symphony	4/15/2011	4/16/2011	SIGNED CONTRACT	JRICE
Roland Prom 2011 - #071234-001	Roland High School	4/15/2011	4/16/2011	SIGNED CONTRACT	JRICE
Greenwood High School Prom - #071291-001	Greenwood Prom	4/15/2011	4/16/2011	SIGNED CONTRACT	KHOBBSS
Snow - Murphy Wedding Ceremony - #083739-001	Snow - Murphy Wedding	4/16/2011	4/16/2011	CONTRACT SENT	KHOBBSS
Recording Sessions - Ft. Smith Symphony - #071237-0	Fort Smith Symphony	4/17/2011	4/18/2011	SIGNED CONTRACT	JRICE
Symphonic Band Spring Concert - #071243-001	University of Arkansas Fort Smith	4/20/2011	4/21/2011	SIGNED CONTRACT	JRICE
Breast Cancer Survivor Breakfast - #071366-001	Mayor's Events	4/22/2011	4/23/2011	SIGNED CONTRACT	KHOBBSS
Choral Spring Concert - 071243-001	University of Arkansas Fort Smith	4/25/2011	4/26/2011	SIGNED CONTRACT	JRICE
State Volunteer Mutual Seminar - #071321-001	State Volunteer Mutual	4/27/2011	4/28/2011	SIGNED CONTRACT	DROSS
Alice in Wonderland	Western Arkansas Ballet	4/27/2011	4/30/2011	SIGNED CONTRACT	KHOBBSS
Christian Congregation of Jehovah's Witnesses - Arka	Christian Congregation of Jehovah's Witnesses	4/29/2011	5/1/2011	SIGNED CONTRACT	KHOBBSS
Center for Art & Education 5 X 5 Event #086833-001	Center for Art & Education	4/30/2011	4/30/2011	SIGNED CONTRACT	JRICE
Mayor's Honor to Visual and Performing Arts 2011 - #0	Mayor's Events	5/2/2011	5/3/2011	CONTRACT SENT	KHOBBSS
TNA Wrestling Live	TNA Entertainment LLC	5/4/2011	5/9/2011	SIGNED CONTRACT	KHOBBSS
Medicaid Managed Care Conference	Medicaid Managed Care Conference	5/5/2011	5/5/2011	CONTRACT SENT	DROSS
Webster University Graduation - #071307-001	Webster University	5/6/2011	5/7/2011	SIGNED CONTRACT	KHOBBSS
Shining Stars Dance Recital	Shining Stars Dance Studio	5/12/2011	5/14/2011	SIGNED CONTRACT	KHOBBSS
Merzall Gun Show	Warren Metzall Productions, Inc.	5/13/2011	5/15/2011	SIGNED CONTRACT	DROSS
Northside High School Senior Dinner	Northside High School	5/17/2011	5/17/2011	CONTRACT SENT	KHOBBSS
Fort Smith Symphony - 071237-001	Fort Smith Symphony	5/20/2011	5/21/2011	SIGNED CONTRACT	JRICE
Johnson / Dye Wedding	Johnson / Dye Wedding	5/21/2011	5/21/2011	CONTRACT SENT	JRICE
Attitudes Performing Arts Recital	Attitudes Performing Arts	5/23/2011	5/28/2011	CONTRACT SENT	KHOBBSS
Hocott Bell Wedding	Hocott Bell Wedding	5/27/2011	5/29/2011	CONTRACT SENT	KHOBBSS
Avon	Avon	6/1/2011	6/2/2011	TENTATIVE HOLD	JRICE



**EXHIBIT C  
ASSUMED RESERVATIONS AND BOOKING AGREEMENTS**

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Franco Wedding Reception		6/4/2011	6/4/2011	SIGNED CONTRACT	JRICHE
River City Safety Council 2011 - #071363-001		6/7/2011	6/8/2011	CONTRACT SENT	JRICHE
June 9 - 12, 2011 - Jehovah's Witnesses - #079372-0	Christian Congregation of Jehovah's Witnesses	6/8/2011	6/14/2011	SIGNED CONTRACT	KHOBBS
June 16 - 19, 2011 - Jehovah's Witnesses - #079372-C	Christian Congregation of Jehovah's Witnesses	6/15/2011	6/20/2011	SIGNED CONTRACT	KHOBBS
June 24 - 26, 2011 - Jehovah's Witnesses - #079372-C	Christian Congregation of Jehovah's Witnesses	6/22/2011	6/27/2011	SIGNED CONTRACT	KHOBBS
Jones Martindale Ceremony & Reception	Martindale Jones Wedding	7/1/2011	7/2/2011	CONTRACT SENT	KHOBBS
Spoon Wedding & Reception - #087369-001	Robbie Spoon	7/22/2011	7/23/2011	CONTRACT SENT	JRICHE
Ruiz / Palecos Wedding - #087622-001	Miguelena Ruiz	7/30/2011	7/30/2011	CONTRACT SENT	JRICHE
AR Cattlemen 2011 Conference	Arkansas Cattlemen	8/10/2011	8/14/2011	PROPOSAL	KHOBBS
Fort Smith Public Schools - #071241-001	Fort Smith Public Schools	8/16/2011	8/16/2011	SIGNED CONTRACT	JRICHE
Kathryn Hobbs 16th Birthday Celebration	Kathryn Hobbs 16th Birthday Celebration	8/20/2011	8/20/2011	CONTRACT SENT	JRICHE
Bead Show	Bead Show	8/26/2011	8/28/2011	SIGNED CONTRACT	JRICHE
Music Festival	Fort Smith Symphony	9/8/2011	9/11/2011	TENTATIVE HOLD	JRICHE
Prestige Platinum Dinner	First National Bank of Fort Smith	9/13/2011	9/13/2011	TENTATIVE HOLD	JRICHE
Fort Smith Symphony #071237-001	Fort Smith Symphony	9/18/2011	9/17/2011	TENTATIVE HOLD	JRICHE
30th Anniversary	Hiram Walker	9/17/2011	9/17/2011	TENTATIVE HOLD	JRICHE
NNA Quilters Congress	Bella Point Quilters Guild	9/23/2011	9/24/2011	SIGNED CONTRACT	JRICHE
2011 Southern Fried Swing Dance Workshop	Southern Fried Swing Dance Workshop	9/30/2011	10/2/2011	PROPOSAL	KHOBBS
Fort Smith Symphony - #071237-001	Fort Smith Symphony	9/30/2011	10/1/2011	CONTRACT SENT	JRICHE
Out Door Expo	Todd Huston	9/30/2011	10/2/2011	TENTATIVE HOLD	JRICHE
Civil Service Exams (Fire or Police?)	Human Resources	10/3/2011	10/3/2011	CONTRACT SENT	DRROSS
Meatcalf Gun Show	Warren Meatcalf Productions, Inc.	10/7/2011	10/9/2011	SIGNED CONTRACT	DRROSS
Hispanic Catholic Charismatic Renewal - #076475-001	Hispanic Catholic Charismatic Renewal	10/7/2011	10/9/2011	PROPOSAL	KHOBBS
Brian Adams	Beaver Productions	10/11/2011	10/11/2011	TENTATIVE HOLD	JRICHE
Fort Smith Symphony - #071237-001	Fort Smith Symphony	10/21/2011	10/22/2011	CONTRACT SENT	JRICHE
Samon Xiong / Ourpraseuth Wedding - #087516-001	Diane Ourpraseuth	10/21/2011	10/22/2011	CONTRACT SENT	JRICHE
Taste of Fort Smith - #071323-001	Altrusa	10/25/2011	10/25/2011	CONTRACT SENT	KHOBBS



**EXHIBIT C**  
**ASSUMED RESERVATIONS AND BOOKING AGREEMENTS**

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Advances in Business Research Symposium 2011 Co	U of A Fort Smith - College of Business	10/26/2011	10/27/2011	CONTRACT SENT	JRICH
Hispanic Catholic Renewal	Hispanic Catholic Charismatic Renewal	10/28/2011	10/30/2011	PROPOSAL	KHOBBS
Fort Smith Symphony - #071237-001	Fort Smith Symphony	10/28/2011	10/28/2011	TENTATIVE HOLD	JRICH
Arkansas Optometric Association Annual Convention	Arkansas Optometric Association	10/28/2011	10/30/2011	PROPOSAL	KHOBBS
New Show	Vee Corporation	11/8/2011	11/8/2011	TENTATIVE HOLD	JRICH
River Valley Feis - #071392-001	Fort Smith Irish Dance Council	11/11/2011	11/12/2011	PROPOSAL	KHOBBS
Holiday Market 2011 - #071267-001	Junior League of Fort Smith	11/15/2011	11/21/2011	CONTRACT SENT	JRICH
City of Fort Smith Health Fair 2011	Human Resources	11/29/2011	11/30/2011	SIGNED CONTRACT	DROSS
Frontier Trails Best Robotics Competition for 2009 - 07	Frontier Trails Best Robotics	11/30/2011	12/2/2011	PROPOSAL	KHOBBS
Fort Smith Symphony - #071237-001	Fort Smith Symphony	12/2/2011	12/3/2011	CONTRACT SENT	JRICH
The Nutcracker - #071247-001	Western Arkansas Ballet	12/5/2011	12/10/2011	PROPOSAL	KHOBBS
Frontier Trails Best Robotics Competition for 2011 - 07	Frontier Trails Best Robotics	12/7/2011	12/8/2011	PROPOSAL	KHOBBS
Cathy Crook / Robotics Awards Kansas	Cathy Crook / Robotics Awards Kansas	12/10/2011	12/10/2011	CONTRACT SENT	JRICH
Melton / Gailis Wedding	Melton / Gailis Wedding	12/10/2011	12/10/2011	SIGNED CONTRACT	JRICH
Christmas Program - #080625-001	First Baptist Church	12/12/2011	12/18/2011	PROPOSAL	JRICH
Martinez Quinceanera	David Martinez	1/7/2012	1/7/2012	SIGNED CONTRACT	JRICH
U of A Fort Smith - #071243-001	University of Arkansas Fort Smith	1/10/2012	1/12/2012	TENTATIVE HOLD	JRICH
Bridal Fest 2012 - #071250-001	Fort Smith Convention Center - City of Fort Smith	1/13/2012	1/18/2012	CONTRACT SENT	KHOBBS
All Region Band - #071241-001	Special School District of Fort Smith	1/14/2012	1/14/2012	PROPOSAL	KHOBBS
Fort Smith Symphony - #071237-001	Fort Smith Symphony	1/27/2012	1/28/2012	CONTRACT SENT	JRICH
Battle at the Fort Volleyball Tournament	Fort Smith Volleyball Club	1/27/2012	2/5/2012	SIGNED CONTRACT	KHOBBS
Earlquake - #071237-001	Fort Smith Symphony	2/5/2012	2/6/2012	CONTRACT SENT	JRICH
U of A Fort Smith - #071243-001	University of Arkansas Fort Smith	2/7/2012	2/8/2012	TENTATIVE HOLD	JRICH
Gymnastic Meet - #071277-001	Flame Gymnastics	2/9/2012	2/12/2012	SIGNED CONTRACT	KHOBBS
2012 Home Show	Fort Smith Home Builders	2/15/2012	2/29/2012	SIGNED CONTRACT	JRICH
The PK Conference Proposal	The PK Conference	3/8/2012	3/19/2012	PROPOSAL	KHOBBS
MAPETS 2012 Conference	Rotary International - MAPETS #071286-001	3/15/2012	3/17/2012	SIGNED CONTRACT	JRICH



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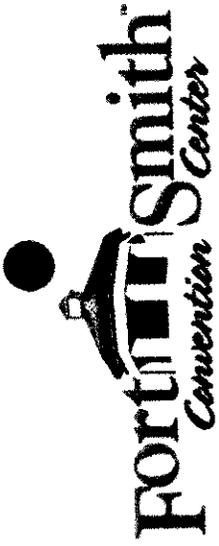
Friends of the NRA - #071369-001	Friends of the NRA - #071369-001	3/17/2012	3/17/2012	PROPOSAL	KHOBBS
River Valley Lawn & Garden Show 2012 - Account # C	Arkansas River Valley Lawn & Garden	3/21/2012	3/26/2012	PROPOSAL	KHOBBS
Fort Smith Symphony - #071237-001	Fort Smith Symphony	4/20/2012	4/21/2012	CONTRACT SENT	JRCHE
Reflections Luncheon	Arkansas State PTA	4/27/2012	4/29/2012	CONTRACT SENT	KHOBBS
Fort Smith Symphony - #071237-001	Fort Smith Symphony	5/19/2012	5/19/2012	CONTRACT SENT	JRCHE
Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses	5/21/2012	5/27/2012	PROPOSAL	KHOBBS
Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses	5/31/2012	6/3/2012	PROPOSAL	KHOBBS
United Methodist Church Arkansas Conference	United Methodist Church Arkansas Conference	6/9/2012	6/13/2012	CONTRACT SENT	KHOBBS
Christian Congregation of Jehovah's Witnesses - #079	Christian Congregation of Jehovah's Witnesses	6/21/2012	6/26/2012	PROPOSAL	KHOBBS
Christian Congregation of Jehovah's Witnesses - #079	Christian Congregation of Jehovah's Witnesses	6/28/2012	7/2/2012	PROPOSAL	KHOBBS
National Taxidermist Association Convention	National Taxidermist Association	7/10/2012	7/14/2012	PROPOSAL	KHOBBS
ASAE 2012 Conference	Fort Smith Convention and Visitors Bureau	7/16/2012	7/17/2012	PROPOSAL	KHOBBS
ASAE 2012 Conference	Fort Smith Convention and Visitors Bureau	7/23/2012	7/24/2012	PROPOSAL	KHOBBS
Arkansas Bandmasters Association 2012 Convention	Holiday Inn	7/25/2012	7/27/2012	CONTRACT SENT	KHOBBS
Regional Dance America 2013- Fall Board Meeting	Arkansas Caltlemen	8/9/2012	8/11/2012	PROPOSAL	KHOBBS
The PK Conference Proposal	Western Arkansas Ballet	9/22/2012	9/22/2012	CONTRACT SENT	KHOBBS
Fort Smith Symphony - #071237-001	The PK Conference	9/28/2012	9/30/2012	PROPOSAL	KHOBBS
Arkansas Optometric Association Annual Convention	Fort Smith Symphony	10/5/2012	10/6/2012	CONTRACT SENT	JRCHE
Fort Smith Symphony - #071237-001	Arkansas Optometric Association	10/26/2012	10/28/2012	PROPOSAL	KHOBBS
Antique Clock Show & Sale	Fort Smith Symphony	10/26/2012	10/27/2012	CONTRACT SENT	JRCHE
River Valley Falls - #071392-001	Razorback Chapter 62 Regional Antique Clock & Watch Ass	11/1/2012	11/9/2012	CONTRACT SENT	KHOBBS
Holiday Market 2012 - #071267-001	Fort Smith Irish Dance Council	11/9/2012	11/10/2012	PROPOSAL	KHOBBS
Frontier Trails Best Robotics Competition for 2009 - 07	Junior League of Fort Smith	11/12/2012	11/18/2012	TENTATIVE HOLD	JRCHE
Fort Smith Symphony - #071237-001	Frontier Trails Best Robotics	11/29/2012	12/1/2012	PROPOSAL	KHOBBS
The Nutcracker - #071247-001	Fort Smith Symphony	11/30/2012	12/1/2012	CONTRACT SENT	JRCHE
Frontier Trails Best Robotics Competition for 2009 - 07	Western Arkansas Ballet	12/3/2012	12/6/2012	PROPOSAL	KHOBBS
	Frontier Trails Best Robotics	12/5/2012	12/7/2012	PROPOSAL	KHOBBS



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Event Name	Event Description	12/10/2012	12/16/2012	TENTATIVE HOLD	JR-HE
Christmas Program - #080625-001	First Baptist Church	12/10/2012	12/16/2012	TENTATIVE HOLD	JR-HE
Adventist Ministries Convention Proposal	Seventh Day Adventist	1/10/2013	1/16/2013	PROPOSAL	JR-HE
Battle at the Fort Volleyball Tournament	Fort Smith Volleyball Club	1/25/2013	2/2/2013	SIGNED CONTRACT	KH-OBBS
Gymnastic Meet - #071277-001	Flame Gymnastics	2/7/2013	2/10/2013	SIGNED CONTRACT	KH-OBBS
2013 Home Show	Fort Smith Home Builders	2/13/2013	2/18/2013	PROPOSAL	JR-HE
MAPETS 2013 Conference	Rotary International - MAPETS #071286-001	3/14/2013	3/16/2013	SIGNED CONTRACT	JR-HE
Regional Dance America Southwest Festival 2013	Western Arkansas Ballet	4/2/2013	4/7/2013	CONTRACT SENT	KH-OBBS
Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses	5/20/2013	5/26/2013	PROPOSAL	KH-OBBS
Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses	5/30/2013	6/2/2013	PROPOSAL	KH-OBBS
Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses	6/6/2013	6/9/2013	PROPOSAL	KH-OBBS
National Taxidermist Association	National Taxidermist Association	7/16/2013	7/20/2013	PROPOSAL	KH-OBBS
2013 Association of Arkansas Counties Convention	Association of Arkansas Counties Convention	8/13/2013	8/16/2013	PROPOSAL	KH-OBBS
Arkansas Optometric Association Annual Convention	Arkansas Optometric Association	10/25/2013	10/27/2013	PROPOSAL	KH-OBBS
Battle at the Fort Volleyball Tournament 2014	Fort Smith Volleyball Club	1/24/2014	2/2/2014	PROPOSAL	KH-OBBS
Earthquake - #071237-001	Fort Smith Symphony	2/2/2014	2/3/2014	PROPOSAL	JR-HE
Gymnastic Meet - #071277-001	Flame Gymnastics	2/6/2014	2/9/2014	SIGNED CONTRACT	KH-OBBS
2014 Home Show	Fort Smith Home Builders	2/19/2014	2/24/2014	PROPOSAL	JR-HE
Earthquake - #071237-001	Fort Smith Symphony	3/2/2014	3/3/2014	PROPOSAL	KH-OBBS
Earthquake - #071237-001	Fort Smith Symphony	3/8/2014	3/10/2014	PROPOSAL	JR-HE
AR SHRM 2010 Conference - 071465-001	Arkansas Human Resource Conference	4/7/2014	4/11/2014	SIGNED CONTRACT	DROSS
Fort Smith Symphony - #071237-001	Fort Smith Symphony	4/11/2014	4/12/2014	PROPOSAL	JR-HE
AAIM - Arkansas Association of Instructional Media	AAIM - AR Assn of Instructional Media	4/12/2014	4/15/2014	PROPOSAL	KH-OBBS
Fort Smith Symphony - #071237-001	Fort Smith Symphony	5/2/2014	5/3/2014	PROPOSAL	KH-OBBS
National Taxidermist Association Convention	National Taxidermist Association	7/16/2014	7/20/2014	PROPOSAL	KH-OBBS
Arkansas Band Masters 2014 Convention	Holiday Inn	7/23/2014	7/25/2014	PROPOSAL	KH-OBBS
Arkansas Band Masters 2014 Convention	Holiday Inn	7/30/2014	8/2/2014	PROPOSAL	KH-OBBS
Arkansas Optometric Association Annual Convention	Arkansas Optometric Association	10/31/2014	11/2/2014	PROPOSAL	KH-OBBS



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	10/30/2015	11/1/2015	PROPOSAL	KHOBBES
Arkansas Optometric Association Annual Convention	7/27/2016	7/30/2016	PROPOSAL	KHOBBES
Arkansas Band Masters 2016 Convention				

