Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Keith Lau
Ward 2 – Andre' Good
Ward 3 – Mike Lorenz
Ward 4 – George Catsavis
At Large Position 5 – Pam Weber
At Large Position 6 – Kevin Settle
At Large Position 7 – Philip H. Merry Jr.

AGENDA

Fort Smith Board of Directors
Regular Meeting
December 3, 2013 ~ 6:00 P.M.
Fort Smith Public Schools Service Center
3205 Jenny Lind Road

THIS MEETING IS BEING TELECAST LIVE ON THE GOVERNMENT 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 NOVEMBER 19, 2013 REGULAR MEETING

ITEMS OF BUSINESS:

1. Presentation: S.R.C.A Christmas cards to Board of Directors

2. Ordinance rezoning identified property and amending the zoning map *(from Residential Single Family-Duplex Low/Medium Density (RSD-2) and Residential Multi-Family High Density (RM-4-SPL) to Planned Zoning District located at 1000 South Waldron Road)*

3. Ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map *(Master Land Use Plan: from Mixed Use Employment & Park/Open Space to Mixed Use Employment / Rezoning: from Residential Estate One Acre (RE-1) and Industrial Moderate (I-2) to a Planned Zoning District located at 201 to 3201 Riverfront Drive)*

4. Ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith *(December 2013 Amendments)*

5. Ordinance amending the 2013 Operating Budget

6. Public hearing and ordinance to adopt the fiscal year 2014 Operating Budget and to provide other matters relating thereto *~ Merry/Lorenz placed on the agenda at the November 26, 2013 study session ~*

7. Ordinance establishing salaries and benefits and related procedures for City employees

8. Ordinance amending rate schedule for transit department services

9. Consent Agenda

   A. Resolution adopting ground rules for brain storming meetings of the Board of Directors

   B. Resolution setting public hearing date on petition to vacate a portion of an alley located in South Fort Smith, Block 18, between Lots 5-8 and Lots 9-12 and addition to the City of Fort Smith, Arkansas

   C. Resolution approving a contract with Daily & Woods, P.L.L.C. for general legal services for 2014

   D. Resolution approving specific excess insurance and aggregate excess insurance for the City's employee health coverage

   E. Resolution approving claim service, specific excess insurance and aggregate excess insurance for City's workers' compensation coverage

   F. Resolution adopting the 2014 Audit Plan

   G. Ordinance declaring exceptional circumstance and authorizing continuation of agreement with Data-Tronics Corporation

   H. Resolution to accept the bids and authorize a contract for 2013 Street Striping Replacement, Project No. 13-85-A *($28,472.69 / Engineering Department / Budgeted – Sales Tax Program Fund)*

   I. Resolution authorizing Amendment No. 2 to the design agreement between the Department of the Army and the City of Fort Smith, Arkansas for design for the May Branch, Fort Smith, Arkansas Project

J. Resolution authorizing the Mayor to execute an agreement for professional services with Frontier Engineering, Inc. for the design of the River West Trial *($156,000.00 / Parks Department / Budgeted – 1/8 Cent Sales Tax)*

K. Resolution authorizing a contract Change Order No. 2 to the contract for the construction of the Fort Smith Landfill Scale Facility *($80,926.39 / Sanitation Department / Budgeted – Sanitation Sinking Fund for Landfill Construction)*

L. Resolution accepting the project as complete and authorizing final pay to Heckathorn Construction for the construction of an elevator and associated ADA facility enhancements to the transit facility located at 6821 Jenny Lind Road, Project No. 12-26 *($59,583.50 / Transit Department / Budgeted – 2012 General Fund & Federal Transit Administration – 90 % reimbursement)*

M. Resolution authorizing acquisition of real property interests for the Mill Creek Interceptor Improvements – Phase II *($4,041.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*

10. Resolution authorizing acquisition of real property in connection with the Mill Creek Pump Station and Equalization Tank *($86,000.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*

OFFICIALS FORUM ~ presentation of information requiring no official action

(Section 2-36 of Ordinance No. 24-10)

- Mayor
- Directors
- City Administrator

ADJOURN

2.

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. 17-11-13 to rezone certain properties hereinafter described, and, having considered said request, recommended on November 12, 2013, 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 Lots 12 and 13 and all of Lots 10, 11, 14 and 15, Oakland Heights, an addition to the City of Fort Smith (filed for record December 1, 1906, plat No. 27), Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 10, on the south right of way line of Free Gerry Road; thence S87◦04'27"E along the north line of said Lot 10, 11 and 12, 283.55'; thence S02◦07'18"W along said right of way line, 5.07'; thence S87◦38'49"E along said right of way line, 59.39'; thence S 32◦36'22"E along said right of way line, 33.98' to the west right of way line of Waldron Road; thence S03◦05'10"W along said right of way line, 446.00' to the south line of said Lot 13; thence N87◦00'45"W along the south line of said Lots 13, 14 and 15, 357.54' to the southwest corner of said Lot 15; thence N02◦27'01"E along the west line of said Lots 10 and 15, 477.76' to the Point of Beginning, containing 3.94 acres more or less.

more commonly known as 1000 South Waldron Road, should be, and is hereby rezoned from Residential Single Family-Duplex Lot/Medium Density (RSD-2) and Residential Multi-Family High Density Special (RM-4-SPL) to a Planned Zoning District by Classification. The approved change in zoning classification is based and conditioned upon the Planned Zoning District

provisions of Section 27-341 of the Unified Development Ordinance and the Planned Zone Project Booklet reviewed by the Fort Smith Planning Commission and approved hereby, which Project Booklet shall be filed in the office of the City Clerk.

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

PASSED AND APPROVED THIS_____DAY OF_____, 2013.

APPROVED:

_____

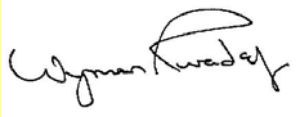
Mayor

ATTEST:

_____

City Clerk

Approved as to form:



_____

Publish One Time

November 25, 2013

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

Re: Rezoning #17-11-13; A request by Mercy Health Fort Smith Communities, agent for First Asset Holdings, LLC, Michael Butler Living Trust and Cynthia Butler Farrell, for Planning Commission consideration of a zone request from Residential Single Family-Duplex Low/Medium Density (RSD-2) and Residential Multi-Family High Density Special (RM-4-SPL) to a Planned Zoning District.

On November 12, 2013, the City Planning Commission held a public hearing to consider the above rezoning request.

Ms. Brenda Andrews read the staff report indicating that the purpose of this request is to allow for the development of a doctor's office and clinic. Ms. Andrews stated that the Planned Zoning District would adhere mostly to the Transitional district zoning standards.

The rezoning request is to create a Planned Zoning District (PZD). A PZD can be used to provide for flexibility, utilize a higher level of design standards, and to create a special zoning district where an existing conventional district is not appropriate. Also, this proposed PZD has a specific development plan which provides for assurances about how the property will be developed.

The property owners have requested a Planned Zoning District (PZD) to facilitate the future development of 3.94 acres boundaried by Fern Street, Free Ferry Road and Waldron Road. The property included in this application includes the proposed site of the proposed Mercy Free Ferry Road Clinic owned by Mercy Health Fort Smith Communities. The proposed PZD provides for all the minimum standards of the UDO and also establishes higher standards for signage, higher quality of building materials and a larger percentage of high quality building materials, a restriction and limitation on land uses, more parking spaces and a prohibiting driveway access on Fern Street. A traffic impact statement has been submitted and approved by the Engineering Department. The standards and development regulations for the PZD are described in the Project Booklet.

All future development must comply with the requirements of the Project Booklet for the PZD. Any amendments to the project booklet and PZD must comply with section 27-341-4 of the UDO.

Ms. Andrews stated that a neighborhood meeting was held on Tuesday, October 29, 2013, at 6:00 p.m. on site with three (3) neighboring property owners in attendance.

Mr. Larry Young, 7301 Rogers Avenue, was present to speak on behalf of this request.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 784-2216
FAX (479) 784-2462

Printed on 100% Recycled Paper

Mr. Alan Schluterman, 5300 Fern Street, addressed the Commission with his concerns relative to the types of businesses that could locate in this district if Mercy were to leave. It was noted that the uses would be restricted basically to professional type services.

Following a discussion by the Commission, Chairman Sharpe called for the vote on the rezoning request. The vote was 8 in favor, 0 opposed and 1 abstention (Hood).

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

Marshall Sharpe, Chairman

MS/lp

cc: File
City Administrator

Memo

To: City Planning Commission

From: Planning Staff

Date: October 31st, 2013

Re: Rezoning #17-11-13 - A request by Mercy Health Fort Smith Communities, agent for First Asset Holdings, LLC, Michael Butler Living Trust and Cynthia Butler Farrell, for Planning Commission consideration from Residential Single Family-Duplex Low/Medium Density (RSD-2) and Residential Multi Family High Density Special (RM-4-SPL) to a Planned Zoning District located at 1000 South Waldron Road.

LOT LOCATION AND SIZE

The subject property is on the southwest corner of Waldron Road and Free Ferry Road. The tract contains an area of 3.94 acres with approximately 360 feet of street frontage along Free Ferry Road, approximately 360 feet of street frontage along Fern Street, and approximately 446 feet of street frontage along Waldron Road.

EXISTING ZONINGS

The existing zonings on this tract are Residential Single Family – Duplex Low/Medium Density (RSD-2) and Residential Multifamily High Density (RM-4).
Characteristics of the zones are as follows:

Zoning Characteristics of (RSD-2)

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 Attached, Mixed Use Residential, and Mixed Use Employment category of the Master Land Use Plan.

Permitted Uses:

Single-family, duplex dwellings and family group homes are examples of permitted uses.

Conditional Uses:

Commercial communication towers, amateur radio transmitting towers, golf course, utility substation, country club, parks, college, primary and secondary schools, preschool, nursery

5A

schools, police and fire stations, daycare homes and churches are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 10,500 square feet (1+1)
Maximum Density – 4 Dwelling Units/Acre
Minimum Lot Width at Building Line – 75 feet
Minimum Street Frontage – 50 feet
Front Yard Setback - 30 feet
Side Yard on Street Side of Corner Lot - 30 feet
Side Yard Setback – 7.5 feet
Rear Yard Setback - 10 feet
Minimum building separation – 10 feet

Maximum Height - 35 feet
Maximum Lot Coverage - 50%

Zoning Characteristics of (RM-4)

Purpose:

To provide high density attached homes, including multi-story residential buildings in those areas where such building types already exist, or where such buildings would be consistent with an area's established development pattern and character. The RM-4 zoning district is appropriate in urban areas in the Residential Attached, Mixed Use Residential, Mixed Use Employment, Commercial Neighborhood, and General Commercial categories of the Master Land Use Plan.

Permitted Uses:

Single-family, duplex dwellings, multifamily (apartment and condominiums), community residential facility, family and neighborhood group homes and retirement housing are examples of permitted uses.

Conditional Uses:

Assisted living, bed and breakfast inn, dormitory, sorority, fraternity, rooming or boarding house, commercial communication towers, amateur radio transmitting towers, community recreation center, golf course, utility substation, country club, parks, college, primary and secondary schools, preschool, nursery schools, police and fire stations, daycare homes, senior citizen center, churches and rectory, convent, monastery are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 5,000 square feet (1+1)
Maximum Density – 30 Dwelling Units/Acre
Minimum Lot Width at Building Line – 50 feet
Minimum Street Frontage – 20 feet

Maximum Height - 40 feet
Maximum Lot Coverage - 70%

5B

Front Yard Setback - 20 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 5 feet
Rear Yard Setback - 5 feet
Side/Rear adjacent to RS district/development – 40 feet
Minimum building separation – 10 feet

REQUESTED ZONING

The applicant has requested a Planned Zoning District (PZD). The purpose of a planned zoning district is to assure control of certain development while providing the applicant a means of gaining commitment without undue financial risk. Specifically the purposes of a PZD are to encourage:

- Comprehensive and innovative planning and design of diversified yet harmonious development consistent with the comprehensive plan;
- Better utilization of sites characterized by special features of geographic location, topography, size , or shape;
- Flexible administration of general performance standards and development guidelines;
- Primary emphases shall be placed upon achieving compatibility between the proposed developments and surrounding areas to preserve and enhance the neighborhood through the use of enhanced site design, architecture, landscaping, and signage.
- Developments that utilize design standards greater than the minimum required by the UDO.

SURROUNDING ZONING AND LAND USE

The area to the north is Commercial Light (C-2) and is undeveloped.

The areas to the east are zoned Transitional (T) and are developed as a doctor's office and clinic, professional offices, and massage therapist.

The area to the south is zoned Residential Single Family-Duplex Low/Medium Density (RSD-2) and Transitional (T) and is developed as single family residences and a business office.

The area to the west is zoned Residential Single Family-Duplex Low/Medium Density (RSD-2) and is developed as single family residences.

LAND USE PLAN COMPLIANCE

The *Unified Development Ordinance* currently classifies the site as Residential Detached, Residential Attached, and (Commercial) Neighborhood Compatible Land Use Classification. Approval of the zone change will not conflict with the goals and objectives of the Unified Development Ordinance.

PROPOSED ZONING

The Planned Zoning District if approved will allow for the development of a doctor's office and clinic. It would also allow for the uses outlined in the Land Use & Zoning Chart. The Planned zoning district will adhere mostly to the Transitional district zoning standards.

PROJECT BOOKLET

A copy of the project booklet is enclosed for your review. The following criteria shall be considered when reviewing the project booklet:

A. Is the site capable of accommodating the building(s), parking areas and drives with the appropriate open space provided? **YES**

B. Does the plan provide for safe and easy ingress, egress and internal traffic circulation? **YES**

C. Is the plan consistent with good land use planning and site engineering design principles, particularly with respect to safety; **YES**

D. Are the architectural designs consistent with the City of Fort Smith policies and regulations and compatible with surrounding land use features; **YES**

E. Does the Plan represent an overall development pattern that is consistent with the Comprehensive Plan, Master Street Plan, Master Land Use Plan, and other adopted planning policies; **YES**

F. The required right-of-way dedication has been identified by the City Engineering Department. **YES**

G. All easements and utilities shall meet the requirements of the approving departments and agencies. **THE DEVELOPMENT COMPLIES WILL ALL APPROVING DEPARTMENTS.**

H. Articulate how the plan minimizes or mitigates the impact of increased traffic both in volume and vehicle size. **THE PLAN DOES NOT HAVE ANY SIGNIFICANT IMPACT ON TRAFFIC. A TRAFFIC IMPACT STATEMENT HAS BEEN PROVIDED TO AND APPROVED BY THE ENGINEERING DEPARTMENT.**

I. Articulate how the plan exceeds the UDO requirements. (ex. increased landscaping, increased high quality materials, etc.) **THE FACADES OF THE PROPOSED CLINIC WILL CONSIST OF ALL HIGH QUALITY MATERIALS. THE NUMBER OF REQUIRED PARKING SPACES EXCEEDS THE UDO PARKING REQUIREMENTS. NO VEHICULAR ACCESS WILL BE MADE ON FERN STREET.**

5D

SITE DESIGN FEATURES

Ingress/egress/traffic circulation – The doctors clinic will utilize a proposed 24 feet driveway on Free Ferry Road, and a proposed 26 feet driveway on Waldron Road.

Right-of-way dedication – The existing right-of-way has been determined by the engineering department as adequate for the current classification.

Drainage – The plan has provided a detention pond at the southeast corner of the development adjacent to Waldron Road.

Landscaping – Perimeter landscaping, parking lot screening, and interior landscaping will be provided and comply with the Unified Development Ordinance standards.

Screening – The proposed development shows a screening fence, wall or vegetative screening along the west property line adjacent to the building. An existing screening fence is adjacent to the clinic property on the neighboring property. The owner has included a letter stating that if the neighbor removes the screening fence the owner will install an approved opaque screening fence.

Parking – The current development plan will utilize 84 parking spaces.

Signage – The current sign plan will follow the Transitional zoning standards. Two 32 square feet monument signs will be installed at the entrances, and a wall sign will be installed at the building entrance.

Setbacks – The proposed development has larger setbacks than what is permitted in the Transitional zoning.

FACTORS TO BE CONSIDERED

If the Planning Commission approves this request, staff request that the Planning Commission consider the following factors as outlined in Section 27-341-3(E) of the UDO

1. Rezoning Application -- Approval, approval as amended, or denial of the rezoning application shall be based upon consideration of the following factors:

   A. Compatibility with the Comprehensive Plan, Master Land Use Plan, Master Street Plan, and applicable area plans (e.g., corridor, neighborhood). **The plan is compatible with the area plans.**

   B. Compatibility of the proposed development with the character of the neighborhood. **The proposed development of the doctors office and clinic is compatible with the character of the surrounding developments to the south and east.**

5E

C. The zoning and uses of adjacent and nearby properties, and the compatibility of the proposed future uses with those existing uses. **The proposed use to allow a doctors office and clinic is a compatible use in the Transitional (T) Zoning district as outlined in the project booklet. Furthermore all the other uses for the PZD are allowed in the Transitional (T) zoning district.**

D. The extent to which the proposed land use would increase or change traffic volume or parking demand in documented evidence or engineering data, road conditions, road safety, or create parking problems in combination with any improvements that would mitigate these adverse impacts. **The proposed land use will not be a significant increase or change in traffic volume or parking demands as outlined in the traffic information statement submitted in the project booklet.**

E. The current availability of public utilities and services and the future capacity needed to adequately serve the proposed land use in combination with any improvements that would mitigate these adverse impacts. **The existing public utilities and services will adequately serve the existing and proposed land use for this property.**

F. That the application complies with all relevant ordinance requirements (for example 27-200, 27-500, 27-600, and 27-700). **The property complies with the relevant ordinance requirements for Section 27-200, 27-500, 27-600 and 27-700 as the outlined development booklet.**

STAFF COMMENTS AND RECOMMENDATIONS

A neighborhood meeting was held Tuesday, October 29th, 2013 at 6:00 P.M. on site. Three neighboring property owners were present at the neighborhood meeting. A copy of the attendance record and meeting summary are enclosed.

The project booklet that is enclosed appears to comply with the minimum requirements UDO and would present no significant issue for the area. Staff recommends approval.

Rez. #17-11-13

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 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 Exhibit A.

2. Address of property: 1000 South Waldron Road

3. The above described property is now zoned: Residential Single Family-Duplex Low/Medium Density(RSD-2)

4. Application is hereby made to change the zoning classification of the above described property to a Planned Zoning District. Residential Multi-Family High Density (RM-4 SPL)

5. Explain why the Planned Zoning District is requested?

   Proposed Medical Clinic

Signed:

Mercy Health
Fort Smith Communities
Owner or Agent Name
(please print)

Owner

7301 Rogers Avenue,
Fort Smith, AR 72903
Owner or Agent Mailing Address

or

479-314-5680
Owner or Agent Phone Number

Agent

5G

Property Description
(Exhibit A)

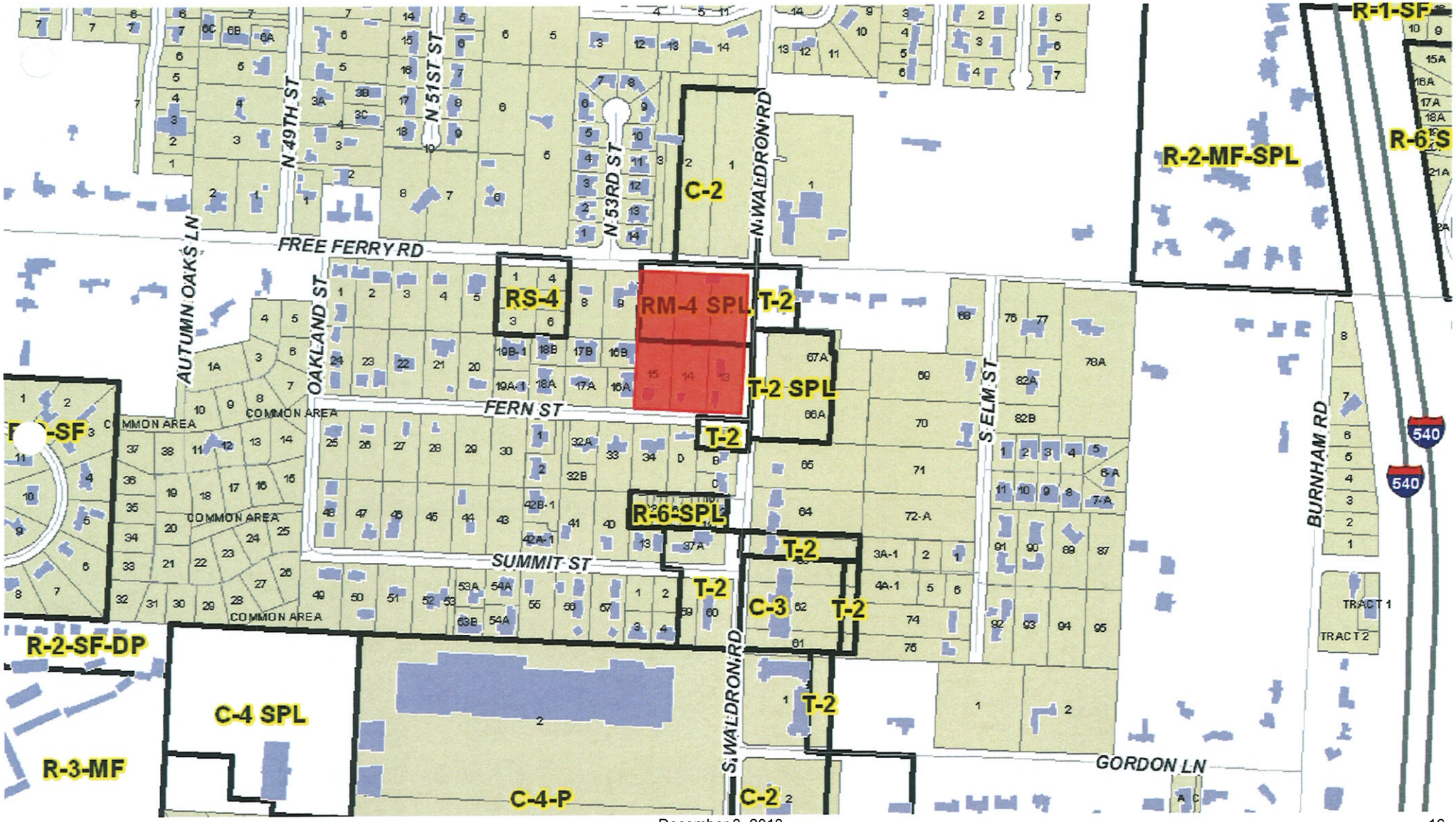
Part of Lots 12 and 13 and all of Lots 10, 11, 14 and 15, Oakland Heights, an addition to the City of Fort Smith, (filed for record December 1, 1906, plat No. 27), Sebastian County, Arkansas, being more particularly described as follows:

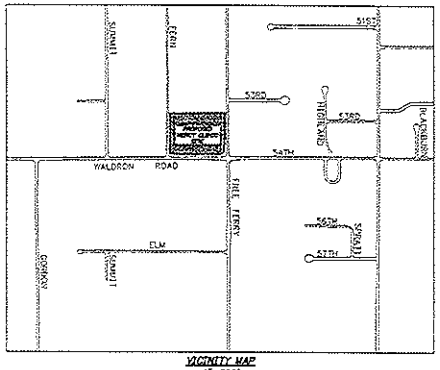
Beginning at the Northwest corner of said Lot 10, on the south right of way line of Free Ferry Road; thence S87°04'27"E along the north line of said Lot 10, 11 and 12, 283.55'; thence S02°07'18"W along said right of way line, 5.07'; thence S87°38'49"E along said right of way line, 59.39'; thence S32°36'22"E along said right of way line, 33.98' to the west right of way line of Waldron Road; thence S03°05'10"W along said right of way line, 446.00' to the south line of said Lot 13; thence N87°00'45"W along the south line of said Lots 13, 14 and 15, 357.54' to the southwest corner of said Lot 15; thence N02°27'01"01E along the west line of said Lots 10 and 15, 477.76' to the Point of Beginning, containing 3.94 acres more or less.

Rezoning #17-11-13: From Residential Single Family Duplex Low/Medium Density (RSD-2) and Residential Multifamily High Density Special (RM-4 SPL) to Planned Zoning District (PZD)

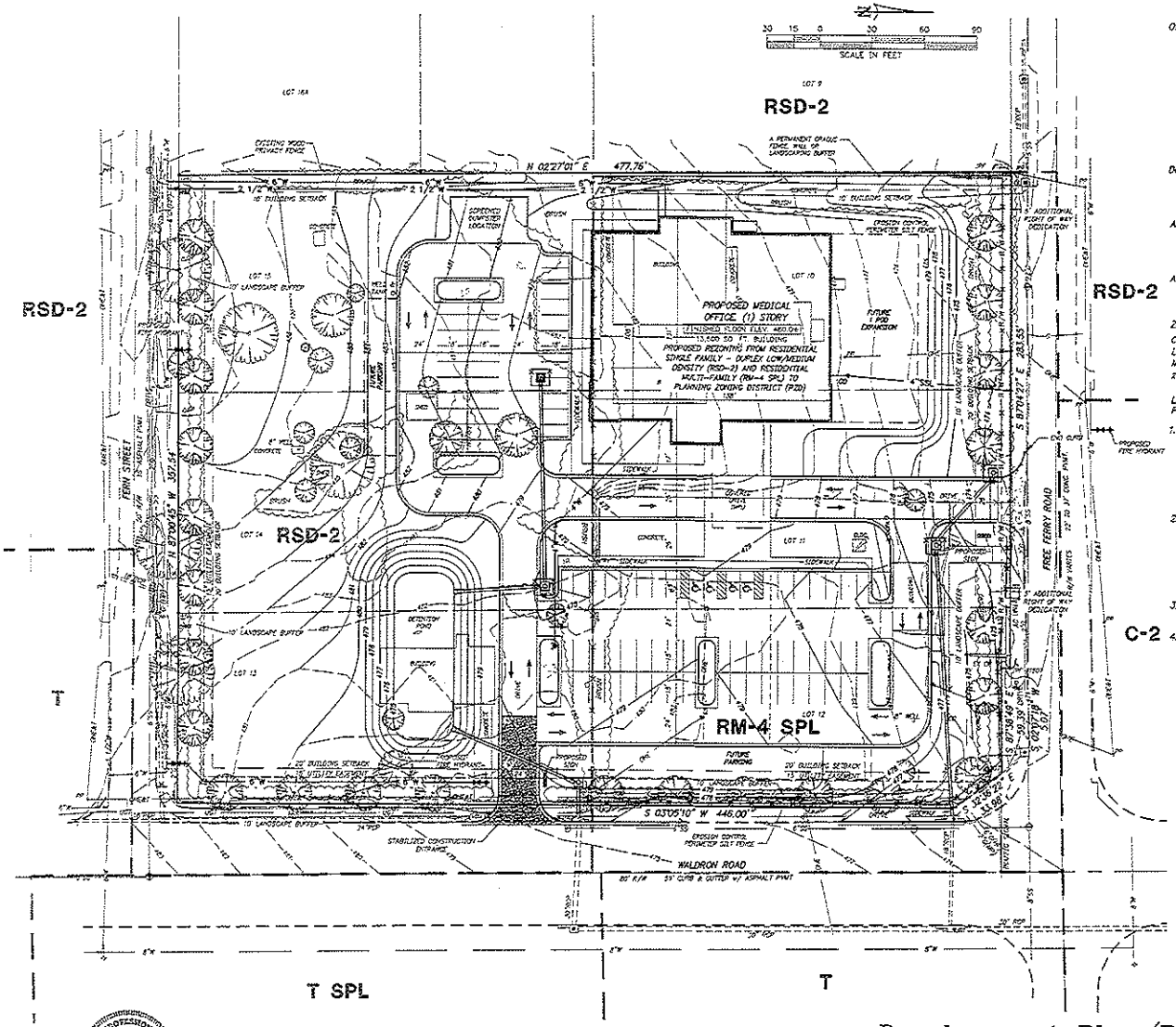
5th

1000 South Waldron Road





VICINITY MAP
1"=500'



Owners: OAKLAND HEIGHTS, LOTS 10, 11, AND 12
FIRST ASSET HOLDINGS, LLC
ATTN: Charles Cook
P.O. Box 7
Fort Smith, AR 72902

OAKLAND HEIGHTS, LOT 13
Cynthia Butler Farrell
75 Champions Way
Rogers, AR 72758

OAKLAND HEIGHTS, LOTS 14 AND 15
Michael E. Butler, Trustee of the
Michael E. Butler Living Trust
3506 Wonderlite Way
Fort Smith, AR 72903

Developer: Mercy Health Fort Smith Communities
2710 Rife Medical Lane 479-338-7995
Rogers, AR 72758
Larry Young Larry.Young@Mercy.Net

Architect: Polk Stanley Wilcox Architects
1222 Cottonwood Lane, Suite 100
Little Rock, AR 72202 501-378-0575
Jason Lundgren jlundgren@polkstanleywilcox.com

Address: 1000 SOUTH WALDRON ROAD

Zoning:
Current zoning is Residential Single Family – Duplex Low/Medium Density (RSD-2) and Residential Multi-Family High Density (RM-4 SPL). Proposed zoning is Planned Zoning District (PZD).

Landscape Buffer Concept For Perimeter Treatment

1. A 10'-0" wide perimeter strip will be provided adjacent to right of way. 3" caliper shade tree, such as Willow Oak, Allee Elm, or substituted with any approved species by the U.D.O. shall be provided; at no more than 50'-0" on center.
2. Parking lot screen containing 24" minimum height evergreen shrub such as Dwarf Burford Holly or Glossy Abelia, or substituted with any approved species by the U.D.O. shall be provided; 3'-0" on center with minimum of 10 plants per 50'-0".
3. Remainder of perimeter buffer strip will be solid sod.
4. An automatic irrigation system will be provided.

LEGEND

IRON PIN FOUND		GAS LINE	
SET IRON PIN		SANITARY SEWER	
GAS METER		WATER LINE	
GAS RISER		OVERHEAD ELECTRIC	
MANHOLE		OVERHEAD TELEPHONE	
DROP INLET		OVERHEAD ELECTRIC & TELEPHONE	
JUNCTION BOX		UNDERGROUND ELECTRIC	
STOP		UNDERGROUND TELEPHONE	
TELEPHONE RISER		CONTOUR LINE	
POWER POLE		FENCE	
LIGHT POLE		ZONING BOUNDARY	
FIRE HYDRANT	RSD-2	ZONING DESIGNATION	
WATER METER			
WATER VALVE			
MAIL BOX		STABILIZED CONSTRUCTION ENTRANCE	
SILT FENCE			
SILT FENCE, INLET BARRIER			
4"W FIRE DEPARTMENT CONNECTION			

Surveyors Notes:

1. The property here-in surveyed lies outside of identified flood hazard areas. Flood zone "X", based on FIRM Community Panel No. 0513C0201J, effective date: March 2, 2012.
2. Utilities are shown in there approximate locations, locations are based on field observations and field marked locations by the utility owner or their representative through the Arkansas One Call System.
3. Bearing system assumed, north line assumed S 87°04'27"E, based on Arkansas State Plane Coordinates, established UAFS base station.

Property Description – "As Surveyed"

Part of Lots 12 and 13 and all of Lots 10, 11, 14 and 15, Oakland Heights, an addition to the City of Fort Smith, filed for record December 1, 1906, plat No. 272, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 10 on the south right of way line of Free Ferry Road, thence S87°04'27"E along the north line of said Lot 10, 11 and 12, 283.55'; thence S02°07'16"W along said right of way line, 5.07'; thence S87°38'49"E along said right of way line, 58.38'; thence S02°26'22"E along said right of way line, 12.95 to the west right of way line of Waldron Road; thence S03°05'10"W along said right of way line, 446.00' to the south line of said Lot 12; thence N87°00'45"W along the south line of said Lots 13, 14 and 15, 350.54' to the southwest corner of said Lot 15; thence N02°27'01"E along the west line of said Lots 10 and 15, 477.76' to the Point of Beginning, containing 3.94 acres more or less.

REGISTERED PROFESSIONAL ENGINEER STATE OF ARKANSAS No. 10175 — REGISTERED PROFESSIONAL SURVEYOR STATE OF ARKANSAS No. 1675 — 10/16/13

CERTIFICATE OF AUTHORIZATION HAWKINS-WEIR ENGINEERS, INC. No. 101 ARKANSAS CORPORATION

Surveyors Certification
This is to certify that this plat and survey on which it is based were made in accordance with the minimum standards as set forth in Standards of Practice No. 1, Arkansas Minimum Standards for Property Boundary Surveys and Plats by the State of Arkansas Land Survey Division

HAWKINS & WEIR ENGINEERS, INC.
110 South 7th Street • Van Buren, Arkansas 72956 • (479) 474-1227
211 Natural Resources Drive • Little Rock, Arkansas 72205 • (501) 374-4846
www.hawkins-weir.com

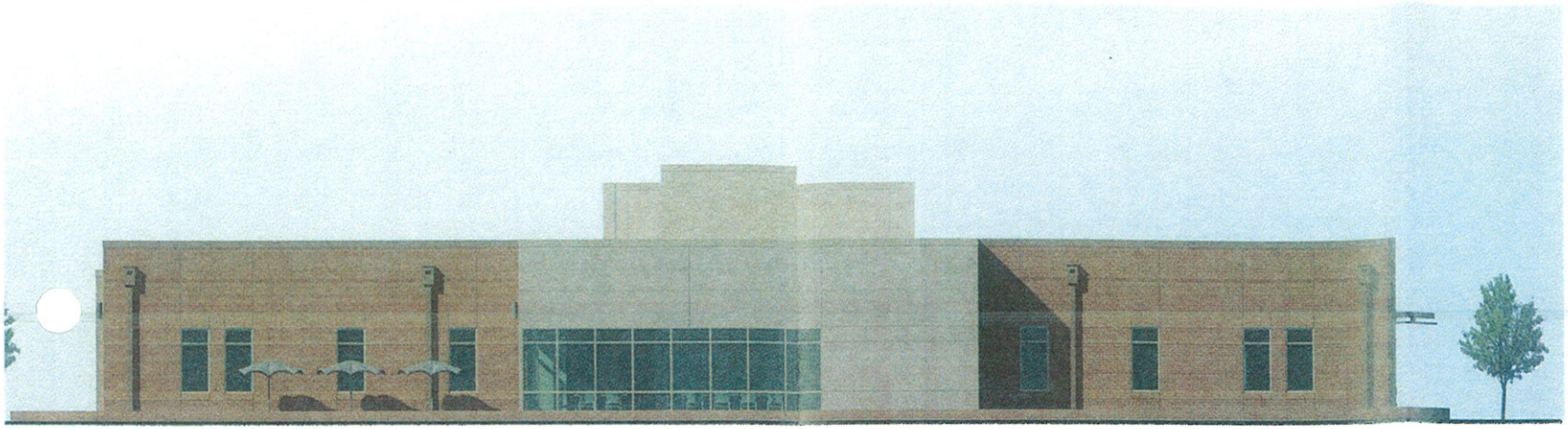
Development Plan/Preliminary Plat & Site Plan – OAKLAND HEIGHTS

Lot 10A

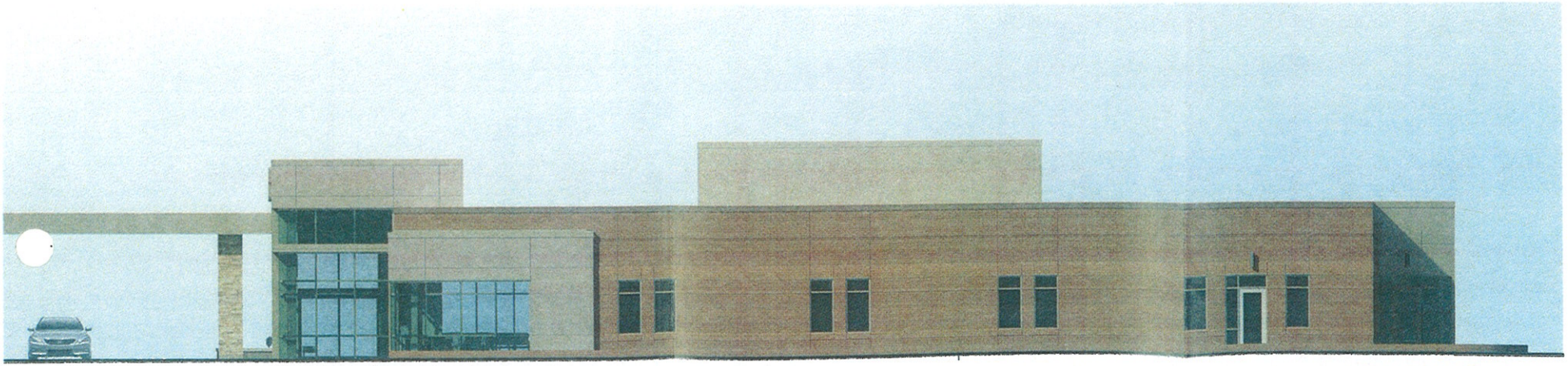
BEING PART OF LOTS 10, 11, 12, 13, 14, and 15
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

DATE: OCTOBER, 2013 SCALE: 1"= 30'

JOB NO. 2013059



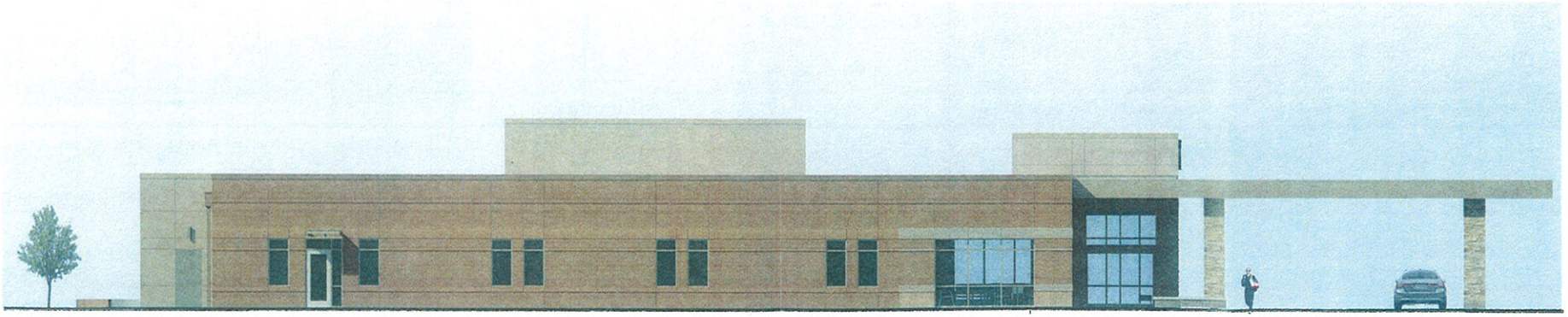
WEST ELEVATION



NORTH ELEVATION

5K

EAST ELEVATION



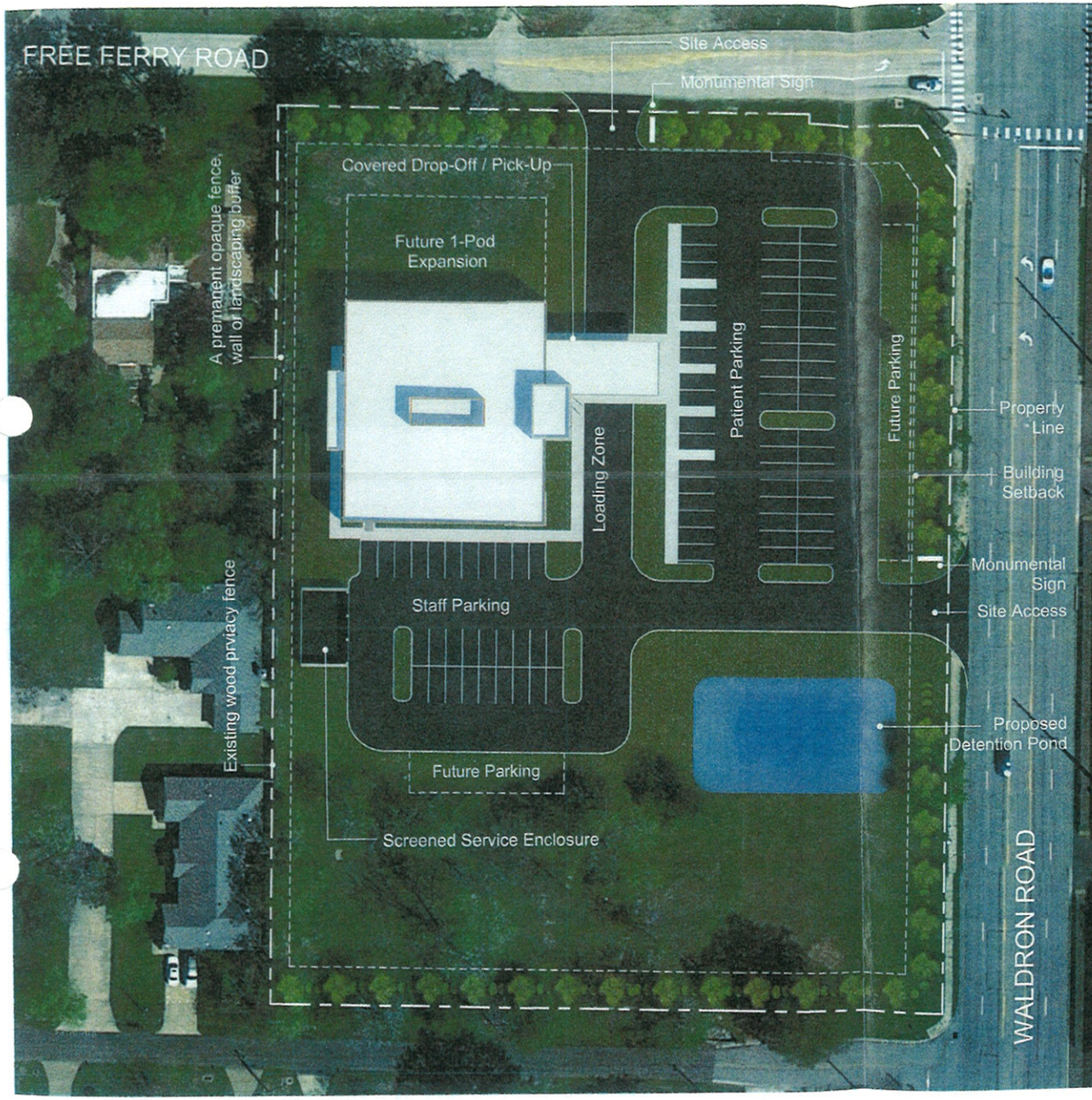
SOUTH ELEVATION

Mercy

MERCY FREE FERRY CLINIC

ALTERNATE SITE

POLK STANLEY WILCOX ARCHITECTS



MERCY FREE FERRY ROAD CLINIC

FORT SMITH, ARKANSAS

CONCEPTUAL SITE PLAN (NOT TO SCALE)

PARKING DIMENSIONS

Parking stall requirements - 9' x 18' with a 24' drive aisle: 1 loading zone(s) required @ 12' x 35' each.

SITE DATA

Building Setback (for current RSD-2 and RM-4 SPL) - RSD-2: Front: 30'; Side (Interior) 7.5'; Side (R.O.W) 30'; Rear 10'; RM-4 SPL: Front: 20'; Side (Interior) 5'; Side (R.O.W.) 40'; Rear 5'

Building Setback for proposed PZD zoning (conforming to Transitional setback requirements) - Front 20'; Side (Interior) 5'; Side (R.O.W) 20'; Rear 10'

PARKING CALCULATIONS

Proposed Medical Office Building = 13,625 Gross SF
Number of Required Parking Spaces = Gross SF / (1 Space per 200 SF)
Number of Required Parking Spaces = 31,625 SF / 200 SF
Number of Required Parking Spaces = 69
Parking Spaces Provided = 74
Total Accessible Spaces Provided = 10
Total Number of Parking Spaces Provided = 84

SIGNAGE REQUIREMENTS

- Maximum Signage Area along Waldron Road (major arterial) - 32 SF
- Maximum Signage Area along Free Ferry Road (residential collector) - 32 SF
- Building signage mounted directly to the facade will not be larger than 5% of the facade area.

LANDSCAPE REQUIREMENTS

A 10'-0" wide perimeter strip will be provided adjacent to R.O.W. 3" caliper shade tree, such as Willow Oak or Allee Elm, or substituted with any approved species by the U.D.O. shall be provided; 6 trees at no more than 50'-0" on center. Parking lot screening containing 24" minimum height evergreen shrub such as Dwarf Burford Holly or Glossy Abelia, or substituted with any approved species by the U.D.O. shall be provided; 3'-0" o.c. with mininum of 10 plants per 50'-0". Remainder of perimeter buffer strip will be solid sod. An automatic irrigation system will be provided.

N

Mercy

POLK STANLEY WILCOX ARCHITECTS

HAWKINS • WEIR
ENGINEERS, INC.
Engineering Client Success

Mercy Free Ferry Road Clinic - Neighborhood Meeting Minutes

Project Name:	Mercy Cliff Drive
HWEI Project	Number: 2013059
PSW Project	Number: 592AS
Meeting Location	Dallas Street Clinic, Fort Smith, AR
Meeting Date/Time:	6:00 pm, October 29, 2013
Attendees:	Refer to the attached Attendance List

1. Introduction:

   a. Larry Young and Dr. Goodman with Mercy introduced the project and explained an overview of the project and Mercy's intent to bring quality physicians to Fort Smith. They also explained that there is a great need to recruit more physicians to the community.

   b. Kyle Salyer, P.E., P.S. with Hawkins-Weir Engineers presented the Development Site Plan and touched on the available on-site utilities, storm drainage design, grading, landscape buffers, and proposed screening along the west side of the property.

2. Neighbor Comments/Questions:

   a. How will the onsite drainage be handled near the northwest corner of the site that currently causes some drainage issues for nearby residents? Response: Kyle Salyer advised them that it is intended to reduce the amount of drainage leaving the site to the northwest near Free Ferry Road. Drainage along the back of the building (west side) will be conveyed north in an earthen swale to an existing drainage inlet along the south side of Free Ferry Road. The building's roof drainage and the vast majority of the remaining site will drain into the proposed Detention Pond near the Waldron Road entrance drive.

   b. Will there be a fence put up on the west side of the property? Response: Kyle Salyer and Larry Young addressed the question and advised the residents that the north half of the west line would have a new screening fence, wall, or vegetative screening. The southern half has an existing fence on the adjoining property. Mercy has agreed to erect a new fence in the future if the existing fence comes down.

   c. Will there be an entrance drive off of Fern Street? Response: Kyle Salyer and Larry Young also addressed this question by stating that it was considered early on in the planning stages, but was not seen as a viable option due to Fern Street being an unclassified local street. The City also supported the decision not to have an entrance onto Fern Street.

Enclosure: See Attached Project Milestone Schedule for Future Dates.

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846 • Fax: (501) 374-4886
www.hawkins-weir.com

5M

Project Name: Mercy Free Ferry Clinic (Alternate Site)
Hawkins-Weir Project #: 2013059
Date: Originally submitted 8/12/2013, revised 8/30/13

Phase 1 – Site Investigation and Site Utility Survey

Task	Begin Task	Complete Task	Duration of Task (Days)	Submission Deadline	Meeting Date	Additional Notes
Receipt of Signed Contract and Authorization to Proceed with Phase 1		8/22/2013				
Task 1	8/21/2013	9/13/2013	24			
a. Call in utility locates with ARKUPS	8/21/2013	8/21/2013				
b. Perform Site Utility and Topographic Survey	8/27/2013	8/30/2013	4			4 lots. 1 - Remobilization
c. Prepare and deliver site-civil base map based on survey	8/30/2013	9/6/2013	8			
d. Assist Architect with Conceptual Site Plan of new clinic	8/26/2013	9/13/2013	19			
Task 2	8/28/2013	9/13/2013	17			
a. Prepare conceptual site drainage plan	9/3/2013	9/13/2013	11			
b. Prepare site-civil portion of Site Due Diligence Report	9/3/2013	9/13/2013	11			
c. Submit draft Site Due Diligence Report to Owner for review	9/13/2013	9/20/2013	8	9/13/2013		Assuming 8 day review period

Phase 2 – ALTA Survey and City Approval Process

Task	Begin Task	Complete Task	Duration of Task (Days)	Submission Deadline	Meeting Date	Application Fee
Receipt of Signed Contract and Authorization to Proceed with Phase 2		9/23/2013				
Task 1						
a. Perform ALTA boundary survey	9/24/2013	10/4/2013	11			
Task 2						
a. Pre-application Meeting					10/7/2013	
b. Prepare Subdivision Plat (Major)	9/24/2013	10/4/2013	11	10/18/2013		$200
c. Prepare Rezoning Application	9/24/2013	10/4/2013	11	10/18/2013		$350
d. Subdivision/Utility Coordination Meeting					10/31/2013	
e. Neighborhood Meeting				10/15/2013	10/29/2013	
f. Prepare Development Plan and Application	9/24/2013	10/4/2013	11	10/18/2013		$100 (see Footnote #1)
g. Prepare Master Land Use Plan Amendment Application (if required)	9/24/2013	10/4/2013	11	10/18/2013		$100
h. Prepare Zoning Variance Application (if required)	9/24/2013	10/4/2013	11	10/18/2013		$250
i. Planning Commission Study Session					11/5/2013	
j. Planning Commission Voting Meeting					11/12/2013	
k. Board of Directors Meeting - Zoning Review and Approval					12/3/2013	

Total Estimated Fees = $1000

Footnotes:
1) $300 or $100 when submitted with another application

General Notes:
1. A pre-application meeting must be conducted with the City Department representatives at least 10 days in advance of the filing deadline.
2. Submission filing deadline (plats, variances, zoning, development plan, etc.) is before 5:00 pm. Submit to Planning Department, 623 Garrison Avenue, Room 331.
3. A neighborhood meeting must be conducted with area property owners. Notices must be sent 14 days in advance of meeting. Meeting is to be scheduled before the study sessio
4. Planning Commission Study Session is held at 11:30 a.m. at the Creekmore Park Community Center.
5. Planning Commission Voting Meeting is held at 5:30 p.m. in the Rose Room of the Creekmore Park Community Center.
6. Fort Smith Board of Directors Meeting is held at 6:00 p.m. at the Fort Smith Public Schools Service Center, 3205 Jenny Lind, Building B (rezonings are first meeting of the month).
7. If any of the items require resubmittal then the next Planning Commission submission deadline is November 15, 2013.

ATTENDANCE LIST FOR NEIGHBORHOOD MEETING

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

Meeting Location Mercy Clinic - 7800 Dallas Street

Meeting Time & Date 6:00 P.M. - October 29, 2013

Meeting Purpose Proposed Medical Clinic, 1000 South Waldron Road

	NAME	ADDRESS	PHONE #
1.	Jean Reitel	5318 Blue Jurry	452-3817
2.	Larry W Young	MERCY	
3.	Mike Malone	MERCY	
4.	Stu Ramsey		
5.	Cole Goodman	MERCY	
6.	KYLE SALYER	HWE	
7.	Brenda Andrews	Fort Smith Planning Dept	7842216
8.	Grant Morris	MERCY	
9.	Sean Bo Baker	Mercy	
10.	[illegible]	MERCY	
11.	Kay McCarty	Mercy	
	Allen Schlatterman	5300 Fern St	452-5028

50

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

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

Jim Mainard
5306 Labelle Court
Fort Smith, AR 72903

Lisa McDougal
5314 Labelle Court
Fort Smith, AR 72903

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

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

A J & Elizabeth Schluterman
5300 Fern Street
Fort Smith, AR 72903

Joseph & Irma Procell
1101 South Waldron Road
Fort Smith, AR 72903

Patricia Walz & Wayne Fiser
1100 South Waldron Road
Fort Smith, AR 72903

William Robinson & Paula Tread
5310 Fern Street
Fort Smith, AR 72903

William Leding
c/o Industry Consulting Group
2777 North Stemmons-Suite 940
Dallas, TX 75207

Agnes Stankwitz
5300 Labelle Court
Fort Smith, AR 72903

R. Bartel, Inc.
6424 Boston
Fort Smith, AR 72903

Leanne Starkey
5316 Labelle Court
Fort Smith, AR 72903

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

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

Alice Sparks
5313 Summit Street
Fort Smith, AR 72903

L & W Vaughn Investments, LLC
6611 South "T" Street
Fort Smith, AR 72903

Leigh Ann Page & Angela Redfern
2820 Fresno Street
Fort Smith, AR 72901

Barbara Walker Trust
1906 Yukon
Barling, AR 72923

Eugene Phillip
3100 Chelsea Mead
Fort Smith, AR 72908

Mitcheal & Quing Feng Bottoms
5304 Labelle Court
Fort Smith, AR 72903

Chad White
5008 South "U" Street-Suite #203
Fort Smith, AR 72903

Branson White Builders, Inc.
2604 Carrington Pointe Road
Fort Smith, AR 72903

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

Johathan & Francis Davis
5224 Fern Street
Fort Smith, AR 72903

Earl & Clara Price Trust
1103 S. Waldron Road
Fort Smith, AR 72903

St. Luke Lutheran Church
5401 Free Ferry Road
Fort Smith, AR 72901

Ruby Lea Cunningham
11 South Carthage Circle
Fort Smith, AR 72901

Ila Little-Avant
5410 Free Ferry Road
Fort Smith, AR 72903

3. **A request by Pat Mickle, agent for Westphal Leasing, LLC, Riverfront Exploration, Ozark Oil & Gas, Inc., Widmer Place, Inc., Betsy and Bennie Westphal, Robin Clegg, Clayton Riverfront, LLC and US Marshals Museum, Inc. for a Master Land Use Plan Amendment from Mixed Use Employment & Park/Open Space to Mixed Use Employment located at 201 to 3201 Riverfront Drive. (companion item to item #4)**

   Motion was made by Commissioner Spearman, seconded by Commissioner Cooper and carried unanimously to amend this request to make approval subject to the revised code amendments for the Planned Zoning District Project Booklet.

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

4. **Rezoning #16-11-13; A request by Pat Mickle, agent for Westphal Leasing, LLC, Riverfront Exploration, Ozark Oil & Gas, Inc., Widmer Place, Inc., Betsy and Bennie Westphal, Robin Clegg, Clayton Riverfront, LLC and US Marshals Museum, Inc. from Residential Estate One Acre (RE-1) and Industrial Moderate (I-2) to a Planned Zoning District located at 201 to 3201 Riverfront Drive. (companion item to item #3)**

   Motion was made by Commissioner Spearman, seconded by Commissioner Howard and carried unanimously to amend this request to make approval subject to the revised code amendments for the Planned Zoning District Project Booklet.

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

5. **Rezoning #17-11-13; A request by Mercy Health Fort Smith Communities, agent for First Asset Holdings, LLC, Michael Butler Living Trust and Cynthia Butler Farrell, from Residential Single Family-Duplex Low/Medium Density (RSD-2) and Residential Multi-Family High Density (RM-4-SPL) to a Planned Zoning District located at 1000 South Waldron Road.**

   Ms. Brenda Andrews read the staff report indicating that the purpose of the rezoning request is to allow for the development of a doctor's office and clinic. Ms. Andrews

DRAFT

stated that the Planned Zoning District would adhere mostly to the Transitional district zoning standards.

The rezoning request is to create a Planned Zoning District (PZD). A PZD can be used to provide for flexibility, utilize a higher level of design standards, and to create a special zoning district where an existing conventional district is not appropriate. Also, this proposed PZD has a specific development plan which provides for assurances about how the property will be developed.

The property owners have requested a Planned Zoning District (PZD) to facilitate the future development of 3.94 acres boundaried by Fern Street, Free Ferry Road and Waldron Road. The property included in this application includes the proposed site of the proposed Mercy Free Ferry Road Clinic owned by Mercy Health Fort Smith Communities. The proposed PZD provides for all the minimum standards of the UDO and also establishes higher standards for signage, higher quality of building materials and a larger percentage of high quality building materials, a restriction and limitation on land uses, more parking spaces and a prohibiting driveway access on Fern Street. A traffic impact statement has been submitted and approved by the Engineering Department. The standards and development regulations for the PZD are described in the Project Booklet.

All future development must comply with the requirements of the Project Booklet for the PZD. Any amendments to the project booklet and PZD must comply with Section 27-341-4 of the UDO.

Ms. Andrews stated that a neighborhood meeting was held on Tuesday, October 29, 2013, at 6:00 p.m. on site with three (3) neighboring property owners in attendance.

Mr. Larry Young, 7301 Rogers Avenue, was present to speak on behalf of this request.

Mr. Alan Schluterman, 5300 Fern Street, addressed the Commission with his concerns relative to the types of businesses that could locate in this district if Mercy were to leave. It was noted that the uses would be restricted basically to professional type services.

Following a discussion by the Commission, Chairman Sharpe called for the vote on the rezoning request. The vote was 8 in favor, 0 opposed and 1 abstention (Hood).

7. **Conditional Use #31-11-13; A request by Alisha Dunn, agent for Janette Rainwater, for a conditional use for a daycare/preschool located at 7917 Highway 271 South.**

MERCY FREE FERRY ROAD CLINIC
1000 SOUTH WALDRON ROAD
PLANNED ZONING DISTRICT NO. (TO BE ASSIGNED)

PROJECT BOOKLET

HWEI PROJECT NO. 2013059

OCTOBER 2013

HAWKINS • WEIR
ENGINEERS, INC.
ENGINEERS • SURVEYORS • CONSULTANTS

110 South 7th Street
P.O. Box 648
Van Buren, AR 72957
Phone: 479.474.1227
Fax: 479.474.8531

211 Natural Resources Drive
Little Rock, Arkansas 72205
Phone: 501-374-4846
Fax: 501-374-4886

www.hawkins-weir.com

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II. Introduction Statement to Project Booklet

III. 27-341-2 Submission Requirements – Items 1, 2, 3 (a. through m.)

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V. Conceptual Site Plan

VI. Building Elevations

1. North and West Elevations
2. South and East Elevations

VII. Building Material List

VIII. Proposed Signage

1. Building Signage
2. Monument Signage

IX. Chart F

X. Chart I

XI. Traffic Statement

PLANNED ZONING DISTRICT
CERTIFICATION STATEMENT

Mercy Health Fort Smith Communities, property owner of Oakland Heights, Lot 10A, also known as 1000 South Waldron Road, do hereby certify that the Project Booklet for a Planned Zoning District complies with the City of Fort Smith's Planned Zoning District Regulations as defined in Section 27-341 of the Fort Smith Unified Development Ordinance.

I hereby agree to the terms and conditions within the Project Booklet, and I therefore request the City of Fort Smith to approve the rezoning.

Signature

10/18/13

Date

THE PROPOSED PLANNED ZONING DISTRICT (PZD) FOR THE PROPERTY LOCATED AT OAKLAND HEIGHTS, LOT 10A ALSO KNOWN AS 1000 SOUTH WALDRON ROAD WILL BE PERMITTED TO UTILIZE ALL PERMITTED AND CONDITIONAL USES AS SHOWN IN THE ATTACHED FORT SMITH USE MATRIX FOR THE TRANSITIONAL ZONING DISTRICT (T) AND AS DEFINED IN THE PROJECTED BOOKLET HEREIN.

MERCY FREE FERRY ROAD CLINIC – PLANNED ZONING DISTRICT
Response to 27-341-2 Submission Requirements
1000 South Waldron Road, Fort Smith, AR
October 17, 2013

1. The pre-application conference was held October 11, 2013. In attendance were Kyle Salyer, P.E., P.S. – Engineer and Surveyor, Larry Young – Mercy, Wally Bailey and Brenda Andrews with the City Planning Department, Ron Teeter, P.E., P.S. with the Fort Smith Engineering Department, Greg Riley, P.E. with the Fort Smith Street Department, Pat Wyskup with the Fort Smith Utility Department, Ronnie Rogers with the Fort Smith Fire Department, and Steve Almond with the Fort Smith Building Department.

2. The application fee has been paid.

3. The application booklet has been submitted and comments are listed below:

   a. The Owner is requesting a zoning change from Residential Single Family-Duplex Low/Medium Density (RSD-2) and Residential Multi-Family High Density (RM-4 SPL) to a Planning Zone District (PZD) to allow the development of the proposed medical clinic on this site (see Development Plan/Preliminary Plat and Site Plan). The current zoning does not allow this function, rather than proposing a re-zoning to Transitional or Commercial, which would require a variance or master land use amendment for this type facility, it is believed that a PZD is the more appropriate approach. The surrounding properties are zoned Residential Single Family-Duplex Low/Medium Density (RSD-2), Residential Multi-Family High Density (RM-4 SPL), Commercial Light (C-2) and Transitional (T and T SPL). The proposed medical clinic and the proposed Planning Zoning District (PZD) will fit seamlessly with and complement the existing building types and land uses of the area.

   b. The current Owners of the properties encompassed by this proposed project area are as follows:

      Oakland Heights, Lots 10, 11, and 12 – First Asset Holdings, LLC
      Oakland Heights, Lot 13 – Cynthia Butler Farrell
      Oakland Heights, Lots 14 and 15 – Michael E. Butler Living Trust

      The Authorized Agent on behalf of all of these property owners is Mercy Health Fort Smith Communities. There are pending property sale agreements with all of the aforementioned property owners.

c. Summary description of the scope, nature, and intent of proposal.
   - Construction of +/- 13,650 SF primary care medical facility
   - Build an aesthetically pleasing campus that fits well within the community
   - Provide a facility / campus that will best serve the medical needs of the community within the area.

d. General Project Scope:

   i. Street and Lot Layout – Refer to Development Plan/Preliminary Plat & Site Plan
   ii. Site plan showing proposed improvements – Refer to Development Plan/Preliminary Plat & Site Plan
   iii. Buffer areas, screening, and landscaping – Refer to Development Plan/Preliminary Plat & Site Plan
   iv. Strom water detention areas and drainage – Refer to Development Plan/Preliminary Plat & Site Plan
   v. Undisturbed natural areas – Refer to Development Plan/Preliminary Plat & Site Plan
   vi. Existing and proposed utility connections and extensions – Refer to Development Plan/Preliminary Plat & Site Plan
   vii. Development and architectural design standards – 2006 International Building Code (IBC) and Latest Mercy Design Standards. See Proposed Building Materials List attached
   viii. Building elevations – See attached Architectural elevations of the building (2 plan sheets)
   ix. Proposed signage (type and size) – See attached Signage Plans

e. Proposed development phasing and timeframe.
   - Construction will begin as soon as reasonable practical.
   - The project contractor will mobilize and perform demolition and storm water runoff requirements prior to earth and utility work; site grading and utility work takes approximately 4-6 weeks.
   - The exterior and interior of the structure will be substantially completed within 8 months from the start of construction and issuance of building permit.

f. See attached Chart F for land use Matrix.

g. The General Area and Bulk Regulations will comply with Transitional (T), section 27-418 and are as follows: Min. Lot size 5,000 SF, Max. Building Size 40,000 SF, Min. Lot Width 50 Ft, Max Lot Coverage 65%, Min. Street Frontage 50 Ft, Max. Height 35 Ft, Front Setback 20 Ft, Side Setback 5 Ft, Street Side Setback 20 Ft, Rear Setback 10 Ft.

h. Not Applicable – the PZD intends to use Regulations for Transitional (T) Zone, except for Land Use as addressed in Chart I (see attached).

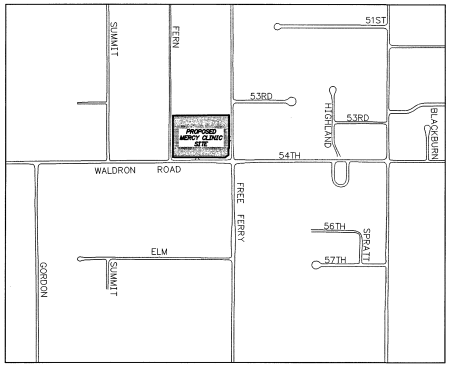
i. See attached Chart I comparing the proposed land uses and the zoning district where such land uses are permitted.

j. The project will exceed the UDO applicable requirement by utilizing 100% of high quality materials.

k. The new addition will blend seamlessly into the surrounding development already present in this area along Waldron Road. There will be minimal traffic impacts due to the development (see attached copy of Traffic Statement prepared by Hawkins-Weir Engineers, Inc. that has been approved by the Fort Smith Engineering Department). The appearance and signage will closely match the other Mercy clinics in Fort Smith (i.e. Dallas Street) with use of high quality materials and landscaping. The buildings in the area are similar in nature.

l. Refer to the attached copy of a Traffic Statement prepared by Hawkins-Weir Engineers, Inc. for this project site. This traffic statement has been approved by the Fort Smith Engineering Department.

m. All necessary utilities are present at the site as follows: two (2) 6" water mains, 8" sanitary sewer, including service connections and all franchise utilities.



VICINITY MAP
1"=500'

LEGEND

IPF	IRON PIN FOUND	G	GAS LINE
SIP	SET IRON PIN	SS	SANITARY SEWER
GM	GAS METER	W	WATER LINE
GR	GAS RISER	OHE	OVERHEAD ELECTRIC
MH	MANHOLE	OHT	OVERHEAD TELEPHONE
DI	DROP INLET	OHE&T	OVERHEAD ELECTRIC & TELEPHONE
JB	JUNCTION BOX	UGE	UNDERGROUND ELECTRIC
	SIGN	UGT	UNDERGROUND TELEPHONE
TR	TELEPHONE RISER	450	CONTOUR LINE
PP	POWER POLE		FENCE
	LIGHT POLE		ZONING BOUNDARY
	FIRE HYDRANT	RSD-2	ZONING DESIGNATION
WM	WATER METER		
WV	WATER VALVE		
MB	MAIL BOX		STABILIZED CONSTRUCTION ENTRANCE
	SILT FENCE		
	SILT FENCE INLET BARRIER		
4"W	FIRE DEPARTMENT CONNECTION		

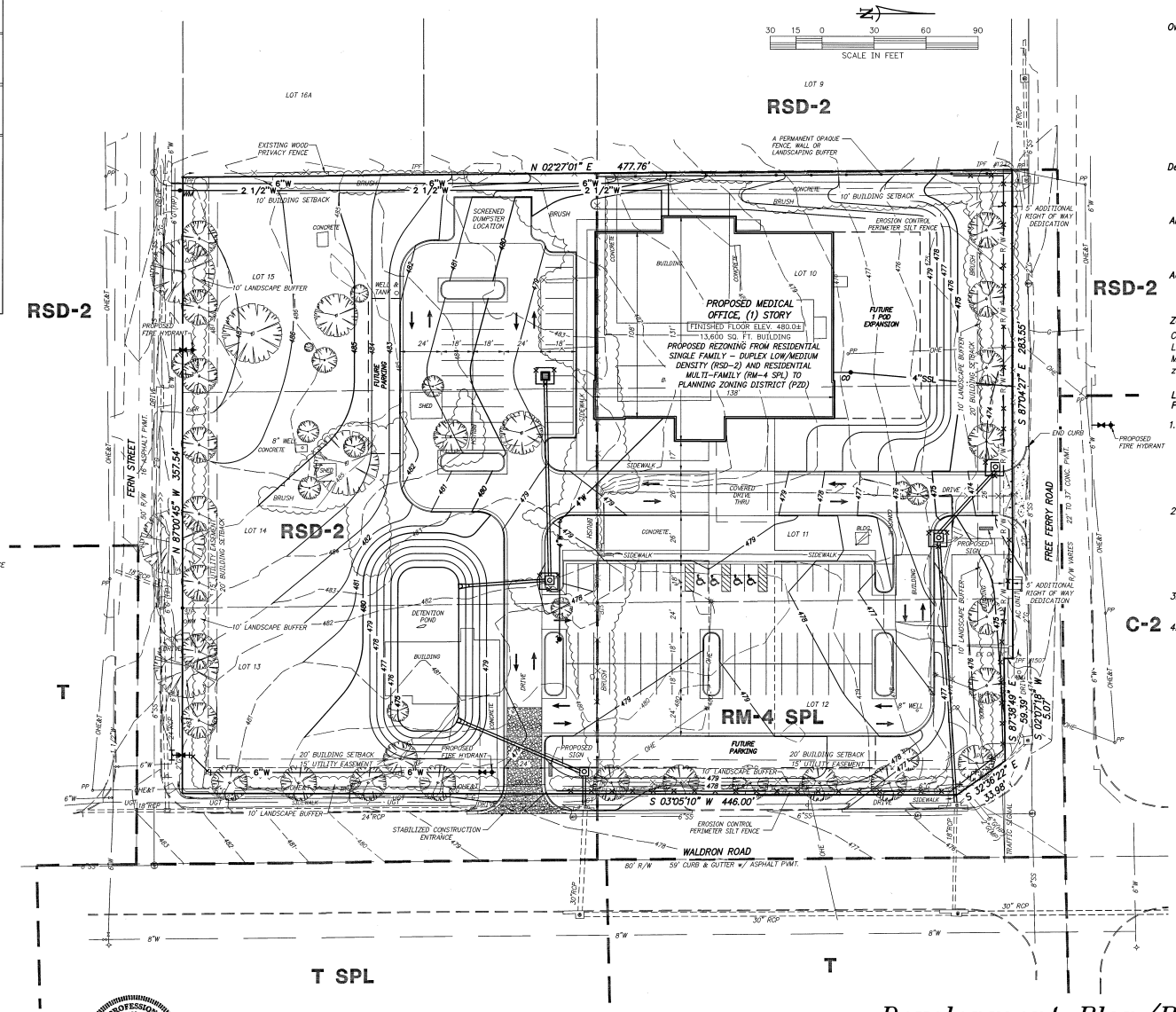
Surveyors Notes:

1. The property here-in surveyed lies outside of identified flood hazard areas, flood zone "X", based on FIRM Community Panel No. 05131C0130F, effective date: March 2, 2012.
2. Utilities are shown in there approximate locations, locations are based on field observations and field marked locations by the utility owner or their representative through the Arkansas One Call System.
3. Bearing system assumed, north line assumed S 87°04'27"E, based on Arkansas State Plane Coordinates, established UAFS base station.

Property Description – "As Surveyed"

Part of Lots 12 and 13 and all of Lots 10, 11, 14 and 15, Oakland Heights, an addition to the City of Fort Smith, (filed for record December 1, 1906, plat No. 27), Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 10, on the south right of way line of Free Ferry Road; thence S87°04'27"E along the north line of said Lot 10, 11 and 12, 283.55'; thence S02°07'18"W along said right of way line, 5.07'; thence S87°38'49"E along said right of way line, 59.39'; thence S32°36'22"E along said right of way line, 33.98' to the west right of way line of Waldron Road; thence S03°05'10"W along said right of way line, 446.00' to the south line of said Lot 13; thence N87°00'45"W along the south line of said Lots 13, 14 and 15, 357.54' to the southwest corner of said Lot 15; thence N02°27'01"E along the west line of said Lots 10 and 15, 477.76' to the Point of Beginning, containing 3.94 acres more or less.



Owners: OAKLAND HEIGHTS, LOTS 10, 11, AND 12
FIRST ASSET HOLDINGS, LLC
Attn: Charles Cook
P.O. Box 7
Fort Smith, AR 72902

OAKLAND HEIGHTS, LOT 13
Cynthia Butler Farrell
15 Champions Way
Rogers, AR 72758

OAKLAND HEIGHTS, LOTS 14 AND 15
Michael E. Butler, Trustee of the
Michael E. Butler Living Trust
8806 Meandering Way
Fort Smith, AR 72903

Developer: Mercy Health Fort Smith Communities
2710 Rife Medical Lane 479-338-2995
Rogers, Ar. 72758
Larry Young Larry.Young@Mercy.Net

Architect: Polk Stanley Wilcox Architects
2222 Cottondale Lane, Suite 100
Little Rock, Ar. 72202 501-378-0878
Jason Landrum jlandrum@polkstanleywilcox.com

Address: 1000 SOUTH WALDRON ROAD

Zoning:
Current zoning is Residential Single Family – Duplex Low/Medium Density (RSD-2) and Residential Multi-Family High Density (RM-4 SPL). Proposed zoning is Planned Zoning District (PZD).

Landscape Buffer Concept For Perimeter Treatment

1. A 10'-0" wide perimeter strip will be provided adjacent to right of way, 3" caliper shade tree, such as Willow Oak, Allee Elm, or substituted with any approved species by the U.D.O. shall be provided; at no more than 50'-0" on center.
2. Parking lot screen containing 24" minimum height evergreen shrub such as Dwarf Burford Holly or Glossy Abelia, or substituted with any approved species by the U.D.O. shall be provided; 3'-0" on center with minimum of 10 plants per 50'-0".
3. Remainder of perimeter buffer strip will be solid sod.
4. An automatic irrigation system will be provided.

C-2

Surveyors Certification:
This is to certify that this plat and survey on which it is based were made in accordance with the minimum standards as set forth in Standards of Practice No. 1, Arkansas Minimum Standards for Property Boundary Surveys and Plats by the State of Arkansas Land Survey Division.

REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF ARKANSAS No. 1874 KYLE SALTER REGISTERED 10/17/13

CERTIFICATE OF AUTHORIZATION HAWKINS-WEIR ENGINEERS, INC. No. 101 ARKANSAS ENGINEER

HAWKINS & WEIR ENGINEERS, INC.
110 South 7th Street • Van Buren, Arkansas 72956 • (479) 474-1227
211 Natural Resources Drive • Little Rock, Arkansas 72205 • (501) 374-4846
www.hawkins-weir.com

Development Plan/Preliminary Plat & Site Plan – OAKLAND HEIGHTS

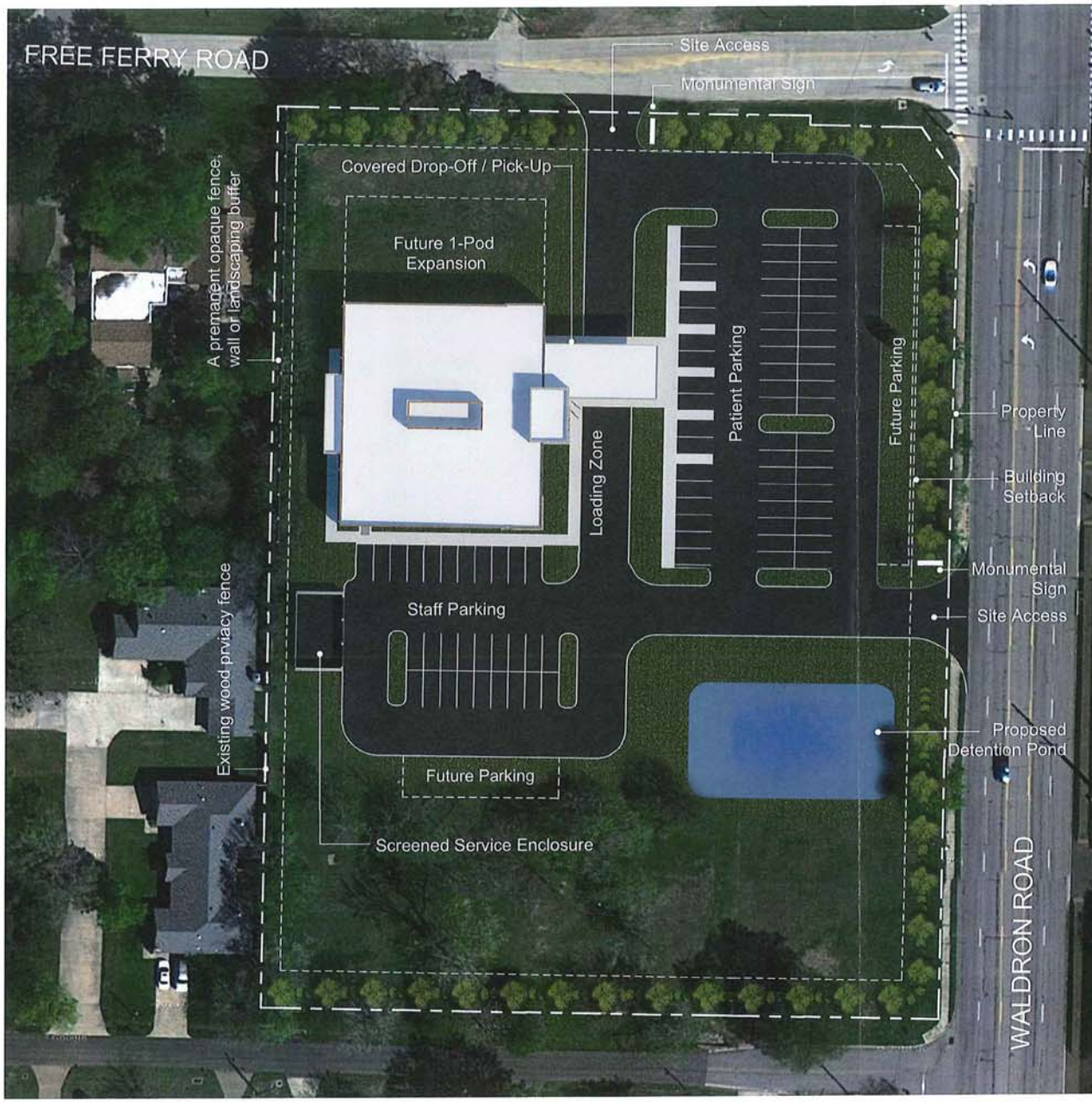
Lot 10A

BEING PART OF LOTS 10, 11, 12, 13, 14, and 15
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

DATE: OCTOBER, 2013 SCALE: 1"= 30'

JOB NO. 2013059

U:\DRAWINGS\PROJECTS\2013\2013059 MERCY FREE FERRY CLINIC ALTERNATE SITE\2013059-DEVELOPMENT PLAN.DWG, 10/17/2013 9:08 AM, AARON ST AMANT, LAYOUT1



MERCY FREE FERRY ROAD CLINIC

FORT SMITH, ARKANSAS

CONCEPTUAL SITE PLAN - (NOT TO SCALE)

PARKING DIMENSIONS

Parking stall requirements - 9' x 18' with a 24' drive aisle: 1 loading zone(s) required @ 12' x 35' each.

SITE DATA

Building Setback (for current RSD-2 and RM-4 SPL) - RSD-2: Front: 30'; Side (Interior) 7.5'; Side (R.O.W) 30'; Rear 10'; RM-4 SPL: Front: 20'; Side (Interior) 5'; Side (R.O.W.) 40'; Rear 5'

Building Setback for proposed PZD zoning (conforming to Transitional setback requirements) - Front 20'; Side (Interior) 5'; Side (R.O.W) 20'; Rear 10'

PARKING CALCULATIONS

Proposed Medical Office Building = 13,625 Gross SF

Number of Required Parking Spaces = Gross SF / (1 Space per 200 SF)

Number of Required Parking Spaces = 31,625 SF / 200 SF

Number of Required Parking Spaces = 69

Parking Spaces Provided = 74

Total Accessible Spaces Provided = 10

Total Number of Parking Spaces Provided = 84

SIGNAGE REQUIREMENTS

- Maximum Signage Area along Waldron Road (major arterial) - 32 SF
- Maximum Signage Area along Free Ferry Road (residential collector) - 32 SF
- Building signage mounted directly to the facade will not be larger than 5% of the facade area.

LANDSCAPE REQUIREMENTS

A 10'-0" wide perimeter strip will be provided adjacent to R.O.W. 3" caliper shade tree, such as Willow Oak or Allee Elm, or substituted with any approved species by the U.D.O. shall be provided; 6 trees at no more than 50'-0" on center. Parking lot screening containing 24" minimum height evergreen shrub such as Dwarf Burford Holly or Glossy Abelia, or substituted with any approved species by the U.D.O. shall be provided; 3'-0" o.c. with mininum of 10 plants per 50'-0". Remainder of perimeter buffer strip will be solid sod. An automatic irrigation system will be provided.

Mercy

POLK STANLEY WILCOX ARCHITECTS

WEST ELEVATION

NORTH ELEVATION

Mercy

MERCY FREE FERRY CLINIC

ALTERNATE SITE

POLK STANLEY WILCOX ARCHITECTS

EAST ELEVATION

SOUTH ELEVATION

Mercy

MERCY FREE FERRY CLINIC

ALTERNATE SITE

POLK STANLEY WILCOX ARCHITECTS

POLK STANLEY WILCOX ARCHITECTS

Mercy Free Ferry

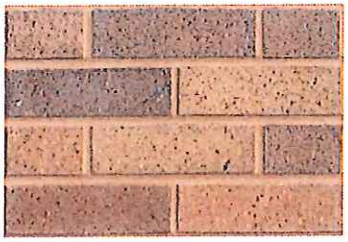
Building Materials List

10.16.13

Below is an image of the Dallas Street Clinic located at 7800 Dallas Street in Fort Smith, AR. Although not an exact duplicate, the material usage and scale of the proposed Free Ferry clinic will be similar to the Dallas Street Clinic.

Below is a list of proposed building materials for the Mercy Free Ferry Clinic.

1. Modular Brick Veneer [Field]



2. Modular Brick Veneer [Accent]

LITTLE ROCK
2222 Cottondale Lane
Suite 100
Little Rock, AR 72202
501.378.0878

FAYETTEVILLE
509 W. Spring St.
Suite 150
Fayetteville, AR 72701
479.444.0473

polkstanleywilcox.com

3. Natural Stone Veneer

4. Architectural Precast Concrete

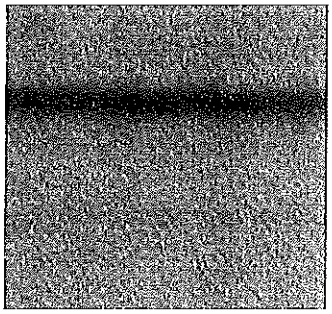
5. Portland Cement Plastering System

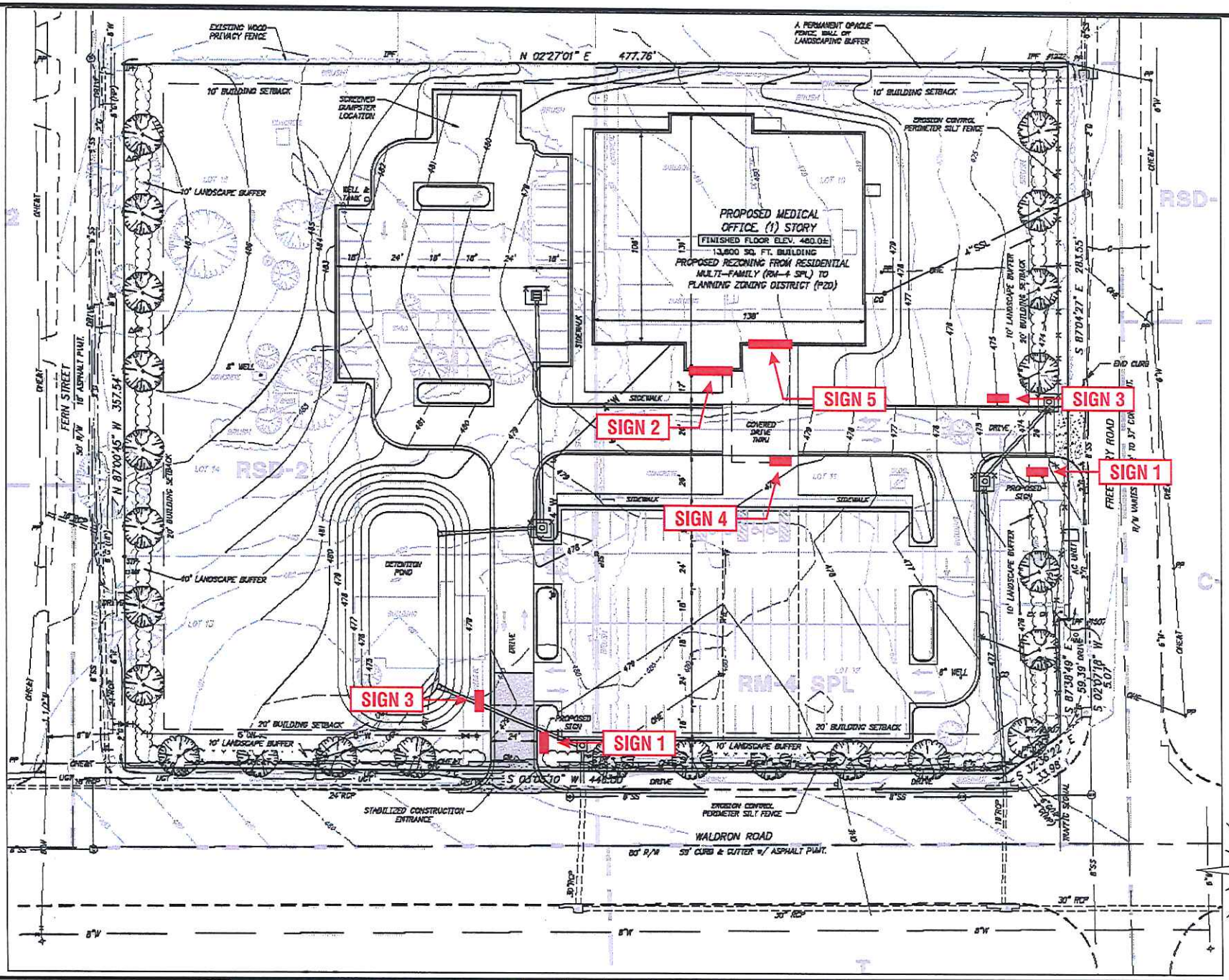
6. Aluminum Composite Metal Panels

7. Aluminum Storefront/Curtain-wall

8. Glazing Panels [1" Insulated Glass]

9. Rooftop Equipment Screen





Mercy

SITE PLAN

Location: 1000 S Waldron Rd
Fort Smith, AR

Proj #: 3702	Loc #: 989	Date: 10/17/13
Req #: 160815	Drawn By: COT	Page#: 2

Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:
Rev 1	000000	00/00/00	XXX	XXX	Note
Rev 2	000000	00/00/00	XXX	XXX	
Rev 3	000000	00/00/00	XXX	XXX	
Rev 4	000000	00/00/00	XXX	XXX	
Rev 5	000000	00/00/00	XXX	XXX	
Rev 6	000000	00/00/00	XXX	XXX	

FILE PATH: Active\ACCOUNTS\M\Mercy Health System\Locations\Project 3702\3702_989 Fort Smith_AR.cdr

DRAWINGS PREPARED BY:

The Icon Companies®

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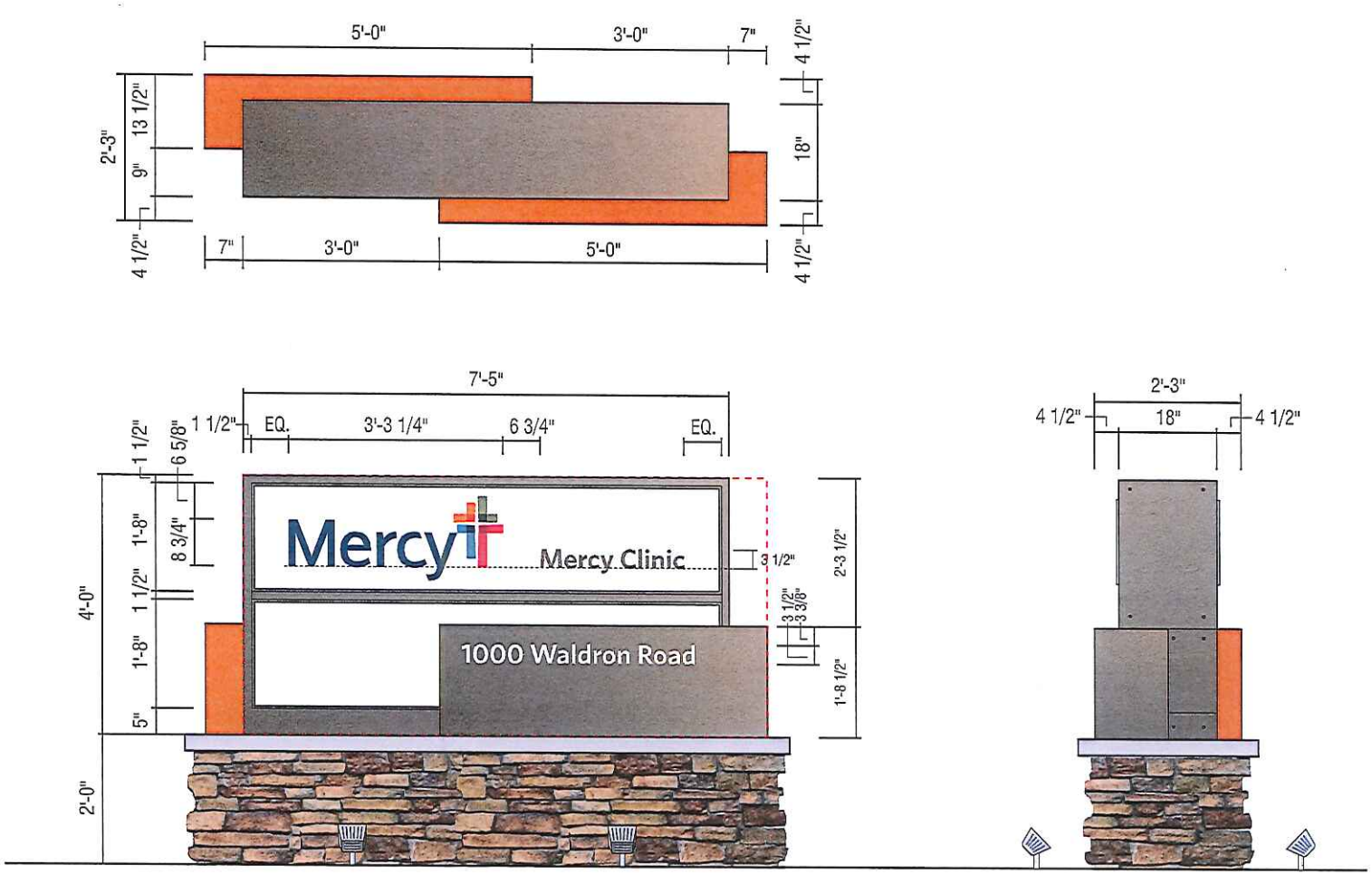
SIGN 1



CUSTOM **B2 4'-0" NON-ILLUMINATED MONUMENT W/ STONE BASE & EXTERNAL ILLUMINATION - (32 SQ. FT.)** **SIDE VIEW**

QTY: 2

SCALE: 3/8"=1'-0"

Mercy

RECOMMENDATION

Location: **1000 S Waldron Rd**
Fort Smith, AR

Proj #: **3702**	Loc #: **989**	Date: **10/17/13**
Req #: **160815**	Drawn By: **COT**	Page#: **2**

Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:
Rev 1	000000	00/00/00	XXX	XXX	Note
Rev 2	000000	00/00/00	XXX	XXX	
Rev 3	000000	00/00/00	XXX	XXX	
Rev 4	000000	00/00/00	XXX	XXX	
Rev 5	000000	00/00/00	XXX	XXX	
Rev 6	000000	00/00/00	XXX	XXX	

FILE PATH: **Active\ACCOUNTS\M\Mercy Health System\Locations\Project 3702\3702_989_Fort Smith_AR.cdr**

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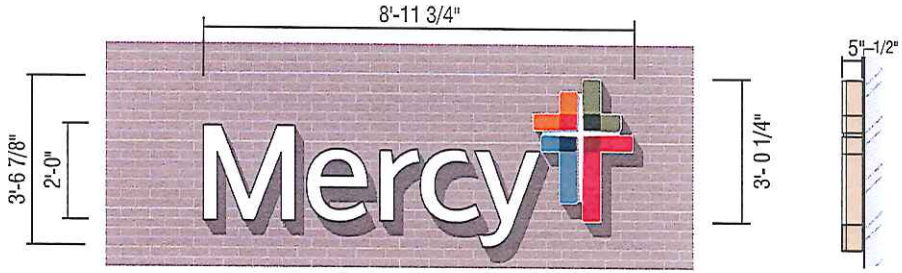
SIGN 2



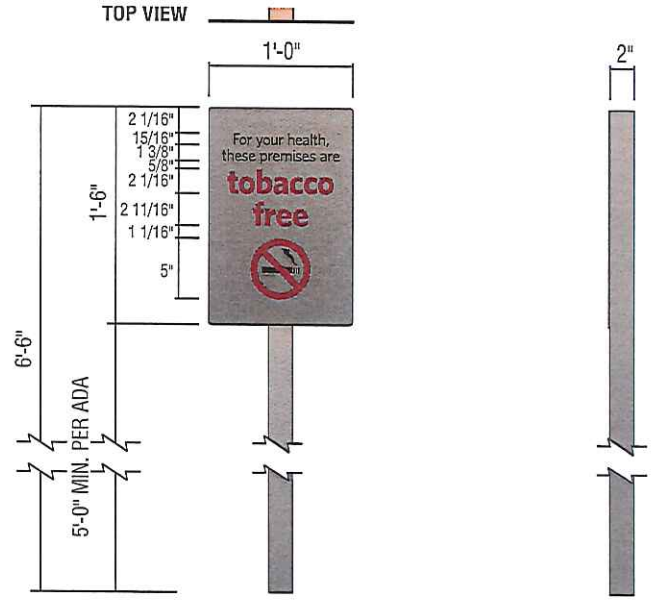
LIF-24-W ILLUMINATED WHITE CHANNEL LETTERS - FACE LIT

COPY: BRONZE #313 TRIM CAP, RETURNS: MERCY CHAMPAGNE (SW EN1380)
CROSS: WHITE TRIM CAP, RETURNS: MERCY CHAMPAGNE (SW EN1380)

SCALE: 1/4"=1'-0"

NOTE: FIELD VERIFY OVERALL HEIGHT AND/OR OVERALL LENGTH OF SIGNAGE AREA

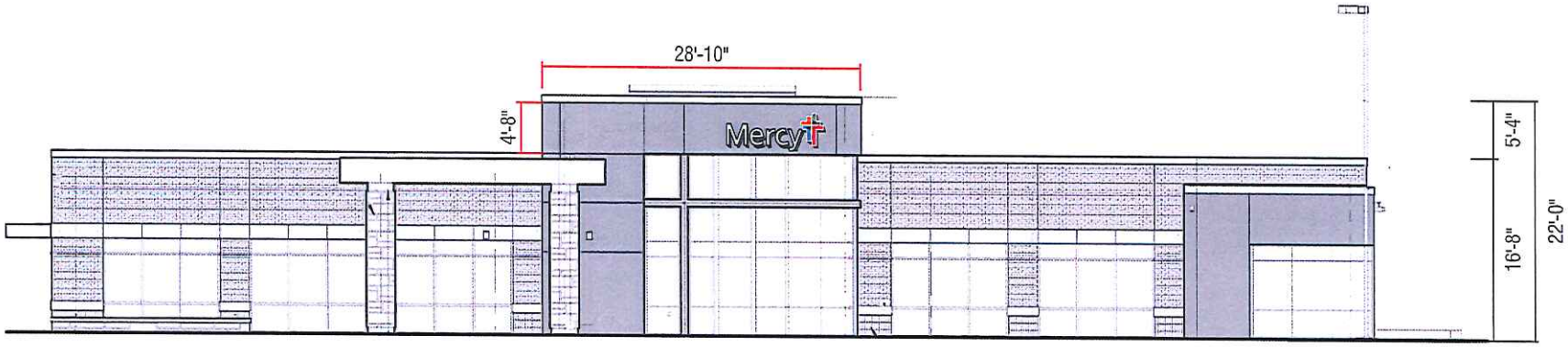
SIGN 3



TF-1-P POLE MOUNTED REGULATORY (1.5 SQ. FT.) SIDE VIEW

QTY: 2

SCALE: 3/4"=1'-0"



NORTH ELEVATION

QTY: 1

SCALE: 1/16"=1'-0"

NOTE: FIELD VERIFY PRIOR TO FABRICATION

STANDARD SPECS - SEE COLOR SPECIFICATION LIBRARY

Mercy

RECOMMENDATION

Location: 1000 S Waldron Rd
Fort Smith, AR

Proj #: 3702	Loc #: 989	Date: 10/17/13
Req #: 160815	Drawn By: COT	Page#: 2

Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:
Rev 1	000000	00/00/00	XXX	XXX	Note
Rev 2	000000	00/00/00	XXX	XXX	
Rev 3	000000	00/00/00	XXX	XXX	
Rev 4	000000	00/00/00	XXX	XXX	
Rev 5	000000	00/00/00	XXX	XXX	
Rev 6	000000	00/00/00	XXX	XXX	

FILE PATH: Active\ACCOUNTS\M\Mercy Health System\Locations\Project 3702\3702_989_Fort Smith_AR.cdr

DRAWINGS PREPARED BY:

The Icon Companies®

icon Icon Identity Solutions | ims ImageCare Maintenance Services | ess Enhanced Site Solutions

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Fort Smith Use Matrix	J	K	L	M	N	O					Q	R	S	T	U		W	X	Y	AB	Z	AC	AD	AE	AF
Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Size or density restrictions for any use may be noted in the district																									
Residence or Accommodation																									
Private Household																									
Single Family building																									
Structure: Accessory residential dwelling unit																P	P	P	P	P	P	P			
Structure: Detached	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
Structure: Duplex								P	P	P	P	P	P	P	P	P									
Structure: Guest house	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A									
Structure: Manufactured home														P											
Structure: Mobile home park														C											
Structure: Mobile home subdivision														C											
Structure: Row house							P							P											
Structure: Zero lot line dwelling unit							P							P											
Multifamily (apartments/condominiums)											P	P	P	P	C			P	P	P	P	P			
Community residential facility												P	P	P				P	P	P	P	P			
Group home, family	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
Group home, neighborhood											P	P	P	P				P	P	P	P	P			
Homeless shelter																					C	C	C		
Orphanage																		C	C	C	C	C			
Transitional dwelling														P											
Housing for the Elderly																									
Assisted living											C	C	C	C	C	C		P	P	P	P	P			
Retirement housing											P	P	P	P	P	P		P	P	P	P	P			
Hotels, Motels, or other Accommodations																									
Bed and breakfast inn											C	C	C	C	C	C	C	P	P	P	P	P			
Dormitory, sorority, fraternity											C	C	C	C				C	C	C	C	C			
Hotel/motel																				P	P	P			
Rooming or boarding house											C	C	C	C				P	P	P	P	P			
General Sales or Services																									
Automobile Sales or Service																									
Auto & vehicle impoundment or holding yard (no salvage)																					C		P	P	P
Auto and vehicle dealer																					P	P	P	P	P
Auto and vehicle towing (wrecker)																					P		P	P	P
Auto auction																							P	P	P
Auto body shop and paint (new parts)																					C		P	P	P
Auto detailing service																		C	P	P	P	P	P	P	P
Auto glass, muffler, and seatcover shop																		C	C	C	P		P	P	P
Auto parts and accessories sales																			P	P	P	P	P	P	P
Auto quick lube																			P	P	P	P	P	P	P
Auto repair																					P		P	P	P
Auto repair or assembly (salvage parts)																									P

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Boat or marine craft dealer																					P		P	P	P
Car wash - full service																					P		P		
Car wash self-service																		C	P	P	P	P	P		
Gasoline service station																				P	P		P	P	P
Motorcycle or ATV sales & service																					P		P	P	P
Tire sales																					P		P	P	P
Truck stop/travel plaza																					C		C	C	
Heavy Consumer Goods Sales or Service																									
Agricultural equipment and supplies (sales & service)																					P	P	P	P	P
Appliance repair - (Large)																					P		P	P	P
Appliance repair (Small)																			P	P	P	P	P	P	P
Bus, truck sales and service																					P		P	P	P
Clothing and personal items (repair)																		P	P	P	P	P			
Commercial,industrial machinery & equipment (sales & service)																					P		P	P	P
Department store, warehouse club or superstore																				P	P				
Computer and software shop																	P	P	P	P	P	P	P		
Electronics and appliances (new)																		P	P	P	P	P	P		
Electronics and appliances (used)																					P		P		
Floor, paint, wall coverings, window treatments																			P	P	P	P	P		
Furniture or home furnishings (new)																		P	P	P	P	P	P		
Furniture or home furnishings (used)																					P	P	P		
Furniture repair and upholstery shop																					P		P	P	P
Greenhouse (sales)																				P	P	P	P		
Hardware store																			P	P	P		P		
Hardware store (neighborhood)																		P				P	P		
Home improvement center																				P	P		P		
Lawn and garden supplies																		C	P	P	P	P	P		
Locksmith																	P	P	P	P	P	P	P		
Lumber yard and building materials																							P	P	P
Mall or shopping center																				P	P				
Manufactured home and mobile home sales and service																					P		P	P	P
Oil and gas equipment (sales and service)																							P	P	P
Sand, gravel, stone, or earth sales and storage																					C		P	P	P
Swimming pool sales and supply store (w/o storage yard)																			P	P	P	P	P		
Truck or tractor sales and service facility																					P		P	P	P
Durable Consumer Goods Sales or Service																									
Bait and tackle shop																			P	P	P	P	P		
Bicycle sales and service																	C	C	P	P	P	P	P		
Bookstore															P		P	P	P	P	P	P			
Bridal shop															P	P	P	P	P	P	P	P			
Cameras, photographic supplies and services															P		P	P	P	P	P	P			
Clothing, jewelry, luggage, shoes, accessories															C		P	P	P	P	P	P			

Chart F

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Gift shop															P		P	P	P	P	P	P			
Sewing machine store (sales & service)																		P	P	P	P	P			
Sporting goods, toys, & musical instruments																		P	P	P	P	P			
Thrift store																		P	P	P	P	P	P		
Consumer Goods, Other																									
Antique shop															P		P	P	P	P	P	P			
Art dealers, art studio, galleries, supplies															P		C	P	P	P	P	P			
Arts and craft shop															P		P	P	P	P	P	P			
Flea market (indoor)																					P	P	P		
Flea market (outdoor)																							C		
Florist shop															P		P	P	P	P	P	P			
Hobby shop															P		P	P	P	P	P	P			
Office supply store																			P	P	P	P	P		
Pawnshop																					P		P		
Pawnshop (no outside storage)																			P	P	P	P	P		
Tobacco shop																	P	P	P	P	P	P			
Grocery, Food, Beverage, Dairy																									
Bakery or confectionery shop															P		P	P	P	P	P	P			
Beer, wine and liquor store (with drive-through)																		C	P	P	P	P			
Beer, wine and liquor store (without drive-through)																		P	P	P	P	P			
Convenience store (with gasoline sales)																		C	P	P	P	P	P		
Farmer's market																		P	P	P	P	P	P		
Fruit and vegetable store															P		C	P	P	P	P	P	P		
Grocery store or supermarket															P		P	P	P	P	P	P	P		
Neighborhood store															P			P	P	P	P	P			
Health and Personal Care																									
Cosmetics, beauty supplies, and perfume stores																	P	P	P	P	P	P			
Medical appliance services																		P	P	P	P	P	P		
Optical shop																	P	P	P	P	P	P			
Pharmacy or drug store																	P	P	P	P	P	P			
Finance and Insurance																									
Auto insurance claims office																		P	P	P	P		P		
Automatic teller machine																P	P	P	P	P	P	P	P		
Bank, credit union, or savings institution																P	P	P	P	P	P	P	P		
Credit and finance establishment																P	P	P	P	P	P	P	P		
Fund, trust, or other financial establishment															P	P	P	P	P	P	P	P	P		
Insurance office															P	P	P	P	P	P	P	P	P		
Investment banking, securities, and brokerages															P	P	P	P	P	P	P	P	P		
Rental and Leasing																									
Auto (rental and leasing)																					P		P	P	P
Commercial, industrial machinery & equipment																					P		P	P	P
Consumer rental center																		P	P	P	P	P	P		

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Oil and gas field equipment																							P	P	P
Video, music, software																		P	P	P	P	P			
Business, Professional, Scientific, and Technical Services																									
Professional Services																									
Abstract services															P	P	P	P	P	P	P	P	P		
Accounting, tax, bookkeeping,payroll															P	P	P	P	P	P	P	P	P		
Advertising and media services															P	P	P	P	P	P	P	P	P		
Architectural, engineering															P	P	P	P	P	P	P	P	P		
Carpet and upholstery cleaning																			P	P	P	P	P	P	P
Consulting services															P	P	P	P	P	P	P	P	P		
Extermination and pest control																					P		P	P	P
Graphic, industrial, interior design															P	P	C	P	P	P	P	P	P		
Investigation and security services																			P	P	P	P	P	P	
Janitorial services																			P	P	P	P	P	P	
Legal services															P	P	P	P	P	P	P	P	P		
Medical laboratory																							P	P	P
Medical laboratory (no animal research/testing)																			C	C	C	C	P	P	
Offices, corporate															P	P	P	P	P	P	P	P	P		
Offices, general															P	P	P	P	P	P	P	P	P	P	P
Property management services (office only)															P	P	P	P	P	P	P	P	P		
Real estate agency															P	P		P	P	P	P	P	P		
Travel arrangement and reservation services															P	P		P	P	P	P	P	P		
Administrative Services																									
Business support services															P	P	P	P	P	P	P	P	P		
Collection agency															P	P	P	P	P	P	P	P	P		
Employment agency																			P	P	P	P	P		
Employment agency (day labor)																					P		P		
Facilities support services															P	P	P	P	P	P	P	P	P		
Office and administrative services															P	P	P	P	P	P	P	P	P		
Telemarketer/call center																			P	P	P	P	P		
Food Services																									
Bar or tavern																		C	C	C	P	P	P		
Beer garden																			C	C	C	P	C		
Catering service																		P	P	P	P	P	P		
Food distribution center																							P	P	
Mobile food services																					P		P	P	
Restaurant															P		C	P	P	P	P	P	P		
Restaurant (with drive-in services)																			P	P	P		P		
Restaurant (with drive-through services)																		C	P	P	P	P	P		
Restaurant (with outdoor dining)																		C	C	C	C	P	C		
Vending																					P		P	P	
Personal Services																									

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Bail bonds office																					P	P	P	P	
Barber shop/salon/spa/massage services															P		C	P	P	P	P	P			
Laundry (commercial/industrial)																							P	P	P
Laundry and cleaning facilities (self-service)																	P	P	P	P	P		P		
Laundry, cleaner																		P	P	P	P		P		
Laundry, cleaner (drop-off station)																	P	P	P	P	P	P	P		
Photocopy shop																	P	P	P	P	P	P	P		
Photography studio															P		P	P	P	P	P	P	P		
Print shop																		P	P	P	P	P	P	P	
Shoe repair shop															P		P	P	P	P	P	P			
Tailor shop															P		P	P	P	P	P	P			
Tanning salons															P		C	P	P	P	P	P			
Tattoo/body piercing parlor																			P	P	P	P			
Weight loss centers																		P	P	P	P	P			
Pet and animal services																									
Animal and pet services (indoor)																		P	P	P	P	P	P	P	P
Animal and pet services (outdoor)																					P		P	P	P
Animal shelter																							P	P	P
Equestrian facilities																							P	P	P
Kennels																					P		P	P	P
Pet cemetery																		C	C	C	C		C	C	C
Pet shop																		C	P	P	P	P	P		
Pet supply store																		C	P	P	P	P	P	P	P
Veterinary clinic (no outdoor kennels)																		P	P	P	P	P	P	P	P
Veterinary clinic (with outdoor kennels)																					P		P	P	P
Automobile Parking Facilities																									
Parking garage																			C	C	P	P	P	P	P
Parking lot (commercial)																					P	P	P	P	P
Parking lot (off site)																C	C	P	P	P	P	P	P	P	P
Manufacturing and Wholesale Trade																									
Food, Textiles and Related Products																									
Animal food processing																							C	C	P
Clothing manufacturing																							P	P	P
Food and beverage processing																							P	P	P
Leather and allied products																									P
Textiles																								P	P
Tobacco manufacturing																								P	P
Wood, Paper and Printing Products																									
Cabinet and woodwork shop																							P	P	P
Furniture or home furnishings																								P	P
Manufacturing, boxes/containers/corrugated																							P	P	P
Manufacturing, packaging material																							P	P	P

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Paper and printing materials																							P	P	P
Wood products manufacturing plant																								P	P
Chemicals, Metals, Machinery, and Electronics Mfg.																									
Acid manufacturing																									P
Asphalt or concrete batching plant (permanent)																									P
Chemicals, plastics and rubber industry																								C	P
Electrical equipment, applicance and components mfg.																							P	P	P
Explosives manufacturing																									C
Foundary or metal-works facility																								P	P
Laboratory (manufacturing)																							P	P	P
Machine, welding, or sheet metal shop																							P	P	P
Nonmetallic manufacturing																								C	P
Petroleum and coal products																									C
Pharmaceutical manufacturing																							P	P	P
Refinery																									C
Tire retreading																									P
Miscellaneous Manufacturing																									
Auto manufacturing																								P	P
Barge and ship manufacturing																									P
Boat manufacturing																							P	P	P
Dolls, toys, games, musical instruments																							P	P	P
Jewelry and silverware																							P	P	P
Manufacturing, batteries																							P	P	P
Manufacturing, fibergass																								P	P
Manufacturing, foam products																								P	P
Manufacturing, heavy																									P
Manufacturing, light																							P	P	P
Manufacturing, medium																								P	P
Manufacturing, motors, drives, and generators																								P	P
Office supplies																							P	P	P
Wholesale Trade Establishment																									
Durable goods																					P	P	P	P	P
Electrical, plumbing, heat & air conditioning																							P	P	P
Nondurable goods																					P	P	P	P	P
Warehouse and Storage Services																									
Auto salvage yard																									P
Building materials salvage yard																								P	P
Bulk petroleum storage																									P
Container storage																					P		P	P	P
Mini storage warehouse																					P		P	P	P
Packaging and distribution center																							P	P	P
Petroleum distribution facility																							C	P	P

Chart F

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Portable storage Unit																					P		P	P	P
Vehicle storage yard																					P		P	P	P
Warehouse																							P	P	P
Transportation, Communication, Information and Utilities																									
Transportation Services																									
Airport																							P	P	P
Bus station and terminal																					C	C	C	C	C
Courier and messenger services																		C	P	P	P	P	P	P	P
Ferry boat facility																							P	P	P
Heliport																			A	A	A	A	P	P	P
Limousine service																					P	C	P	P	P
Mail services																	C	C	P	P	P	P	P	P	P
Marina																							P	P	P
Motor freight terminal																							P	P	P
Moving and storage																							P	P	P
Moving company																					P		P	P	P
Pipeline transportation																								P	P
Port facility																								P	P
Rail transportation																						P	P	P	P
Taxicab service																					P		P	P	P
Communications and Information																									
Commercial communication towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C			C	C	P	P	P	C	P	P	P
Data processing facility																		C	P	P	P	P	P		
Motion pictures and sound recording studios																			P	P	P	P	P	P	P
Printing commercial/industrial																							P	P	P
Telecommunications and broadcasting studios																			P	P	P	P	P	P	P
Utilities and Utility Services																									
Amateur radio transmitting towers			C	C	C	C	C	C	C	C	C	C	C	C			C	C	P	P	P	C	P	P	P
Electric power plant																							C	C	P
Hazardous waste treatment and disposal																									C
Incinerator																									P
Nuclear power plant																									C
Radio, television, and microwave transmitting towers																		C	P	P	P	C	P	P	P
Recycling center																							C	P	P
Recycling collection station																		C	C	C	C	C	P	P	P
Sanitary landfill																									P
Solid waste collection																								P	P
Utility shop, storage yard or building																					C		P	P	P
Utility substation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P
Wastewater treatment plant																								P	P
Arts, Entertainment, and Recreation																									
Performing Arts or Supporting Establishments																									

Chart F

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Drive-in theater																					C		C		
Movie theater																				P	P	P			
Performance theater															P					P	P	P			
Carnival or circus (temporary with permit)																		P	P	P	P	P	P	P	
Fairground/rodeo ground																					P		P	P	
Museums and Other Special Purpose Recreational Institutions																									
Historical or archaeological institution															P							C			
Museum															P			C	C	C	C	P			
Zoos, botanical gardens, arboreta																					C	P	C	C	
Amusement, Sports, or Recreation Establishment																									
Amusement center (indoor)																		P	P	P	P	P	P		
Amusement center (outdoor)																					C	C	C	C	
Convention/Event center																		C	C	P	P	P	P		
Bingo parlor																				P	P	P			
Casino gaming business																							C	C	C
Country club	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C				
Dance hall/night club																				P	P	P	P		
Private club																				P	P	P	P		
Race track																								C	C
Fitness, Recreational Sports, Athletic Club																									
Bowling alley																		C	P	P	P	P	P		
Community recreation center										C	C	C	C	C			C	C	C	C	C	C	C		
Driving range (outdoor)																				C	P	P	P	P	P
Golf course			C	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C		C	C	C
Pistol Range (Indoor)																					C	C	C	C	C
Health club															P			C	C	P	P	P	P	P	
Fitness studio															P			P	P	P	P	P	P		
Indoor Games Facility																									
Miniature golf course																			P	P	P	P	P		
Pool hall																		C	C	C	P	P	P		
Sexually oriented business (see Ft. Smith Muni. Code Sec.14-141)																					P			P	P
Skating rink																				P	P	P	P		
Sports complex/athletic field																					C	C	C	C	
Swimming pool																		C	C	C	P	C	C		
Water park																					C		C		
Camps, Camping, and Related Establishments																									
Camps, camping, and related establishments																					C		P	P	
Natural and Other Recreational Parks																									
Park or playground (public and nonpublic)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Education, Public Administration, Health Care and Other Institutions																									
Educational Services																									
College, university, or seminary	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C		C	C	C	C	C	C		

Chart F

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Fine art and performance education														C	C	C	C	C	C	C	C	C	C		
Library or public arts complex			C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		
Nursery school	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
Preschool	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
Primary and secondary school	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		
School, business professional														C	C	C	C	C	C	C	C	C	C		
School, technical or trade																					C	C	C	C	
Public Administration - Government																									
Criminal justice facility																						C	C	C	
Detention facility																						C	C	C	
Government office															P		P	P	P	P	P	P	P		
Public Safety																									
Emergency response station																C	P	P	P	P	P	C	P	P	P
Fire and rescue station	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	P	P	P	P
Police station																	C	C	C	C	C	C	C	C	C
Police substation (no incarceration)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	P	P	P	P
Health and Human Services																									
Community health and welfare clinic																			C	C	C	C	C		
Diagnostic laboratory testing facility																C		C	C	C	P	C	P		
Doctor office and clinic															P	P		P	P	P	P	P	P	P	
Hospice residential care facility																P		P	P	P	P	P			
Hospital																C		P	P	P	P	P			
Mental health hospital																C		C	C	C	C	C			
Nursing home																C		C	C	C	C				
Substance abuse treatment facility																C		C	C	C	C				
Social Assistance, Welfare, and Charitable Services																C									
Child and youth services (office)																	P	P	P	P	P	P			
Day care Home (12 or less)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C									
Day care center															C			C	C	C	C	C	C	C	
Community food services																					C	C	C		
Emergency and relief services																			P	P	P		P		
Family support services																					P	P	P		
Senior citizen center											C	C	C	C	C	C	C	C	C	C	C	C	P		
Vocational rehabilitation																					C		C	C	
Religious Institutions																									
Church, synagogue, temple, mosque	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
Rectory, convent, monastery											C	C	C	C	C	C	A	A	A	A	A	A	A		
Note: educational/hospital facilities owned or run by																									
religious institutions are classified by use not ownership																									
Wedding chapel															P			P	P	P	P	P			
Death Care Services																									
Cemetery, mausoleum, crematorium, funeral home, & mortuary																		C	C	C	C		C		

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Monument (manufacturing)																							P	P	
Monument (sales)																		P	P	P	P		P	P	
Associations, Nonprofit Organizations																									
Lodge or fraternal organization															C			C	C	C	C	C	P	P	
Construction-Related Businesses																									
Contractor's office																P	P	P	P	P	P	P	P	P	P
Contractor's shop and storage yard																					C		P	P	P
Glass sales and service																					P		P	P	P
Landscaping contractor																					C		P	P	P
Sign contractor																					C		P	P	P
Mining and Extraction Establishments																									
Coal mining																									C
Metallic mining																								C	P
Non-metallic manufacturing and mining																								C	P
Agriculture, Forestry, Fishing, and Hunting																									
Grain storage and processing																								C	P
Livestock yard, feed lot, holding pens, and auction facility																								C	C
Commercial grower																							P	P	P
Tanning and Slaughtering of Animals or Fowl																									
Animal slaughter and processing																								C	C
Note: Section 4-5 of the Fort Smith Municipal Code prohibits																									
the collection or keeping of hogs or swine within the																									
Fort Smith city limits																									
Forestry and Logging																									
Fishing, Hunting and Trapping, Game Preserves																									
Taxidermy shop																					P		P	P	

CHART I - LAND USE & ZONING COMPARISON

LAND USE NAME	PROPOSED PZD	T
BANK, CREDIT UNION, OR SAVINGS INSTITUTION	P	P
CREDIT AND FINANCE ESTABLISHMENT	P	P
FUND, TRUST, OR OTHER FINANCIAL ESTABLISHMENT	P	P
INSURANCE OFFICE	P	P
INVESTMENT BANKING, SECURITIES, AND BROKERAGES	P	P
ABSTRACT SERVICES	P	P
ACCOUNTING, TAX, BOOKKEEPING, PAYROLL	P	P
ADVERTISING AND MEDIA SERVICES	P	P
ARCHITECTURAL, ENGINEERING	P	P
CONSULTING SERVICES	P	P
LEGAL SERVICES	P	P
OFFICES, CORPORATE	P	P
OFFICES, GENERAL	P	P
PROPERTY MANAGEMENT SERVICES (OFFICE ONLY)	P	P
REAL ESTATE AGENCY	P	P
TRAVEL ARRANGEMENT AND RESERVATION SERVICES	P	P
BUSINESS SUPPORT SERVICES	P	P
FACILITIES SUPPORT SERVICES	P	P
OFFICE AND ADMINISTRATIVE SERVICES	P	P
DOCTOR OFFICE AND CLINIC	P	P
HOSPICE RESIDENTIAL CARE FACILITY	P	P
CONTRACTOR'S OFFICE	P	P

PROPOSED PZD WILL HAVE SAME LAND USE FUNCTIONS AS T, BUT WILL BE REDUCED TO THOSE LISTED ABOVE.

HAWKINS-WEIR ENGINEERS, INC.

Engineering Client Success

October 1, 2013

Mr. Stan Snodgrass, P.E.
Director of Engineering
City of Fort Smith
P.O. Box 1908
Fort Smith, Arkansas 72902-1908

Re: Mercy Free Ferry Road Clinic (Alternate Site)
Traffic Statement
Fort Smith, Arkansas
HWEI Project No. 2013059

Dear Mr. Snodgrass:

Per the City's request, please find enclosed for your review and approval a copy of the Traffic Statement (TS) for the proposed Mercy Free Ferry Road (alternate site) medical clinic project. The TS was prepared based on the City's Unified Development Ordinance (UDO) requirements.

The percentage of increase in traffic for A.M. and P.M. peak trips is less than or equal to 2.1% for either Free Ferry or Waldron Road. It is our opinion that the additional traffic generated by the Mercy Free Ferry Road (alternate site) clinic should have a minimal effect on the current traffic conditions for both Free Ferry and Waldron Road.

If you have any questions or comments, please feel free to call and we can discuss them.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

J. Kyle Salyer

J. Kyle Salyer, P.E., P.S.

JKS/gch
Enclosure: Traffic Statement (1 copy)

cc: Mr. Larry Young, Mercy Hospital Northwest

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846 • Fax: (501) 374-4886
www.hawkins-weir.com

Project: Mercy Free Ferry Road Clinic (Alternate Site)
Project No.: 2013059
Date: October 1, 2013

Project Summary

Mercy Medical is planning a new development within the City of Fort Smith at the southwest corner of Waldron and Free Ferry Road. It is a Medical Office Building with 13,364 square feet of gross building floor area. It will have approximately 9 full time doctors. The Mercy Clinic will have two access points or driveways, one on Free Ferry Road and the other on Waldron Road. This report summarizes the traffic impacts for the proposed development.

Trip Projections

The expected number of trips generated by the Mercy Clinic along Waldron and Free Ferry Road is determined using the 8th edition of the ITE Publication "Trip Generation". The number of doctors is the independent variable used for the calculations. The number of doctors at the Mercy Clinic is assumed to be 9. Table 1 summarizes the calculations for projected trips for both the A.M. peak and P.M. peak. The Mercy Clinic will generate 40 trips, 20 entering and 20 exiting during the P.M. peak.

Table 1: ITE Trip Generation for Clinics (ITE Class 630)

Land Use Type	ITE Class	Trip Independent Variable	Average Weekday									
			Per Peak Hour Adjacent Street Traffic		AM Peak Directional Distribution		AM Peak Directional Volume		PM Peak Directional Distribution		PM Peak Directional Volume	
			Between 7-9 AM	Between 4-6 PM								
			vph	vph	In	Out	In	Out	In	Out	In	Out
Clinic	630	Full-Time Doctors	3.6	4.43	0.5	0.5	16.2	16.2	0.5	0.5	19.9	19.9
		9	32.4	39.9								

Trip Distribution

The 40 P.M. peak trips are then distributed to both driveways at Waldron and Free Ferry Road. Figure 1 shows the projected trips for the P.M. peak Waldron and Free Ferry Road created by the Mercy Clinic. The 33 A.M. peak trips are also distributed to both driveways. Figure 2 shows the projected trips for the A.M. peak.

Traffic Analysis

The 2012 Annual Average Daily Traffic (ADT) Estimates from the Arkansas State Highway and Transportation Department are used to determine existing traffic along Waldron and Free Ferry Road. Waldron has an ADT of 13,000 vehicles per day (vpd). Free Ferry has an ADT of 7,200 vpd. The A.M. and P.M. peak traffic counts are estimated using an A.M. peak factor of 8% and a P.M. peak factor of 10%. Table 2 shows the existing peak daily traffic.

Table 2: Existing Peak Daily Traffic

Street	ADT	A.M. Peak Factor	P.M. Peak Factor	A.M. Peak Trips, vph	P.M. Peak Trips, vph
Waldron	13,000	8%	10%	1040	1300
Free Ferry	7,200	8%	10%	576	720

The projected traffic is then added to the existing traffic to show the anticipated traffic after development of Mercy Clinic. The total anticipated traffic is shown in Table 3.

Table 3: Projected Peak Daily Traffic after Development

Street	A.M. Peak Trips, vph	P.M. Peak Trips, vph	Percent Increase A.M. Post Development	Percent Increase P.M. Post Development
Waldron	1061	1326	2.0%	2.0%
Free Ferry	588	734	2.1%	1.9%

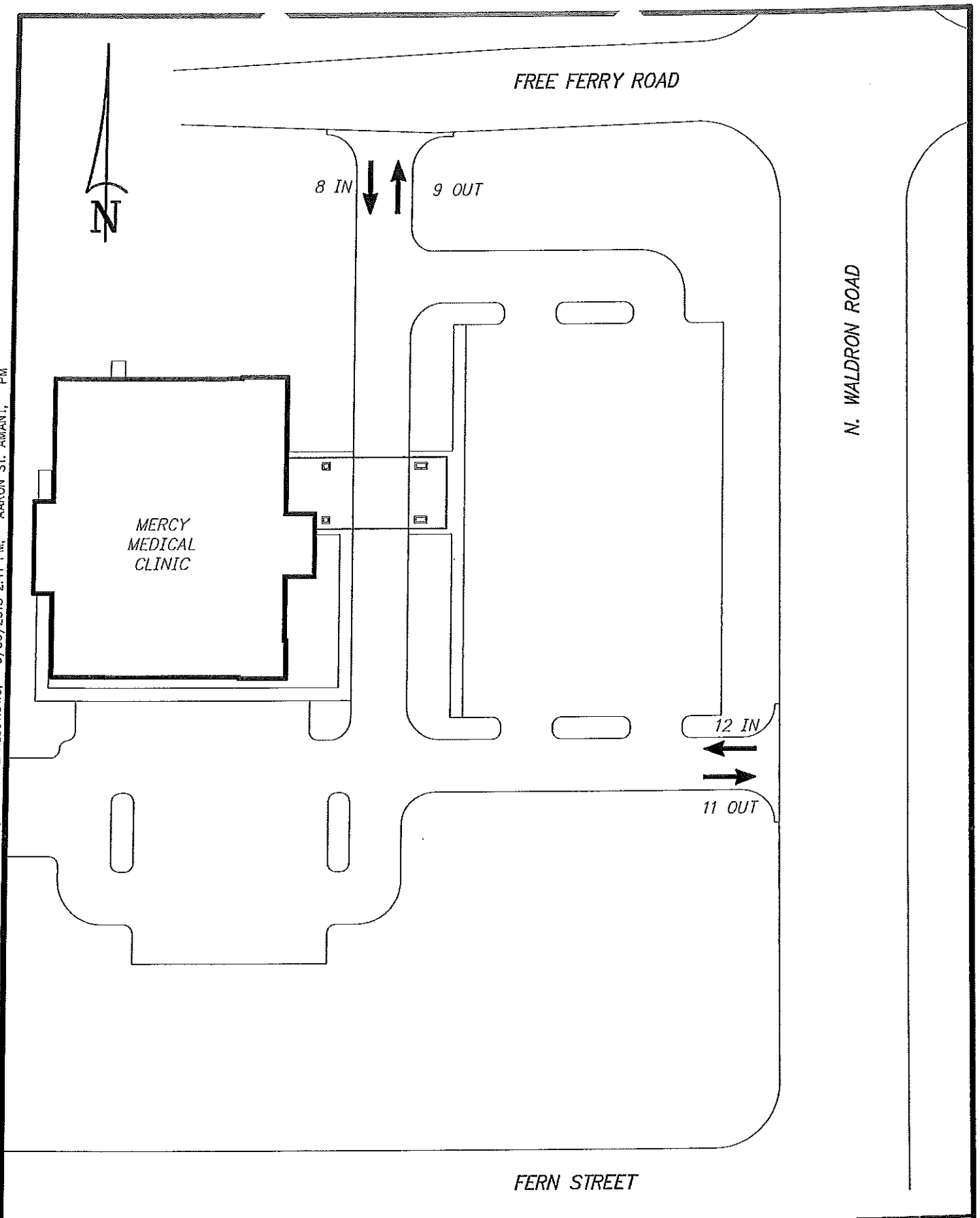
Conclusion

Based on the projected traffic, the development of Mercy Clinic should have a minimal impact on the traffic patterns of Waldron and Free Ferry Road. The percent increase in post development traffic counts for both A.M. and P.M. peak trips is less than or equal to 2.1% for Free Ferry Road and 2.0% for Waldron Road. Based on the minimal projected increase, no additional traffic control or improvement measures are recommended.

Kyle Salyer, P.E., P.S.

J. Kyle Salyer

Hawkins-Weir Engineers, Inc.



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HAWKINS & WEIR ENGINEERS, INC.
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211 Natural Resources Drive • Little Rock, Arkansas 72205 • (501) 374-4846
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FIGURE 1
P.M. PEAK TRIP DISTRIBUTION
MERCY FREE FERRY ROAD CLINIC

OCTOBER, 2013	N.T.S.	2013059

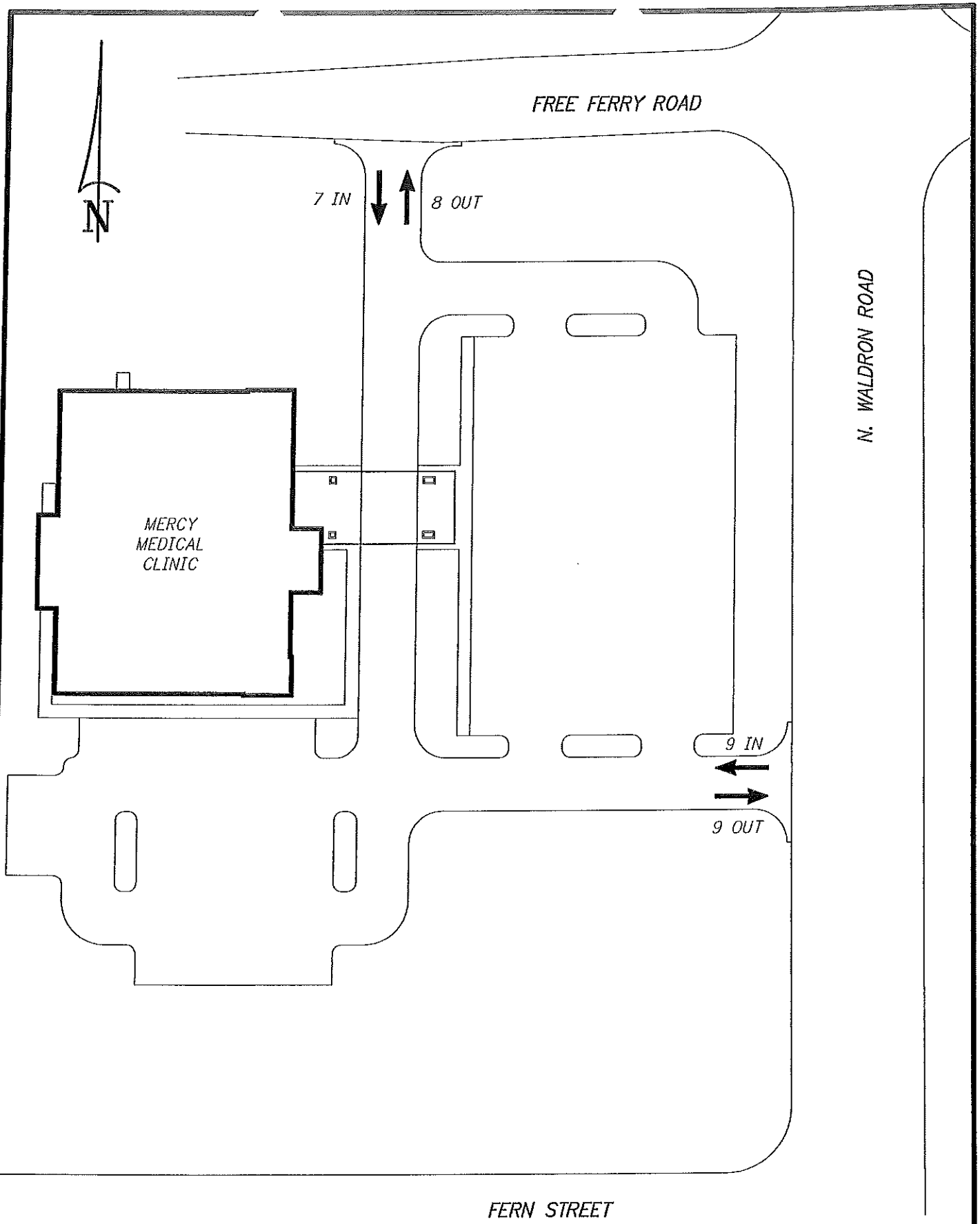

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FIGURE 2
A.M. PEAK TRIP DISTRIBUTION
MERCY FREE FERRY ROAD CLINIC

OCTOBER, 2013	N.T.S.	2013059

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 November 12, 2013, 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. 16-11-13 to rezone certain properties hereinafter described, and, having considered said request, recommended on November 12, 2013, 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 Mixed Use Employment & Park/Open Space to Mixed Use Employment and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

> Part of the Northeast Quarter of the Southwest Quarter, part of the Northwest Quarter of the Southeast Quarter, and part of the Northeast Quarter, all in Fractional Section 8, Township 8 North, Range 32 West, part of the South Half of the Southeast Quarter and part of the Northeast Quarter of the Southeast Quarter, all in Fractional Section 5, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Northeast Corner of said Fractional Section 8, said point being marked with an existing 2" aluminum cap; Thence N90°00'W, 862.7 feet to the westerly right-of-way line of River Front Drive; Thence along said right-of-way line the following bearings and distances: S13°53'W, 277.7 feet; S25°58'W, 411.7 feet; S23°28'W, 105.2 feet; S17°09'W, 325.6 feet; S22°25'W, 209.8 feet; S33°44'W, 275.3 feet; S39°34'W, 335.0 feet; S37°21'W, 305.2 feet; S42°39'W, 371.9 feet; S41°16'W, 278.7 feet; S38°31'W, 278.7 feet; S37°08'W, 399.7 feet to the northeasterly corner of the City of Fort Smith Riverfront Amphitheater property; Thence along the northerly line of said property, N50°06'W, 321.0 feet, more or less, to the high water mark on the easterly bank of the Arkansas River; Thence leaving said northerly line and along the meanders in said high water mark the following bearings and distances: N30°19'E, 682 feet; N27°12'E, 696 feet; N24°50'E, 504 feet; N23°19'E, 196 feet; N23°50'E, 252 feet; N22°08'E, 577 feet; N20°25'E, 721 feet; N18°50'E, 1000 feet; N16°07'E, 515 feet to a point on the southerly line of the Airplane Company, LLC property; Thence leaving said high water mark and along southerly line, S64°48'E, 839.2 feet, more or less to the southeasterly corner of said property and a point on said westerly right-of-way line of River Front Drive; Thence along said right-of-way line the following bearings and distances: S25°00'W, 168.8 feet; S26°37'W, 538.5 feet; S13°08'W, 204.3 feet; S23°43'W, 402.0 feet; S18°00'W, 100.0 feet; S16°04'W, 299.7 feet to the Point of Beginning. Containing 77.5 acres, more or less.

AND

The Clayton Riverfront, LLC property (Sebastian County Identification Number 18883-0000-00254-00). Boundary description taken from Quit Claim Deed filed for record February 16, 2007 as Document Number 7209932.

Part of the East Half of Section 5 and part of the West Half of Section 4 all in Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, more particularly described as follows:

Commencing at the Southeast corner of said Section 5; thence N 03°08'20"E along the East line of said Section 5, 2454.71' to the Point of Beginning on the West right-of-way line of Clayton Expressway (Arkansas Highway 255), being S 03°08'20"W 183.15' from the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 5; thence along said West right-of-way line of Clayton Expressway the next (5) courses:

S 17°11'07"W 256.97'; S 40°08'07"W 189.70'; S 24°51'07"W 100.00'; S 10°49'07"W 206.20'; S 24°51'07"W 203.14'; thence N 64°56'18"W 803.00', more or less to the normal high water line of the Arkansas River; thence northeasterly along the meanderings of said normal high water line the next (15) courses: N 11°29'40"E 72.69'; N 20°26'19"E 71.38'; N 13°07'59"E 88.39'; N 17°02'10"E 130.08'; N 13°37'06"E 87.77';

N 16°34’43”E 87.06’; N 14°31’37”E 181.42’; N 14°49’50”E 111.68’; N 15°54’03”E 98.59’; N 13°21’07”E 137.32’; N 14°10’58”E 103.83’; N 13°14’15”E 129.42’; N 12°36’44”E 160.00’; N 14°06’20”E 125.78’; N 11°09’48”E 160.10’; thence leaving said normal high water line S 88°58’21”E 771.16’ to the West line of a levee right-of-way; thence S 04°22’16”W along said levee right-of-way line 162.60’; thence continuing along said levee right-of-way line on a curve to the left having a central angle of 85°06’19” and a radius of 75.00’ to a point subtended by a chord bearing and distance of S 38°10’47”E 101.44’ to said West right-of-way line of Clayton Expressway; thence S 10°11’07”W along said West right-of-way line 170.02’; thence continuing along said West right-of-way line S 07°19’07”W 567.00’; thence continuing along said West right-of-way line, S 17°11’07”W 186.03’ to the Point of Beginning, containing 38.00 acres, more or less.

Containing in aggregate, 115.5 acres, more or less.

more commonly known as 201-3201 Riverfront Drive.

SECTION 2: The real property described in Section 1 is hereby rezoned from Residential Estate One Acre (RE-1) and Industrial Moderate (I-2) to a Planned Zoning District by Classification. The approved change in zoning classification is based and conditioned upon the Planned Zoning District provisions of Section 27-341 of the Unified Development Ordinance and the Planned Zone Project Booklet reviewed by the Fort Smith Planning Commission and approved hereby, which Project Booklet shall be filed in the office of the City Clerk.

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

PASSED AND APPROVED THIS_____DAY OF _____, 2013.

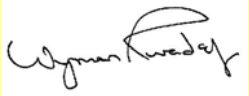
ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:



_____
Publish One Time

November 25, 2013

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

Re: A request by Pat Mickle, agent, for Westphal Leasing, LLC, Riverfront Exploration, Ozark Oil & Gas, Inc., Widmer Place, Inc., Betsy and Bennie Westphal, Robin Clegg, Clayton Riverfront, LLC and US Marshals Museum, Inc. for Planning Commission consideration of a Master Land Use Plan Amendment from Mixed Use Employment & Park/Open Space to Mixed Use Employment and a zone change from Residential Estate One Acre (RE-1) and Industrial Moderate (I-2) to a Planned Zoning District located at 201 to 3201 Riverfront Drive.

On November 12, 2013, 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 allow for the future development of higher quality growth of the riverfront. The Master Land Use Plan Amendment is to provide a consistent land use plan classification for the property. The rezoning request is to create a Planned Zoning District (PZD). A PZD can be used to provide for flexibility, utilize a higher level of design standards, and to create a special zoning district where an existing conventional district is not appropriate. The property owners have requested a Planned Zoning District (PZD) to facilitate the future development of the 115.5 acres along the riverfront included in the application. The property included in this application includes the proposed site of the U.S. Marshal's Museum and property available for future development. The proposed PZD provides for all the minimum standards of the UDO and also establishes higher standards for signage, screening, higher quality of building materials and a larger percentage of building materials, a restriction and limitation on land uses, and higher landscaping standards. The standards and development regulations for the PZD are described in the Project Booklet.

All future development must comply with the requirements of the Project Booklet for the PZD. Any amendments to the project booklet and PZD must comply with section 27-341-4 of the UDO.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 784-2216
FAX (479) 784-2462

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Ms. Bailey stated that a neighborhood meeting was held on Monday, October 28, 2013, at 121 Riverfront Drive with two (2) neighboring property owners in attendance but no objections were voiced.

Mr. Pat Mickle and Mr. Rick Griffin were present to speak on behalf of these requests. Mr. Mickle submitted revised project booklet pages due to some discrepancies in the Section numbers previously shown in the booklet.

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

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

Chairman Sharpe called for the vote on the Master Land Use Plan Amendment. Motion was made by Commissioner Spearman, seconded by Commissioner Cooper and carried unanimously to amend this request to make approval subject to the revised code amendments for the Planned Zoning District Project Booklet. Chairman Sharpe then called for the vote on the request as amended. The vote was 9 in favor and 0 opposed.

Chairman Sharpe then called for the vote on the rezoning request. Motion was made by Commissioner Spearman, seconded by Commissioner Howard and carried unanimously to amend this request to make approval subject to the revised code amendments for the Planned Zoning District Project Booklet. Chairman Sharpe then called for the vote on the request as amended. The vote was 9 in favor and 0 opposed.

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

Marshall Sharpe

Marshall Sharpe, Chairman

MS/lp

cc: File
City Administrator

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: October 30, 2013

Re: Proposed Master Land Use Plan Amendment by Pat Mickle, agent, at 201-3201 Riverfront Drive from Mixed Use Employment & Park/Open Space to Mixed Use Employment (Companion to item #4)

ADJACENT LAND USE CLASSIFICATIONS AND USES

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

The area to the north is classified as Park/Open Space and is developed as a walking trail.

The area to the east is classified as Park/Open Space, Industry and Mixed Use Employment and is developed as a sewer treatment plant, freezer plant, waste paper company, railroad yard, pallet plant or undeveloped.

The area to the south is classified as Mixed Use Employment and is developed as the River Park.

The Arkansas River to the west has no classification.

The proposed Land Use classification of Mixed Use Employment is described as follows:

To provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

Characteristics and Use:

Criteria for Designation:	**Compliance Noted**
• Compatible with and complimentary to surrounding uses.	Yes
• Located on high volume arterials and collectors	Yes
• Located as a cluster of like services	Yes
• Accessible by most modes of transportation	Yes
• Appropriately located for minimum impact of adjacent uses, and, by volume of activity and trips generated by use	Yes

3.A

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies Riverfront Drive as Major Arterial.

STAFF COMMENTS AND RECOMMENDATIONS

A neighborhood meeting was held Monday, October 28, 2013 at 121 Riverfront Drive. A few surrounding property owners were in attendance. A copy of the attendance record and meeting summary are enclosed.

Staff recommends approval of the application.

3.B

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: Patrick Mickle, P.E.

Firm Name: Mickle Wagner Coleman, Inc.

Address: P.O. Box 1507, Fort Smith, AR 72902

Phone # (day): 479-649-8484 Phone # (cell): Fax #: 479-649-8486

Owner Name: See Attached Sheet

Owner Address: See Attached Sheet

Phone # (day): See Attached Sheet Phone # (cell): Fax #:

Property Address (subject property): 201 to 3201 Riverfront Drive

Subject Property

Current Land Use: Undeveloped

Existing MLUP Classification: Mixed Use Employment & Park/Open Space

Proposed MLUP Classification: Mixed Use Employment

Existing Zoning Classification: O-1 and I-3

Proposed Zoning Classification: PZD

Surrounding Property

Current Land Use: north- Undeveloped

south- CFS River Event Building/Kelley Park

east- Industrial from "B" to "F" Street and either side of "P" Street, vacant between; undeveloped north of "P' Street

west- Arkansas River

Existing MLUP Classification: north: Open Space

south: Open Space

east: Mixed Use Employment, Industrial, & Open Space

west: None – Arkansas River

Existing Zoning Classification: north: I-3 (Industrial Moderate)

south: C-6 (Commercial Downtown)

east: I-3 (Industrial Moderate) & C-2

west: Arkansas River

Pre-Application Meeting Date: 10-11-13

3C

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).
   See Attached
2. A map of the property which includes the scaled distance, legal description, and general vicinity map inset showing the property's location. See property exhibit.

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 property is served by Riverfront Drive (AR Hwy 255) along its entire eastern side. The road is 24' wide, two lanes with paved shoulders. The property is also served by North "B", North "E", North "H", and North "P" Streets. The 2012 ADT (per Ark Hwy Dept) is 2600 vehicles per day. The City's Master Street Plan classifies Riverfront as a Major Arterial. Construction as a boulevard versus a five lane street will be more conducive to the planned uses and development. Additional access to the Riverfront area can be provided by the extension of Kelley Highway as is called for in the Master Street Plan. Conversion of Riverfront Drive to a multi-lane boulevard and the extension of Kelley Highway will provide adequate street capacity.

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:

   The area south of the May Branch Outfall is served by a 12" water line and an 8" to 12" sewer line along Riverfront from "B" to "P" Streets. A water line extension from May Branch north will be required. A sewer lift station and force main will be required for sewer service north of May Branch. Fire Station # 1 is five blocks off Riverfront Drive. The police station is about 15 blocks (3/4 mile) from Riverfront Drive. There is adequate power and gas in the area.

3D

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:

It is anticipated that buildings will not occupy more than 20% of the surface acreage. Maximum possible building coverage is 60%.

7. Identify any known or anticipated environmental concerns:

None known or identified.

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:

8. An analysis of the impact of the amendment on surrounding properties and plans in terms of:

a. Describe potential changes to development patterns in terms of local and regional impacts:

We believe this plan is a step toward reconnecting the Riverfront to the residential & business areas to the east, especially south of "P" Street. We think over time the area east of the Riverfront will develop into residential & residential support type uses extending up to North 5th Street and south to Garrison Avenue. We also think it will become a destination, not only anchored by the USMM, but also by Kelley Park amphitheater, and the softball complex to the north.

b. Describe the consistency in zoning between existing and planned uses:

The proposed zoning does not match the existing Industrial zones, however, it does match the Comprehensive Plan goal of better utilization of the river. The Master Street Plan with the Arterial Street designation for Riverfront Drive and the projected extension of Kelley Highway will allow for the anticipated greater traffic capacity & access to the river.

2E

c. Provide explanation of the need for and demand in the proposed uses:

The river has been greatly underutilized. It has taken the landowners over 20 years to incrementally improve the property to a state that it can support development. It provides the opportunity for such unique uses as the Marshals Museum and walking trail along the river.

9. Provide an analysis of the long term development plan for the area (10-20 years) which incorporates a review of the land use, transportation, and infrastructure impact to both the City of Fort Smith and the property owner:

The development along the river will trigger the redevelopment of property along Riverfront Drive eastward to and beyond the Historic District. A significant section will be residential with traditional neighborhoods and walkable streets. The support services for residential will also develop. A walkable residential base will also support additional activity throughout the CBID but especially on Garrison Avenue. The upgrading of Riverfront Drive to a boulevarded arterial and the extension of Kelley Highway to Riverfront Drive will support the anticipated traffic. Consideration should be given to eliminating Riverfront Drive from the designated Truck Route.

For a Comprehensive Plan-Text Amendment only, please attach the following information. Provide answers on a separate sheet and attach it to this application:

1. A typewritten copy of the proposed changes to the text in underline/strikeout (also known as "track changes") format.

2. A description of the reasons supporting the amendment and the special circumstances requiring the change:

2F

Certification

Once an application has been deemed complete, the applicant shall not modify it unless requested or agreed upon by the Planning Department. Should the applicant request a modification to the application after it has been advertised for public hearing, it shall be at the discretion of the Planning Commission to review or continue the application. A re-advertising fee may be required.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

Signature (Agent/~~Owner~~) 10/18/13 Date

The City of Fort Smith requires complete applications. If your application does not include all of the information required for submission, it will not be processed.

f:\doc\forms\CFS Forms-Applications\Westphal Riverfront Master Land Use & Comp Plan Amendment – Oct 2013.doc

26

Riverfront Property
(For Land Use Amendment)

Part of the Northeast Quarter of the Southwest Quarter, part of the Northwest Quarter of the Southeast Quarter, and part of the Northeast Quarter, all in Fractional Section 8, Township 8 North, Range 32 West, part of the South Half of the Southeast Quarter and part of the Northeast Quarter of the Southeast Quarter, all in Fractional Section 5, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Northeast Corner of said Fractional Section 8, said point being marked with an existing 2" aluminum cap; Thence N90°00'W, 862.7 feet to the westerly right-of-way line of River Front Drive; Thence along said right-of-way line the following bearings and distances: S13°53'W, 277.7 feet; S25°58'W, 411.7 feet; S23°28'W, 105.2 feet; S17°09'W, 325.6 feet; S22°25'W, 209.8 feet; S33°44'W, 275.3 feet; S39°34'W, 335.0 feet; S37°21'W, 305.2 feet; S42°39'W, 371.9 feet; S41°16'W, 278.7 feet; S38°31'W, 278.7 feet; S37°08'W, 399.7 feet to the northeasterly corner of the City of Fort Smith Riverfront Amphitheater property; Thence along the northerly line of said property, N50°06'W, 321.0 feet, more or less, to the high water mark on the easterly bank of the Arkansas River; Thence leaving said northerly line and along the meanders in said high water mark the following bearings and distances: N30°19'E, 682 feet; N27°12'E, 696 feet; N24°50'E, 504 feet; N23°19'E, 196 feet; N23°50'E, 252 feet; N22°08'E, 577 feet; N20°25'E, 721 feet; N18°50'E, 1000 feet; N16°07'E, 515 feet to a point on the southerly line of the Airplane Company, LLC property; Thence leaving said high water mark and along southerly line, S64°48'E, 839.2 feet, more or less to the southeasterly corner of said property and a point on said westerly right-of-way line of River Front Drive; Thence along said right-of-way line the following bearings and distances: S25°00'W, 168.8 feet; S26°37'W, 538.5 feet; S13°08'W, 204.3 feet; S23°43'W, 402.0 feet; S18°00'W, 100.0 feet; S16°04'W, 299.7 feet to the Point of Beginning. Containing 77.5 acres, more or less.

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Part of the East Half of Section 5 and part of the West Half of Section 4 all in Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, more particularly described as follows:

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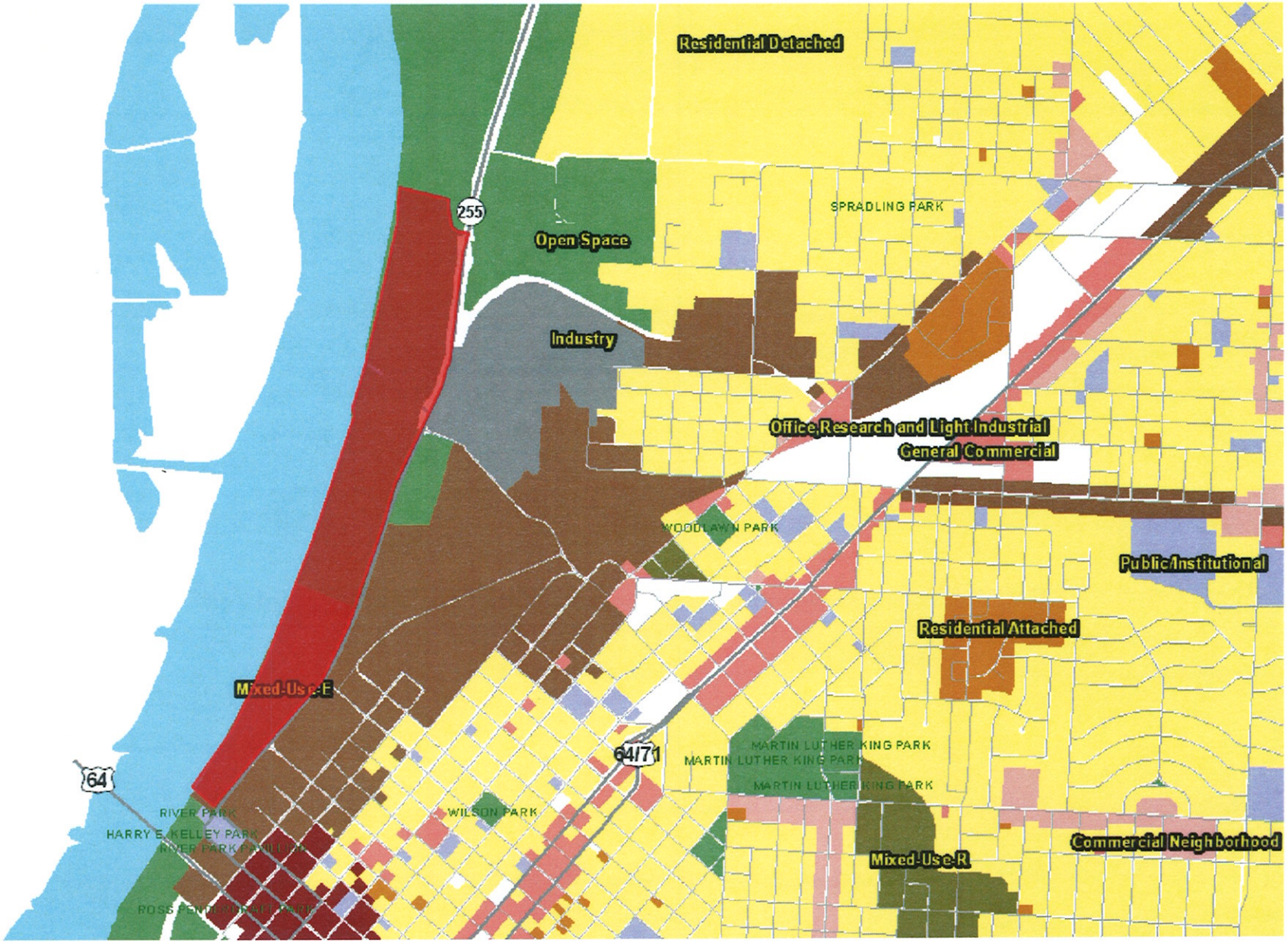
S 17°11'07"W 256.97'; S 40°08'07"W 189.70'; S 24°51'07"W 100.00'; S 10°49'07"W 206.20'; S 24°51'07"W 203.14'; thence N 64°56'18"W 803.00', more or less to the normal high water line of the Arkansas River; thence northeasterly along the meanderings of said normal high water line the next (15) courses: N 11°29'40"E 72.69'; N 20°26'19"E 71.38'; N 13°07'59"E 88.39'; N 17°02'10"E 130.08'; N 13°37'06"E 87.77'; N 16°34'43"E 87.06'; N 14°31'37"E 181.42'; N 14°49'50"E 111.68'; N 15°54'03"E 98.59'; N 13°21'07"E 137.32'; N 14°10'58"E 103.83'; N 13°14'15"E 129.42'; N 12°36'44"E 160.00'; N 14°06'20"E 125.78'; N 11°09'48"E 160.10'; thence leaving said normal high water line S 88°58'21"E 771.16' to the West line of a levee right-of-way; thence S 04°22'16"W along said levee right-of-way line 162.60'; thence continuing along said levee right-of-way line on a curve to the left having a central angle of 85°06'19" and a radius of 75.00' to a point subtended by a chord bearing and distance of S 38°10'47"E 101.44' to said West right-of-way line of Clayton Expressway; thence S 10°11'07"W along said West right-of-way line 170.02'; thence continuing along said West right-of-way line S 07°19'07"W 567.00'; thence continuing along said West right-of-way line, S 17°11'07"W 186.03' to the Point of Beginning, containing 38.00 acres, more or less.

Containing in aggregate, 115.5 acres, more or less.

Master Land Use Amendment: From Mixed Use Employment and Park/Open Space to Mixed Use Employment

201-3201 Riverfront Drive



Memo

To: City Planning Commission

From: Planning Staff

Date: October 29, 2013

Re: Rezoning #16-11-13 - A request by Pat Mickle, agent for Planning Commission consideration of a zone request from Residential Estate One Acre (RE-1) and Industrial Moderate (I-2) to a Planned Zoning District (PZD) at 201-3201 Riverfront Drive. (companion item # 3, Master Land Use Amendment)

LOT LOCATION AND SIZE

The subject property is on the west side of Riverfront Drive between the River Park and the walking trail. The tract contains an area of 115.5 acres with approximately 7000 feet of street frontage along Riverfront Drive.

EXISTING ZONING

The existing zoning on this tract is Industrial Moderate (I-2).
Characteristics of this zone 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. The land uses within an I-2 zoning district are primarily contained indoors and have heavier traffic generation than Industrial-1 uses. I-2 zoning is appropriate within the Industry classification of the Master Land Use Plan.

Permitted Uses:

Auto and boat related businesses, a variety of retail businesses, offices, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

Conditional Uses:

Truck stop, pet cemetery, animal food processing, bus station, sports complex and police station are examples of uses permitted as conditional uses.

4 A

Area and Bulk Regulations:

Minimum Lot Size – 20,000 square feet

Maximum Height - 45 feet (1+1), 27-431(C) 3
Maximum Lot Coverage - 60%

Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 10 acres
Existing District (By Extension) – 20,000 square feet

Minimum Lot Width – 100 feet
Front Yard Setback - 50 feet
Side Yard on Street Side of Corner Lot - 50 feet
Side Yard Setback – 25 feet
Rear Yard Setback - 20 feet
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Arterial or higher

and

The existing zoning on this tract is Residential Estate One (RE-1).
Characteristics of this zone are as follows:

Purpose:

The purpose of the Residential Estate One zoning district is to provide areas for low-density, large lot single family residential development. Property zoned RE-1 should include tracts that abut or are in close proximity to existing or approved large-lot single family development, making RE-1 an appropriate transition between rural and suburban uses.

Where public facilities and services are not yet available, development in this district shall be designed to allow for the future planned expansion of utilities and services where necessary. RE-1 zoning is appropriate in the Residential Detached, Mixed use Residential, and Mixed use Employment future land use classification of the Master Land Use Plan.

Permitted Uses:

Single-family dwellings and family group homes are examples of permitted uses.

Conditional Uses:

Commercial communication towers, utility substation, country club, parks, college, primary and secondary schools, preschool, nursery schools, police and fire stations, daycare homes and churches are examples of uses permitted as conditional uses.

4B

Area and Bulk Regulations:

Minimum Lot Size – 1 acres
Maximum Density – 1 Dwelling Units/Acre
Minimum Lot Width of Building Line – 100 feet
Minimum Street Frontage – 50 feet
Front Yard Setback - 40 feet
Side Yard on Street Side of Corner Lot - 40 feet
Side Yard Setback – 15 feet
Rear Yard Setback - 20 feet
Minimum building separation – 15 feet
Maximum Height - 35 feet (1+1)
Maximum Lot Coverage - 20%

REQUESTED ZONING

The applicant has requested a Planned Zoning District (PZD). The purpose of a planned zoning district is to assure control of certain development while providing the applicant a means of gaining commitment without undue financial risk. Specifically the purposes of a PZD are to encourage:

- Comprehensive and innovative planning and design of diversified yet harmonious development consistent with the comprehensive plan;
- Better utilization of sites characterized by special features of geographic location, topography, size , or shape;
- Flexible administration of general performance standards and development guidelines;
- Primary emphases shall be placed upon achieving compatibility between the proposed developments and surrounding areas to preserve and enhance the neighborhood through the use of enhanced site design, architecture, landscaping, and signage.
- Developments that utilize design standards greater than the minimum required by the UDO.

SURROUNDING ZONING AND LAND USE

The area to the north is zoned Industrial Moderate (I-2) and is developed with a walking trail.

The areas to the east are zoned Commercial Light (C-2) and Industrial Moderate (I-2) and are developed as a freezer plant, waster paper company, railroad yard, pallet plant, sewer treatment plant and undeveloped.

The area to the south is zoned Commercial Downtown (C-6) and is developed as the River Park.

The area to the west is not zoned and is the Arkansas River.

LAND USE PLAN COMPLIANCE

The *Unified Development Ordinance* currently classifies the site as a Park/Open Space/Floodway. This classification is intended to provide for the open space and recreation needs of the region, and protect the regions natural resources, water quality and development investments. The *Unified Development Ordinance* also classifies the site as Mixed Use Employment. This classification is intended to provide for a dense, compatible mix of retail,

4C

residential, employment and production activities designed for all modes of transportation. A companion item #3, is proposed to revise the land use to Mixed Use Employment. If this companion item is approved, the zone change will not conflict with the goals and objectives of the Unified Development Ordinance.

PROPOSED ZONING

The Planned Zoning District if approved will allow for the future development of higher quality growth of the riverfront.

PROJECT BOOKLET

A copy of the project booklet is enclosed for your review. The following criteria shall be considered when reviewing the project booklet:

A. Is the site capable of accommodating the building(s), parking areas and drives with the appropriate open space provided? **No site designs available at this time.**

B. Does the plan provide for safe and easy ingress, egress and internal traffic circulation? **No site designs available at this time.**

C. Is the plan consistent with good land use planning and site engineering design principles, particularly with respect to safety; **No site designs available at this time.**

D. Are the architectural designs consistent with the City of Fort Smith policies and regulations and compatible with surrounding land use features; **No site designs available at this time. However, the design guidelines presented in the PZD will exceed the minimum Unified Development Ordinance requirements.**

E. Does the Plan represent an overall development pattern that is consistent with the Comprehensive Plan, Master Street Plan, Master Land Use Plan, and other adopted planning policies; **No site designs available at this time. However, the design guidelines presented in the PZD will be consistent and exceed the minimum Unified Development Ordinance requirements.**

F. The required right-of-way dedication has been identified by the City Engineering Department. **Yes**

G. All easements and utilities shall meet the requirements of the approving departments and agencies. **YES**

H. Articulate how the plan minimizes or mitigates the impact of increased traffic both in volume and vehicle size. **A traffic study was prepared and submitted suggesting the extension of Kelley Highway and increasing Riverfront Drive to four lanes.**

I. Articulate how the plan exceeds the UDO requirements. (ex. increased landscaping, increased high quality materials, etc.) **This proposal is to increase the screening to the**

E. The current availability of public utilities and services and the future capacity needed to adequately serve the proposed land use in combination with any improvements that would mitigate these adverse impacts. **The existing public utilities and services will adequately serve the existing and proposed land use for this property.**

F. That the application complies with all relevant ordinance requirements (for example 27-200, 27-500, 27-600, and 27-700). **The proposal complies with and exceeds the relevant ordinance requirements for Section 27-200, 27-500, 27-600 and 27-700 as the outlined development booklet.**

STAFF COMMENTS AND RECOMMENDATIONS

A neighborhood meeting was held on Monday, October 28, 2013, at 121 Riverfront Drive with two (2) neighboring property owners in attendance but no objections were voiced.

Staff Comments

The project booklet that is enclosed appears to comply with the minimum requirements of the UDO and would present no significant issue for the area.

The proposed PZD will allow for the future development of higher quality growth of the riverfront.

Rez. #16-11-13

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 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: 201 to 3201 Riverfront Drive

3. The above described property is now zoned: Open-1 and Industrial-Moderate (Old I-3)

4. Application is hereby made to change the zoning classification of the above described property to a Planned Zoning District.

5. Explain why the Planned Zoning District is requested?

   The owners wish to significantly limit the allowable uses of the property to insure compatibility and to eliminate less desirable uses.

Signed:

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

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

649-8484
~~Owner or~~ Agent Phone Number

Owner

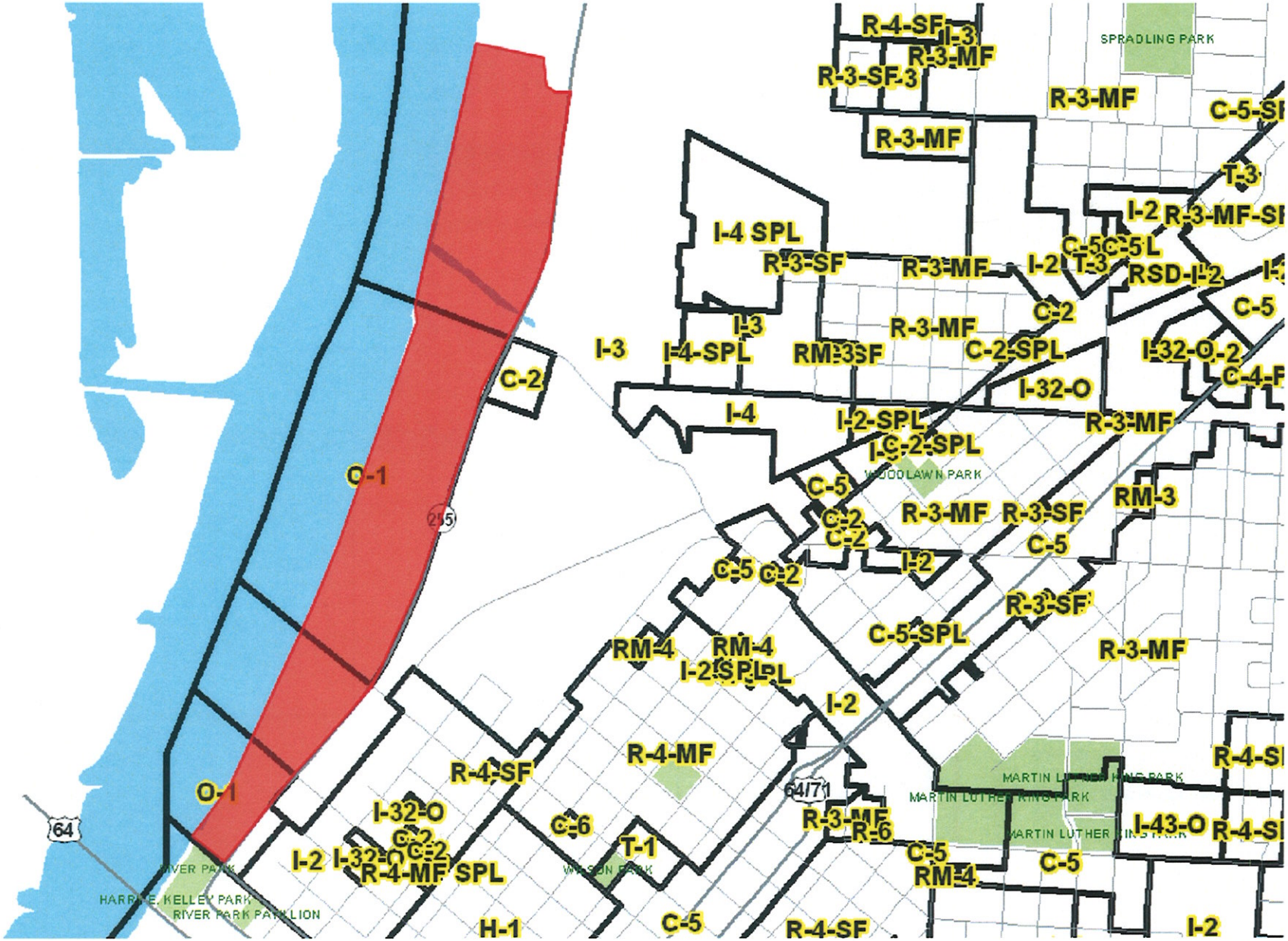
or

Pat Mickle
Agent

4G

Rezoning #16-11-13: From Residential Estate One (RE-1) and Industrial Moderate (I-2) to a Planned Zoning District (PZD)

201-3201 Riverfront Drive



ATTENDANCE LIST FOR NEIGHBORHOOD MEETING

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

Meeting Location River Park Events Building, West Room, 121 Riverfront Drive, Fort Smith, AR

Meeting Time & Date Monday, October 28, 2013 @ 5:30 p.m.

Meeting Purpose To discuss proposed Riverfront Development

NAME	ADDRESS	PHONE #
1. Becky Griffin	610 Towson FSM	479-783-5191
2. Rick Griffin	610 Towson FSM	479-783-5191
3. Brenda Andrews	Fort Smith Planning Dept	
4. CALVIN ALLEY	1201 BALLMAN	479-806-2901
5. Marilyn Alley	"	"
6. JAMES GIPSON	2903 BLAIR AVE	479 783 0867
7. PAT MICKLE	3434 Country Club	649-8484
8.		
9.		
10.		
11.		

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4I

Neighborhood Meeting Minutes
Riverfront Drive Land Use and Zoning
October 28, 2013 5:30 PM

A neighborhood meeting to discuss the Riverfront Land Use and Zoning plan was held Monday, October 28, 2013 at 5:30 p.m. at the River Park Events Building, 121 Riverfront Drive, Fort Smith, Arkansas. .The meeting was called to order at 5:30 p.m.

Amongst the seven attendees were the owners of two properties that were within the 300' notification boundary. The attendance list is attached.

Mickle with the aid of display boards defined the area in question, which lies between Riverfront Drive and the Arkansas River and extends from the River Park Events Building - northward 1 1/3 miles.

The U.S. Marshals Museum Board wants to move their site down river to a larger site which requires modification of the existing Land Use and Zoning Plan. Mickle noted that the combination of the U.S. Marshals Museum and the near completion of filling of the property to above flood levels has compelled the landowners to put together a coordinated land use plan. With the PZD, the uses will be limited. Mickle passed a chart around showing the land uses to be permitted.

The adjacent landowners did not object to the proposal and seemed favorable to the development of subject property. After several minutes of questions, answers and comments, the meeting adjourned at 6:20 p.m.

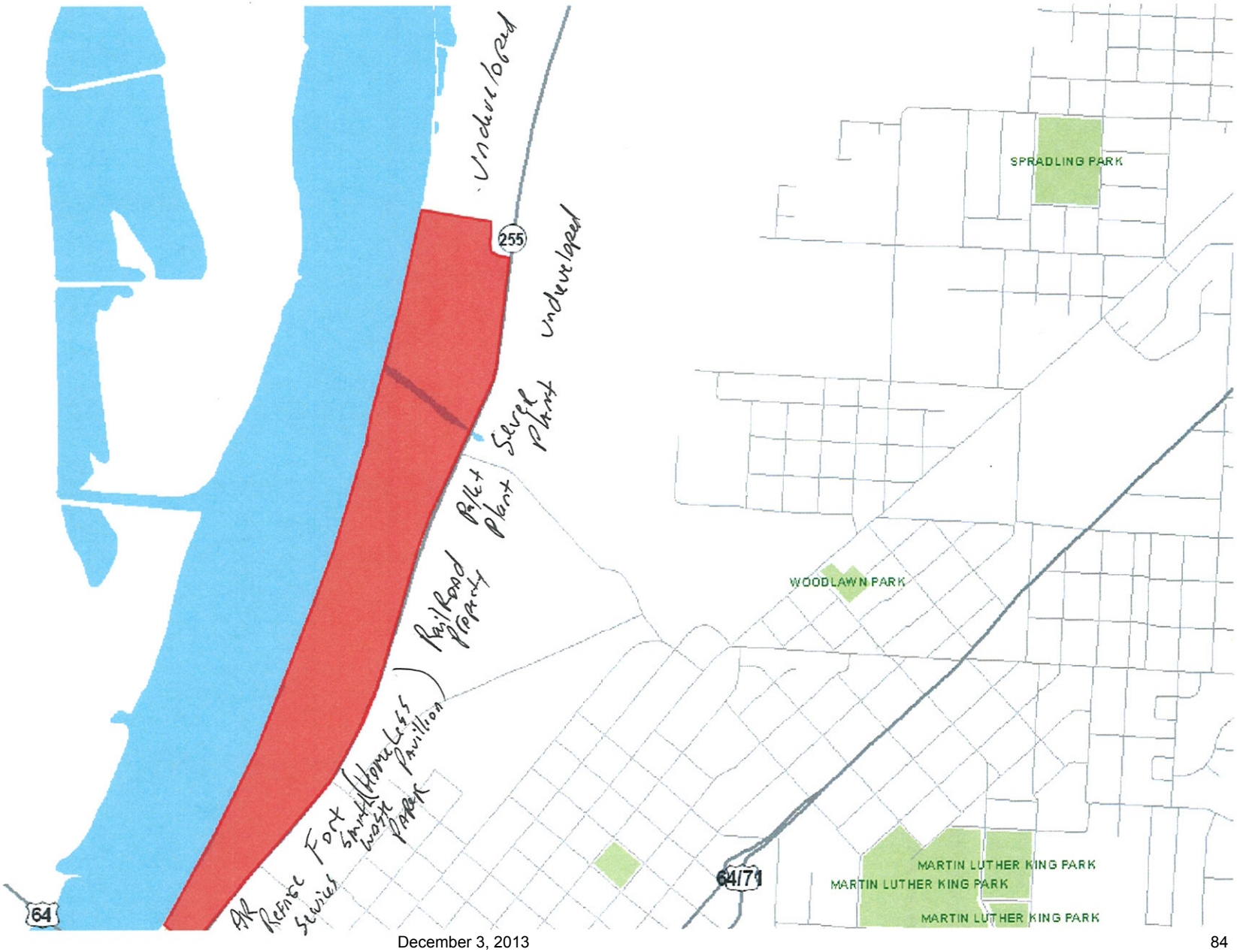
Patrick J. Mickle

f:\doc\misc\Neighborhood Meeting Minutes – riverfront drive land use & zoning 10-28-13.doc

4J

Vicinity Map for Rezoning #16-11-13: From Open-1 (O-1) and Industrial Moderate (I-2) to Planned Zoning District (PZD)

201-3201 Riverfront Drive



Charlotte, Inc.
P. O. Box 2554
Fort Smith, AR 72902

Arkansas Refrigerated Services
P. O. Box 2554
Fort Smith, AR 72902

Stephen Gately
112 North "E" Street
Fort Smith, AR 72901

Frisco Railroad Company
North "E" Street
Fort Smith, AR 72901

TKT Properties, LLC
P. O. Box 691967
Tulsa, OK 74169

H.B. Lewis Properties, LP
5502 Whitney Circle
Fort Smith, AR 72916

Roofing & Sheet Metal Supply Co.
P. O. Box 691967
Tulsa, OK 74169

City of Fort Smith

Vasiliki Investments, LLC
2701 Towson Avenue
Fort Smith, AR 72901

Arkansas Missouri Railroad
306 East Emma
Springdale, AR 72764

Fort Smith Bonded Warehouse
6 Kevin Road
Nashua, NH 03062

Garrison Furniture Company
P. O. Box 10427
Fort Smith, AR 72917

Calvin Alley
3010 Mt. Zion Road
Greenwood, AR 72936

Jim & Teresa Taylor
P. O. Box 2663
Fort Smith, AR 72902

Jay Gipson Crane Service, Inc.
2903 Blair Avenue
Fort Smith, AR 72904

Levee Improvement District #1
P. O. Box 1908
Fort Smith, AR 72902
ATTN: Engineering Dept.

Motion was made by Commissioner Howard, seconded by Commissioner Parks and carried unanimously to amend this request to make approval subject to 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 Sharpe then called for the vote on the preliminary plat as amended. The vote was 9 in favor and 0 opposed.

3. **A request by Pat Mickle, agent for Westphal Leasing, LLC, Riverfront Exploration, Ozark Oil & Gas, Inc., Widmer Place, Inc., Betsy and Bennie Westphal, Robin Clegg, Clayton Riverfront, LLC and US Marshals Museum, Inc. for a Master Land Use Plan Amendment from Mixed Use Employment & Park/Open Space to Mixed Use Employment located at 201 to 3201 Riverfront Drive. (companion item to item #4)**

4. **Rezoning #16-11-13; A request by Pat Mickle, agent for Westphal Leasing, LLC, Riverfront Exploration, Ozark Oil & Gas, Inc., Widmer Place, Inc., Betsy and Bennie Westphal, Robin Clegg, Clayton Riverfront, LLC and US Marshals Museum, Inc. from Residential Estate One Acre (RE-1) and Industrial Moderate (I-2) to a Planned Zoning District located at 201 to 3201 Riverfront Drive. (companion item to item #3)**

Mr. Wally Bailey read the staff reports indicating that the purpose of these requests is to allow for the future development of higher quality growth of the riverfront. The Master Land Use Plan Amendment is to provide a consistent land use plan classification for the property. The rezoning request is to create a Planned Zoning District (PZD). A PZD can be used to provide for flexibility, utilize a higher level of design standards and to create a special zoning district where an existing conventional district is not appropriate. The property owners have requested a Planned Zoning District (PZD) to facilitate the future development of the 115.5 acres along the riverfront included in the application. The property included in this application includes the proposed site of the U.S. Marshal's Museum and property available for future development. The proposed PZD provides for all the minimum standards of the UDO and also establishes higher standards for signage, screening, higher quality of building materials and a larger percentage of building materials, a restriction and limitation on land uses, and higher landscaping standards.

The standards and development regulations for the PZD are described in the Project Booklet.

All future development must comply with the requirements of the Project Booklet for the PZD. Any amendments to the Project Booklet and PZD must comply with Section 27-341-4 of the UDO.

Mr. Bailey noted that a neighborhood meeting was held on Monday, October 28, 2013, at 121 Riverfront Drive with two (2) neighboring property owners in attendance but no objections were voiced.

Mr. Pat Mickle and Mr. Rick Griffin were present to speak on behalf of these requests. Mr. Mickle submitted some revised pages to the project booklet. Mr. Mickle noted that there was some discrepancies in the Section numbers shown on the project booklet that was submitted.

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

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

3. **A request by Pat Mickle, agent for Westphal Leasing, LLC, Riverfront Exploration, Ozark Oil & Gas, Inc., Widmer Place, Inc., Betsy and Bennie Westphal, Robin Clegg, Clayton Riverfront, LLC and US Marshals Museum, Inc. for a Master Land Use Plan Amendment from Mixed Use Employment & Park/Open Space to Mixed Use Employment located at 201 to 3201 Riverfront Drive. (companion item to item #4)**

Motion was made by Commissioner Spearman, seconded by Commissioner Cooper and carried unanimously to amend this request to make approval subject to the revised code amendments for the Planned Zoning District Project Booklet.

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

4. **Rezoning #16-11-13; A request by Pat Mickle, agent for Westphal Leasing, LLC, Riverfront Exploration, Ozark Oil & Gas, Inc., Widmer Place, Inc., Betsy and Bennie Westphal, Robin Clegg, Clayton Riverfront, LLC and US Marshals Museum, Inc. from Residential Estate One Acre (RE-1) and Industrial Moderate**

(I-2) to a Planned Zoning District located at 201 to 3201 Riverfront Drive. (companion item to item #3)

Motion was made by Commissioner Spearman, seconded by Commissioner Howard and carried unanimously to amend this request to make approval subject to the revised code amendments for the Planned Zoning District Project Booklet.

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

5. **Rezoning #17-11-13; A request by Mercy Health Fort Smith Communities, agent for First Asset Holdings, LLC, Michael Butler Living Trust and Cynthia Butler Farrell, from Residential Single Family-Duplex Low/Medium Density (RSD-2) and Residential Multi-Family High Density (RM-4-SPL) to a Planned Zoning District located at 1000 South Waldron Road.**

Ms. Brenda Andrews read the staff report indicating that the purpose of the rezoning request is to allow for the development of a doctor's office and clinic. Ms. Andrews stated that the Planned Zoning District would adhere mostly to the Transitional district zoning standards.

The rezoning request is to create a Planned Zoning District (PZD). A PZD can be used to provide for flexibility, utilize a higher level of design standards, and to create a special zoning district where an existing conventional district is not appropriate. Also, this proposed PZD has a specific development plan which provides for assurances about how the property will be developed.

The property owners have requested a Planned Zoning District (PZD) to facilitate the future development of 3.94 acres boundaried by Fern Street, Free Ferry Road and Waldron Road. The property included in this application includes the proposed site of the proposed Mercy Free Ferry Road Clinic owned by Mercy Health Fort Smith Communities. The proposed PZD provides for all the minimum standards of the UDO and also establishes higher standards for signage, higher quality of building materials and a larger percentage of high quality building materials, a restriction and limitation on land uses, more parking spaces and a prohibiting driveway access on Fern Street. A traffic impact statement has been submitted and approved by the Engineering Department. The standards and development regulations for the PZD are described in the Project Booklet.

All future development must comply with the requirements of the Project Booklet for the PZD. Any amendments to the project booklet and PZD must comply with Section

MWC

RIVERFRONT DEVELOPMENT

PLANNED ZONING DISTRICT

October 2013

MICKLE
WAGNER
COLEMAN

Engineers-Consultants-Surveyors
3434 Country Club Ave.
P.O. Box 1507
Fort Smith, Arkansas

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

PLANNED ZONING DISTRICT
CERTIFICATION STATEMENT

We, Westphal Leasing, LLC, Riverfront Exploration, LLC, Ozark Oil and Gas, Inc., Widmer Place, Inc., Betsy Westphal, Bennie Westphal, Robin Clegg, Clayton Riverfront, LLC, and U.S. Marshals Museum, Inc., property owners of properties located at 201 – 3201 Riverfront Drive, do hereby certify that the Project Booklet for a Planned Zoning District complies with the City of Fort Smith's Planned Zoning District Regulations as defined in Section 27-341 of the Fort Smith Unified Development Ordinance.

We hereby agree to the terms and conditions within the Project Booklet, and request the City of Fort Smith to approve the rezoning.

Westphal Leasing, LLC, Riverfront Exploration, LLC
Ozark Oil & Gas, Inc., Widmer Place, Inc, Betsy Westphal,
Bennie Westphal & Robin Clegg

BY: Bennie B. Westphal, CEO, President
Name/Title

Bennie B. Westphal
Signature

11-20-13
Date

Clayton Riverfront, LLC

BY: RICHARD B GRIFFIN II
Name/Title

Signature

11-18-2013
Date

U.S. Marshal's Museum, Inc.

BY:
Name/Title

JAMES M. DUNN PRES/CEO
Signature

11/20/2013
Date

Riverfront Development
Project Booklet
Planned Zoning District Application

3a. **Reason (need) for requesting the zoning change and response to how the proposal fulfills the intent/purpose of the Planned Zoning District.**

The subject property is currently zoned Open-1 and Industrial Moderate (Old I-3). A change in zoning is needed to allow the development of activities and destinations along the riverfront as was foreseen in the 2002 Comprehensive Plan. A Planned Zoning District will enable regulations to achieve compatibility within the development. It enables the development to utilize design standards greater than the minimum required by the UDO.

3b. **Current ownership information (landowner/applicant and representative if applicable) and any proposed or pending property sales.**

1. Westphal Leasing, LLC
   109 North 6th Street
   Fort Smith, AR 72901
   Phone: 783-2792

2. Riverfront Exploration, LLC
   109 North 6th Street
   Fort Smith, AR 72901
   Phone: 783-2792

3. Ozark Oil & Gas, Inc.
   109 North 6th Street
   Fort Smith, AR 72901
   Phone: 783-2792

4. Widmer Place, Inc.
   109 North 6th Street
   Fort Smith, AR 72901
   Phone: 783-2792

5. Betsy Westphal
   109 North 6th Street
   Fort Smith, AR 72901
   Phone: 783-2792

6. Bennie Westphal
   109 North 6th Street
   Fort Smith, AR 72901
   Phone: 783-2792

7. Robin Clegg
   109 North 6th Street
   Fort Smith, AR 72901
   Phone: 783-2792

8. Clayton Riverfront, LLC
   610 Towson Avenue
   Fort Smith, AR 72901
   Phone: 783-5191

9. US Marshals Museum, Inc.
   P.O. Box 1668
   Fort Smith, AR 72902
   Phone: 709-3766

3c. **Description of the scope, nature, and intent of the proposal.**

The PZD will include all the property between the Arkansas River and Riverfront Drive from the City's River Events Building extending north 1 - 1/3 miles to the Rice-Cardin property, a quarter of a mile north of North "P" Street. The anchor of the development will be the US Marshals Museum. The property to the north and south of the museum will be developed with uses compatible with, and many in support of, the museum and its visitors. Uses anticipated may include a hotel, shops, office/business park, restaurants, other tourist activities, a marina at the May Branch Outfall, and possibly an upscale RV park/campground. The intent is to provide a destination for visitors, support services, offices, and entertainment.

3d. **General project scope:**

i. Street and lot layout

See attached AREA PLAN.

The principal roadway serving the site is Riverfront Drive. It is supported by North "B", North "E", North "H", and North "P" Streets. The Master Street Plan anticipates the extension of Kelley Highway west to Riverfront Drive (shown in green on the Area Plan). On the southern portion of the property, larger single user tracts will extend from Riverfront Drive to the Arkansas River. In the middle one-third of the site, where the property is deeper, an internal street may be constructed with 2 to 5 acre tracts.

ii. Site plan showing proposed improvements

See attached SITE PLAN.

iii. Buffer areas, screening, and landscaping

Buffer areas and landscaping will follow City regulations. Screening adjacent lots from parking lots will be enhanced for larger parking lots.

iv. Storm water detention areas and drainage

Will comply with UDO.

v. Undisturbed natural areas

Not applicable. The bulk of the site has been filled over the last 25 years.

vi. Existing and proposed utility connections and extensions

See SITE PLAN. 8" and 12" sanitary sewer and 12" water line exist along Riverfront Drive south of May Branch. Extension of water and sewer to north of May Branch will be required.

vii. Development and architectural design standards

Refer to CODE AMENDMENT Section 27-602 – Design Guidelines.

viii. Building elevations

Not applicable.

ix. Proposed signage (type and size)

Refer to CODE AMENDMENT Section 27-704 – Signs.

3e. **Proposed development phasing and timeframe**

The Marshals Museum will be the anchor for the development. It is located in the 800 and 900 blocks, extending downriver from the North "H" Street intersection. The site is 16 acres. The groundbreaking is scheduled for the fall of 2014 with opening in late 2016. Significant additional development will be ongoing by 2016. Build out is targeted for 2020.

3f **Identify land use designations**

Mixed Use Employment – Refer to Land Use Exhibit.

3g. **Identify area and bulk regulations**

Bulk and Area requirements for the PZD are as shown below.

Bulk and Area Comparison – C-4 to PZD. Because over 90% of the uses proposed for this PDZ are allowed in a C-4 zone, the C-4 bulk and area requirement are used to compare those to the PZD requirements.

	C-4	Proposed PZD
Min. Lot Size	40,000 SF	20,000 SF
Min. Lot Width	150'	100'
Max. Lot Coverage	80%	60%
Max. Height at BSL	45	45
Addnl. Height UDO-27-404-D	1:1	1:1

	C-4	PZD
Min. Front Setback:		
Riverfront Drive		
- "B" to "E" Streets	25'	40'
- "E" Street to May Branch	25'	75'
- May Branch to North Boundary	25'	50'
New Streets	25'	25'
Side Setback	20'	20'
Min. Street Side Setback	20'	25'
Min. Rear Setback	20'	20'**
		**(effectively 50' along river)
Dwelling Unit/Acre	Not Limited	20

Commercial, office, cultural, entertainment, and recreational setbacks shall be established through the approval of the development plan, but shall not be less than shown above.

3h. **A chart comparing the proposed planned zoning district to the current zoning district requirements (land uses, setbacks, density, height, intensity, bulk and area regulations, etc.)**

Land Uses – See Chart 2 – PZD Uses vs. All Uses in UDO Matrix.

	PZD	I-3	O-1
Setbacks			
Front	Varies 25' to 75'	50'	40'
Side	20'	25'	15'
Street Side	25'	25'	40'
Rear	20'	20'	20'
Density			
Min. Lot Size	20,000 SF	20,000 SF	1 acre
Height			
At Min. BSL	45'	45'	35'
Addnl ft: ft addnl Setback	1:1	1:1	1:1
Bulk and Area			
Lot Coverage	60%	60%	20%
Min. Lot Width	100'	100'	100'

3i. **A chart comparing the proposed land uses and the zoning district(s) where such land uses are permitted.**

See Chart 1 – PZD Permitted Land Uses vs. Existing Zone Designations.

3j. **A chart articulating how the project exceeds the UDO requirements (ex. Increased landscaping, increased high quality materials on the façade, etc.).**

Design Guidelines	UDO	PZD
602-2(E)3 – Sideyard parking screening (w/ 75+ spaces)	No	Yes
602-4 - % Quality exterior materials	51%	80%
602-3(G) – Automatic irrigation required	No	Yes
602-4(C)4 – Screening of all mech. equip.	Some	All
Signs		
Outdoor Signs Permitted	Yes	No
Portable Signs Permitted	Yes	No
Free Standing Sign Permitted	Yes	No
Monument Sign – Max. Height	6'	10'
– Max. Area	300'	100'
Wall Sign – Façade Area	100%	15%

3k. **Statement of how the development will relate to the existing and surrounding properties in terms of land use, traffic, appearance, and signage.**

The property is separated from the existing uses to the east by the flood wall and levee. Although the flood wall separates the Riverfront from the balance of the City, in many ways that is a positive. It helps provide both a visual and, to a lesser degree, a sound buffer from the existing industrial uses. A significant portion of the area to the east is vacant. Redevelopment of these areas into uses compatible with his PZD's uses is desirable. These PZD uses will generate traffic; improvement of Riverfront Drive to the Master Street Plan's major arterial status (possibly a boulevard) will provide more than adequate capacity, particularly if Kelley Highway is extended as shown on the Master Street Plan. The building facades of the structures in the PZD will be of higher quality materials; all signage is limited to monument type (no free standing size, no billboards, and no portable signs).

3l. **A traffic study when required by the Engineering Department (consult with staff prior to submittal).**

Traffic Information Statement

Riverfront Drive runs the length of the entire project – about 7000'. The street has two lanes with paved shoulders and open ditches. It is a state highway (255). Four miles to the north it terminates at Midland Boulevard. To the south, the road turns into a one-way couplet at North "A" and "B" Streets. The City is currently

studying eliminating the couplet and converting North "B" Street to two-way traffic. Currently this is a designated truck route.

AHTD records show the Average Daily Traffic (ADT) in 2012 ranged from 2400 to 2600 vehicles per day. This indicates substantial additional traffic capacity currently exists. Within the length of this development project there are three other local streets intersecting Riverfront Drive ("E", "H", & "P" Streets), all of which are two lane local streets.

The potential for growth in this area has long been recognized as is indicated by the Riverfront Drive's designation as a Major Arterial on the Master Street Plan. Also on the plan is the extension of Kelley Highway to Riverfront Drive, intersecting in the area of "P" Street.

This street extension is seen as key to the successful development of not only this project but also that property to the north where the City has a 50 acre tract. The site is envisioned to be a sports complex. Kelley Highway extends across the width of Fort Smith with an interchange at I-540. I-540 is the major gateway into Fort Smith and this connection provides large traffic volume capacity and direct access to the river front.

There is no capacity issue on Riverfront Drive at this time but volumes will increase. The initial development scheduled for this area is the 50,000 square foot U.S. Marshals Museum. It will trigger other development. In time Riverfront Drive's capacity will need to be increased. A four-lane boulevard at least in the reach from North "E" Street to Kelley Highway extended is envisioned.

3m. **Statement of availability of water and sewer (state size of lines).**

Water and sewer are adequate with a 12" water line and 8" & 12" sewer lines in place except north of May Branch. Extensions will be made to service this area. See the Site Plan. The property all drains directly to the river. Drainage and detention facilities will be per City regulations.

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11-8-15

CODE AMENDMENTS

27-200 – Will comply with provisions of 27-200.

27-500 – Site Layout and Design – Will comply with provisions of 27-500.

27-600 General Development Standards – Will comply with provisions of 27-600 except as follows:

a) 602-2(E)3 – ADD the following sentence: Where the minimum number of parking spaces required is more than 75 spaces, the parking lot shall also be visually screened from adjacent lots pursuant to 27-602-3.
b) 602-3(G)1.e – REPLACE with the following: All landscaped areas shall be irrigated and shall have an automated irrigation system.
c) 602-4(C)2 –
   (i) Materials: For each exterior wall, eighty (80) percent of the net façade area shall be a combination of high quality materials such as brick, natural or quarried stone, cast or cultured stone, tinted glass, tile, stucco, cementious siding, (e.g., Hardie Board), custom concrete masonry units (normal or heavy weight that is sandblasted, burnished, or has a split face), or other siding materials as approved by the director. Each façade shall not contain more than 75 percent of any single material. Smooth faced concrete block, plain or untextured tilt-up panels and prefabricated vertically ribbed metal panels with exposed fasteners are prohibited. Net façade area is defined as that portion of a building wall that excludes doors, glazing, awnings, and similar treatments.
   (ii) Building Façade:
      a) Blank building walls facing street are prohibited.
      b) Buildings shall have a defined base and cap.
      c) Window and door openings shall have a vertical orientation and shall be vertically aligned between floors.
      d) Buildings shall be constructed (through the use of materials, design elements, or architectural details) to emphasize the proportion of height to width so that building facades are vertically oriented.
      e) Where a clearly established development character and scale exists, new infill development shall include:
         ** Window and door openings with area ratios and proportions similar to those adjoining buildings; and
         ** Key design elements of surrounding buildings with respect to

windows, doors, rhythm of bays, detailing, roof forms, materials, and colors.

f) Prototypical or franchise designs shall be adapted to reflect the design standards of this subsection, and the character of the area.

(iii) Façade Variations:

Buildings shall use wall offsets or other variations to break up the mass of a building, maintain rhythm along a street, and to establish a human scale.

a) Building facades containing the primary building entrance, visible from a public area shall incorporate façade variations a minimum of every 35 feet; buildings over 20,000 square feet may increase the minimum requirement for façade variations to every 50 feet.

b) The following shall be used either alone or in combination to meet the façade variation requirements:

(i) Wall offsets having a minimum width of ten feet with a minimum depth or projection of six inches beyond the primary façade plane;

(ii) Color or material changes following the same dimensional standards as offset requirements;

(iii) Pilasters having a minimum depth of eight inches, a minimum width of eight inches, and a maximum height of 80 percent of the façade's height;

(iv) Awnings or canopies, provided the awning or canopy is not translucent, back-lit, or internally illuminated;

(v) Roofline changes, such as changes in roof planes or changes in the top of a parapet wall, when coupled with correspondingly aligned façade material changes; or

(vi) For sloped roof buildings, varying rooflines through a knee wall or providing a six-inch or greater offset in the façade plane.

The U.S. Marshall's Museum will comply with the current requirement of 602-4(C)2 and not the above amendments.

d) 602-4(D)2 – For all building types and uses, not less than 90% of each exterior façade must be of high quality materials, said materials being as described in this section of the UDO in effect at the date this ordinance is adopted.

e) 602-4 – For all building types and uses, the mechanical equipment, heating/cooling systems, trash receptacles, and utility boxes shall be completely screened from adjoining properties and street right-of-way, as described in 27-602-4(C)4 in effect at the time this ordinance is adopted.

f) 27-603-2 (O) – The spacing across the property line (SPL) to driveway on adjacent properties shall be no less than 60 feet, measured from nearest edge to nearest edge, or the sum of the radii plus a 25 foot tangent length, whichever is greater. If spacing across the property line cannot be achieved, the property owners are encouraged to construct a shared driveway.

g) 27-603-2 (P) – Driveways may align with the non-thru street leg at a T-shaped intersection. Dedication of a right-of-way may be required by the Engineering Department.

27-700 General Standards – Will comply with provisions of 27-700 except as follows:

27-704-2 – Replace with "PZD Sign Regulations" – See below
27-704-3 – Replace with "PZD Sign Regulations" – See below
27-704-4 – Outdoor Advertising Signs – Not permitted – See "PZD Sign Regulations" below
27-704-5 – General Regulations – DELETE Subsection (c) in its entirety and REPLACE with the following:

(c) Signage that is placed at intersecting streets in the triangular area (known as the sight triangle) shall be governed as follows. The sight triangle is described as the area delineated by a distance of twenty-five (25) feet along the intersecting property lines, beginning at the property corner point and extending said twenty-five (25) feet in both directions away from the corner point of intersection and then connecting the terminus points by a line to form the triangular area. The sign shall be not more than thirty-six (36) inches in height. The height of thirty-six (36) inches is to be measured from the elevation of the center of the lower street.

27-704-7 – Portable Signs – Not allowed – See "PZD Sign Regulations" below

PZD SIGNAGE REGULATIONS:

1) Monument sign defined. When used herein, "monument sign" shall refer to a ground-mounted sign having no more than two (2) faces and being constructed of materials of the same type and in design similar to the principal structure located on the lot on which the sign is located.

2) Signage per lot. Each separately owned lot is allowed no more than one(1) monument sign per 300' of frontage or part thereof. In addition to the allowed monument sign(s), each such lot is allowed signs of a maximum total of six (6) square feet per 200' of frontage, to provide traffic directions. No monument sign shall be installed closer than ten (10) feet to the property line of the lot.

3) Sign size. Each monument sign shall be a maximum of ten (10) feet high (inclusive of the base and the display area) and shall not be more than one (1) square foot in area per linear foot of lot frontage with a maximum area of one hundred (100) square feet in area per sign.

4) Wall sign allowance. The wall sign area for the principal structure shall not exceed fifteen (15) percent of the wall area on which the sign is located. The wall sign area for each accessory structure shall not exceed five (5) percent of the wall area on which the sign is located.

Additional to the permitted wall sign(s), directional information and building identification signs are permitted on the principal structure if the following conditions are met:

a. Not more than two (2) directional or building identification signs are permitted.
b. The cumulative wall sign area of the directional or building identification signs is limited to twenty-five (25) percent of the wall sign area of the logo or business symbol sign and no directional or building identification sign shall exceed eighteen (18) square feet.

5) Digital signage. Monument signs may be erected with a static face or with a combined static and digital face, provided the sign complies with all provisions applicable to the following:

a. For permitted structures containing a static/digital face, only one digital face shall be allowed per facing, the digital face shall be limited to no more than 50% of the sign surface area.
b. Electronic message changes must be accomplished within a time interval of two (2) seconds or less.
c. The message or image on a digital face must remain static for a minimum of eight (8) seconds.
d. Digital faces shall contain a default design that will freeze the message in one position if a malfunction occurs.
e. Signs that contain, include, or are illuminated by any flashing, intermittent, or moving light or lights, including animated parts or scrolling messages or images, are prohibited, with the exception of those giving public service information such as time, date, temperature, and weather and/or similar information approved in writing in advance by the City Administrator or the Administrator's designated agent.
f. There shall be no appearance of a visual dissolve or fading in which any part of one electronic message/display appears simultaneously with any part of a following electronic message/display.
g. Digital faces shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter. Documentation shall be provided to the City at time of permit issuance certifying the digital billboard has been set to be incapable of exceeding 0.3 foot candles above ambient light.

h. Each display on a digital face must have a light sensing device that will adjust the brightness as ambient light conditions change.

i. The city planning department shall be provided with an on-call contact person and telephone number for every permitted digital face. In the event of malfunction, the contact person must have the ability and authority to make modifications to the displays and lighting levels. If modifications cannot be made to correct the malfunction within a timely manner, then the digital face must be disabled until the modifications are made. It shall be the responsibility of the permittee to maintain with the planning department accurate and current contact information.

j. Failure to adhere to any of these provisions may result in the revocation of the digital face authorization of the permit (following due process including notice to comply).

6) Sign content.

a. Content of monument signs shall be such that no more than fifty (50) percent of the monument sign can be used for advertising. The remaining area of a monument sign is limited to the name and/or logo of the business(es) operating in the structure.

b. Content of wall signs for the principal structure shall be limited to the name and/or logo of the business(es) operating in the structure. Directional and information signs meeting the conditions of paragraph (4) above are permitted.

c. Content of wall signs for each accessory structure shall be limited to building identification, directional information and the name and/or logo of the business(es) operating in the structure.

d. Advertising shall not be permitted on the principal or accessory structure, wall sign or traffic direction sign.

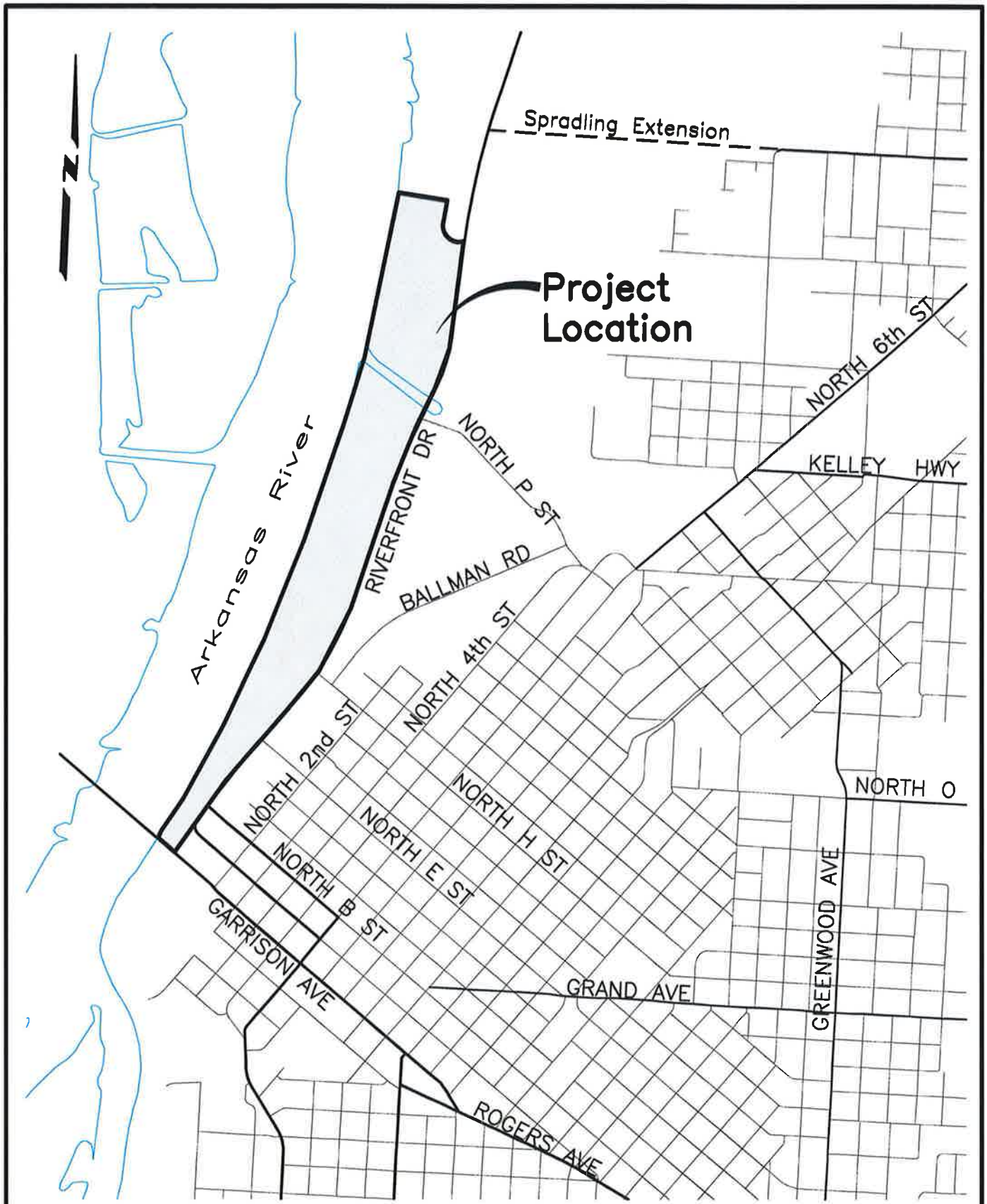
e. Changeable letters and/or numbers are permitted in the advertising portion of monument signs.

7. Outdoor advertising (offsite) signs. Outdoor advertising (offsite) signs are prohibited.

8. Signs prohibited. Banners, marquees and changeable letter reader boards and portable signs are expressly prohibited.

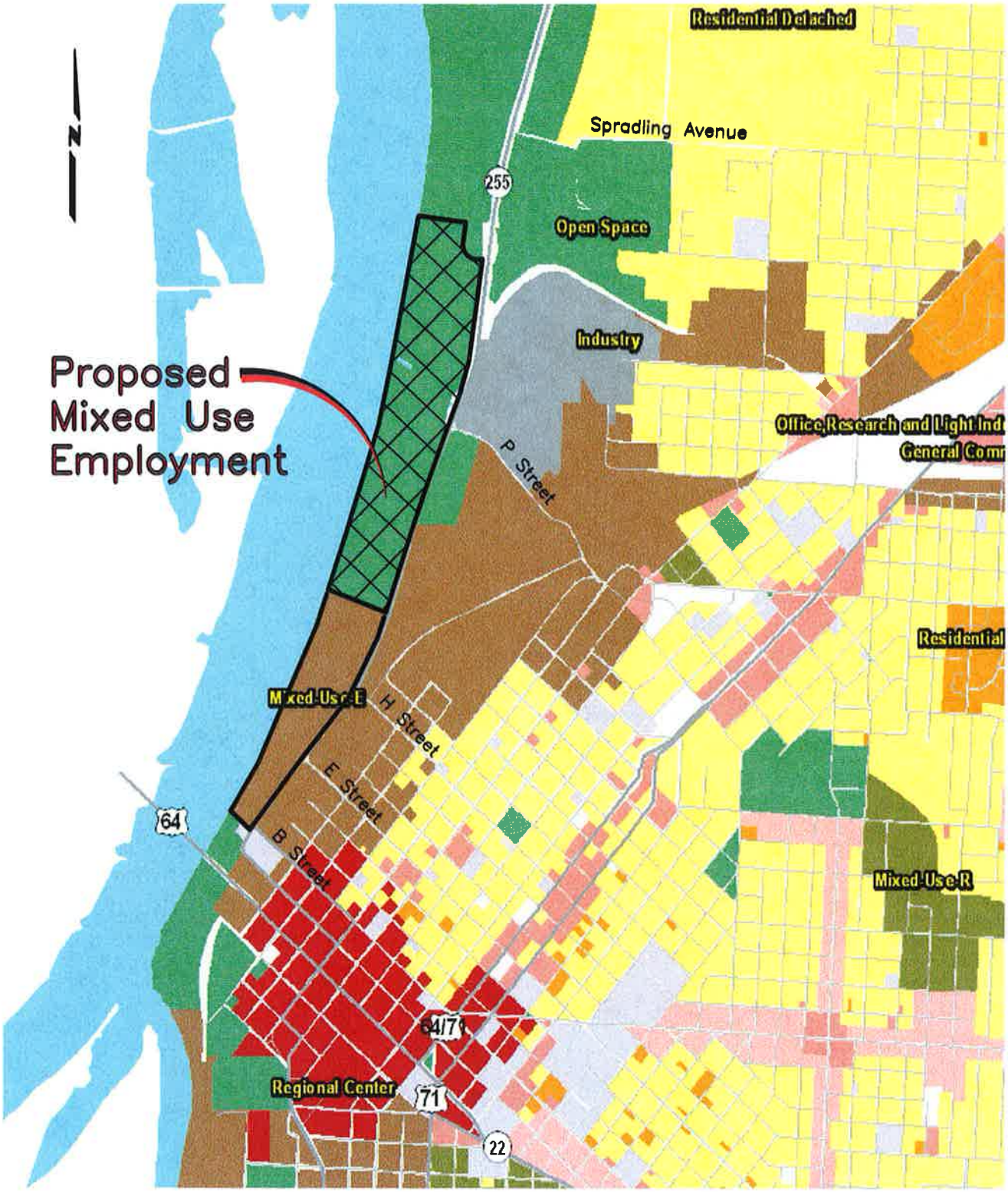
9. Other sign ordinances. All signs allowed by these regulations shall comply with further sign regulations of the zoning code and the Code of Ordinances. In the event of a conflict of these regulations and the further sign regulations of the zoning code and the Code of Ordinances, these regulations will control.

End



RIVERFRONT DRIVE

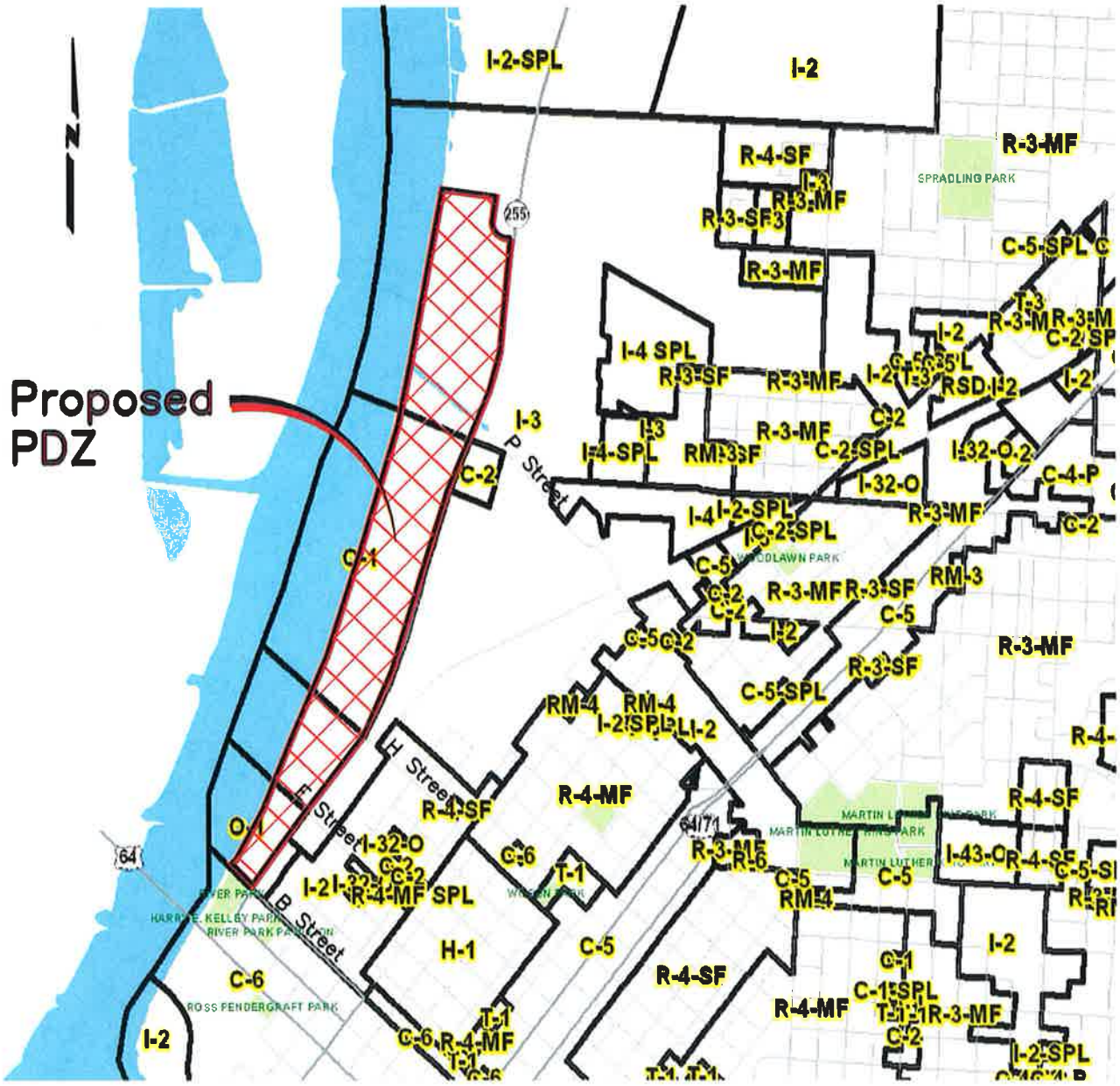
Vicinity Map



RIVERFRONT DRIVE

Land Use Exhibit

1" = 1650'



RIVERFRONT DRIVE

Zoning Exhibit

1" = 1680'

Riverfront Drive Development
Permitted Land Uses vs.
Existing Zone Designations

Fort Smith Use Matrix	J	K	L	M	N	O					Q	R	S	T	U		W	X	Y	AB	Z	AC	AD	AE	AF
Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Size or density restrictions for any use may be noted in the district																									
Residence or Accommodation																									
Private Household																									
Accessory residential dwelling unit																P	P	P	P	P	P	P			
Multifamily (apartments/condominiums)											P	P	P	P	C			P	P	P	P	P			
Housing for the Elderly																									
Hotels, Motels, or other Accommodations																									
Hotel/motel																				P	P	P			
General Sales or Services																									
Automobile Sales or Service																									
Heavy Consumer Goods Sales or Service																									
Hardware store (neighborhood)																		P				P	P		
Durable Consumer Goods Sales or Service																									
Bait and tackle shop																			P	P	P	P	P		
Bicycle sales and service																	C	C	P	P	P	P	P		
Bookstore															P		P	P	P	P	P	P			
Bridal shop															P	P	P	P	P	P	P	P			
Cameras, photographic supplies and services															P		P	P	P	P	P	P			
Clothing, jewelry, luggage, shoes, accessories															C		P	P	P	P	P	P			
Gift shop															P		P	P	P	P	P	P			
Sporting goods, toys, & musical instruments																		P	P	P	P	P			
Consumer Goods, Other																									
Antique shop															P		P	P	P	P	P	P			
Art dealers, art studio, galleries, supplies															P		C	P	P	P	P	P			
Arts and craft shop															P		P	P	P	P	P	P			
Florist shop															P		P	P	P	P	P	P			
Hobby shop															P		P	P	P	P	P	P			
Tobacco shop																	P	P	P	P	P	P			
Grocery, Food, Beverage, Dairy																									
Bakery or confectionery shop															P		P	P	P	P	P	P			
Beer, wine and liquor store (with drive-through)																		C	P	P	P	P			
Beer, wine and liquor store (without drive-through)																		P	P	P	P	P			
Convenience store (with gasoline sales)																		C	P	P	P	P	P		
Farmer's market																		P	P	P	P	P	P		
Fruit and vegetable store															P		C	P	P	P	P	P	P		
Grocery store or supermarket															P		P	P	P	P	P	P	P		
Health and Personal Care																									
Cosmetics, beauty supplies, and perfume stores																	P	P	P	P	P	P			
Optical shop																	P	P	P	P	P	P			
Pharmacy or drug store																	P	P	P	P	P	P			
Finance and Insurance																									

Riverfront Drive Development
Permitted Land Uses vs.
Existing Zone Designations

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Auto insurance claims office																		P	P	P	P		P		
Automatic teller machine																P	P	P	P	P	P	P	P		
Bank, credit union, or savings institution																P	P	P	P	P	P	P	P		
Credit and finance establishment																P	P	P	P	P	P	P	P		
Fund, trust, or other financial establishment															P	P	P	P	P	P	P	P	P		
Insurance office															P	P	P	P	P	P	P	P	P		
Investment banking, securities, and brokerages															P	P	P	P	P	P	P	P	P		
Rental and Leasing																									
Video, music, software																		P	P	P	P	P			
Business, Professional, Scientific, and Technical Services																									
Professional Services																									
Abstract services															P	P	P	P	P	P	P	P	P		
Accounting, tax, bookkeeping,payroll															P	P	P	P	P	P	P	P	P		
Advertising and media services															P	P	P	P	P	P	P	P	P		
Architectural, engineering															P	P	P	P	P	P	P	P	P		
Carpet and upholstery cleaning																			P	P	P	P	P	P	P
Consulting services															P	P	P	P	P	P	P	P	P		
Graphic, industrial, interior design															P	P	C	P	P	P	P	P	P		
Investigation and security services																			P	P	P	P	P	P	
Janitorial services																			P	P	P	P	P	P	
Legal services															P	P	P	P	P	P	P	P	P		
Offices, corporate															P	P	P	P	P	P	P	P	P		
Offices, general															P	P	P	P	P	P	P	P	P	P	P
Property management services (office only)															P	P	P	P	P	P	P	P	P		
Real estate agency															P	P		P	P	P	P	P	P		
Travel arrangement and reservation services															P	P		P	P	P	P	P	P		
Administrative Services																									
Business support services															P	P	P	P	P	P	P	P	P		
Collection agency															P	P	P	P	P	P	P	P	P		
Employment agency																			P	P	P	P	P		
Office and administrative services															P	P	P	P	P	P	P	P	P		
Telemarketer/call center																			P	P	P	P	P		
Food Services																									
Bar or tavern																		C	C	C	P	P	P		
Beer garden																			C	C	C	P	C		
Catering service - ACCESSORY USE																		P	P	P	P	P	P		
Restaurant															P		C	P	P	P	P	P	P		
* Restaurant (with drive-in services) - CONDITIONAL USE																			P	P	P		P		
* Restaurant (with drive-through services) - CONDITIONAL USE																		C	P	P	P	P	P		
Restaurant (with outdoor dining)																		C	C	C	C	P	C		
Personal Services																									
Barber shop/salon/spa/massage services															P		C	P	P	P	P	P			

Fort Smith
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Use Matrix

Riverfront Drive Development
Permitted Land Uses vs.
Existing Zone Designations

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Laundry, cleaner																		P	P	P	P		P		
Laundry, cleaner (drop-off station)																	P	P	P	P	P	P	P		
Photocopy shop																	P	P	P	P	P	P	P		
Photography studio															P		P	P	P	P	P	P	P		
Print shop																		P	P	P	P	P	P	P	
Shoe repair shop															P		P	P	P	P	P	P			
Tailor shop															P		P	P	P	P	P	P			
Tanning salons															P		C	P	P	P	P	P			
Weight loss centers																		P	P	P	P	P			
Pet and animal services																									
Automobile Parking Facilities																									
Parking garage - CONDITIONAL USE																			C	C	P	P	P	P	P
* Parking lot (commercial) - CONDITIONAL USE																					P	P	P	P	P
* Parking lot (off site) - CONDITIONAL USE																C	C	P	P	P	P	P	P	P	P
Manufacturing and Wholesale Trade																									
Food, Textiles and Related Products																									
Wood, Paper and Printing Products																									
Chemicals, Metals, Machinery, and Electronics Mfg.																									
Miscellaneous Manufacturing																									
Wholesale Trade Establishment																									
Warehouse and Storage Services																									
Transportation, Communication, Information and Utilities																									
Transportation Services																									
Ferry boat facility																							P	P	P
Heliport																			A	A	A	A	P	P	P
Mail services																	C	C	P	P	P	P	P	P	P
Marina																							P	P	P
Communications and Information																									
Data processing facility																		C	P	P	P	P	P		
Utilities and Utility Services																									
Arts, Entertainment, and Recreation																									
Performing Arts or Supporting Establishments																									
Movie theater																				P	P	P			
Performance theater															P					P	P	P			
Museums and Other Special Purpose Recreational Institutions																									
Historical or archaeological institution															P							C			
Museum															P			C	C	C	C	P			
Zoos, botanical gardens, arboreta																					C	P	C	C	
Amusement, Sports, or Recreation Establishment																									
Amusement center (indoor)																		P	P	P	P	P	P		
Convention/Event center																		C	C	P	P	P	P		
Private club																				P	P	P	P		

Riverfront Drive Development
Permitted Land Uses vs.
Existing Zone Designations

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Fitness, Recreational Sports, Athletic Club																									
Health club															P			C	C	P	P	P	P	P	
Fitness studio															P			P	P	P	P	P	P		
Indoor Games Facility																									
Sports complex/athletic field																					C	C	C	C	
Swimming pool																		C	C	C	P	C	C		
Water park																					C		C		
Camps, Camping, and Related Establishments																									
Camps, camping, and related establishments																					C		P	P	
Natural and Other Recreational Parks																									
Park or playground (public and nonpublic)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Education, Public Administration, Health Care and Other Institutions																									
Educational Services																									
College, university, or seminary	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C		C	C	C	C	C	C		
Fine art and performance education														C	C	C	C	C	C	C	C	C	C		
Library or public arts complex			C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		
Nursery school	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
Preschool	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
School, business professional														C	C	C	C	C	C	C	C	C	C		
Public Administration - Government																									
Government office															P		P	P	P	P	P	P	P		
Public Safety																									
Police substation (no incarceration)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	P	P	P	P
Health and Human Services																									
Diagnostic laboratory testing facility																C		C	C	C	P	C	P		
Doctor office and clinic															P	P		P	P	P	P	P	P	P	
Social Assistance, Welfare, and Charitable Services																C									
Day care center															C			C	C	C	C	C	C	C	
Religious Institutions																									
Note: educational/hospital facilities owned or run by																									
religious institutions are classified by use not ownership																									
Wedding chapel															P			P	P	P	P	P			
Death Care Services																									
Associations, Nonprofit Organizations																									
Construction-Related Businesses																									
Contractor's office																P	P	P	P	P	P	P	P	P	P
Mining and Extraction Establishments																									
Agriculture, Forestry, Fishing, and Hunting																									
Tanning and Slaughtering of Animals or Fowl																									
Note: Section 4-5 of the Fort Smith Municipal Code prohibits																									
the collection or keeping of hogs or swine within the																									
Fort Smith city limits																									

Fort Smith
4

Use Matrix

Riverfront Drive Development
Permitted Land Uses vs.
Existing Zone Designations

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Forestry and Logging																									
Fishing, Hunting and Trapping, Game Preserves																									
Taxidermy shop																					P		P	P	
Land Use Chart 040813-10-13-13 green only with headings.xls																									

Riverfront Drive Development
Selected Uses vs.
All Uses in UDO Matrix

Fort Smith Use Matrix	J	K	L	M	N	O					Q	R	S	T	U		W	X	Y	AB	Z	AC	AD	AE	AF
Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Size or density restrictions for any use may be noted in the district																									
Residence or Accommodation																									
Private Household																									
Single Family building																									
Structure: Accessory residential dwelling unit																P	P	P	P	P	P	P			
Structure: Detached	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
Structure: Duplex								P	P	P	P	P	P	P	P	P									
Structure: Guest house	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A									
Structure: Manufactured home														P											
Structure: Mobile home park														C											
Structure: Mobile home subdivision														C											
Multifamily (apartments/condominiums)											P	P	P	P	C			P	P	P	P	P			
Community residential facility												P	P	P				P	P	P	P	P			
Group home, family	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
Group home, neighborhood											P	P	P	P				P	P	P	P	P			
Homeless shelter																					C	C	C		
Orphanage																		C	C	C	C	C			
Transitional dwelling														P											
Housing for the Elderly																									
Hotels, Motels, or other Accommodations																									
Bed and breakfast inn											C	C	C	C	C	C	C	P	P	P	P	P			
Dormitory, sorority, fraternity											C	C	C	C				C	C	C	C	C			
Hotel/motel																				P	P	P			
Rooming or boarding house											C	C	C	C				P	P	P	P	P			
General Sales or Services																									
Automobile Sales or Service																									
Auto & vehicle impoundment or holding yard (no salvage)																					C		P	P	P
Auto and vehicle dealer																					P	P	P	P	P
Auto and vehicle towing (wrecker)																					P		P	P	P
Auto auction																							P	P	P
Auto body shop and paint (new parts)																					C		P	P	P
Auto detailing service																		C	P	P	P	P	P	P	P
Auto glass, muffler, and seatcover shop																		C	C	C	P		P	P	P
Auto parts and accessories sales																			P	P	P	P	P	P	P
Auto quick lube																			P	P	P	P	P	P	P
Auto repair																					P		P	P	P
Auto repair or assembly (salvage parts)																									P
Boat or marine craft dealer																					P		P	P	P
Car wash - full service																					P		P		
Car wash self-service																		C	P	P	P	P	P		
Gasoline service station																				P	P		P	P	P

Riverfront Drive Development
Selected Uses vs.
All Uses in UDO Matrix

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Motorcycle or ATV sales & service																					P		P	P	P
Tire sales																					P		P	P	P
Truck stop/travel plaza																					C		C	C	
Heavy Consumer Goods Sales or Service																									
Agricultural equipment and supplies (sales & service)																					P	P	P	P	P
Appliance repair - (Large)																					P		P	P	P
Appliance repair (Small)																			P	P	P	P	P	P	P
Bus, truck sales and service																					P		P	P	P
Clothing and personal items (repair)																		P	P	P	P	P			
Commercial,industrial machinery & equipment (sales & service)																					P		P	P	P
Department store, warehouse club or superstore																				P	P				
Computer and software shop																	P	P	P	P	P	P	P		
Electronics and appliances (new)																		P	P	P	P	P	P		
Electronics and appliances (used)																					P		P		
Floor, paint, wall coverings, window treatments																			P	P	P	P	P		
Furniture or home furnishings (new)																		P	P	P	P	P	P		
Furniture or home furnishings (used)																					P	P	P		
Furniture repair and upholstery shop																					P		P	P	P
Greenhouse (sales)																				P	P	P	P		
Hardware store																			P	P	P		P		
Hardware store (neighborhood)																		P				P	P		
Home improvement center																				P	P		P		
Lawn and garden supplies																		C	P	P	P	P	P		
Lumber yard and building materials																							P	P	P
Mall or shopping center																				P	P				
Manufactured home and mobile home sales and service																					P		P	P	P
Oil and gas equipment (sales and service)																							P	P	P
Sand, gravel, stone, or earth sales and storage																					C		P	P	P
Swimming pool sales and supply store (w/o storage yard)																			P	P	P	P	P		
Truck or tractor sales and service facility																					P		P	P	P
Durable Consumer Goods Sales or Service																									
Bait and tackle shop																			P	P	P	P	P		
Bicycle sales and service																	C	C	P	P	P	P	P		
Bookstore															P		P	P	P	P	P	P			
Bridal shop															P	P	P	P	P	P	P	P			
Cameras, photographic supplies and services															P		P	P	P	P	P	P			
Clothing, jewelry, luggage, shoes, accessories															C		P	P	P	P	P	P			
Gift shop															P		P	P	P	P	P	P			
Sewing machine store (sales & service)																		P	P	P	P	P			
Sporting goods, toys, & musical instruments																		P	P	P	P	P			
Thrift store																		P	P	P	P	P	P		
Consumer Goods, Other																									

Riverfront Drive Development
Selected Uses vs.
All Uses in UDO Matrix

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Antique shop															P		P	P	P	P	P	P			
Art dealers, art studio, galleries, supplies															P		C	P	P	P	P	P			
Arts and craft shop															P		P	P	P	P	P	P			
Flea market (indoor)																					P	P	P		
Flea market (outdoor)																							C		
Florist shop															P		P	P	P	P	P	P			
Hobby shop															P		P	P	P	P	P	P			
Office supply store																			P	P	P	P	P		
Pawnshop																					P		P		
Pawnshop (no outside storage)																			P	P	P	P	P		
Tobacco shop																	P	P	P	P	P	P			
Grocery, Food, Beverage, Dairy																									
Bakery or confectionery shop															P		P	P	P	P	P	P			
Beer, wine and liquor store (with drive-through)																		C	P	P	P	P			
Beer, wine and liquor store (without drive-through)																		P	P	P	P	P			
Convenience store (with gasoline sales)																		C	P	P	P	P	P		
Farmer's market																		P	P	P	P	P	P		
Fruit and vegetable store															P		C	P	P	P	P	P	P		
Grocery store or supermarket															P		P	P	P	P	P	P	P		
Neighborhood store															P			P	P	P	P	P			
Health and Personal Care																									
Cosmetics, beauty supplies, and perfume stores																	P	P	P	P	P	P			
Medical appliance services																		P	P	P	P	P	P		
Optical shop																	P	P	P	P	P	P			
Pharmacy or drug store																	P	P	P	P	P	P			
Finance and Insurance																									
Auto insurance claims office																		P	P	P	P		P		
Automatic teller machine																P	P	P	P	P	P	P	P		
Bank, credit union, or savings institution																P	P	P	P	P	P	P	P		
Credit and finance establishment																P	P	P	P	P	P	P	P		
Fund, trust, or other financial establishment															P	P	P	P	P	P	P	P	P		
Insurance office															P	P	P	P	P	P	P	P	P		
Investment banking, securities, and brokerages															P	P	P	P	P	P	P	P	P		
Rental and Leasing																									
Auto (rental and leasing)																					P		P	P	P
Commercial, industrial machinery & equipment																					P		P	P	P
Consumer rental center																		P	P	P	P	P	P		
Oil and gas field equipment																							P	P	P
Video, music, software																		P	P	P	P	P			
Business, Professional, Scientific, and Technical Services																									
Professional Services																									
Abstract services															P	P	P	P	P	P	P	P	P		

Riverfront Drive Development
Selected Uses vs.
All Uses in UDO Matrix

	Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
	P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
	Accounting, tax, bookkeeping,payroll															P	P	P	P	P	P	P	P	P		
	Advertising and media services															P	P	P	P	P	P	P	P	P		
	Architectural, engineering															P	P	P	P	P	P	P	P	P		
	Carpet and upholstery cleaning																			P	P	P	P	P	P	P
	Consulting services															P	P	P	P	P	P	P	P	P		
	Extermination and pest control																					P		P	P	P
	Graphic, industrial, interior design															P	P	C	P	P	P	P	P	P		
	Investigation and security services																			P	P	P	P	P	P	
	Janitorial services																			P	P	P	P	P	P	
	Legal services															P	P	P	P	P	P	P	P	P		
	Medical laboratory																							P	P	P
	Medical laboratory (no animal research/testing)																			C	C	C	C	P	P	
	Offices, corporate															P	P	P	P	P	P	P	P	P		
	Offices, general															P	P	P	P	P	P	P	P	P	P	P
	Property management services (office only)															P	P	P	P	P	P	P	P	P		
	Real estate agency															P	P		P	P	P	P	P	P		
	Travel arrangement and reservation services															P	P		P	P	P	P	P	P		
	Administrative Services																									
	Business support services															P	P	P	P	P	P	P	P	P		
	Collection agency															P	P	P	P	P	P	P	P	P		
	Employment agency																			P	P	P	P	P		
	Employment agency (day labor)																					P		P		
	Facilities support services															P	P	P	P	P	P	P	P	P		
	Office and administrative services															P	P	P	P	P	P	P	P	P		
	Telemarketer/call center																			P	P	P	P	P		
	Food Services																									
	Bar or tavern																		C	C	C	P	P	P		
	Beer garden																			C	C	C	P	C		
	Catering service - ACCESSORY USE																		P	P	P	P	P	P		
	Food distribution center																							P	P	
	Mobile food services																					P		P	P	
	Restaurant															P		C	P	P	P	P	P	P		
*	Restaurant (with drive-in services) - CONDITIONAL USE																			P	P	P		P		
*	Restaurant (with drive-through services) - CONDITIONAL USE																		C	P	P	P	P	P		
	Restaurant (with outdoor dining)																		C	C	C	C	P	C		
	Vending																					P		P	P	
	Personal Services																									
	Bail bonds office																					P	P	P	P	
	Barber shop/salon/spa/massage services															P		C	P	P	P	P	P			
	Laundry (commercial/industrial)																							P	P	P
	Laundry and cleaning facilities (self-service)																	P	P	P	P	P		P		
	Laundry, cleaner																		P	P	P	P		P		

Riverfront Drive Development
Selected Uses vs.
All Uses in UDO Matrix

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Laundry, cleaner (drop-off station)																	P	P	P	P	P	P	P		
Photocopy shop																	P	P	P	P	P	P	P		
Photography studio															P		P	P	P	P	P	P	P		
Print shop																		P	P	P	P	P	P	P	
Shoe repair shop															P		P	P	P	P	P	P			
Tailor shop															P		P	P	P	P	P	P			
Tanning salons															P		C	P	P	P	P	P			
Tattoo/body piercing parlor																			P	P	P	P			
Weight loss centers																		P	P	P	P	P			
Pet and animal services																									
Animal and pet services (indoor)																		P	P	P	P	P	P	P	P
Animal and pet services (outdoor)																					P		P	P	P
Animal shelter																							P	P	P
Equestrian facilities																							P	P	P
Kennels																					P		P	P	P
Pet cemetery																		C	C	C	C		C	C	C
Pet shop																		C	P	P	P	P	P		
Pet supply store																		C	P	P	P	P	P	P	P
Veterinary clinic (no outdoor kennels)																		P	P	P	P	P	P	P	P
Veterinary clinic (with outdoor kennels)																					P		P	P	P
Automobile Parking Facilities																									
Parking garage - CONDITIONAL USE																			C	C	P	P	P	P	P
* Parking lot (commercial) - CONDITIONAL USE																					P	P	P	P	P
* Parking lot (off site) - CONDITIONAL USE																C	C	P	P	P	P	P	P	P	P
Manufacturing and Wholesale Trade																									
Food, Textiles and Related Products																									
Animal food processing																							C	C	P
Clothing manufacturing																							P	P	P
Food and beverage processing																							P	P	P
Leather and allied products																									P
Textiles																								P	P
Tobacco manufacturing																								P	P
Wood, Paper and Printing Products																									
Cabinet and woodwork shop																							P	P	P
Furniture or home furnishings																								P	P
Manufacturing, boxes/containers/corrugated																							P	P	P
Manufacturing, packaging material																							P	P	P
Paper and printing materials																							P	P	P
Wood products manufacturing plant																								P	P
Chemicals, Metals, Machinery, and Electronics Mfg.																									
Acid manufacturing																									P
Asphalt or concrete batching plant (permanent)																									P

Riverfront Drive Development
Selected Uses vs.
All Uses in UDO Matrix

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Chemicals, plastics and rubber industry																								C	P
Electrical equipment, applicance and components mfg.																							P	P	P
Explosives manufacturing																									C
Foundary or metal-works facility																								P	P
Laboratory (manufacturing)																							P	P	P
Machine, welding, or sheet metal shop																							P	P	P
Nonmetallic manufacturing																								C	P
Petroleum and coal products																									C
Pharmaceutical manufacturing																							P	P	P
Refinery																									C
Tire retreading																									P
Miscellaneous Manufacturing																									
Auto manufacturing																								P	P
Barge and ship manufacturing																									P
Boat manufacturing																							P	P	P
Dolls, toys, games, musical instruments																							P	P	P
Jewelry and silverware																							P	P	P
Manufacturing, batteries																							P	P	P
Manufacturing, fibergass																								P	P
Manufacturing, foam products																								P	P
Manufacturing, heavy																									P
Manufacturing, light																							P	P	P
Manufacturing, medium																								P	P
Manufacturing, motors, drives, and generators																								P	P
Office supplies																							P	P	P
Wholesale Trade Establishment																									
Durable goods																					P	P	P	P	P
Electrical, plumbing, heat & air conditioning																							P	P	P
Nondurable goods																					P	P	P	P	P
Warehouse and Storage Services																									
Auto salvage yard																									P
Building materials salvage yard																								P	P
Bulk petroleum storage																									P
Container storage																					P		P	P	P
Mini storage warehouse																					P		P	P	P
Packaging and distribution center																							P	P	P
Petroleum distribution facility																							C	P	P
Portable storage Unit																					P		P	P	P
Vehicle storage yard																					P		P	P	P
Warehouse																							P	P	P
Transportation, Communication, Information and Utilities																									
Transportation Services																									

Riverfront Drive Development
Selected Uses vs.
All Uses in UDO Matrix

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
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Airport																							P	P	P
Bus station and terminal																					C	C	C	C	C
Courier and messenger services																		C	P	P	P	P	P	P	P
Ferry boat facility																							P	P	P
Heliport																			A	A	A	A	P	P	P
Limousine service																					P	C	P	P	P
Mail services																	C	C	P	P	P	P	P	P	P
Marina																							P	P	P
Motor freight terminal																							P	P	P
Moving and storage																							P	P	P
Moving company																					P		P	P	P
Pipeline transportation																								P	P
Port facility																								P	P
Rail transportation																						P	P	P	P
Taxicab service																					P		P	P	P
Communications and Information																									
Commercial communication towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C			C	C	P	P	P	C	P	P	P
Data processing facility																		C	P	P	P	P	P		
Motion pictures and sound recording studios																			P	P	P	P	P	P	P
Printing commercial/industrial																							P	P	P
Telecommunications and broadcasting studios																			P	P	P	P	P	P	P
Utilities and Utility Services																									
Amateur radio transmitting towers			C	C	C	C	C	C	C	C	C	C	C	C			C	C	P	P	P	C	P	P	P
Electric power plant																							C	C	P
Hazardous waste treatment and disposal																									C
Incinerator																									P
Nuclear power plant																									C
Radio, television, and microwave transmitting towers																		C	P	P	P	C	P	P	P
Recycling center																							C	P	P
Recycling collection station																		C	C	C	C	C	P	P	P
Sanitary landfill																									P
Solid waste collection																								P	P
Utility shop, storage yard or building																					C		P	P	P
Utility substation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P
Wastewater treatment plant																								P	P
Arts, Entertainment, and Recreation																									
Performing Arts or Supporting Establishments																									
Drive-in theater																					C		C		
Movie theater																				P	P	P			
Performance theater															P					P	P	P			
Carnival or circus (temporary with permit)																		P	P	P	P	P	P	P	
Fairground/rodeo ground																					P		P	P	

Riverfront Drive Development
Selected Uses vs.
All Uses in UDO Matrix

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
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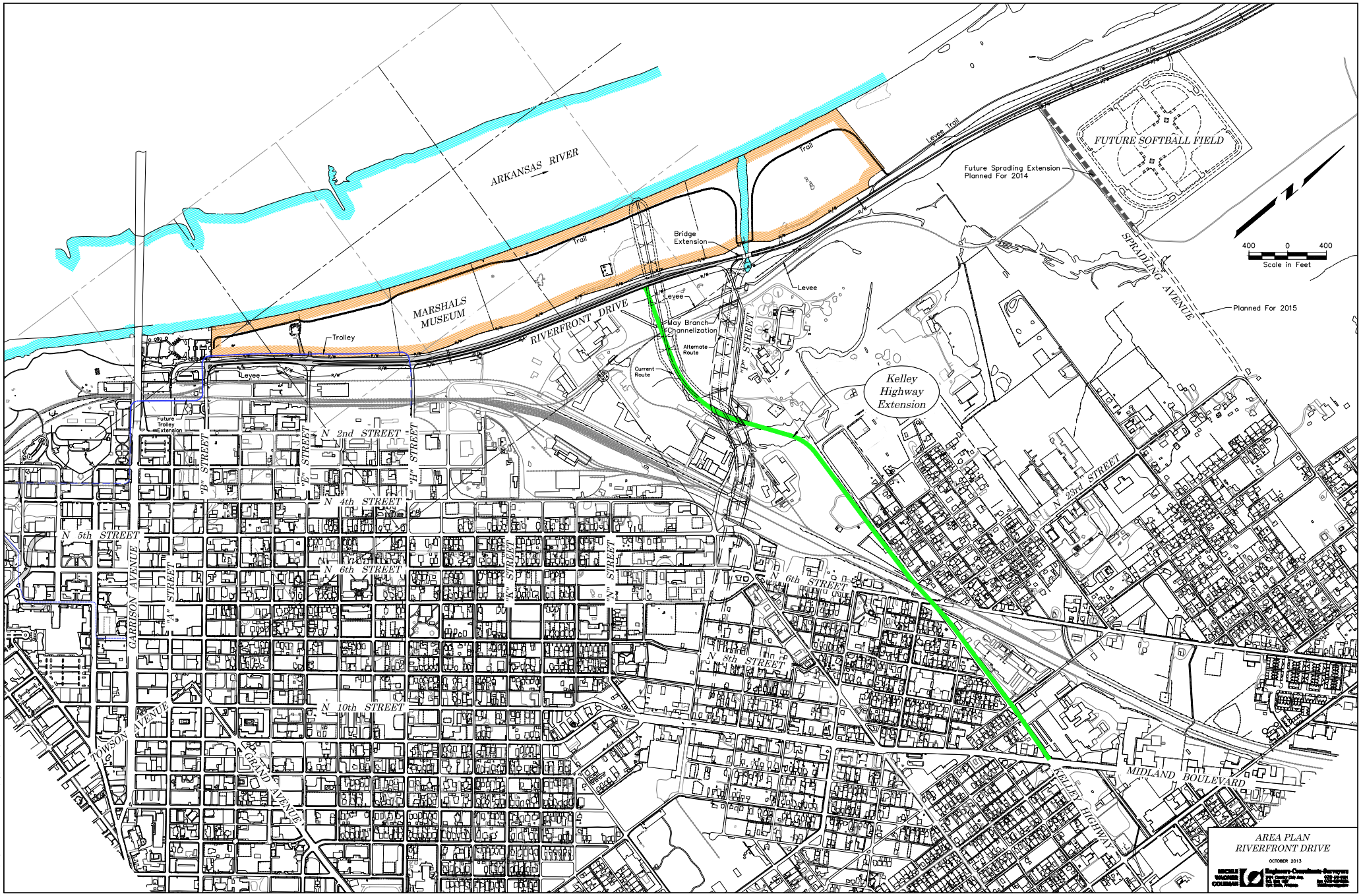
Museums and Other Special Purpose Recreational Institutions																									
Historical or archaeological institution															P							C			
Museum															P			C	C	C	C	P			
Zoos, botanical gardens, arboreta																					C	P	C	C	
Amusement, Sports, or Recreation Establishment																									
Amusement center (indoor)																		P	P	P	P	P	P		
Amusement center (outdoor)																					C	C	C	C	
Convention/Event center																		C	C	P	P	P	P		
Bingo parlor																				P	P	P			
Country club	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C				
Dance hall/night club																				P	P	P	P		
Private club																				P	P	P	P		
Race track																								C	C
Fitness, Recreational Sports, Athletic Club																									
Bowling alley																		C	P	P	P	P	P		
Community recreation center										C	C	C	C	C			C	C	C	C	C	C	C		
Driving range (outdoor)																				C	P	P	P	P	P
Golf course			C	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C		C	C	C
Pistol Range (Indoor)																					C	C	C	C	C
Health club															P			C	C	P	P	P	P	P	
Fitness studio															P			P	P	P	P	P	P		
Indoor Games Facility																									
Miniature golf course																			P	P	P	P	P		
Pool hall																		C	C	C	P	P	P		
Sexually oriented business (see Ft. Smith Muni. Code Sec.14-141)																					P			P	P
Skating rink																				P	P	P	P		
Sports complex/athletic field																					C	C	C	C	
Swimming pool																		C	C	C	P	C	C		
Water park																					C		C		
Camps, Camping, and Related Establishments																									
Camps, camping, and related establishments																					C		P	P	
Natural and Other Recreational Parks																									
Park or playground (public and nonpublic)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Education, Public Administration, Health Care and Other Institutions																									
Educational Services																									
College, university, or seminary	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C		C	C	C	C	C	C		
Fine art and performance education														C	C	C	C	C	C	C	C	C	C		
Library or public arts complex			C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		
Nursery school	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
Preschool	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
Primary and secondary school	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		
School, business professional														C	C	C	C	C	C	C	C	C	C		

Riverfront Drive Development
Selected Uses vs.
All Uses in UDO Matrix

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
School, technical or trade																					C	C	C	C	
Public Administration - Government																									
Detention facility																						C	C	C	
Government office															P		P	P	P	P	P	P	P		
Public Safety																									
Emergency response station																C	P	P	P	P	P	C	P	P	P
Fire and rescue station	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	P	P	P	P
Police station																	C	C	C	C	C	C	C	C	C
Police substation (no incarceration)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	P	P	P	P
Health and Human Services																									
Community health and welfare clinic																			C	C	C	C	C		
Diagnostic laboratory testing facility																C		C	C	C	P	C	P		
Doctor office and clinic															P	P		P	P	P	P	P	P	P	
Hospice residential care facility																P		P	P	P	P	P			
Hospital																C		P	P	P	P	P			
Mental health hospital																C		C	C	C	C	C			
Substance abuse treatment facility																C		C	C	C	C				
Social Assistance, Welfare, and Charitable Services																C									
Child and youth services (office)																	P	P	P	P	P	P			
Day care Home (12 or less)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C									
Day care center															C			C	C	C	C	C	C	C	
Community food services																					C	C	C		
Emergency and relief services																			P	P	P		P		
Family support services																					P	P	P		
Senior citizen center											C	C	C	C	C	C	C	C	C	C	C	C	P		
Vocational rehabilitation																					C		C	C	
Religious Institutions																									
Rectory, convent, monastery											C	C	C	C	C	C	A	A	A	A	A	A	A		
Note: educational/hospital facilities owned or run by																									
religious institutions are classified by use not ownership																									
Wedding chapel															P			P	P	P	P	P			
Death Care Services																									
Cemetery, mausoleum, crematorium, funeral home, & mortuary																		C	C	C	C		C		
Monument (manufacturing)																							P	P	
Monument (sales)																		P	P	P	P		P	P	
Associations, Nonprofit Organizations																									
Lodge or fraternal organization															C			C	C	C	C	C	P	P	
Construction-Related Businesses																									
Contractor's office																P	P	P	P	P	P	P	P	P	P
Contractor's shop and storage yard																					C		P	P	P
Glass sales and service																					P		P	P	P
Landscaping contractor																					C		P	P	P

Riverfront Drive Development
Selected Uses vs.
All Uses in UDO Matrix

Districts	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	RH	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use			R-1	R-2	R-3	R-4	R-6	DP-2	DP-3	DP-4	MF-2	MF-3	MF-4	R-5	H	T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4
Sign contractor																					C		P	P	P
Mining and Extraction Establishments																									
Coal mining																									C
Metallic mining																								C	P
Non-metallic manufacturing and mining																								C	P
Agriculture, Forestry, Fishing, and Hunting																									
Grain storage and processing																								C	P
Livestock yard, feed lot, holding pens, and auction facility																								C	C
Commercial grower																							P	P	P
Tanning and Slaughtering of Animals or Fowl																									
Animal slaughter and processing																								C	C
Note: Section 4-5 of the Fort Smith Municipal Code prohibits																									
the collection or keeping of hogs or swine within the																									
Fort Smith city limits																									
Forestry and Logging																									
Fishing, Hunting and Trapping, Game Preserves																									
Taxidermy shop																					P		P	P	
Land Use Chart 040813-ALL CHANGES 8-26-13 rev 10-10-13.xls																									


ARKANSAS RIVER
MARSHALS MUSEUM
RIVERFRONT DRIVE
Trolley
Levee
Future Trolley Extension
Trail
Levee Trail
Bridge Extension
May Branch Channelization
Alternate Route
Current Route
Future Spradling Extension Planned For 2014
FUTURE SOFTBALL FIELD
SPRADLING AVENUE
Planned For 2015
400 0 400
Scale in Feet
Kelley Highway Extension
N 2nd STREET
N 4th STREET
N 5th STREET
N 6th STREET
N 8th STREET
N 10th STREET
N 23rd STREET
"B" STREET
"E" STREET
"H" STREET
"K" STREET
"N" STREET
GARRISON AVENUE
TOWSON AVENUE
GRAND AVENUE
KELLEY HIGHWAY
MIDLAND BOULEVARD
AREA PLAN
RIVERFRONT DRIVE
OCTOBER 2013

LEGAL DESCRIPTION:

Part of the Northeast Quarter of the Southwest Quarter, part of the Northwest Quarter of the Southeast Quarter, and part of the Northeast Quarter, all in Fractional Section 8, Township 8 North, Range 32 West, part of the South Half of the Southeast Quarter and part of the Northeast Quarter of the Southeast Quarter, all in Fractional Section 5, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Northeast Corner of said Fractional Section 8, said point being marked with an existing 2" aluminum cap; Thence N90°00'W, 862.7 feet to the westerly right-of-way line of River Front Drive; Thence along said right-of-way line the following bearings and distances: S13°53'W, 277.7 feet; S25°58'W, 411.7 feet; S23°28'W, 105.2 feet; S17°09'W, 325.6 feet; S22°25'W, 209.8 feet; S33°44'W, 275.3 feet; S39°34'W, 335.0 feet; S37°21'W, 305.2 feet; S42°39'W, 371.9 feet; S41°16'W, 278.7 feet; S38°31'W, 278.7 feet; S37°08'W, 399.7 feet to the northeasterly corner of the City of Fort Smith Riverfront Amphitheater property; Thence along the northerly line of said property, N50°06'W, 321.0 feet, more or less, to the high water mark on the easterly bank of the Arkansas River; Thence leaving said northerly line and along the meanders in said high water mark the following bearings and distances: N30°19'E, 682 feet; N27°12'E, 696 feet; N24°50'E, 504 feet; N23°19'E, 196 feet; N23°50'E, 252 feet; N22°08'E, 577 feet; N20°25'E, 721 feet; N18°50'E, 1000 feet; N16°07'E, 515 feet to a point on the southerly line of the Airplane Company, LLC property; Thence leaving said high water mark and along southerly line, S64°48'E, 839.2 feet, more or less to the southeasterly corner of said property and a point on said westerly right-of-way line of River Front Drive; Thence along said right-of-way line the following bearings and distances: S25°00'W, 168.8 feet; S26°37'W, 538.5 feet; S13°08'W, 204.3 feet; S23°43'W, 402.0 feet; S18°00'W, 100.0 feet; S16°04'W, 299.7 feet to the Point of Beginning. Containing 77.5 acres, more or less.

And

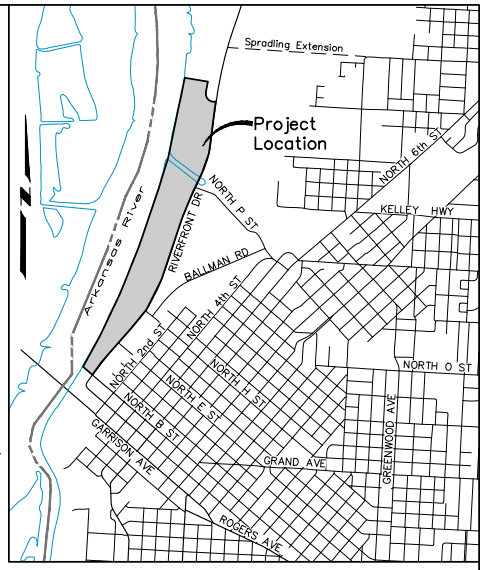
The Airplane Company, LLC property (Sebastian County Identification Number 18883-0000-00254-00). Boundary description taken from Quit Claim Deed filed for record February 16, 2007 as Document Number 7209932.

Part of the East Half of Section 5 and part of the West Half of Section 4 all in Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, more particularly described as follows:

Commencing at the Southeast corner of said Section 5; thence N 03°08'20"E along the East line of said Section 5, 2454.71' to the Point of Beginning on the West right-of-way line of Clayton Expressway (Arkansas Highway 255), being S 03°08'20"W 183.15' from the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 5; thence along said West right-of-way line of Clayton Expressway the next (5) courses: S 17°11'07"W 256.97'; S 40°08'07"W 189.70'; S 24°51'07"W 100.00'; S 10°49'07"W 206.20'; S 24°51'07"W 203.14'; thence N 64°56'18"W 803.00', more or less to the normal high water line of the Arkansas River; thence northeasterly along the meanderings of said normal high water line the next (15) courses: N 11°29'40"E 72.69'; N 20°26'19"E 71.38'; N 13°07'59"E 88.39'; N 17°02'10"E 130.08'; N 13°37'06"E 87.77'; N 16°34'43"E 87.06'; N 14°31'37"E 181.42'; N 14°49'50"E 111.68'; N 15°54'03"E 98.59'; N 13°21'07"E 137.32'; N 14°10'58"E 103.83'; N 13°14'15"E 128.42'; N 12°36'44"E 160.00'; N 14°06'20"E 125.78'; N 11°09'48"E 160.10'; thence leaving said normal high water line S 88°58'21"E 771.16' to the West line of a levee right-of-way; thence S 04°22'16"W along said levee right-of-way line 162.60'; thence continuing along said levee right-of-way line on a curve to the left having a central angle of 85°06'19" and a radius of 75.00' to a point subtended by a chord bearing and distance of S 38°10'47"E 101.44' to said West right-of-way line of Clayton Expressway; thence S 10°11'07"W along said West right-of-way line 170.02'; thence continuing along said West right-of-way line S 07°19'07"W 567.00'; thence continuing along said West right-of-way line, S 17°11'07"W 186.03' to the Point of Beginning, containing 38.00 acres, more or less.

Containing in aggregate, 115.5 acres, more or less.

200 0 200
Scale in Feet



Vicinity Map

Scale 1" = 1500'

ORDINANCE NO._____

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

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

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

WHEREAS, the Planning Commission held a public hearing regarding these amendments and recommended on November 12, 2013, that said changes be made; and,

WHEREAS, three (3) copies of December 2013 Amendments to the Unified Development Ordinance have been on file in the Office of the City Clerk of the City of Fort Smith for inspection and review by the public prior to the passage of this Ordinance; and,

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

SECTION 1: The December 2013 Amendments to the Unified Development Ordinance is hereby adopted.

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

SECTION 3: It is hereby found and determined that the adoption of these amendments to the Unified Development Ordinance is necessary to alleviate an emergency created by the lack

of regulation of uses of property within the City of Fort Smith so that the protection of the health, safety and welfare of the inhabitants of the City requires that the amendments be effective, and the amendment is hereby made effective, as of the date of approval of this Ordinance.

PASSED AND APPROVED THIS_____DAY OF _____, 2013.

APPROVED:

_____

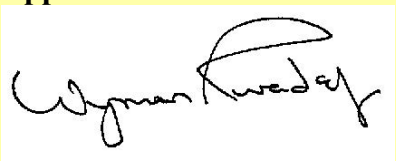
Mayor

ATTEST:

_____

City Clerk

Approved as to form:



_____

Publish One Time

The City of Fort Smith ARKANSAS

November 25, 2013

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

Re: Unified Development Ordinance Amendments

On November 12, 2013, the City Planning Commission held a public hearing to consider amendments to the Unified Development Ordinance.

Mr. Wally Bailey stated that the proposed UDO amendments would provide clarification between the definitions of auto body and paint shop and auto repair land uses. There has been confusion with these two definitions and problems separating them when reviewing building permits and business license applications. The change will make it clear that auto repair is different from an auto body and paint shop.

Also, the current definition for auto body and paint shop indicates the use must include painting. Replacing the conjunction "and" with an "or" should make the intent of the definition more clear.

The proposed UDO amendment definitions shall read as follows:

Auto body and paint shop
shall mean a facility which provides collision repair services, including body frame straightening, replacement of damaged parts, or painting.

Auto repair
shall mean a facility for motor vehicle maintenance, service and engine repair (not including painting or body and frame work.

No one was present to speak in support or in opposition to these proposed amendments.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 784-2216
FAX (479) 784-2462

Printed on 100% Recycled Paper

Chairman Sharpe then called for the vote on the Unified Development Ordinance Amendments. The vote was 9 in favor and 0 opposed.

Respectfully Submitted,

CITY PLANNING COMMISSION

Marshall L. Sharpe

Marshall Sharpe, Chairman

MS/lp

cc: File
City Administrator

DECEMBER 2013

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE

empowered to act on behalf of other persons.

Auto (rental and leasing)
shall mean an area or structure for storing or displaying cars, trucks, trailers, RVs and recreational goods, which are offered for rent for a fee.

Auto auction
shall mean a facility for the sale of automobiles to the highest bidder.

Auto and vehicle dealer
shall mean a facility for display, service and sales of used or new automobiles, motorcycles, recreation vehicles, and travel trailers, excluding heavy equipment.

Auto and vehicle impoundment or holding yard (no salvage)
shall mean a parcel of land or a building that is used for the impoundment of vehicles and storage of inoperable vehicles usually awaiting insurance adjustment or transport to a repair shop and where vehicles are kept for a period not to exceed sixty (60) days.

Auto and vehicle towing (wrecker)
shall mean the operating of a truck for the towing of inoperable motor vehicles.

Auto body and paint shop
shall mean a facility which provides collision repair services, including body frame straightening, replacement of damaged parts, ~~and~~ or painting.

Auto detailing service
shall mean a facility for the cleaning, washing, waxing and polishing of motor vehicles including steam cleaning.

Auto glass, muffler and seatcover shop
shall mean an automotive service establishment specializing in assembly, fitting and installation of glass, seatcovers or mufflers in automobiles as a primary activity.

Auto insurance claims office
shall mean a branch office of a major auto insurance agency in which a liability adjuster assists in damage claims and adjustments to vehicles.

Auto manufacturing
see manufacturing, medium

Auto parts and accessory sales
shall mean a facility having auto parts, accessories and tools for sale (no repairing).

Auto quick lube
shall mean facilities which perform routine servicing of motor vehicles, including the replacement of elements and fluids which are expected to be routinely replaced on a

frequent basis (such as engine oil and other lubrication; brake, transmission and power steering fluids; and air filters) generally while customers wait.

Auto repair
shall mean a facility for motor vehicle maintenance, service, and engine repair (not including painting or body and frame work).

Auto repair or assembly (salvage parts)
shall mean a facility which performs auto body, painting and engine repair and/or which assembles operable vehicles from salvage parts and components.

Auto salvage yard
see salvage yard.

Automatic teller machine (ATM)
shall mean an automated device that performs banking or financial functions (deposits, withdraws, fund transfers) at a location remote from the controlling financial institution.

Average Daily Trips (ADT)
ADT is determined in accordance with the Institute of Transportation Engineers, *Trip Generation* (7th ed. 2003), which is incorporated by reference.

Bail bonds office
financial establishment proving legal assistance for a fee in posting bonds to release customers from a detention facility.

Bait and tackle shop
shall mean retail sales of fishing supplies and general outdoor items to include live bait, tackle, camping supplies and food items.

Bakery and confectionary shop (neighborhood)
shall mean a place for preparing, cooking, baking, and selling of products on the premises.

Bakery (commercial and industrial)
see food and beverage processing.

Bank, credit union or savings institution
shall mean a completely enclosed facility, the primary use of which is the custody, loan, exchange or issue of money, the extension of credit and the transmission of funds.

Barge or ship manufacturing
see manufacturing, heavy

Bar or tavern
an establishment, also known as bars, taverns, or drinking places, primarily prepare and serve alcoholic beverages for immediate consumption. These establishments may also provide limited food and entertainment (primarily music) services.

time as an agreement can be reached between the provider and the City Board of Directors.

Chairman Sharpe then called for the vote to table this item. The vote was 9 in favor and 0 opposed.

Mr. Bailey stated that when this item is placed on the Planning Commission agenda, surrounding property owners within 300 feet will be notified by letter, the item will be readvertised and posted.

1. UDO Amendments

Mr. Wally Bailey read the staff report indicating that the proposed UDO amendments will provide clarification between the definitions of auto body and paint shop and auto repair land uses. There has been confusion with these two definitions and problems separating them when reviewing building permits and business license applications. The change will make it clear that auto repair is different from an auto body and paint shop.

Also, the current definition for auto body and paint shop indicates the use must include painting. Replacing the conjunction "and" with an "or" should make the intent of the definition more clear.

The proposed UDO amendment definitions shall read as follows:

Auto body and paint shop

shall mean a facility which provides collision repair services, including body frame straightening, replacement of damaged parts, or painting.

Auto repair

shall mean a facility for motor vehicle maintenance, service and engine repair (not including painting or body and frame work.

No one was present to speak either in favor or in opposition to this item.

Chairman Sharpe then called for the vote on the UDO amendments as proposed. The vote was 9 in favor and 0 opposed.

5

ORDINANCE NO._____

AN ORDINANCE AMENDING THE 2013 BUDGET

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

SECTION 1: The revised 2013 revenue estimates as listed for the General Fund and the Street Maintenance Fund on Exhibits 1 and 2 are hereby approved.

SECTION 2: There is hereby authorized the following appropriations from the unreserved/unrestricted balances of the General Fund, the Street Maintenance Fund, the Water and Sewer Operating Fund, and the Sanitation Operating Fund for additional funding costs in 2013:

Planning Program 4106	$ 50,000.00
City Attorney Program 4204	60,000.00
Internal Audit Program 4405	1,000.00
Street Sidewalk Program 5305	50,000.00
Sanitation Non-Departmental Program for Scale House	500,000.00
	$661,000.00

THIS ORDINANCE ADOPTED THIS 3rd DAY OF DECEMBER, 2013.

APPROVED:

_____

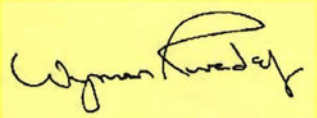
MAYOR

ATTEST:

_____

City Clerk

Approved as to form:



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No Publication Required

General Fund
Revenue Comparisons
2013

Exhibit 1

	Budget FY 13	Estimated FY 13
Intergovernmental		
State Turnback - General	$ 1,296,328	$ 1,405,207
Transit Reimbursement	2,212,691	2,212,691
Airport Security Reimbursement	109,500	125,800
State Act 833 Fire Funds	438,097	432,451
SAFER Grant	493,680	477,904
COPS Grant	117,328	108,992
Taxes and Assessments		
Franchise	6,119,730	6,241,402
Ad Valorem	7,090,660	6,928,050
County Sales Tax	15,665,165	15,273,536
1/4% City Sales Tax - Fire & Parks	5,050,582	4,924,318
Gasoline Tax Refund - Transit	17,000	14,100
Court Fines and Forfeitures	2,110,000	2,175,000
Licenses and Permits		
Privilege	20,000	16,040
Construction	650,000	729,661
Alcohol	545,000	551,200
Other	100,000	90,800
Service Charges and Fees		
Community Centers	36,500	38,677
Fire Protection Contracts	72,400	72,400
Port Authority	12,000	20,621
Parks and Aquatics	210,000	174,978
Oak Cemetery	55,000	68,501
Animal Control	850	490
False Alarm Fees	17,500	28,800
Mobile Data Support Fees	62,000	44,100
Transit System	215,000	202,353
Miscellaneous		
Reimbursement from Airport	3,163	3,163
Interest Earned	5,000	11,280
Sebastian County Participation	535,000	546,896
Reimbursement from 911 Fund	255,000	255,000
Reimbursement from FSPS for SROs	44,000	44,662
Other	150,000	150,000
Transfers		
Sales Tax Fund	2,568,000	2,568,000
A & P Fund	22,150	22,600
Street Maintenance Fund	88,400	88,400
Water & Sewer Operating Fund	88,400	88,400
Sanitation Operating Fund	88,400	88,400
Total	$ 46,564,524	$ 46,224,873

Street Maintenance Fund
Revenue Comparisons
2013

Exhibit 2

	Budget FY 13	Estimated FY 13
Intergovernmental		
State Turnback - Gasoline Tax	$ 3,866,474	$ 3,866,474
State Turnback - Highway Sales Tax	640,000	640,000
Taxes and Assessments		
Ad Valorem	2,070,090	1,987,286
Licenses and Permits		
Sidewalk Permit Assessment	160,000	164,976
Miscellaneous		
Interest Earned	2,000	3,576
Other	5,000	5,000
Total	$ 6,743,564	$ 6,667,312

The City of Fort Smith ARKANSAS

MEMORANDUM

November 22, 2013

TO: Ray Gosack, City Administrator

FROM : Kara Bushkuhl, Director of Finance

SUBJECT: 2013 Budget Amendments

Each year the city is required to adjust the General Fund and the Street Maintenance Fund revenues during the current budget year. This is due to governmental accounting standards. The two exhibits attached to the accompanying ordinance are the same revenue schedules presented in the 2014 Proposed Budget.

In order to adjust the 2013 Budget appropriations to the required levels, there are some supplemental appropriations that are necessary. All of these amendments to the 2013 Budget were taken into consideration when the 2013 estimates were presented in the 2014 Proposed Budget, with the exception of the timing of WTR invoices for the comprehensive plan.

It is estimated that two invoices will be presented for 2013 work from WTR for the compressive plan update prior to the end of 2013. More work on the plan is being completed in 2013 than originally anticipated. The estimated amount is $50,000. This timing change will require an amendment of $50,000 to the 2013 budget and a reduction to the 2014 Budget for this program in the same amount. This action drops the estimated ending balance in the General Fund at December 31, 2013 to 12.23% and increases the estimated ending balance in the General Fund at December 31, 2014 to 7.51%. There is no impact to the Water and Sewer Operating Fund since the amount of the Planning Program 4106 allocated to that fund is relatively immaterial.

City Attorney expenditures are expected to exceed the original budget by $60,000 due to an increase in legal activity during 2013. The Internal Audit costs slightly exceed the budget by $1,000 and, due to the variant allocation of expenditures among the operating funds, the $1,000 may not be transferred from another program.

The materials used for the street maintenance and street sidewalk programs have exceeded the original budget allocation. The combined total of $50,000 is necessary to fund the extra work in 2013.

The scalehouse project was approximately $1.1 million more than expected. In order to fund this project, an additional $500,000 transfer is required. The lower amount is needed as there are unspent appropriations in the sanitation programs that cover the remaining $600,000.

I recommend approval of the ordinance to amend the 2013 Budget. If you have any questions, please do not hesitate to let me know.

pc: Jeff Dingman

6

ORDINANCE NO._____

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2014
OPERATING BUDGET AND TO PROVIDE FOR OTHER
MATTERS RELATING THERETO

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

Section 1: The City of Fort Smith fiscal year 2014 Operating Budget is approved and authorized as on file in the City Clerk's office.

Section 2: The City Administrator is hereby authorized to transfer appropriated monies among and within authorized programs.

Section 3: The 2013 year end encumbrances are hereby appropriated in the 2014 Budget.

Section 4: All ordinances and resolutions in conflict with the budget are amended to conform with the budget hereby approved.

PASSED AND APPROVED THIS 3rd DAY OF DECEMBER 2013.

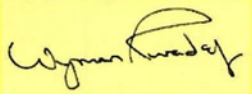
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
No Publication Required

City of Fort Smith
FY14
Budget Comparison Summary-General Fund

	Estimated FY13	Budget FY14	Increase (Decrease)	Projected FY15
Revenues				
Intergovernmental	$ 4,763,045	$ 3,748,883	$ (1,014,162)	$ 3,250,377
Taxes and Assessments	33,381,406	33,793,672	412,266	34,238,889
Court Fines and Forfeitures	2,175,000	2,225,000	50,000	2,225,000
Licenses and Permits	1,387,701	1,336,000	(51,701)	1,336,000
Service Charges and Fees	650,920	641,900	(9,020)	1,407,911
Miscellaneous	1,011,001	1,048,762	37,761	1,113,215
Transfers	2,855,800	2,922,000	66,200	2,992,630
Total	$ 46,224,873	$ 45,716,217	$ (508,656)	$ 46,564,022
Expenditures				
Policy and Administration Services	$ 2,754,072	$ 2,905,884	$ 151,812	$ 3,203,027
Management Services	2,523,541	2,725,652	202,111	2,853,106
Development Services	2,698,476	2,959,247	260,771	2,973,207
Police Services	15,801,977	16,209,790	407,813	19,910,800
Fire Services	13,445,751	13,274,160	(171,591)	15,214,120
Operation Services	7,956,274	7,198,619	(757,655)	9,749,940
Non-Departmental	2,801,686	2,603,365	(198,321)	2,750,000
Total	$ 47,981,777	$ 47,876,717	$ (105,060)	$ 56,654,200
Excess (Deficiency) Revenues Over Expenditures	$ (1,756,904)	$ (2,160,500)	$ (403,596)	$ (10,090,178)
Fund Balance, Beginning of Year	7,343,091	5,586,187	(1,756,904)	3,425,687
Fund Balance, End of Year	$ 5,586,187	$ 3,425,687	$ (2,160,500)	$ (6,664,491)

City of Fort Smith
FY14
Budget Comparison Summary-Street Maintenance Fund

	Estimated FY13	Budget FY14	Increase (Decrease)	Projected FY15
Revenues				
Intergovernmental	$ 4,506,474	$ 5,344,966	$ 838,492	$ 5,360,918
Taxes and Assessments	1,987,286	2,027,000	39,714	2,067,500
Licenses and Permits	164,976	160,000	(4,976)	160,000
Miscellaneous	8,576	10,000	1,424	7,000
Transfers	0	60,000	60,000	60,000
Total	$ 6,667,312	$ 7,601,966	$ 934,654	$ 7,655,418
Expenditures				
Policy and Administration Services	$ 164,221	$ 177,069	$ 12,848	$ 184,350
Management Services	392,423	420,146	27,723	440,833
Development Services	71,891	77,086	5,195	79,489
Operation Services	6,714,013	6,661,431	(52,582)	6,867,800
Non-Departmental	542,226	445,925	(96,301)	485,500
Total	$ 7,884,774	$ 7,781,657	$ (103,117)	$ 8,057,972
Excess (Deficiency) Revenues Over Expenditures	$ (1,217,462)	$ (179,691)	$ 1,037,771	$ (402,554)
Fund Balance, Beginning of Year	1,962,170	744,708	(1,217,462)	565,017
Fund Balance, End of Year	$ 744,708	$ 565,017	$ (179,691)	$ 162,463

City of Fort Smith
FY14
Budget Comparison Summary-Water and Sewer Operating Fund

	Estimated FY13	Budget FY14	Increase (Decrease)	Projected FY15
Revenues				
Services Charges and Fees	$ 36,922,934	$ 37,523,000	$ 600,066	$ 38,176,000
Miscellaneous	85,721	82,000	(3,721)	82,000
Total	$ 37,008,655	$ 37,605,000	$ 596,345	$ 38,258,000
Expenses				
Policy and Administration Services	$ 397,529	$ 446,328	$ 48,799	$ 468,821
Management Services	2,641,115	2,729,639	88,524	2,852,273
Development Services	271,720	286,467	14,747	271,154
Operation Services	32,675,615	36,762,480	4,086,865	35,984,620
Non-Departmental	529,859	384,000	(145,859)	386,000
Total	$ 36,515,838	$ 40,608,914	$ 4,093,076	$ 39,962,868
Excess (Deficiency) Revenues Over Expenditures	$ 492,817	$ (3,003,914)	$ (3,496,731)	$ (1,704,868)
Working Capital, Beginning of Year	11,532,521	9,463,338	(2,069,183)	4,509,424
Working Capital, End of Year	$ 12,025,338	$ 6,459,424	$ (5,565,914)	$ 2,804,556
Adjustment for CIP Transfers	(2,562,000)	(1,950,000)	612,000	(2,000,000)
Adjusted Working Capital, End of Year	$ 9,463,338	$ 4,509,424	$ (4,953,914)	$ 804,556

City of Fort Smith
FY14
Budget Comparison Summary-Sanitation Operating Fund

	Estimated FY13	Budget FY14	Increase (Decrease)	Projected FY15
Revenues				
Service Charges and Fees	$ 15,249,709	$ 12,725,000	$ (2,524,709)	$ 12,155,000
Miscellaneous	58,383	55,500	(2,883)	55,500
Total	$ 15,308,092	$ 12,780,500	$ (2,527,592)	$ 12,210,500
Expenses				
Policy and Administration Services	$ 207,196	$ 225,319	$ 18,123	$ 235,032
Management Services	758,176	796,623	38,447	832,648
Operation Services	10,216,687	10,971,290	754,603	10,060,050
Non-Departmental	1,652,441	1,825,479	173,038	1,550,000
Total	$ 12,834,500	$ 13,818,711	$ 984,211	$ 12,677,730
Excess (Deficiency) Revenues Over Expenditures	$ 2,473,592	$ (1,038,211)	$ (3,511,803)	$ (467,230)
Working Capital, Beginning of Year	2,770,147	2,843,739	73,592	1,105,528
Working Capital, End of Year	$ 5,243,739	$ 1,805,528	$ (3,438,211)	$ 638,298
Adjustment for CIP Transfers	(2,400,000)	(700,000)	1,700,000	(700,000)
Adjusted Working Capital, End of Year	$ 2,843,739	$ 1,105,528	$ (1,738,211)	$ (61,702)

The City of Fort Smith ARKANSAS

November 26, 2013

Interoffice Memorandum

To: Ray Gosack, City Administrator

From: Kara Bushkuhl, Director of Finance Kara

Re: 2014 Budget Hearing and Approval

Prior to the adoption of the 2014 Budget, a hearing is to be conducted to allow for citizen input. This is not a formal requirement; however, it is good practice to allow public comments.

The ordinance presented will adopt the 2014 Budget as proposed and reviewed by the Mayor and the Board. There is one adjustment that is required in the Planning 4106 Program. This change is to decrease the operating account 219 by $50,000 for the comprehensive plan update. This is a timing issue and there is no increase in the cost of the plan. The attachments to this ordinance for the General Fund and the Water and Sewer Operating Fund have been amended from the proposed document copies in the 2013 estimated and 2014 budget columns. The General Fund and the Water and Sewer Operating Fund provide the funding for the Planning Program 4106. An addition of $50,000 to the 2013 Budget for this purpose was recommended in the previous board item to recognize payables in the proper year.

The suggestions made by the Board members during today's study session will be incorporated for the 2014 Budget. Increased communications with the Board regarding substantive budget updates will be provided at least every two months. Revenue status information will be provided monthly. We'll also plan for a study session discussion in spring 2014 about financial goals for the 2015 Budget and provide more accurate 2016 Budget forecasts.

Additionally, more analysis of revenue trends, especially for the sales taxes, will be included in the current monthly revenue reports. This will begin with the December 2013 distribution.

Ray Gosack
2014 Budget Hearing and Approval
November 26, 2013

Implementation of incentives for employee suggested cost reductions and/or savings will be considered for inclusion during the 2015 Budget process.

If you have any questions or require more information, please let me know.

pc: Jeff Dingman

7

ORDINANCE NO._____

AN ORDINANCE ESTABLISHING SALARIES AND BENEFITS AND RELATED PROCEDURES FOR CITY EMPLOYEES

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

SECTION 1: Pay Rates and Salaries

All employees shall be paid based on the salary grade ranges as shown in Appendix A.

A. **For calendar year 2014 all merit, performance, step or time in grade pay increases as defined throughout this ordinance are hereby suspended for all City employees. However, performance evaluations will continue through 2014 as described in this ordinance.**

B. For non uniformed employees below the midpoint of the salary grade, a pay for performance evaluation will take place shortly before their position anniversary date:

1. If the employee is meeting job requirements, a step increase will be granted on the position anniversary date.

2. An additional step increase may be granted if the employee at times exceeds job requirements (an average of 2.0 or better on the attached performance scale). Should the step increases place the salary at or above the midpoint, any pay increase over the midpoint shall be based on the formula found in Section C (2.) of this Ordinance.

3. Two additional step increases may be granted if the employee consistently exceeds job requirements (an average of 3.0 on the attached performance scale). Should the step increases place the salary at or above the midpoint, any pay increase over the midpoint shall be based on the formula found in Section C (1.) of this Ordinance.

4. No step increase will be granted to an employee evaluated as Progressing to Minimum Requirements. (An average score of less than 1.0 or one or more evaluation category rating of E)

5. The 2014 pay increase will be rescinded if the employee is found to need improvement and a decision about the employee's future with the City will be made no later than the time of the evaluation. (An average score of less than 1.0 and one or more evaluation category rating of E)

C. For non uniformed employees at or above the midpoint of the salary grade, a pay for performance evaluation will take place shortly before their position anniversary date.

1. Based on the employee's average score, a pay increase of 3% will be granted if the employee consistently exceeds job requirements. The actual percentage will be determined by the attached scale in Appendix B and will be adjusted to either one third or two thirds of the total percentage in Appendix B if the employee's first or second step of the increase otherwise placed them above the midpoint.

2. Based on the employee's average score, a pay increase between 1-3% will be granted if the employee at times exceeds job requirements. The actual percentage will be determined by the attached scale in Appendix B and will be adjusted to one half of the total percentage in Appendix B if the employee's first step of the increase otherwise placed them above the midpoint.

3. No additional pay increases will be granted if the employee is evaluated as Meeting Job Requirements.

4. The 2014 pay increase may be rescinded if the employee is working toward expectations. (An average score of less than 1.0 or one or more evaluation category rating of E)

5. The 2014 pay increase will be rescinded if the employee is found to need improvement and a decision about the employee's future with the City will be made no later than the time of the evaluation. (An average score of less than 1.0 and one or more evaluation category rating of E)

While the preceding steps in SECTION 1. B. & C. are listed to illustrate the effect of the pay decisions based on their performance evaluation, Supervisors and Department Heads are encouraged to engage in periodic evaluation discussions with employees. These discussions can be a method to let employees know if they are meeting or exceeding expectations during the year. Supervisors and Department Heads should also deal with deficient performance issues immediately and not wait until the scheduled evaluation to inform the employee of these problems.

D. For non uniformed employees at or above the maximum salary for the grade, no salary increase will be granted if the employee is meeting expectations. A onetime payment that will not become part of the employee's permanent salary may be approved by the City Administrator if the employee consistently exceeds or at times exceeds job requirements. The amount of the onetime payment will follow the same percentages found in Section C (1.) & C (2.) of this Ordinance.

E. For Police uniformed employees, a step increase will be granted if the employee is evaluated as satisfactory regardless of their location on the pay grade until the employee has reached the last step.

No pay increases will be granted, including cost of living, to any employee if they are

found to be unsatisfactory on their annual performance evaluation.

F. For Fire Department uniformed employees, a step increase will be granted if the employee is evaluated as satisfactory regardless of their location on the pay grade until the employee has reached the last step.

No pay increases will be granted, including cost of living, to any employee if they are found to be unsatisfactory in any one evaluation category.

G. Employees designated by their department director as a language interpreter are eligible for language incentive pay of $83.34 per month subject to certain conditions and procedures as follows:

Each employee will be required to pass a certification test verifying their ability to speak, listen or sign at the designated competency level required by their department.

The City will pay for the first two certification tests for the designated employee. If the employee fails to pass the certification test on the first two attempts then it will be the employee's responsibility to pay for any subsequent attempts to achieve certification.

H. Employees designated as an IT user liaison are eligible for incentive pay of $100.00 per month subject to certain conditions and procedures as follows:

Each employee will be required to attend IT user liaison training and pass a certification test verifying their competency. IT user liaisons will spend 5-10 % of their work week supporting IT users and the IT function of the city.

I. All non uniformed employees shall receive longevity pay as follows:

1. After the first five (5) years of continuous and uninterrupted service, the sum of $10.00 shall be added to monthly compensation.

2. After each five (5) year period of continuous and uninterrupted service thereafter, an additional $5.00 per month for each said five year periods shall be added provided however, that $30.00 per month shall be the maximum longevity pay.

J. Employees designated by their department director as a member of the chlorine emergency response team are eligible for incentive pay of $100.00 per month subject to certain conditions and procedures as follows: Each employee will be required to initially complete 40 hours of specialized training to be eligible to participate on the chlorine emergency response team. Then each member will be required to complete a minimum of 8 hours of continuing education each year to remain on the chlorine emergency response team.

K. Employees designated by their position description as a salesperson will be paid a commission of 5% on all sales in excess of their gross sales (excluding "contract labor fees") for the same quarter of the previous year subject to certain conditions and procedures

as follows: The gross sales amount for the previous year will be determined by the department director of the salesperson eligible to receive the commission.

SECTION 2: Non-Exempt Non-Uniformed Employees

A. Shift Differential - a Non-Exempt employee assigned to work a second shift shall receive a shift differential of ten (10) cents per hour for each hour worked beginning with a regularly scheduled shift starting time of 2:00 p.m. and ending before 10:00 p.m. A Non-Exempt employee assigned to work a third shift shall receive a shift differential of fifteen (15) cents per hour for each hour worked beginning with a regularly scheduled shift starting time of 10:00 p.m. and ending before 6:00 a.m.

B. Mileage Reimbursement - Employees, who on written instructions, use their personal automobile(s) on City business will be reimbursed at the "Internal Revenue Service Code" rate.

SECTION 3: Exempt Employees Salaries

A. In addition to any other current contributions, a contribution to the International City Managers Association - Retirement Corporation (ICMA-RC) of one-hundred dollars ($100) per month will be made for each department head as listed below:

City Administrator
District Court Clerk
Fire Chief
Director of Development & Construction
Director of Finance
Director of Sanitation
Director of Parks & Recreation
Director of Information & Technology
Internal Auditor
Deputy City Administrator
Police Chief
Director of Engineering
Director of Human Resources
Director of Utilities
Director of Streets & Traffic Control
Director of Transit
City Clerk

SECTION 4: Civil Service (uniformed) employees of the Fire Department shall be paid a rate of pay as set forth in Appendix C. **For calendar year 2014 all merit, performance, step or time in grade pay increases as defined throughout this ordinance are hereby suspended for all City employees. However, performance evaluations will continue through 2014 as described in this ordinance.**

A. All firefighters hired (including rehires) by the City shall initially be placed in Step A in the Firefighter F-1 position. Advancement to Step B shall occur on the first anniversary date of the date of appointment to the position if an employee's performance is found to be satisfactory. Advancement into each step subsequent to Step B shall occur on the respective subsequent anniversary date of the appointment to the position.

B. Drivers, Captain, Battalion Chiefs, Fire Marshals, Training Officer and Assistant Chief are eligible on their position anniversary date for advancement to Step B (in the applicable range) based on merit as determined by a job performance evaluation. Advancement to each step subsequent to Step B shall also be based on merit as determined by a job

performance evaluation on each subsequent promotion anniversary date.

C. All hourly compensated firefighters shall have a work period of fourteen (14) days (106 hours) and shall be subject to the Section 7 (k) exemption of 29 CFR Part 553 application of the Fair Labor Standards Act to Employees of State and Local Governments.

D. All firefighters shall receive compensation for an additional thirteen (13) days paid as legal holidays in accordance with the provisions of Act 501 of 1987. Compensation for holidays is based on the firefighter's daily rate of pay and is in addition to the regular pay schedule. Holiday compensation is included in the rates of pay provided in Appendix C. The thirteen (13) days of holiday equalization pay shall be prorated and paid during the regular payroll periods. "Daily rate of pay" for all hourly compensated firefighters is hereby defined for all budgetary purposes of the City of Fort Smith as being one-tenth of the biweekly base pay for the applicable employment grade and range. The biweekly base pay period for all firefighters shall be based on an average of one-hundred-twelve (112) hours worked biweekly.

E. All firefighters shall be granted annual vacation as follows:

After twelve (12) months of continuous and uninterrupted service, 144 hours.
After six (6) consecutive years of continuous and uninterrupted service, 168 hours.
After ten (10) consecutive years of continuous and uninterrupted service, 192 hours.
After fifteen (15) consecutive years of continuous and uninterrupted service, 216 hours.
After twenty (20) consecutive years of continuous and uninterrupted service, 240 hours.
Annual vacation leave shall not be accumulated from calendar year to calendar year.

F. For administrative convenience, the annual vacation of not less than fifteen (15) days with full pay for Fire Department employees as required by A.C.A. 14-53-107 and provided in Section (E) above is hereafter defined in terms of annual vacation "hours" as provided in this section. Each three days of annual vacation with full pay provided for in A.C.A. 14-53-107 and each three days of additional annual vacation granted by Section (E) above is deemed to be equal to one scheduled working shift of twenty-four (24) hours. For administrative record keeping of the City, the City Administrator and his designated agents are authorized to maintain records regarding annual vacation leave in terms of "scheduled working hours." Using such administrative procedure, the annual vacation provided by Section (E) above shall be provided in terms of three (3) calendar days being equal to one (1) working shift of twenty-four (24) hours. For each hour of vacation leave that a firefighter is away from a regularly scheduled work shift, one hour shall be credited against his annual vacation benefit.

G. The administrative procedures provided in Section (F) shall not be interpreted or construed to enlarge or decrease the current vacation leave benefit provided by A.C.A. 14-53-107 and this ordinance.

H. Sick leave for firefighters shall accumulate at a rate of 360 hours per year beginning with the date of employment and decreasing to 288 hours per year beginning four (4) years after employment. Unused sick leave shall accumulate to firefighters provided with 360 hours per year and 288 hours per year sick leave to a maximum of 2400 hours. If at the end of

his/her term of service, upon death or retirement defined as being eligible to receive normal, early or disability LOPFI retirement pension payments immediately upon separation of employment, any firefighter who has unused accumulated sick leave, he/she shall be paid for such sick leave at the regular rate of pay in effect at the time of retirement provided, however, that payment for unused sick leave upon retirement shall not exceed three (3) months salary as per state law, A.C.A. 14-53-108

I. All Civil Service Fire Department personnel shall receive longevity pay as follows:

1. After the first five (5) years of continuous and uninterrupted service, the sum of $10.00 shall be added to monthly compensation.

2. After each five (5) year period of continuous and uninterrupted service thereafter, an additional $5.00 per month for each said five year periods shall be added provided however, that $30.00 per month shall be the maximum longevity pay.

J. All firefighters, after their first year of probation, shall be eligible for a monthly pay bonus for the completion of certificates awarded by the Arkansas State Fire Academy or the National Fire Academy according to the following schedule.

Certificate	Monthly Pay Bonus
1. Pump Operation/Emergency Driving	$15.00
2. Fire Inspector 1	$15.00
3. First Responder	$15.00
4. Fire Officer 1	$15.00
5. Emergency Medical Technician EMT	$15.00
6. Special Certification Certificate as per Fire Chief	$15.00
7. Arson Investigation	$15.00
8. Hazardous Materials	$15.00
Total possible Certificate pay	$120.00

K. An additional 10%, after their first year of probation, shall be added to the pay rate of a firefighter who becomes a Certified Paramedic. Certification must be maintained or certification pay will be eliminated.

L. All firefighters shall receive an annual physical examination by the City to determine their physical fitness to perform firefighting activities.

M. All firefighters are eligible for educational bonus pay subject to certain conditions and procedures as follows: If the employees hire date is prior to or December 31, 2004 and the employee has entered an educational program then schedule (1) will be followed. If an employee has not entered an educational program prior to January 1, 2005 or the employee hire date is January 1, 2005 or later then schedule (2) will be followed. If an employee who is eligible and receiving bonus pay based on schedule (1) earns a bachelors degree then that employee will be eligible for schedule (2).

Schedule (1)

Educational Program	Percentage of Total Annual Pay Added as Bonus

Entry into the Plan	1%
Completion of 15 semester hours	2%
Completion of 30 semester hours	3%
Completion of 45 semester hours	4%
Completion of 60 semester hours plus	5% attainment of Associates Degree

Schedule (2)

Educational Program	Percentage of Total Annual Pay Added as Bonus
Associates Degree	3%
Bachelors Degree	6%
Masters Degree	7%

N. Firefighters designated by the fire department and certified to maintain and service breathing apparatus are eligible for incentive pay of $100.00 per month.

SECTION 5: Civil Service (uniformed) employees of the Police Department shall be paid a rate of pay as set forth in Appendix D. **For calendar year 2014 all merit, performance, step or time in grade pay increases as defined throughout this ordinance are hereby suspended for all City employees. However, performance evaluations will continue through 2014 as described in this ordinance.**

A. All Police Officers hired (including rehires) by the City shall initially be placed in the Entry Level in the Patrol Officer/Detective P-1 Range. Advancement to subsequent levels of pay shall be based upon an officer's anniversary date as indicated in the schedule in Appendix D.

B. Advancement to the Corporal rank P-1 will occur upon reaching the tenth step of a patrol officer/detective. Advancement to subsequent levels of pay shall be based upon an officer's position anniversary date as indicated on the schedule in Appendix D.

C. All hourly compensated Police Officers shall have a work period of seven (7) days, shall receive overtime pay after 40 hours, and shall be subject to the Section 7 (K) exemption of 29 CFR Part 553 Application of the Fair Labor Standards Act to Employees of State and Local Governments.

D. All Police Officers shall receive compensation for an additional thirteen (13) days as paid legal holidays in accordance with the provisions of Act 501 of 1987. Compensation for holidays is based on the officer's daily rate of pay and is in addition to the base pay schedule. In calculating the holiday pay, the "daily rate of pay" for all hourly compensated Police Officers is hereby defined for budgetary purposes of the City of Fort Smith as being the per hour rate of base pay times (8) hours for the applicable employment grade and range. Holiday compensation is included in the rates of pay provided in Appendix D. Holiday pay is to be prorated and paid during the regular payroll periods.

E. All Police Officers shall be granted annual vacations as follows:

1. After twelve (12) months of continuous and uninterrupted service, fifteen (15) working days.

2. After six (6) consecutive years of continuous and uninterrupted service, seventeen (17) working days.

3. After ten (10) consecutive years of continuous and uninterrupted service, twenty (20) working days.

4. In addition to the foregoing vacation days, each officer will receive one (1) discretionary day off with pay each year after (12) months of continuous service.

Annual vacation leave and the discretionary day shall not be accumulated for more than a twelve month period from the date of accrual for Civil Service Employees.

F. All Police Officers shall accumulate sick leave at the rate of twenty (20) working days (i.e., 28 calendar days) per year beginning one (1) year after the date of employment. Sick leave may be accumulated from year to year to maximum accumulation of one hundred twenty (120) working days (i.e., 168 calendar days) at any one time. If at the end of his/her term of service, upon death or retirement defined as being eligible to receive normal, early or disability LOPFI retirement pension payments immediately upon separation of employment, any Police Officer has unused accumulated sick leave, he/she shall be paid for such sick leave at the regular rate of pay in effect at the time of retirement or death, provided however, that payment of unused sick leave upon retirement or death shall not exceed (3) months salary for Police Officers in the rank of Captain and above and shall not exceed salary for five hundred twenty (520) hours for Police Officers in the rank of Sergeant and below.

G. All civil service police officers shall receive longevity pay as follows:

1. After the first five (5) years of continuous and uninterrupted service, the sum of $10.00 shall be added to monthly compensation.

2. After each (5) year period of continuous and uninterrupted service thereafter, an additional $5.00 per month for each of said five (5) year periods shall be added, provided, however, that $30.00 per month shall be the maximum longevity pay.

H. All Police Officers, after their first year of probation, shall be eligible for a monthly pay bonus for the completion of the State of Arkansas Law Enforcement Standards and Training Certificates as follows:

1. General Certificate - $20.00 added to monthly compensation
2. Intermediate Certificate - $40.00 added to monthly compensation.
3. Advanced Certificate - $60.00 added to monthly compensation.
4. Senior Certificate - $80.00 added to monthly compensation.

All police officers are eligible for educational bonus pay subject to certain conditions and procedures as follows:

If the employees hire date is prior to or December 31, 2004 and the employee has entered

an educational program then schedule (1) will be followed. If an employee has not entered an educational program prior to January 1, 2005 or the employees hire date is January 1, 2005 or later then schedule (2) will be followed. If an employee who is eligible and receiving bonus pay based on schedule (1) earns a bachelors degree then that employee will be eligible for schedule (2).

Schedule (1)

Educational Program	Percentage of Total Annual Pay Added as Bonus
Entry into the Plan	1%
Completion of 15 semester hours	2%
Completion of 30 semester hours	3%
Completion of 45 semester hours	4%
Completion of 60 semester hours plus	5% attainment of Associates Degree

Schedule (2)

Educational Program	Percentage of Total Annual Pay Added as Bonus
Associates Degree	3%
Bachelors Degree	6%
Masters Degree	7%

SECTION 6: Policy
As to non uniformed employees, in extreme and unusual employment and promotional situations related to business necessity and efficiency, the City Administrator may waive or alter the step increase procedure to fill a position with the most highly qualified candidate and assign the appropriate wage within the job classification.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED AND APPROVED THIS _____ day of December, 2013

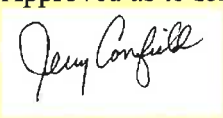
APPROVED:

Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
No Publication Required

Appendix A

HOURLY PAY GRADE RANGES
BUDGET YEAR 2014
(basis, 8 hrs/day, 5 days/week, 52 weeks/year)

Grade	Entry	Midpoint	Maximum	Step
1	$ 9.44	$ 11.41	$ 13.38	$ 0.40
2	$ 10.55	$ 12.76	$ 14.96	$ 0.44
3	$ 11.65	$ 14.09	$ 16.54	$ 0.49
4	$ 12.78	$ 15.45	$ 18.12	$ 0.53
5	$ 13.90	$ 16.79	$ 19.69	$ 0.58
6	$ 15.00	$ 18.13	$ 21.25	$ 0.62
7	$ 16.10	$ 19.46	$ 22.84	$ 0.67
8	$ 17.20	$ 20.80	$ 24.39	$ 0.71
9	$ 18.32	$ 22.16	$ 25.98	$ 0.76
10	$ 19.43	$ 23.50	$ 27.56	$ 0.82
11	$ 20.54	$ 24.84	$ 29.14	$ 0.87
12	$ 20.56	$ 26.45	$ 32.34	$ 1.17
13	$ 21.63	$ 27.83	$ 34.01	$ 1.23
14	$ 22.90	$ 29.47	$ 36.02	$ 1.31
15	$ 23.96	$ 30.81	$ 37.68	$ 1.38
16	$ 25.29	$ 32.53	$ 39.74	$ 1.45
17	$ 26.34	$ 33.88	$ 41.43	$ 1.51
18	$ 27.41	$ 35.27	$ 43.11	$ 1.57
19	$ 28.49	$ 36.67	$ 44.84	$ 1.63
20	$ 29.56	$ 38.04	$ 46.52	$ 1.69
21	$ 30.65	$ 39.44	$ 48.21	$ 1.75
22	$ 31.69	$ 40.80	$ 49.89	$ 1.82
23	$ 32.78	$ 42.19	$ 51.59	$ 1.89
24	$ 33.86	$ 43.57	$ 53.27	$ 1.95

BI-WEEKLY PAY GRADE RANGES
BUDGET YEAR 2014
(basis, 8 hrs/day, 5 days/week, 52 weeks/year)

Grade	Entry	Midpoint	Maximum	Step
1	$ 755.20	$ 912.80	$ 1,070.40	$ 32.00
2	$ 844.00	$ 1,020.80	$ 1,196.80	$ 35.20
3	$ 932.00	$ 1,127.20	$ 1,323.20	$ 39.20
4	$ 1,022.40	$ 1,236.00	$ 1,449.60	$ 42.40
5	$ 1,112.00	$ 1,343.20	$ 1,575.20	$ 46.40
6	$ 1,200.00	$ 1,450.40	$ 1,700.00	$ 49.60
7	$ 1,288.00	$ 1,556.80	$ 1,827.20	$ 53.60
8	$ 1,376.00	$ 1,664.00	$ 1,951.20	$ 56.80
9	$ 1,465.60	$ 1,772.80	$ 2,078.40	$ 60.80
10	$ 1,554.40	$ 1,880.00	$ 2,204.80	$ 65.60
11	$ 1,643.20	$ 1,987.20	$ 2,331.20	$ 69.60
12	$ 1,644.80	$ 2,116.00	$ 2,587.20	$ 93.60
13	$ 1,730.40	$ 2,226.40	$ 2,720.80	$ 98.40
14	$ 1,832.00	$ 2,357.60	$ 2,881.60	$ 104.80
15	$ 1,916.80	$ 2,464.80	$ 3,014.40	$ 110.40
16	$ 2,023.20	$ 2,602.40	$ 3,179.20	$ 116.00
17	$ 2,107.20	$ 2,710.40	$ 3,314.40	$ 120.80
18	$ 2,192.80	$ 2,821.60	$ 3,448.80	$ 125.60
19	$ 2,279.20	$ 2,933.60	$ 3,587.20	$ 130.40
20	$ 2,364.80	$ 3,043.20	$ 3,721.60	$ 135.20
21	$ 2,452.00	$ 3,155.20	$ 3,856.80	$ 140.00
22	$ 2,535.20	$ 3,264.00	$ 3,991.20	$ 145.60
23	$ 2,622.40	$ 3,375.20	$ 4,127.20	$ 151.20
24	$ 2,708.80	$ 3,485.60	$ 4,261.60	$ 156.00

ANNUAL PAY GRADE RANGES
BUDGET YEAR 2014
(basis, 8 hrs/day, 5 days/week, 52 weeks/year)

Grade	Entry	Midpoint	Maximum	Step
1	$ 19,635.20	$ 23,732.80	$ 27,830.40	$ 832.00
2	$ 21,944.00	$ 26,540.80	$ 31,116.80	$ 915.20
3	$ 24,232.00	$ 29,307.20	$ 34,403.20	$ 1,019.20
4	$ 26,582.40	$ 32,136.00	$ 37,689.60	$ 1,102.40
5	$ 28,912.00	$ 34,923.20	$ 40,955.20	$ 1,206.40
6	$ 31,200.00	$ 37,710.40	$ 44,200.00	$ 1,289.60
7	$ 33,488.00	$ 40,476.80	$ 47,507.20	$ 1,393.60
8	$ 35,776.00	$ 43,264.00	$ 50,731.20	$ 1,476.80
9	$ 38,105.60	$ 46,092.80	$ 54,038.40	$ 1,580.80
10	$ 40,414.40	$ 48,880.00	$ 57,324.80	$ 1,705.60
11	$ 42,723.20	$ 51,667.20	$ 60,611.20	$ 1,809.60
12	$ 42,764.80	$ 55,016.00	$ 67,267.20	$ 2,433.60
13	$ 44,990.40	$ 57,886.40	$ 70,740.80	$ 2,558.40
14	$ 47,632.00	$ 61,297.60	$ 74,921.60	$ 2,724.80
15	$ 49,836.80	$ 64,084.80	$ 78,374.40	$ 2,870.40
16	$ 52,603.20	$ 67,662.40	$ 82,659.20	$ 3,016.00
17	$ 54,787.20	$ 70,470.40	$ 86,174.40	$ 3,140.80
18	$ 57,012.80	$ 73,361.60	$ 89,668.80	$ 3,265.60
19	$ 59,259.20	$ 76,273.60	$ 93,267.20	$ 3,390.40
20	$ 61,484.80	$ 79,123.20	$ 96,761.60	$ 3,515.20
21	$ 63,752.00	$ 82,035.20	$ 100,276.80	$ 3,640.00
22	$ 65,915.20	$ 84,864.00	$ 103,771.20	$ 3,785.60
23	$ 68,182.40	$ 87,755.20	$ 107,307.20	$ 3,931.20
24	$ 70,428.80	$ 90,625.60	$ 110,801.60	$ 4,056.00

Appendix B

Performance Level	Performance Points
A	3
B	2
C	1
D	0
E	0

Performance Increase

Average Score	Increase
1.2 - 1.3	1.0%
1.4 - 1.5	1.5%
1.6 - 1.7	2.0%
1.8 - 1.9	2.5%
2.0 - 2.1	3.0%
2.2 - 2.3	3.0%
2.4 - 2.5	3.0%
2.6 - 2.7	3.0%
2.8. - 2.9	3.0%
3.0	3.0%

Appendix C

City of Fort Smith
Fire Department
Pay Schedule
Budget Year 2014

Rank	Range	Rate	A	B	C	D	E	F	G
Probationary Firefighter & Firefighter	F1	Hourly	$10.21	$11.03	$11.81	$12.61	$13.37	$14.16	$14.90
Driver	F2	Hourly	$15.47	$16.97					
Captain	F3	Hourly	$18.45	$20.21					
Captain (exempt)	F3	Hourly	$4,663.34	$5,108.18					
Fire Marshal Battalion Chief Training Officer	F5	Monthly	$5,536.98	$6,229.13					
Assistant Chief	F6	Monthly	$6,972.75						

Appendix D

City of Fort Smith
Police Department
Pay Schedule
Budget Year 2014

Rank	Rate	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Patrol	Hourly	$ 16.43	$ 16.95	$ 17.48	$ 17.96	$ 18.49	$ 19.02	$ 19.54	$ 20.08	$ 20.59	$ 21.12
		$ 0.82	$ 0.85	$ 0.87	$ 0.90	$ 0.92	$ 0.95	$ 0.98	$ 1.00	$ 1.03	$ 1.06
		$ 17.25	$ 17.80	$ 18.35	$ 18.86	$ 19.41	$ 19.97	$ 20.52	$ 21.08	$ 21.62	$ 22.18

		Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19
Corporal	Hourly		$ 21.64			$ 22.20			$ 22.49		
			$ 1.08			$ 1.11			$ 1.12		
			$ 22.72			$ 23.31			$ 23.61		

		Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	Hourly	$ 23.32	$ 24.00	$ 24.73	$ 25.41	$ 26.10	$ 26.82
		$ 1.17	$ 1.20	$ 1.24	$ 1.27	$ 1.31	$ 1.34
		$ 24.49	$ 25.20	$ 25.97	$ 26.68	$ 27.41	$ 28.16

		Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Captain	Annually	$ 58,562.35	$ 59,662.51	$ 60,762.67	$ 61,862.82	$ 62,962.98	$ 64,084.08
		$ 2,928.12	$ 2,983.13	$ 3,038.13	$ 3,093.14	$ 3,148.15	$ 3,204.20
		$ 61,490.47	$ 62,645.64	$ 63,800.80	$ 64,955.96	$ 66,111.13	$ 67,288.28

		Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Major	Annually	$ 67,288.32	$ 69,448.01	$ 71,607.70	$ 73,767.39	$ 75,927.08	$ 78,086.75
		$ 3,364.42	$ 3,472.40	$ 3,580.39	$ 3,688.37	$ 3,796.35	$ 3,904.34
		$ 70,652.74	$ 72,920.41	$ 75,188.09	$ 77,455.76	$ 79,723.43	$ 81,991.09

MEMORANDUM

TO: **Ray Gosack, City Administrator**

FROM: Richard B. Jones, Director of Human Resources

DATE: November 26, 2013

SUBJECT: **AN ORDINANCE ESTABLISHING SALARIES AND BENEFITS AND RELATED PROCEDURES FOR CITY EMPLOYEES FOR 2014**

Attached is the annual ordinance establishing salaries and benefits for city employees. The changes from the 2013 ordinance are as follows:

Section 1A is changed to read: **For calendar year 2014 all merit, performance, step or time in grade pay increases as defined throughout this ordinance are hereby suspended for all City employees. However, performance evaluations will continue through 2014 as described in this ordinance.**

Section 4 is changed to read: Civil Service (uniformed) employees of the Fire Department shall be paid a rate of pay as set forth in Appendix C. **For calendar year 2014 all merit, performance, step or time in grade pay increases as defined throughout this ordinance are hereby suspended for all City employees. However, performance evaluations will continue through 2014 as described in this ordinance.**

SECTION 5 is changed to read: Civil Service (uniformed) employees of the Police Department shall be paid a rate of pay as set forth in Appendix D. **For calendar year 2014 all merit, performance, step or time in grade pay increases as defined throughout this ordinance are hereby suspended for all City employees. However, performance evaluations will continue through 2014 as described in this ordinance.**

There are no other changes to this ordinance for 2014.

I recommend approval of this ordinance.

8.

ORDINANCE NO. _____

AN ORDINANCE AMENDING RATE SCHEDULE FOR TRANSIT DEPARTMENT SERVICES

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

SECTION 1: The Transit Department Services Rate Schedule listed below is hereby adopted to become effective on January 6, 2014.

Fort Smith Transit Services Rate Schedule

Fixed Route Trip $1.25
Fixed Route Trip - Age 65+ and Certified Disabled..... .50¢
Fixed Route Trip - Medicare Recipients..... 50¢
Demand Response Trip..... $2.50
Additional Service Trip…….…….....$3.00
(Demand response service when fixed routes are closed)
Monthly Pass (Fixed Route Only) $35.00
Bulk Ticket Sales ($1.25 tickets only).....32 Tickets for $35.00
Children Age 7 and Under ..... FREE
Transfers ..... FREE
Charter Service……. City of Fort Smith Department Rates:

- First Hour - $85.00 ($25.00 for admin. + $60.00 service hour) Each Additional Hour - $60.00

Charter Service……..Private Charter Rates (all other entities besides city departments):

- First Hour - $200.00 (Includes local deadhead travel) Each Additional Hour - $100.00

All charters require a minimum seven (7) day advance reservation notice and are subject to federal approval.

SECTION 2: The existing Transit Department Services Rate Schedule adopted by Resolution R-17-10 shall continue to be effective through January 5, 2014.

This Ordinance passed and approved this ____ day of December, 2013.

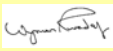
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
Publish One Time

FortSmith TRANSIT

MEMORANDUM
November 19, 2013

To: Ray Gosack, City Administrator

From: Ken Savage, Transit Director

Subject: Transit Department Fare Rate Schedule

Attached is an ordinance to amend the department's fare rate schedule. Transit rates for the fixed routes have not been adjusted since inception in 1999 and 2005 for the demand response rates. Also included on the schedule is a revised rate for private charter service which was last adjusted in 2010. The revised charter rates include travel time to and from destinations within Fort Smith (previously charged separately). Higher fuel and equipment prices necessitate the need for the associated increases. Adjusting the rates would provide approximately $30,000 in revenues and would help establish equality among current rates for urban transportation services across Arkansas.

The Transit Advisory Commission unanimously approved the attached rate schedule for Board recommendation following a three (3) month long public hearing review period. A survey was also conducted during the review period and attached are the comments and survey highlights. There are two comments in opposition as well as some suggestions concerning fares. The survey revealed that 86% agree with some amount of fare increase, while 10% surveyed said they do not agree. No comments were received pertaining to the proposed private charter rates.

There are a number of fare options available to passengers such as discount bulk tickets, monthly passes, and reduced fixed route fares for the elderly and disabled. Also available are free rides for children seven (7) years old and younger. The Transportation Assistant Program, authorized by the Transit Advisory Commission, provides 15,000 free vouchers annually for approved agencies to reissue to their low income clients to access basic needs and services.

The revised schedule includes the following adjustments listed below. Staff recommends approval of the proposed rate schedule.

Fixed Route	$1.00 to $1.25 per trip
Demand Response	$2.00 to $2.50 per trip
Additional Services	$3.00 per trip (demand response when fixed routes closed) (New)
Private Charter-First Hour	$125.00 to $200.00
Private Charter-Add'l Hours	$65.00/hour to $100/hour

Please feel free to contact me for further information.

Fare Rates Throughout Arkansas

Central Arkansas, Little Rock

Fixed	$1.35
Demand	$2.70
Trolley Rental:	
4 Hour Minimum	$550.00
Beyond 4 Hours	$100.00

Hot Springs

Fixed	$1.25
Demand	$2.50

Jonesboro

Fixed	$1.25
Student/Youth	$0.90
Elderly/Disabled	$0.60
Children 5 Years and Younger	Free
ADA Paratransit	$2.50
31 Day Passes:	
Adults	$31.25
Students	$20.00
Senior/Disabled	$20.00
7 Day Passes:	
Adults	$15.00
Students	$10.00
Senior/Disabled	$10.00
1 Day Passes	
Adults	$3.75
Students	$2.50
Senior/Disabled	$2.50
Summer Pass for Students	
18 & Under 6/1 to 8/13	$20.00

Ozark Regional Transit

Fixed	$1.25
Demand	$2.50
Rural	$2.00 - $7.00

Pine Bluff

Full	$1.00
Senior/Disabled	$0.50
Paratransit	$2.00
Transfers	$.05 - $.10

Texarkana Urban

Fixed	$1.25
Demand	$2.50

Fort Smith Transit - Current Fares

Fixed	$1.00
Half Fare	$0.50
Demand/Paratransit	$2.00
Monthly Pass	$35.00

Fort Smith Transit - Proposed Fares

Fixed	$1.25
Half Fares - No Change	$0.50
Demand Resonse	$2.50
Additional Service	$3.00
Monthly Pass - No Change	$35.00

PUBLIC HEARING COMMENTS REGARDING FARES

Please don't raise the price of Demand Bus. Day or night I take the Demand Bus every day and night to see my mom at nursing home. I already spend about $160.00 every month. They don't have a fixed route were I live. Earl Smiley

If END USERS have to pay for such service why not employers (Wal-Mart, OK Foods, Tyson, etc) the City also benefits!!!!!!!!!!!!

Please don't raise the bus fair we have low income and cant afford it. Paying a dollar for 3 people is hard enough. If you raise the cost to ride we will be walking.

My husband lost his job and we only have one car now so we share and use transit as much as possible. Since there is no more car payment, insurance and gas I'd pay $2

Comments for Public Hearing

Melissa Woodall I think the regular fixed route fare increase is fine. The bus is still a big time bargain at $1.25. The only one that I worry about at all is the demand response service before/after the fixed routes are done that will eventually be 4 dollars. I think the $2.50 for the next increase is just fine and 3 is probably okay, too, but 4 may be a little high since the last change in fixed route service limited the hours to starting later and ending sooner. Anyone with a 7 am start time for their job or who gets off after 5pm (and that's a WHOLE lot of the working population) will be needing to use the after-hours service, so they'd be paying the eventual $4 fee. That's $8 a day (going from $120 a month to $240 a month) for people that ride a fixed route to both to and from work. That could be a substantial increase for lower-income hard working citizens.

Would the monthly pass that is going to remain $35 dollars be able to cover even those after-hours trips? Or would it cost extra? (I've never tried monthly pass. Does it apply to the demand bus or just fixed routes now?) I could see the increase being no trouble at all for the regular working riders if the monthly pass still covered them at the same price. That way, the only people paying the new higher rate would be the people who just need the occasional after-hours trip, so the extra cost wouldn't be such a big burden.

The only phone calls that dispatch has taken has been questions asking what the price is currently they are just not sure when it is increasing.

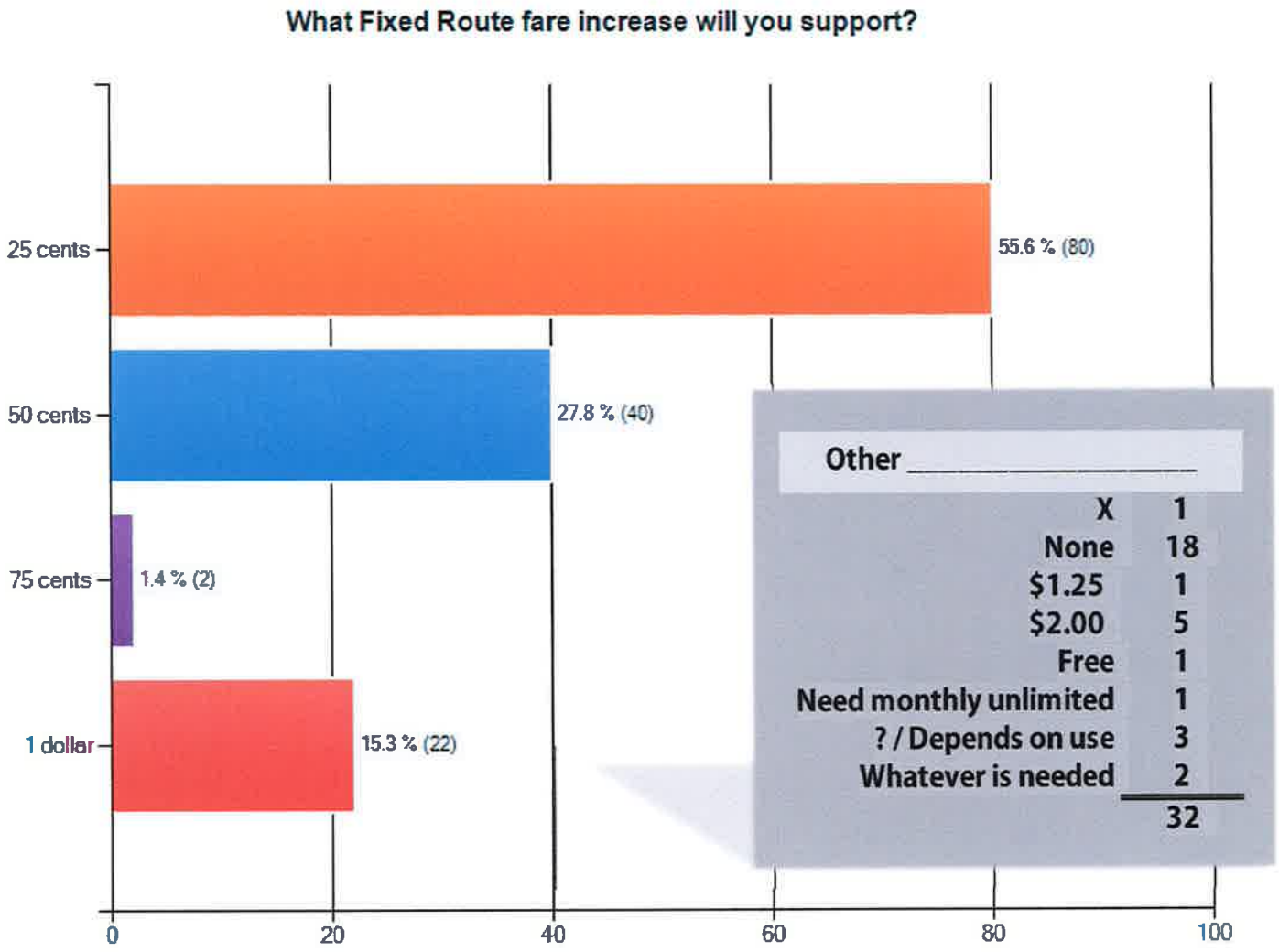
GENERAL COMMENTS & SUGGESTIONS

Highlights

- Many suggestions for longer hours, bigger buses and service into Van Buren and Barling
- Some suggest adding a stop at the casino in Pocola (parking lot is on the state-line)
- Larger bus for OK Foods
- Many requests for the buses to come more often
- **Shift in Demographics**
  - 152 of 177 (86%) no vehicle
  - 87 of 167 (52%) income less than $12,000
  - 102 of 181 (56%) age range 22-49
- **Fare Increase:**
  - 86% agree with fare increase in some amount (.25, .50, .75, $1.00 and 5 people agree with a $2.00 fare for fixed route)
  - 46% agree with proposed 25 cents
  - 10% don't agree with fare increase
- Overall very positive comments about service and drivers

Identifying Opportunities

Our goal is to identify additional opportunities and methods to enhance the local revenue required to support the existing transit service and consider future expansion in the study area.



Other _____	
X	1
None	18
$1.25	1
$2.00	5
Free	1
Need monthly unlimited	1
? / Depends on use	3
Whatever is needed	2
	32

Fort Smith Transit
Transportation Assistance Program

The Transportation Assistance Program (TAP) was formed by the Transit Advisory Commission to provide local human service agencies with limited free transportation vouchers to assist their clients in obtaining public transportation to access basic services in emergency situations. The TAP program was developed following numerous requests from agencies and individuals indicating the base transportation fare presented a barrier in obtaining basic needs. Human service agencies may complete an application for commission consideration and must present information regarding their agency's needs and services. Each participating agency establishes select criteria for determining client eligibility. Approved agencies are issued an allotted quantity of tickets per month and are required to document the necessity of each passenger trip as it relates to the program purpose. Transportation vouchers will not be issued directly to individuals from the commission or Fort Smith Transit. Please contact the Transit Department at 783-6464 for more information pertaining to the program.

Approved Agencies

- Allied Gardens
- Adult Education
- American Cancer Society
- ARCare
- Arc for the River Valley
- Arkansas Community Corrections
- Arkansas Rehabilitation
- Community Rescue Mission
- Crawford Sebastian Community Development Council
- Crisis Intervention Center
- First United Methodist Church
- Fort Smith Christian Women's Job Corps
- Fort Smith Regional Dialysis
- Fountain of Youth
- Gateway House
- Habitat for Humanity
- Hannah House
- Harbor House
- Head Start Child and Family Services
- Heart to Heart
- Next Step Day Room
- Pregnancy Help Center
- Reynolds Cancer Research
- Salvation Army

RESOLUTION NO. _____

A RESOLUTION ADOPTING GROUND RULES FOR BRAIN STORMING MEETINGS OF THE BOARD OF DIRECTORS

WHEREAS, the Board of Directors will conduct quarterly brain storming meetings; and

WHEREAS, the Board of Directors desires to have ground rules for the conduct of said brain storming meetings;

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

The ground rules for brain storming meetings of the Board of Directors attached hereto as Exhibit A are hereby adopted.

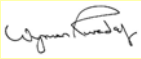
This Resolution passed this _____ day of December, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____
No Publication Required

Exhibit A

GROUND RULES FOR BOARD BRAIN STORMING MEETINGS

1. Overall objectives of brain storming meetings are to:

   -- Allow the mayor and board members to engage in free-flowing discussion on matters of importance to the elected officials.

   -- Identify new, creative, innovative, breakthrough ways to view and solve problems, issues and concerns.

2. Discussion should be focused on long-term issues and policy matters; and be forward thinking. The discussion should be about the "what" and "why" questions.

3. Discussion should avoid micro management. The discussion should avoid the "how" questions.

4. Everyone is treated as an equal and has equal opportunity during discussion. A round-robin technique for input may be used. Listen respectfully to each person's input.

5. When input is offered, it should not be questioned initially. Suspend judgment. Research and analysis (e.g., testing the idea) can be provided later.

6. All ideas should be recorded.

7. Discussions should be honest and candid.

8. Keep an open mind; shut down personal bias. Encourage new and creative ideas. Build on other people's ideas. Pursue seemingly conflicting thoughts and ideas.

9. Ask anything. Question things you don't understand. But, questions should clarify ideas, not evaluate, criticize or compliment the ideas.

10. No side conversations.

11. Have an agreed-upon method for reaching consensus, but there is no formal action or voting.

12. Treat these as guidelines, not as hard and fast rules.

MEMORANDUM

November 27, 2013

TO: Mayor and Board of Directors

FROM : Ray Gosack, City Administrator

SUBJECT: Brain Storming Meetings

During the board retreat earlier this year, the board decided to hold brain storming meetings. Those meetings will be held quarterly on the following dates in 2014.

Monday, February 24	Tuesday, May 27
Monday, August 25	Monday, October 27

At the retreat discussion, it was suggested that the board adopt ground rules to guide the brain storming meetings. Attached is a recommended list of ground rules and a resolution which would adopt the ground rules. Please let me know if there's any questions or a need for more information.

- Ray

Attachment

RESOLUTION NO. _____

RESOLUTION SETTING PUBLIC HEARING DATE ON PETITION TO VACATE A PORTION OF AN ALLEY LOCATED IN SOUTH FORT SMITH, BLOCK 18, BETWEEN LOTS 5-8 AND LOTS 9-12 AN ADDITION TO THE CITY OF FORT SMITH, ARKANSAS

WHEREAS, a petition to vacate an alley located in South Fort Smith, Block 18, between Lots 5-8 and Lots 9-12, an Addition to the City of Fort Smith, Arkansas has been filed with the Office of the City Clerk in the manner and form as provided by law.

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

Said petition is hereby set for hearing on the 17th day of December 2013, at 6:00 p.m. at the regular meeting of the Board of Directors of the City of Fort Smith, and the city clerk is hereby directed to give notice of said meeting by publication once a week for two (2) consecutive weeks in a newspaper of general circulation in the City of Fort Smith, Arkansas.

THIS RESOLUTION ADOPTED THIS _____ DAY OF DECEMBER 2013.

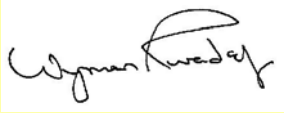
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
No Publication Required

Memo

To: Ray Gosack, City Administrator

From: Wally Bailey, Director of Development Services

Date: 11/25/2013

Re: Resolution setting a public hearing date for a petition to vacate a portion of an alley located in South Fort Smith, Block 18, between lots 5-8 & 9-12

We have received the enclosed application from Angie Carter of 5118 South 28th Street to vacate a portion of an undeveloped alley located in South Fort Smith, Block 18, between lots 5-8 and 9-12. A vicinity map is also enclosed.

The applicant is requesting that the alley be closed so that the property can be combined into one lot.

In accordance with Arkansas law, the Board of Directors is required to set a public hearing on the proposed abandonment. Staff recommends that the Board of Directors set a public hearing date for December 17, 2013, for the purpose of reviewing this matter. Enclosed is a resolution for the Board's consideration.

In response to the petition, we have contacted all franchise utility companies and appropriate city departments relative to any ongoing or future interests that they may have within the alley. We will also notify all property owners within 300 feet of the proposed abandonment.

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

Enc.

OFFICE OF THE CITY CLERK
FILED
11-25-13 HI
CITY OF FORT SMITH, ARKANSAS

CITY OF FORT SMITH, ARKANSAS
REQUEST FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY, ALLEY OR PUBLIC EASEMENT

APPLICATION:

Indicate one contact person for application: __X____Applicant _____Representative

Applicant (owner)

Name: Angie M. Carter

Address: 5118 South 28th Street
Fort Smith, AR 27901

Telephone Number: 479-462-4394

E-Mail: N/A

Representative (engineer, attorney, realtor, etc)

Name: _____

Address: _____

Telephone Number: _____

E-Mail: _____

Site Address/Location: 5118 South 28th Street, Fort Smith, _____

Legal Description of area to be vacated (attach separate sheet if necessary):
The twenty feet (20') wide alley lying between lots 5-8 and 9-12, Block 18 of South Fort Smith, an addition to the City of Fort Smith, Sebastian County, Arkansas, according to the plat of record on December 16, 1913.

Assessor's Parcel Number for Subject Property: #17162-0007-00018-00 & 17162-0008-00018-00

Reason for Request: Alley is undeveloped and not used by the public. Carter Family owns property on both sides of alley and wants to combine property into one lot.

Current Status of Right-of-Way/Easement: Alley is undeveloped and not used by the public. An existing sanitary sewer line is within the alley. An Easement for sanitary sewer line will be provided.

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

I understand that if it is determined following review of the application by city staff that ongoing utility interests must be protected through easement dedications, the applicant or his authorized agent shall be required to develop and submit a fully executed easement. Additionally, I understand that the applicant or agent will be required to execute a Memorandum of Understanding regarding any right-of-way abandonments and understand that no action will be taken by the Board of Directors on an abandonment request until said utility easement, if determined by staff is necessary, and Memorandum of Understanding are on file with the city.

I understand that I shall bear the expense of publication of notice given by the City in addition to the expense of publication of the ordinance after adoption by the Board of Directors.

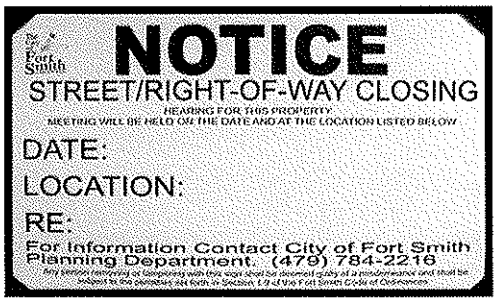
Name: (printed) ANGIE M CARTER

Signature: Angie M. Carter Date: 11-22-2013

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

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

The Planning Department will post a sign like the one shown below at area proposed for vacation. Once the sign is posted, it must be left in place until the vacation is approved by the Board of Directors. The planning staff will remove the sign the following day after by the Board of Directors meeting.



PETITION TO VACATE

PETITION TO VACATE AN ALLEY LOCATED IN SOUTH FORT SMITH, BLOCK 18, WITHIN LOTS 5-8 AND 9-12, AND ADDITION TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS.

TO: Fort Smith Board of Directors

We, the undersigned, being all of the owners of the real estate abutting the alley herein sought to be abandoned and vacated, lying in South Fort Smith, Block 18, between lots 5-8 & 9-12, City of Fort Smith, Sebastian County, Arkansas, a municipal corporation, petition to vacate an alley which is described as follows:

The twenty feet (20') wide alley lying between lots 5-8 and 9-12, Block 18 of South Fort Smith, an addition to the City of Fort Smith, Sebastian County, Arkansas, according to the plat of record on December 16, 1913.

The Petitioners request to vacate the alley pursuant to A.C.A. 14-54-104(2) and state that the alley is no longer used as an alley or public right-of-way nor does not serve the interests of the surrounding property owners.

The petitioners pray that the City of Fort Smith, Arkansas, abandon and vacate the above-described real estate, subject to a 20' sanitary sewer easement, and that the above-described real estate be used for the respective benefit and purpose as now approved by law.

The petitions further pray that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREAS, the undersigned petitioners respectfully pray that the governing body of the City of Fort Smith, Arkansas, abandon and vacate the above-described real estate, subject to required sanitary sewer easement and that title to said real estate sought to be abandoned be vested in the abutting owners as provided by law.

Dated this 22 day of November, 2013

Angie M. Carter Angie M Carter
Printed Name

Angie M Carter
Signature

Shirley Ann Lowther Shirley Ann Lowther
Printed Name

Shirley Ann Lowther
Signature

Donna S. Carter DONNA S CARTER
Printed Name

Donna S Carter
Signature

Vicinity Map

South Fort Smith, Block 18, Lots 5-8 & 9-12

2009 City of Fort Smith, AR. Printed on Mon Nov 25 2013 11:04:01 AM.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH DAILY & WOODS, P.L.L.C. FOR GENERAL LEGAL SERVICES FOR 2014

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

The legal services agreement with Daily & Woods, P.L.L.C. for general legal services for 2014 attached hereto is hereby approved. The Mayor is hereby authorized to execute said agreement on behalf of the city.

THIS RESOLUTION PASSED THIS _____ DAY OF December, 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Memo

To: Ray Gosack, City Administrator

From: Jeff Dingman, Deputy City Administrator

Date: 11/21/2013

Re: General Legal Services for 2014

Attached for the board of directors' consideration is a resolution authorizing a contract for general legal services for 2014. Section 2-112 of the municipal code requires the board to approve a contract for legal services prior to the first of each calendar year.

Proposals from Professional Service Providers were solicited earlier this year. Daily & Woods was the only firm to submit a proposal for general legal services. The firm has provided legal services to the city for nearly 40 years. The proposed contract with Daily & Woods for legal services in 2014 and information about the attorneys at the firm are attached. The hourly rate is proposed at $140/hr, a 1.8% increase from the 2013 rate. The contract is similar to that used in previous years.

The staff recommends approval of the attached resolution. Please contact me if there are any questions regarding this agenda item.

LEGAL SERVICES AGREEMENT

This Legal Services Agreement made the ___ day of _____, 2013, between the City of Fort Smith, Arkansas, a municipal corporation ("City"), acting by and through its authorized officers, and Daily & Woods, P.L.L.C., of 56 South 6th Street, Fort Smith, Arkansas ("Attorney").

WHEREAS, pertinent portions of Act 636 of the 1989 Acts of Arkansas (also contained within Fort Smith Code of Ordinances § 2-182) require annual notice of solicitation of bids for professional services, including, but not limited to, legal services, and,

WHEREAS, such notice has been duly published and a Statement of Qualifications and Performance Data has been received by the City from all persons or firms who desire to be considered by the City at the time the City enters into any contract for professional legal services throughout the year 2014, and,

WHEREAS, the City, having received and reviewed such Statement of Qualifications and Performance Data from the law firm of Daily & Woods, P.L.L.C., and the City having determined that said firm is the most qualified and capable in handling the legal services for the City, does hereby enter into this Agreement for the use of and compensation of such legal services, to-wit:

SECTION ONE

City retains Daily & Woods, P.L.L.C. to act as attorney for the City and to render to the City and its authorized officers all legal advice and to represent City and its authorized officers as provided in Fort Smith Code of Ordinances §§ 2-112, 2-113, and 2-114.

SECTION TWO

Attorney accepts the compensation schedule as outlined in Exhibit "1" to this Agreement.

SECTION THREE

As compensation in full for all services to be rendered by Attorney under and pursuant to this Agreement, City shall pay to Attorney for Attorneys' services such compensation as is set forth in detail in the letter attached hereto as Exhibit "1" and incorporated herein by reference.

SECTION FOUR

This Agreement shall terminate on December 31, 2014. This Agreement may also be terminated at any time after date of execution of this Agreement after written notice from either party to the other party.

SECTION FIVE

This Agreement shall be governed by, construed, and enforced in accordance with the law of Arkansas.

SECTION SIX

This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION SEVEN

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

SECTION EIGHT

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Each party has caused this Agreement to be executed at Fort Smith, Arkansas, on the date indicated below.

Dated this ___ day of _____, 2013.

City of Fort Smith, Arkansas

By:_____
Mayor

Daily & Woods, P.L.L.C.

By:_____
Authorized Representative

EXHIBIT "1" TO
LEGAL SERVICES AGREEMENT

2014 Billing Rate: $140.00 per hour

Additionally, all actual expenses incurred, e.g., copying, postage, long distance phone calls, travel, etc., are to be reimbursed to Daily & Woods, P.L.L.C., by the City

DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

JERRY L. CANFIELD, P.A.
THOMAS A. DAILY, P.A.
WYMAN R. WADE, JR., P.A.
DOUGLAS M. CARSON, P.A.
ROBERT R. BRIGGS, P.A. †
C. MICHAEL DAILY, P.A. † ●
COLBY T. ROE, P.A.

† Also Licensed in Oklahoma
● Also Licensed in Wyoming & North Dakota

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

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

OF COUNSEL

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

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

September 16, 2013

Ms. Sherri Gard
City Clerk
City of Fort Smith
623 Garrison Avenue, Room 303
P.O. Box 1908
Fort Smith, AR 72902

Re: Statement of Qualifications and Performance Data for Legal Services - 2014

Dear Ms. Gard:

We note the City's recent advertisement for receipt of "Statement of Qualifications and Performance Data" for professional services, including legal services, for the year 2014. On behalf of the firm of Daily & Woods, P.L.L.C., we respectfully request that the information in this letter and its attachments be filed as our "Statement of Qualifications and Performance Data" and be considered by the City for the year 2014.

We are enclosing a description of the educational and professional experience of the attorneys in the firm in the form of the most current publication of Martindale-Hubbell Law Directory, a national register of attorneys. All of the attorneys in our office are licensed as attorneys in the State of Arkansas and are actively engaged in the practice of law in the City of Fort Smith. The legal experience of the lawyers in our firm ranges from more than forty years of practice to others who have only recently commenced their legal practice. Because of our providing legal services to the City in the immediate past, all of the attorneys in our office have experience in areas of law material to the representation of the City, and some of the lawyers in our office are among those most experienced in the State of Arkansas in the areas of municipal corporation law.

As you know and as the records of the City reflect, the lawyers of this firm have provided legal services to the City since the adoption of the city administrator form of government in Fort Smith in the late 1960s. Mr. Rick Wade, with the assistance of other lawyers, provided services as District Court prosecutor from 1992, until 2007, when the City retained other lawyers to provide that function "in house." Mr. Wade has continued to provide "back up" assistance to the City's retained prosecutor. We believe that this experience gives us valuable insight to the areas of law with which the City must deal and insight into the ongoing activities of the City. We believe such insight creates substantial efficiencies in our providing legal services for the City. We also

note our firm's continued, direct involvement in some of the more significant capital improvements projects undertaken by the City in the past several years. The City continues to expend substantial sums on major capital projects, including streets and major utility facility expansions. We believe our experience from past involvement in said projects makes us uniquely qualified to continue to provide legal services to the City.

We look forward to continued service to the City and an opportunity to discuss and amplify on the information in this letter at your request.

The firm values the City as a very important client. All of our lawyers have the commitment to make ourselves available for the legal needs of the City. Please feel free to have your staff members call on any of the attorneys in the office for the performing of legal services.

So there is certainty regarding responsibility, we do note the following attorneys generally provide the following types of services for the City (again, please feel free to call any of the attorneys):

Jerry L. Canfield - Overall responsibility; general availability for immediate consultation by City staff; attending Board meetings; general litigation;

Wyman R. Wade, Jr. - Supplemental District Court Prosecutor's duties and Police Department civil rights litigation; general availability for immediate consultation by City staff;

Douglas Carson - workers' compensation and employment litigation;

Robert R. Briggs - eminent domain and construction project consultations; employment litigation; general availability for immediate consultation by City staff;

Tom Daily and Michael Daily - general property law maters; and,

Colby Roe - general availability for project and litigation matters (Mr. Roe recently has handled Port Authority property tax exemption litigation and is currently handling utilities department's litigation involving software programming contract) and board meeting attendance.

Thank you for your attention to this matter.

Very truly yours,

Jerry L. Canfield
cmm
Enclosures
cc: Mr. Ray Gosack
Ms. Kara Bushkuhl

9C

Jerry L. Canfield

Jerry Lee Canfield has practiced with Daily & Woods, P.L.L.C., in Fort Smith, Arkansas, since graduating from the University of Arkansas School of Law in 1970. His civil law practice continues to focus on client advice, trials and appellate representation in municipal law, oil, gas and mineral law, and general civil litigation representing individual and business entity clients of the firm.

Peer Rating
5.0/5.0
AV® Preeminent™

Client Rating
5.0/5.0
Submit a review

Member
Daily & Woods, P.L.L.C.
Fort Smith, AR U.S.A.
www.dailywoods.com

Phone 479-782-0361

AV Peer Review Rated

Click Here to Contact

Experience & Credentials Ratings & Reviews

Practice Areas

- Litigation
- Appellate Practice
- Natural Resources Litigation
- Municipal Law
- Insurance Defense Law

Contact Info Telephone: 479-782-0361
Fax: 479-782-6160
http://www.dailywoods.com

University University of Arkansas, B.A. in Arts, 1968

Law School University of Arkansas, Law, 1968; University of Arkansas, J.D., summa cum laude, 1970

Admitted 1970,Arkansas;U.S. Court of Appeals, Eighth Circuit

Memberships Sebastian County, Arkansas and American Bar Associations; Arkansas Association of Defense Counsel.

Born Fayetteville, Arkansas, May 29, 1946

Biography
Case Editor, Arkansas Law Review, 1969. Instructor, Torts, University of Arkansas at Fayetteville Law School, 1974-1975. City Attorney, Fort Smith, Arkansas, 1974—.

ISLN 908566660

View Ratings & Reviews

Profile Visibility
#12 in weekly profile views out of 329 lawyers in **Fort Smith, Arkansas**
#37,045 in weekly profile views out of 1,481,207 total lawyers **Overall**

9C

Thomas A. Daily

Thomas A. Daily is a member of the Fort Smith, Arkansas, firm, Daily & Woods, P.L.L.C. He practices primarily in the area of oil, gas and mineral law, including title examination, administrative proceedings and mineral litigation. He is also an adjunct professor of law at the University of Arkansas School of Law, teaching classes titled "Oil and Gas Regulation and Agreements" and "Oil and Gas Title Examination."

Peer Rating
5.0/5.0
AV® Preeminent™

Client Rating
N/R
Submit a review

AV Peer Review Rated

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Fort Smith, AR U.S.A.
www.dailywoods.com

Phone 479-782-0361

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Experience & Credentials Ratings & Reviews

Practice Areas

- Natural Resources
- Commercial Law
- Estate Planning Law

Contact Info Telephone: 479-782-0361
Fax: 479-782-6160
http://www.dailywoods.com

University University of the South, B.A., 1967

Law School University of Arkansas, J.D., with honors, 1970

Admitted 1970, Arkansas

Memberships Sebastian County, Arkansas (President, 2003-2004) and American Bar Associations.

Born Fort Smith, Arkansas, January 8, 1946

Biography Co-Author: "Well Now, Ain't That Just Fugacious, A Basic Primer of Arkansas Oil & Gas Law"; *"Lawyering the Fayetteville Shale Play—Welcome to My World,"* 44 Ark. Law 10 (Spring 2009). Adjunct Professor of Law, Varsity of Arkansas School of Law.

ISLN 908047404

9C

Wyman R. Wade, Jr.

Wyman R ("Rick") Wade, Jr., is a member of the Fort Smith, Arkansas, firm of Daily & Woods, PLLC. While his is a general practice of law, he practices primarily in the areas of municipal, employment, and collection law. He has been an adjunct professor of the Legal Environment of Business Law at the University of Arkansas Fort Smith since 2005.

Peer Rating 4.6/5.0
AV® Preeminent™

Client Rating N/R
Submit a review

AV Peer Review Rated

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Fort Smith, AR U.S.A.
www.dailywoods.com

Phone 479-782-0361

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Experience & Credentials Ratings & Reviews

Practice Areas

- Employment Law
- Municipal Law
- Family Law
- Collections

Contact Info Telephone: 479-782-0361
Fax: 479-782-6160
http://www.dailywoods.com

University University of Georgia; Florida State University, B.A., 1969; University of Arkansas, M.A., 1975

Law School University of Arkansas, J.D., cum laude, 1979

Admitted 1979, Arkansas

Memberships Sebastian County (President, 1993-1994), Arkansas and American Bar Associations; The Association of Trial Lawyers of America.

Military With U.S. Air Force, 1970-1973

Born Jacksonville, Florida, September 7, 1946

Biography Pi Sigma Alpha; Phi Alpha Delta. Editor-in-Chief, Arkansas Law Review, 1978-1979. Member, Arkansas Board of Bar Examiners, 1989-1995. City Prosecuting Attorney, Fort Smith, Arkansas, 1993-2007. Adjunct Professor, University of Arkansas, Fort Smith, 2005—.

ISLN 903024417

9C

Robert R. Briggs

Licensed to practice law in Arkansas and Oklahoma, Robert R. Briggs, is a member of Daily & Woods, PLLC. Mr. Briggs' law practice encompasses issues related to corporations and other entities, mergers and acquisitions, contract formation and performance, real estate, natural resources, construction, banking, bankruptcy, collections and estate planning.

Peer Rating

N/R

Client Rating

N/R

Submit a review

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Fort Smith, AR U.S.A.
www.dailywoods.com

Phone 479-782-0361

Click Here to Contact

Experience & Credentials

Practice Areas

- General Practice
- Real Estate
- Natural Resources
- Litigation
- Business Law
- Estate Planning
- Contract Law

Contact Info Telephone: 479-782-0361
Fax: 479-782-6160
http://www.dailywoods.com

University Providence College, B.A., cum laude, 1992

Law School University of Arkansas, J.D., 2001

Admitted 2001, Arkansas; 2002, Oklahoma

Memberships Washington County, Arkansas and Oklahoma Bar Associations; Arkansas Realtor's Association.

Born Edmond, Oklahoma, October 23, 1966

Biography Delta Theta Phi. Articles Editor, Arkansas Law Review, 2000-2001. Author: "Aycock Pontiac, Inc. v. Aycock: Express Trust Terms Beware-Implied Reversions are Here," 53 Ark.L.Rev. 885. Adjunct Professor, University of Arkansas, Fort Smith.

ISLN 916493644

9C

Douglas M. Carson

Mr. Carson's practice includes personal injury, insurance, commercial, oil and gas, worker's compensation defense, and employment litigation. He also handles commercial transactions. He has represented parties in federal and state courts, workers' compensation and EEOC proceedings, and mediations. He has been the Director of Legal Writing and Appellate Advocacy at the Univ. of Arkansas School of Law. He has been a frequent presenter at professional seminars. Fellow Arkansas attorneys selected him as a Mid-South Super Lawyer, an honor limited to five percent of the attorneys in a state.

Peer Rating
4.4/5.0
BV® Distinguished™

Client Rating
N/R
Submit a review

BV Peer Review Rated

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Fort Smith, AR U.S.A.
www.dailywoods.com

Phone 479-782-0361

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Practice Areas

- Insurance
- Products Liability
- Workers Compensation
- Intellectual Property
- Employment Discrimination Defense
- Commercial Litigation
- Natural Resources

Contact Info Telephone: 479-782-0361
Fax: 479-782-6160
http://www.dailywoods.com

University University of Arkansas, B.A., 1979

Law School University of Arkansas, J.D., 1982

Admitted 1983, Arkansas

Memberships Sebastian County, Arkansas and American Bar Associations; Defense Research Institute, Inc.; Arkansas Association of Defense Counsel.

Born Fort Sill, Oklahoma, February 7, 1955

Biography Member, National Moot Court Team, 1980. Student Works Editor, Arkansas Law Review, 1981-1982. Director, Legal Writing & Appellate Advocacy, University of Arkansas School of Law, 1982-1983.

ISLN 908509179

9C

C. Michael Daily

C. Michael Daily is a member of the Fort Smith, Arkansas, firm, Daily & Woods, PLLC. He practices primarily in the area of oil, gas and mineral law, including title examination and mineral litigation. He also practices in the area of estate planning, contract law, business law, real estate law, and collection law.

Peer Rating N/R

Client Rating N/R

Submit a review

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Fort Smith, AR U.S.A.
www.dailywoods.com

Phone 479-782-0361

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Experience & Credentials

Practice Areas

- Natural Resources
- Oil and Gas Law
- Collections
- Business Law
- Probate
- Estate Planning

Contact Info	Telephone: 479-782-0361 Fax: 479-782-6160 http://www.dailywoods.com
University	Hendrix College, B.A., Economics/Business, 1999; University of Arkansas at Little Rock, M.B.A., 2002
Law School	University of Arkansas at Little Rock, J.D., 2005
Admitted	2005, Arkansas; 2006, Oklahoma; 2011, North Dakota and Wyoming
Memberships	Sebastian County, Arkansas, Oklahoma, North Dakota, Wyoming and American Bar Associations.
Born	Fort Smith, Arkansas, March 10, 1977
ISLN	918809573

9C

Colby T. Roe

Colby T. Roe is a member of the Fort Smith, Arkansas, firm, Daily & Woods, PLLC. His areas of practice include natural resources law, estate planning, business law, real estate law, and litigation.

Peer Rating N/R

Client Rating N/R

Submit a review

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Daily & Woods, P.L.L.C.
Fort Smith, AR U.S.A.
www.dailywoods.com

Phone 479-782-0361

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Experience & Credentials

Practice Areas

- General Practice
- Natural Resources
- Litigation
- Estate Planning
- Business Law

Contact Info Telephone: 479-782-0361
Fax: 479-782-6160
http://www.dailywoods.com

University Arkansas Tech University, B.A., cum laude, 2005

Law School University of Arkansas, J.D., summa cum laude, 2009

Admitted 2009, Arkansas

Memberships Sebastian County, Arkansas and American Bar Associations.

Born Fort Smith, Arkansas, October 15, 1983

Biography Associate Editor, Arkansas Law Review, 2008-2009. Author: "Arkansas Marriage: A Partnership Between a Husband and Wife, or a Safety Net for Support?" 61 Ark. L. Rev. 735.

ISLN 921949021

9D

RESOLUTION NO._____

A RESOLUTION APPROVING SPECIFIC EXCESS INSURANCE AND AGGREGATE EXCESS INSURANCE FOR THE CITY'S EMPLOYEE HEALTH COVERAGE

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

SECTION 1: The Renewal Agreement with HCC Life Insurance Company to provide Specific Excess Insurance and Aggregate Excess Insurance for the year 2013 for the Self-Funded Health Coverage program for employees of the City of Fort Smith, Arkansas is accepted.

SECTION 2: The City Administrator or his designee is hereby authorized to execute all documents necessary to bind coverage and secure the claims service.

This Resolution adopted this _____day of December 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
No Publication Required

MEMORANDUM

TO: **Ray Gosack, City Administrator**

FROM: Richard B. Jones, Director of Human Resources

DATE: November 26, 2013

SUBJECT: **Reinsurance Coverage Resolution**

The Renewals for the City's specific and aggregate stop loss are attached. The estimated cost for stop loss coverage is increasing by 6.1% from $514,157 to $545,558. Please note that some carriers that provide stop loss coverage declined to quote because they could not provide competitive rates. This is because the City's current rates and stop loss experience are so far below the expected benchmarks for an organization our size.

I recommend approval of this resolution.

City of Ft. Smith

Stop Loss Market Analysis

Effective January 1, 2014

This analysis contains a financial cost summary and an outline of key policy provisions. Although cost is an important factor in placing coverage with a stop loss carrier, key policy provisions are also critical to the selection process as they may represent additional financial liability. A stop loss policy that supercedes a client's plan document language could have a negative financial impact on the Plan. For example, if the client's plan document has a different definition of experimental than the definition contained in the stop loss policy, it could have a financial impact on the plan. Although most stop loss carriers will agree to cover medically necessary and generally accepted practices and procedures, there may be other limitations which should be considered prior to policy acceptance.

The "Analysis of Key Stop Loss Policy Provisions" section includes key coverage limitations / exclusions provisions. It contains a comparison of your SPD and the carriers proposed stop loss provisions.

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to, provide legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.

Presented by Gallagher Benefit Services, Inc.

November 14, 2013

k:\product specialty\stop loss\bid analysis.xls

City of Ft. Smith
Estimate of Stop-Loss Renewal Effective January 1, 2014

Specific Stop-Loss	HCC Current	HCC Renewal	ING	Sun Life
	$200,000	$200,000	$200,000	$200,000
	Paid	Paid	24/12	18/12
Monthly Premium Rates				
Employee	$21.50	$24.57	$22.48	$28.74
Family	$66.36	$71.13	$74.10	$76.34
Annual Premium	**$469,644**	**$511,690**	**$516,117**	**$562,054**
Percent Increase		9.0%	9.9%	19.7%
Additional Premium		$42,046	$46,473	$92,410

Aggregate Stop-Loss	HCC Current	HCC Renewal	ING	Sun Life
Annual Premium	$44,513	$33,869	$26,880	$28,385
Percent Increase		-23.9%	-39.6%	-36.2%
Attachment Factor - Single	$457.28	$470.10	$794.31	$779.69
Attachment Factor - Family	$1,121.68	$1,133.07	$794.31	$779.69
Attachment Point	$8,448,625	$8,578,864	$8,540,421	$8,383,227
Percent Increase		1.5%	1.1%	-0.8%

TOTAL FIXED STOP LOSS COSTS	**$514,157**	**$545,558**	**$542,997**	**$590,439**
Percent Increase		**6.1%**	**5.6%**	**14.8%**

Based on:

453	**Single**
443	**Family**
896	

This analysis contains a financial cost summary as well as an outline of key policy provisions which may represent additional financial liability. It is intended to provide you with a detailed illustration of both cost and potential liability. We urge you to carefully review this material prior to making a final determination.

While GBS does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier or HMO. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (TheStreet.com). Generally, agencies that provide ratings of U.S. Health Insurers, including traditional insurance companies and other managed care (e.g., HMO) organizations, reflects their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

k:\product specialty\stop loss\bid analysis.xls

Gallagher Benefit Services, Inc.

Date: November 25, 2013

To: Richard Jones

From: Jerry Guy

Re: Reinsurance RFP

Gallagher Benefit Services, Inc. has adopted a very rigid approach to stop loss contract management. We have a national resource that maintains direct dialogue with the CEO's of all the major carriers. Angelo Nardi, offices in our Itasca home office and reports directly to Jim Dirken, our President. He is charged with vetting reinsurance companies to make certain their contract language is client friendly. Angelo is also responsible for assisting with any problem claims that may develop from time to time.

We are a primary business partner with all of the viable national reinsurers, and use our clout with them to make certain our clients' interests are served and protected.

We also have strong local relationships with all the reinsurers. You witnessed this first hand as we went through the evaluation process for selecting a PPO network. We have demonstrate this year, once again, how effective we are at creating stability and consistency in what is a potentially volatile area of plan construction. We were able to negotiate very favorable terms from the incumbent even after their initial renewal offer was above proposals received from two other carriers. We were also able to completely eliminate lasers.

HCC Life Insurance Company
5601 Granite Parkway, 11th Floor, Plano, Texas 75024
main 214 387 5400 facsimile 214 387 5448

November 18, 2013

Darenda L Ince
Gallagher Benefit Services, Inc.
14241 Dallas Parkway, Suite 300, JP Morgan International Parkway Plaza III
Dallas, TX 75254

RE: City of Fort Smith
Effective Date: 01/01/2014

Dear Darenda,

Thank you for placing City of Fort Smith with HCC Life Insurance Company. It is our mission to provide you with superior products and service and to exceed your expectations in every aspect of the administration of this account. Our objective is to have your stop loss policy issued as soon as possible from the effective date of coverage.

Enclosed with this letter, are several items that must be executed and returned to us in order for the policy to be issued. This letter will serve as instructional guidance for each of the enclosed forms.

The forms are as follows:

(a) Application – Please have the application initialed and signed on the appropriate pages. On the last page of the Application, the "Dated At" portion should also be completed along with printing the name of the Officer/Partner as indicated. Any handwritten changes must be initialed by the Officer/Partner. Please be aware that the application is attached to and made a part of the policy.

Please note the Licensed Agent signature must be the Licensed Agent who is (or will be) appointed with HCC Life Insurance Company as the representative of the Agent of Record listed on Page 1 of the Application. Also, please print the name of the Licensed Agent.

(b) Endorsements/Addendums – If Applicable, please have the endorsement(s) signed by both the Officer/Partner and the Licensed Agent, printing name(s) as indicated. Please refer to the above paragraph regarding the Licensed Agent.

(c) Business Associate Agreement – Our latest version of the agreement, which is designed to dovetail with the provisions of our Stop Loss policy, now contains all of the new required elements for HCC Life to fulfill its business associate responsibilities. All policyholders are requested to sign this revised agreement.

(a) Premium Accounting Worksheet – This is a self billing policy and as such the premium accounting worksheet, or similar form of conveyance, should be completed by the plan sponsor or their designee and forwarded to our attention

each month with the appropriate premium payment. The Premium Accounting Worksheet included is for the first month's premium based on the enrollment provided on the underwriting proposal. The premium binder check, or first month's premium submission, should be made payable to HCC Life Insurance Company and mailed to:

Regular Mail
HCC Life Insurance Company
P.O. Box 402032
Atlanta, GA 30384-2032

Overnight Mail
HCC Life Insurance Company
6000 Feldwood Road
Attention: Box 402032
College Park, GA 30349

All subsequent payments during the policy year should be mailed to the same address.

(b) Underwriting Requirements – Please note that the underwriter may have required additional reports or forms, such as a Disclosure Statement or updated claims information. This information must be received and approved prior to us releasing the Stop Loss Policy. Should you have any outstanding underwriting requirements please submit them to our attention for review and approval as soon as possible.

Please return all completed documentation to my attention at:

HCC Life Plano Office
5601 Granite Parkway, 11th Floor, Plano, TX 75024

HCC Life Insurance Company is rated A+ (Superior) by *A.M. Best Company* and is backed by the financial resources and commitment of our parent company, HCC Insurance Holdings, Inc. For more information about our company, our products and our locations, please visit our website, www.hcclife.com.

Should you have any questions, or if I can be of any assistance, please contact me.

Sincerely,

Georgina Hall
Underwriting Assistant I

STOP LOSS INSURANCE

HCC LIFE INSURANCE COMPANY

Three Town Park Commons, 225 TownPark Drive, Suite 350
Kennesaw, Georgia 30144 (800 447-0460)

APPLICATION

1. Full Legal Name of Applicant and Address
City of Fort Smith
623 Garrison Avenue, Room #310
Fort Smith, AR 72901
Telephone No.: (479)784-2221

2. Applicant is a (check one):
☐ Corporation ☐ Labor Union ☐ Trust
☐ Association ☐ PEO
☐ Partnership ☐ MEWA
Other: **Government**

3. Contract Period: **Effective Date: 01/01/2014** **Expiration Date: 12/31/2014**

4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage:

Address of Affiliates or Subsidiaries: ☒ None ☐ See attached listing

5. Nature of Business of the Applicant to be Insured:
Executive Offices

6. Key Contact Person at Applicant:

7. Enter full name of the Employee Benefit Plan(s): **City of Fort Smith Group Benefit Plan**
A signed copy of such Employee Benefit Plan(s) must be attached and will form part of this contract.

8. Name and Address of Plan Supervisor:
Meritain Health 3800 Sandshell Drive, Suite 260 Fort Worth, TX 76137

9. Agent of Record: **Gallagher Benefit Services, Inc.**

10. Estimated Initial Enrollment: **Single: 453 Family: 443 Total Covered Units: 896**

11. Retirees Covered: ☒ Yes ☐ No

12. The Utilization Review vendor will be: **Meritain Health**

13. Deposit Premium (Minimum of first month's estimated premium): **$ 45,463.20**
Please review the deposit premium on the Monthly Premium Accounting Worksheet.

14. **SPECIFIC STOP LOSS INSURANCE:** ☒ Yes ☐ No

A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked):
☒ Medical ☒ Prescription Drug Card ☐ Prescription Drugs Under Medical ☐ Other:

B. Specific Deductible in each Contract Period per Covered Person: **$200,000**

C. Contract Basis: **Paid**
Covered Expenses Incurred no earlier than 12 months prior to the Original Effective date of the policy, and Paid from 01/01/2014 through 12/31/2014.

D. Unlimited Specific Lifetime Reimbursement Maximum per Covered Person
Specific Contract Period Reimbursement Maximum per Covered Person: **Unlimited**

E. Separate Individual Specific Deductible: **None**

F. Monthly Specific Premium Rates:
Single: $24.57 Family: $71.13

G. Specific Percentage Reimbursable **100%**

H. Specific Terminal Liability Option: ☐ Yes ☒ No
Specific Terminal Liability Option premium per Covered Person per month:

Applicant's Initials:_____

15. **AGGREGATE STOP LOSS INSURANCE:** ☒ Yes ☐ No

A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):
☒ Medical ☐ Dental ☐ Weekly Income ☐ Vision ☒ Prescription Drug Card ☐ Prescription Drugs under Medical ☐ Other:

B. Minimum Annual Aggregate Deductible: **$8,578,863.72**
(Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis: **Paid**
Covered Expenses Incurred no earlier than 12 months prior to the Original Effective date of the policy, and Paid from 01/01/2014 through 12/31/2014.
Run-in limit: N/A

D. Aggregate Contract Period Reimbursement Maximum: **$1,000,000**

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	**$470.10**					
Family	**$1,133.07**					

F. Aggregate Percentage Reimbursable **100%**

G. Loss Limit: **$200,000**
For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option: ☐ Yes ☒ No

I. Aggregate Terminal Liability Option: ☐ Yes ☒ No

J. Aggregate Premium:
1. ☐ Annual Premium payable in advance for Contract Period:
2. ☒ Monthly Premium rate per Covered Unit: **$ 3.15**
3. ☐ Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
4. ☐ Aggregate Terminal Liability Option premium per Covered Unit per month:

SPECIAL RISK LIMITATIONS are stated on the Addendum to Application (if applicable).

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Plan Supervisor retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, and is subject to approval by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Employee Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Employee Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Employee Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

NOTICE: Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover **claim reimbursable under a stop loss policy.**

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant: **City of Fort Smith**

Applicant's Federal Tax I.D. Number: **716003637**

Dated at _____ this _____ day of _____, 20_____.

_____
Officer / Partner Signature (print name)

Darenda Ince DARENDA INCE
Licensed Agent Signature (print name)

For HCC Life Insurance Company Office Use Only: ACCEPTANCE

Accepted on behalf of the Company, this ____ day of _____, 20____.

By: _____ Title: _____

Policy No.: _____

BUSINESS ASSOCIATE AGREEMENT FORM

Part I - Preamble

A. **Effective Date:** The effective date of this Business Associate Agreement ("Agreement") is 01/01/2014.

B. **Parties:** The parties to this Agreement are City of Fort Smith Group Benefit Plan, ("Covered Entity"), and HCC Life Insurance Company ("HCC Life" and "Business Associate"), an Indiana corporation. HCC Life is a stop loss insurance carrier and all references in this agreement to "stop loss insurance carrier" refer to HCC Life. For purposes of this Agreement, HCC Life is a business associate (as defined in the HIPAA Rules as defined below) of Covered Entity. Covered Entity and Business Associate agree that there shall be no third party beneficiaries to this Agreement, including but not limited to individuals whose Protected Health Information (defined below) is created, received, used, and/or disclosed by Business Associate in its role as business associate.

C. **Purpose:** The parties intend that this Agreement comply with the business associate agreement requirements set forth in HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, Subparts A and E, ("Privacy Standards"), the HIPAA Security Standards,45 C.F.R. Part 160 and Part 164, Subparts A and C ("Security Standards"), and the HIPAA Breach Notification Rule3, 45 C.F.R. Part 160 and Part 164, Subparts A and D ("Breach Notification Rule"), as amended from time to time (collectively, the "HIPAA Rules").

D. In connection with the Business Associate's creation, receipt, use, and/or disclosure of Protected Health Information, the parties agree as follows.

Part II - General Terminology

A. The following terms shall have the same meaning in this Agreement as is set forth in the HIPAA Rules: breach, data aggregation, designated record set, individual, required by law, Secretary, security incident and unsecured protected health information. Protected Health Information ("PHI") shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.

B. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules, as may be expressly amended from time to time by the U.S. Department of Health and Human Services ("HHS") or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

C. Where there are provisions in this Agreement additional to those mandated by the HIPAA Rules, but which are not prohibited by the HIPAA Rules, the provisions of this Agreement will apply.

Part III – Permitted Uses and Disclosures by Business Associate

A. Except as otherwise provided in this Agreement, Business Associate may receive, use, disclose or maintain PHI on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the HIPAA Rules if done by Covered Entity: (1) those functions, activities, and/or services as are identified in the Stop Loss Policy between the Covered Entity and the Business Associate and/or (2) those functions, activities, and/or services provided by Business Associate in connection with application and underwriting processes.

B. As part of its providing functions, activities, and/or services to Covered Entity as identified in Part III.A., Business Associate may disclose information, including PHI, to other business associates of Covered Entity and may use and disclose information, including PHI, received from other business associates of Covered Entity as if this information was received from, or originated with, Covered Entity.

C. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

D. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.

E. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

F. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

G. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by the HIPAA Rules.

H. Business Associate agrees that it will enter into a written agreement with all subcontractors of Business Associate that: (i) applies the same restrictions and conditions of this Agreement to the subcontractor's disclosure, receipt, maintenance, transmission or use of PHI; (ii) complies with the terms of the HIPAA Rules; (iii) requires the subcontractor to notify Business Associate, who shall in turn promptly notify Covered Entity, of any security incident, breach of other impermissible use of disclosure of PHI that the subcontractor becomes aware of; and (iv) notifies such subcontractors that they will incur liability under the HIPAA Rules for non-compliance with such provisions.

I. If Business Associate becomes aware of any use or disclosure of PHI that is not provided for in this Agreement, Business Associate will report that use or disclosure to Covered Entity as soon as reasonably possible. If Business Associate becomes aware of any security incident concerning electronic PHI, Business Associate will report that incident to Covered Entity as soon as reasonably possible.

J. Business Associate agrees, at the written request of Covered Entity, to provide access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate may require Covered Entity to pay certain fees, as delineated in 45 C.F.R. § 164.524(c)(4), for it to provide copies or summaries of PHI.

K. Upon receiving written notification from Covered Entity that it has directed or agreed, pursuant to 45 C.F.R. § 164.526, to amend PHI, Business Associate agrees to make PHI available for amendment and incorporate any such amendments to PHI as directed by Covered Entity.

L. In accordance with 45 C.F.R. § 164.528, Business Associate will retain and make available to Covered Entity, upon written request, the information required by Covered Entity to provide an accounting of disclosures, if so requested by an individual.

M. For the purpose of the Secretary determining Covered Entity's compliance with the HIPAA Rules, Business Associate shall make available to the Secretary the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Business Associate by virtue of this provision of the Agreement.

N. Business Associate agrees to, as soon as practicable, but in no case later than 30 calendar days after the discovery of a breach of unsecured protected health information, notify Covered Entity of such breach. A breach shall be treated as discovered as of the first day on which such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or agent of Business Associate. The notification shall include, to the extent possible, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the breach. In addition, Business Associate shall provide Covered Entity with any other available information that Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) of the HIPAA Rules.

O. Business Associate agrees to take commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI.

P. Except as provided for by the stop loss policy, Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual.

Part IV - Obligations of Covered Entity

A. Upon request, Covered Entity shall provide, in a timely manner, Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permissions by the Covered Entity or any individual to use or disclose PHI if such changes, revocations or permissions affect Business Associate's permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for Business Associate's management and administrative activities and data aggregation, Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

Part V - Termination Provisions

A. This Agreement shall continue until it is terminated by any of the parties or if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier, the Stop Loss Policy expires without renewal. Any party to this Agreement may terminate this Agreement without the necessity of showing cause by the delivery of a written notice from the terminating party to the other parties. However, if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier,

then the termination of this Agreement shall not be effective until either (1) all claims under the Stop Loss Policy are received and processed by Business Associate or (2) the time period delineated in the Stop Loss Policy for claims to be submitted to Business Associate and processed by Business Associate upon the Policy's termination, has expired, whichever event occurs first. If no Stop Loss Policy exists between Covered Entity and the stop loss insurance carrier then the termination is effective ten (10) business days from the date that the party receives such notice. Notwithstanding any other provision of this Agreement, Covered Entity will not withhold PHI from Business Associate so as to prevent Business Associate from using its usual and routine claims processing procedures to process claims under this section.

B. If Covered Entity determines that Business Associate has violated a material term of this Agreement then Covered Entity shall inform Business Associate in writing of the violation and Business Associate shall either terminate this Agreement under paragraph Part V.A. or endeavor to cure such violation. If Business Associate endeavors to cure the violation but fails to do so in a reasonable period of time, Covered Entity may terminate this Agreement upon written notice. Such termination shall be effective on the date that Business Associate receives the termination notice from Covered Entity which states that Covered Entity wishes to terminate this Agreement under this provision and states the material term of this Agreement that Covered Entity believes has been violated by Business Associate; however, any amounts due from Covered Entity to Business Associate as of the effective date of the termination continue to be so due.

C. Subject to the Part V.A. above, if a Stop Loss Policy exists between Covered Entity and the stop loss insurance carrier and such Stop Loss Policy is terminated or expires, this Agreement shall be deemed to have terminated at the same moment the Stop Loss Policy's termination or expiration became effective. Similarly, and subject to Part.V.A. above, if this Agreement is terminated by any party, all other agreements then existing between Business Associate and Covered Entity, unless otherwise agreed to in writing by Business Associate and Covered Entity, are also deemed to have been terminated at the same moment this Agreement's termination became effective. However, in either case, any amounts due from Covered Entity to Business Associate under any such agreements as of the effective date of termination continue to be due.

D. Upon the termination of this Agreement, Business Associate will, if feasible, return to Covered Entity all PHI or, at its discretion, in the alternative, Business Associate will destroy all PHI. If such return or destruction is not feasible, Business Associate will continue to extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

HCC Life Insurance Company	**City of Fort Smith Group Benefit Plan**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

Revised 06/13

HCC LIFE INSURANCE COMPANY

Policyholder **City of Fort Smith** Policy No. **HCL13051** Effective Date **01/01/2014**

Administrator **Meritain Health** Report Period **01/01/2014** to **01/31/2014**

Coverage	Current Units	Prior* Units	Total Units		Rates	Gross Premium
Specific						
Single	453		453	X	**24.57**	11,130.21
Family	443		443	X	**71.13**	31,510.59
				X		
				X		
			Gross Premium			42,640.80
Aggregate						
Composite	896		896	X	**3.15**	2,822.40
				X		
				X		
				X		
			Gross Premium			2,822.40
MDAR						
				X	**0.00**	0.00
Medical Conversion						
Gross Premium	0		0	X	**0.00**	0.00
			Gross Premium			0.00
State Assessment Fee	896		896	X	**0.0000**	0.00
Total Gross Premium						45,463.20

*Prior month adjustments are limited to the preceding 3 months. You must attach documentation to receive consideration for any other months.

Please make checks payable to **HCC LIFE INSURANCE COMPANY**. Send checks to: HCC Life Insurance Company, P.O. Box 402032, Atlanta, GA 30384-2032.

Prepared on 11/18/2013

HCC LIFE INSURANCE COMPANY

Group Name: City of Fort Smith

Effective Date: 01/01/2014

Items Due

☐	Stop Loss Application	Due Date: 12/2/2013
☐	January Premium	Due Date: regular billing cycle
☐	Business Associate Agreement Form	Due Date: 12/2/2013

MERITAIN[SM] HEALTH

An Aetna Company

Date: November 22, 2013

To: Darenda Ince
Gallagher Benefit Services

From: Sara Osbourn – Meritain Underwriting
Theresa Simonsen – Regional VP Sales

Re: City of Fort Smith

On behalf of Meritain Health, we would like to thank you for submitting a request for Aetna stop loss quote for The City of Fort Smith. We regret to inform you that we will be unable to provide you with a carrier proposal on this group. The reason(s) for this are as follows:

Unable to Procure a competitive stop loss offer

Thank you again for your consideration and should you have any questions regarding this case, or need assistance in any way, please do not hesitate to contact our office at any time.

Respectfully,
Theresa Simonsen
Meritain Health an Aetna Company
Regional Vice President Sales
theresa.simonsen@meritain.com

HM INSURANCE GROUP

A HIGHMARK COMPANY

HM Life Insurance Company

HM Life Insurance Company of New York

HM Casualty Insurance Company

RBS Re

HM Benefits Administrators

November 21, 2013

Darenda Ince
Gallagher Benefit Services
Dallas, Texas 75240

Dear Darenda:

Thank you for the recent submission. I am issuing a DTQ on City of Ft. Smith. Unfortunately, Meritain Health is not an approved administrator with HM.

I look forward to doing business with you in the future.

Sincerely,

Natasha Iqbal
Marketing Underwriter

Mailing Address
PO Box 535061
Pittsburgh, PA 15253-5061

Overnight Deliveries
Fifth Avenue Place
120 Fifth Avenue
Pittsburgh, PA 15222-3099

www.hminsurancegroup.com

Telephone
412-544-1000
800-328-5433

Coverage is underwritten by HM Life Insurance Company or HM Casualty Insurance Company, Pittsburgh, PA in all states except New York. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY. HM Life Insurance Company, HM Benefits Administrators and RBS Re provide certain administrative and customer support services. The coverage or service requested may not be available in all states.

AIG Benefit Solutions
One MacArthur Place, Suite 620
South Coast Metro, CA 92707
(800) 634-7462 Phone
(714) 436-3620 Fax

AIG Benefit Solutions®

Date: November 8, 2013

Attn: **Darenda Ince**
Gallagher Benefit Services, Inc.
Two Lincoln Centre
5420 LBJ Fwy, Suite 400
Dallas, TX 75240

Re: **CITY OF FORT SMITH**

Dear Darenda,

Thank you for the opportunity to review your request for proposal on the above-referenced group. After careful consideration of the information submitted, we are unable to provide you an Excess Loss proposal. More specifically:

We are not able to provide a competitive comparison to the expiring or renewal rates provided.

If you have any questions on the above, please do not hesitate to contact our office at (800) 634-7462.

Sincerely,

Josefina Panopio
Sr. Underwriter

CC: Guy Finley
Regional Sales Director

9E

RESOLUTION NO._____

A RESOLUTION APPROVING CLAIM SERVICE, SPECIFIC EXCESS INSURANCE AND AGGREGATE EXCESS INSURANCE FOR CITY'S WORKERS' COMPENSATION COVERAGE

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

SECTION 1: The Renewal Agreement with Central Adjustment Corporation Inc. to provide Claims Administration and Regions Insurance to provide Specific Excess Insurance and Aggregate Excess Insurance for the year 2013 for the Self-Insured Workers' Compensation program for employees of the City of Fort Smith, Arkansas is accepted.

SECTION 2: The City Administrator or his designee is hereby authorized to execute all documents necessary to bind coverage and secure the claims service.

This Resolution adopted this _____day of December 2013.

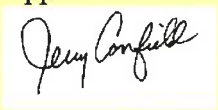
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
No Publication Required

MEMORANDUM

TO: **Ray Gosack, City Administrator**

FROM: Richard B. Jones, Director of Human Resources

DATE: November 26, 2013

SUBJECT: **Workers' Compensation Resolution**

The total fixed cost for our self insured program will be approximately $135,390 for 2014. This includes the broker/consultant fee, claims administration and the purchase of specific and aggregate excess insurance **(Most of the cost of our workers' compensation program is from medical treatment and lost time claims where an employee is unable to work).** The total fixed cost for our self insured program for 2013 will be approximately $124,080 (The final payroll has yet to be applied to the estimated premium). The total fixed cost for our self insured program for 2012 was $116,736 and for 2011 it was $108,858.

The City's comprehensive management of our Workers' Compensation Program as is essential to keeping cost as low as possible. Currently our comprehensive Workers' Compensation Program includes the following parts: Prevention by all city departments; triage done telephonically by an organization called Company Nurse; claims handling by Central Adjustment Company, Inc., which includes the submission of all documents required by the State of Arkansas, Regions Insurance to secure specific and aggregate excess insurance currently with Safety National Casualty Corporation; Dr. Holder and Dr. Clark to provide occupational medicine services through Copper Clinic; claims review, repricing and case management done by Corvell Corporation and legal services provided by the City Attorney.

I recommend approval of this resolution.

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300 FAX # (314) 995-3843

TO:	REGIONS INSURANCE	ATTN:	Ms. Barbara Carter
PHONE:	(479) 785-5222	FAX:	(479) 783-1449
FROM:	B. Scott Brickson	DATE:	11/22/2013

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **CITY OF FORT SMITH**
Account: 6015848 Previous Policy Number: AGC4047544
Specific & Aggregate Excess

Contract Terms	Option 531196102		Option 531196229	
Liability Period		01/01/2014 - 01/01/2015		01/01/2014 - 01/01/2015
Payroll Reporting Period		01/01/2014 - 01/01/2015		01/01/2014 - 01/01/2015
Payroll		$ 38,545,259		$ 38,545,259
Manual Premium		$ 1,084,575		$ 1,084,575
Experience Modification Factor		1.000		1.000
Standard Premium		$ 1,084,575		$ 1,084,575
Self-Insured Retention		$ 550,000	All Other	$ 550,000
			Police/Firefighters	$ 650,000
Specific Limit		Statutory		Statutory
Employers Liability Limit	Per Occ	$ 1,000,000	Per Occ	$ 1,000,000
Loss Fund Rate	Rate % Std Premium	165.00 %	Rate % Std Premium	175.00 %
Estimated Loss Fund		$ 1,789,549		$ 1,898,006
Minimum Loss Fund		$ 1,789,549		$ 1,898,006
Aggregate Excess Limit		$ 1,000,000		$ 1,000,000
Loss Limitation		$ 550,000	All Other	$ 550,000
			Police/Firefighters	$ 650,000
Premium Rate	Rate % Std Premium	7.36 %	Rate % Std Premium	6.82 %
Deposit Premium		$ 79,825		$ 73,968
Minimum Premium		$ 75,834		$ 70,270
Commission	Net	0.00 %	Net	0.00 %
Pay Plan		ANNUAL PAYMENT		ANNUAL PAYMENT

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300 FAX # (314) 995-3843

TO:	REGIONS INSURANCE	ATTN:	Ms. Barbara Carter
PHONE:	(479) 785-5222	FAX:	(479) 783-1449
FROM:	B. Scott Brickson	DATE:	11/22/2013

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **CITY OF FORT SMITH**	
Account: 6015848 Previous Policy Number: AGC4047544	
	Specific & Aggregate Excess

Contract Terms		Option 525638208
Liability Period		01/01/2014 - 01/01/2015
Payroll Reporting Period		01/01/2014 - 01/01/2015
Payroll		$ 38,545,259
Manual Premium		$ 1,084,575
Experience Modification Factor		1.000
Standard Premium		$ 1,084,575
Self-Insured Retention		$ 500,000
Specific Limit		Statutory
Employers Liability Limit	Per Occ	$ 1,000,000
Loss Fund Rate	Rate % Std Premium	160.00 %
Estimated Loss Fund		$ 1,735,320
Minimum Loss Fund		$ 1,735,320
Aggregate Excess Limit		$ 1,000,000
Loss Limitation		$ 500,000
Premium Rate	Rate % Std Premium	8.25 %
Deposit Premium		$ 89,477
Minimum Premium		$ 85,003
Commission	Net	0.00 %
Pay Plan		ANNUAL PAYMENT

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300 FAX # (314) 995-3843

TO:	REGIONS INSURANCE	ATTN:	Ms. Barbara Carter
PHONE:	(479) 785-5222	FAX:	(479) 783-1449
FROM:	B. Scott Brickson	DATE:	11/22/2013

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

General Endorsements applicable to all quote options:
0385 02 0908 (XWC) 90-DAY NOTICE OF CANCELLATION TO EMPLOYER
1061 10 1207 (XWC) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
ARKANSAS MANDATORY ENDORSEMENT(S), IF APPLICABLE

Option 531196229
0556 02 0108 (XWC) SELF-INSURED RETENTION PER OCCURRENCE
0557 00 1092 (XWC) SELF-INSURED RETENTION PER OCCURRENCE - POLICE OFFICERS & DRIVERS

Contingencies:

The quote is subject to the following:

1. Sharon, in reviewing the applications you provided to us this year; it again indicates that they have no watercraft exposure. However, I have reviewed their website as well and the under the Fire Department section it indicates that they have two rescue boats. Please clarify this discrepancy. This was the case last year as well and it was discovered that they, in fact, did have a watercraft exposure and you provided us a completed Watercraft Supplemental Application appropriately. If they still do have a watercraft exposure, then this renewal quote proposal is "Subject to:" receipt and underwriting approval of a fully completed and updated Watercraft Supplemental Application to be received prior to or upon binding the renewal coverage. I have included our Watercraft Supplemental Application within the link that contains this renewal quote proposal for your convenience.

   Thanks,
   Scott

2. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

Comments:

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.

2. Included in our quote are the MAP Client Services. These resources consist of both risk control and claim services including: Safety Essentials On-line; Workers' Comp Kit; Safety Training Source; and Best Doctors Catcare and Ask Best Doctors programs - which provide in-depth case review by world renowned doctors.

Safety National at a Glance

Company History and Background

- Specialists in Workers' Compensation since 1942
- Licensed and admitted in all 50 states, the District of Columbia, Guam, Puerto Rico, Canada, and the U.S. Virgin Islands
- Exclusive distribution through brokers and agents
- Longest continual provider of Excess Workers' Compensation in the United States
- Leading provider of Excess Workers' Compensation with 33% domestic market share
- High level of dedication, knowledge, experience and quality service distinguish us in the marketplace
- Named one of the "Best Places to Work" by Business Insurance magazine

Financial Strength and Stability*

- Policyholders' surplus - $1 billion (13.1% increase over 6/12) and $4 billion in assets
- A.M. Best Rating "A+" (Superior) Financial Size Category XII
- Standard & Poor's "A+" (Strong)
- A member of the Tokio Marine Group, with over $200 billion in total assets. The Group's main operating subsidiary, Tokio Marine and Nichido Fire (TMNF), enjoys an A.M. Best Rating A++ (Superior), Financial Size Category XV.

Products and Services

- Excess Workers' Compensation
  - Specific and Aggregate Excess Coverage for individual or group self-insureds
  - Monoline Aggregate Coverage
- Self-Insurance Bonds
- Loss Portfolio Transfers (LPT)
- TEXcess®- Texas Non Subscriber Program
- Treaty Reinsurance
- Public Entity Multi-Line Coverage
- Large Casualty Program
  - Large Deductible Workers' Compensation
  - Auto and General Liability
- Alternative Risk Programs
- MAP Client Services
  - Risk Control Services
  - Best Doctors partnership

** as of June 30, 2013*

Safety National 1832 Schuetz Road St. Louis, Missouri 63146 **Phone** 888.995.5300 *(toll-free)* 314.995.5300 **E-mail** info@safetynational.com **Web** www.safetynational.com

CENTRAL ADJUSTMENT COMPANY, INC.

SERVICE AGREEMENT FOR ADMINISTRATION OF A WORKERS COMPENSATION SELF-INSURANCE PROGRAM

AGREEMENT entered into this 1st day of JAN 2013, by and between Central Adjustment Company, Inc. ("CAC") and City of Fort Smith ("CLIENT"). This agreement supersedes any and all prior agreements, whether written or oral, between the parties, and their transferors, assignors and predecessors.

RECITALS

1. CLIENT self-insures its workers compensation risk and desires to have CAC provide specific services in connection with such self insurance program.

2. CAC is willing to provide such services on the terms and conditions hereinafter stated.

AGREEMENT

1. Services to Be Performed by Central Adjustment Company, Inc.: CAC agrees to perform the following services:

   A. **With regard to CLAIMS ADMINISTRATION, CAC shall:**

   (1) Review all claim and loss reports received from CLIENT during the term of this Agreement and process each such claim or loss report in accordance with applicable statutory and administrative regulations;

   (2) Conduct an investigation of each reported claim or loss under subparagraph (1) above (hereinafter referred to as a "qualified claim or loss") to the extent deemed necessary by CAC in the performance of its obligations hereunder;

   (3) Arrange for independent investigators or medical or other experts to the extent deemed necessary by CAC in connection with the processing of any qualified claim or loss;

   (4) Pay medical and death benefits, temporary or permanent disability compensation and other losses and expenses, but only with prior approval of CLIENT;

   (5) Perform reasonable and necessary administrative and clerical work in connection with qualified claims or losses including the preparation of checks bearing the name of the CLIENT and drawn on the accounts established pursuant to Paragraph 2F below;

(6) Maintain an electronic file for each qualified claim or loss which shall become property of CLIENT and which shall available for review by CLIENT at any reasonable time;

(7) Notify excess insurers of all qualified claims or losses with values that may exceed CLIENT'S retention, and, if requested by CLIENT in writing, provide such insurers with necessary information on the current status of those claims or losses unless relieved of this obligation by CLIENT pursuant to paragraph 2A;

(8) Assist in connection with CLIENT'S selection of counsel to defend qualified claims or losses, if requested by CLIENT;

(9) Assist CLIENT'S counsel, if requested, in preparing the defense of litigated cases, negotiating settlements and pursuing subrogation or contribution actions;

(10) Monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers as may be appropriate in the judgment of CAC;

(11) As CLIENT directs, assist in interpreting medical reports to consider the circumstances under which an ill or injured employee who desires to do so could return to work in the shortest period of time;

(12) Assist CLIENT in arranging for rehabilitation or retraining of employees in appropriate cases;

(13) Maintain a current estimate of the expected total cost of each qualified claim or loss;

(14) Use computer programs to furnish to CLIENT selected loss and information reports either monthly, quarterly, or annually which are entitled:

(a) Claim and Expense Report (quarterly)
(b) Transaction Register (monthly)
(c) Claim Cost Analysis (quarterly)
(d) State Reports (as needed)
(e) Large Claim Status Report (quarterly).

These reports shall contain such information as incident date, condensed incident description, other identifiers, payments made, estimated future costs and total expected costs or claims or losses as well as summary and other data deemed relevant by CAC; but not IBNR(incurred but not reported) claims or actuarially developed loss values;

(15) Annually report federal, state, and local 1099 information under CLIENT'S tax identification numbers, when CLIENT has provided all required IRS authorizations, for vendor payments issued by CAC on bank accounts owned by CLIENT, but not for payment authorizations when CAC does not issue the checks;

(16) Provide narrative reports of major or litigated claims, if requested by CLIENT;

(17) Provide claims forms and other forms believed by CAC to be appropriate for the efficient operation of the self-insurance program.

(18) Return to CLIENT all claim files that have been closed for over five years; or CAC will have the files and their contents confidentially destroyed.

B. With regard to MEDICAL CONTROL, CAC shall:

1. Assist CLIENT, where State rules and regulations permit, in the selection of a panel of physicians or other providers of health care to initially treat employees and a panel of medical specialists to provide long term or specialty care;

2. Consult with CLIENT in order to develop ways to use any in-house dispensary or other medical facility more effectively.

C. With regard to EMPLOYEE COUNSELING, CAC shall:

(1) Assist as CLIENT directs, provide information to ill or injured employees regarding the benefits available under the self-insurance program and counsel such employees who wish to obtain the assistance of third parties in dealing with the issues arising out of work-relates illness or injuries;

(2) If CLIENT requests, consult with employee groups in regard to specific aspects of the self-insurance program

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(3) Assist CLIENT in developing policies and procedures to ensure that an employee's return to work or reassignment is not inconsistent with any findings of an appropriate state administrative agency.

D. With regard to PROGRAM DEVELOPMENT, CAC shall, upon CLIENT'S request:

(1) Consult with key personnel of CLIENT on the establishment of and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of CLIENT;

(2) Participate in the orientation of CLIENT personnel who are directly or indirectly involved in the processing of qualified claims or losses;

(3) Provide information from time to time on changes or proposed changes in certain legislation, regulations or rules affecting the responsibility of CLIENT;

(4) Review the development of the self-insured program periodically with representatives of CLIENT in order to identify problems and recommend corrective action.

E. CAC shall also furnish appropriate renewal applications and, upon CLIENT'S request, shall file all periodic reports and renewal applications required by state administrative agencies to maintain the self-insured program.

F. CAC shall not provide any risk control services. Recommendations and or assistance in contracting services on behalf of the CLIENT will be solely at CLIENT discretion.

2. OBLIGATIONS OF CLIENT

A. **CLIENT shall provide CAC with excess insurance information for the policy years** necessary for proper notification of applicable claims to such insurers by CAC.

B. CLIENT shall provide to CAC a service fee which, in the initial period of this Agreement, shall be computed and payable as follows:

Flat annual fee of **$ 39,163.75** payable two semi-annual installments of **$ 19,581.87 and $ 19,581.88.** The installments will be invoiced to the CLIENT on the 1st day of June and December for each contract year. This fee includes one (1) online access to CAC'S claims management system for CLIENT.

C. Should CLIENT close, discontinue, remove from program or otherwise dispose of any of its facilities included in this agreement CAC and CLIENT shall agree on service fees for continuing the processing and management of existing and new claims received from such facilities. If agreement cannot be reached, all claims from such facilities will be returned immediately to CLIENT and CAC shall have no further responsibility for them.

D. Subject to the provision of section 5 below, the amount and schedule for payment of the service fee to be paid to CAC in any subsequent period shall be specified in accordance with section 10 of the Agreement.

E. CLIENT shall at all times provide funds adequate for the payment of qualified claims or losses and of allocated loss expenses. For purposes of this Agreement, allocated loss expenses shall mean all costs, charges or expenses of third parties incurred by CAC, its agents or its employees which are properly chargeable to a qualified claim or loss, including, court costs, fees and expenses of attorneys, investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents and photographs.

F. CLIENT shall deposit such funds in a bank account or accounts established by and belonging to CLIENT. CLIENT shall have full responsibility for the care, custody and control of such account or accounts, but shall arrange for CAC to write checks on the account or accounts for use in the payment of CLIENT'S qualified claims and losses. Such funds shall be provided at the inception of the self-insurance program and replenished promptly from time to time thereafter.

G. CAC shall have full discretion to make any individual discretionary payment of up to **$0** on any qualified claim or loss and shall not need the approval of CLIENT to make such payments. This amount may be changed at any time by CLIENT upon ten (10) days prior written notice to CAC. It is agreed that CAC shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of qualified claims or losses within the limit established by this paragraph.

H. CAC shall have full discretion to redeem, compromise or settle any qualified claim or loss for an amount not to exceed **$0** on any qualified claim or loss and shall not need the approval of CLIENT to consummate such settlements. This amount may be changed at any time upon ten (10) days prior written notice to CAC. Failure of CAC to settle a qualified claim or loss within such limit, however, shall not subject CAC to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such claim or loss for an excess of such limit.

I. It is expressly understood that CAC shall not be required to advance its own funds to pay losses or allocated loss expenses hereunder. It is further understood that if CLIENT fails to provide funds sufficient to allow required payments to be made timely, CAC will have no obligation to perform any further services and may terminate this Agreement upon three (3) days written notice.

J. Should CLIENT fail to make timely payments of the service fees due CAC or in any other way breach this Agreement, and such failure to pay or breach continues more than twenty (20) days following notice of such failure or breach, CAC shall then have the right to refuse to perform any further services. If CAC elects to exercise its rights under this paragraph, in addition to all other legal remedies, CAC will have the right to its full minimum fee, if any, as well as other fees for which CAC may be eligible.

3. DISCONTINUANCE OF OPERATIONS:

Should CLIENT discontinue its business for any reason, all fees due CAC shall be paid immediately. CAC shall have no further obligation to continue to provide the services called for in this Agreement and this Agreement shall be considered terminated as of the date CLIENT ceases operations or files for bankruptcy.

4. GEOGRAPHIC LIMITATIONS:

This Agreement shall cover operations of CLIENT in the State of Arkansas.

5. TERM OF AGREEMENT AND CANCELLATION.

A. The term of this Agreement shall be for a period commencing on January 1, 2013, and ending on December 31, 2014 and thereafter shall be renewed for successive twelve month periods, unless cancelled in accordance with paragraph 5B.

B. This agreement may be cancelled by either party at the end of the initial term or any successive twelve (12) month periods thereafter provided that written notice of such cancellation is received by the other party not less than sixty (60) days prior to the anniversary date of this Agreement.

C. If requested by CLIENT, CAC will continue to process any qualified claims or losses remaining open at the cancellation of this Agreement and any claims that reopen after such cancellation plus any other claims received that have occurrence dates that fall within the period or periods of this Agreement, provided that the CLIENT shall continue to make adequate funds available for the payment of such qualified claims or losses and any allocated loss expenses connected with qualified claims or losses. The additional fee for this service shall be negotiated and agreed upon prior to the effective date of cancellation.

D. Upon cancellation of this Agreement, CAC shall deliver, at CLIENT'S sole cost, the files CAC has maintained for qualified claims or losses except those CAC will continue to process (but not including any computer hardware, firmware, software, or other proprietary information of CAC). If CLIENT does not agree to accept these files, they will be retained or destroyed at CAC'S option and CLIENT shall have no recourse against CAC for failure to retain them.

6. PRACTICE OF LAW:

It is understood and agreed that CAC will not perform, and CLIENT will not request performance of, any services which may constitute the unauthorized practice of law.

7. INDEMNIFICATION:

CAC agrees to indemnify, hold harmless, and defend CLIENT, its directors, officers, members, employees and agents from and against any and all liabilities, loss, or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the acts of omissions of CAC its employees, agents or servants in connection with this Agreement, provided that such acts or omissions do not arise out of or relate to compliance by CAC with instructions, procedures or forms supplied by CLIENT or any of its members.

8. NOTICES:

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to:

For CAC:

Central Adjustment Company, Inc.
Mr. David McCullough
2207 Hidden Valley Dr., Suite 105,
Little Rock, AR 72221

For City of Fort Smith:

Mr. Richard Jones- Director of Human Resources
City of Fort Smith
PO Box 1908
Fort Smith, AR 72202.

9. SUCCESSORS:

This Agreement shall be binding upon and shall inure to the benefit of all transferees, assigns and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of the other party.

10. ENTIRE AGREEMENT AND MODIFICATION OR AMENDMENT:

This Agreement represents the full and final understanding of the parties with respect to all subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. Except as otherwise provided in paragraphs 2G and 2H (not used for voucher accounts), this Agreement may be modified or amended only by a written statement signed by both parties.

11. APPLICABLE LAW:

The terms and conditions of this Agreement shall be governed by the laws of the State of Arkansas.

12. HEADINGS:

Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

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13. CONFIDENTIAL INFORMATION:

Any payroll information or other technical or business information (information) furnished or disclosed hereunder, is the property of CLIENT and shall be deemed confidential to CLIENT and shall be returned to CLIENT at the conclusion of this Agreement or shall be destroyed. CAC shall be obligated to keep confidential all such information unless such information is generally known to the public, is subsequently made known to the public or is necessary to be disclosed in the performance of this Agreement in which event CAC is free from any obligation to keep such information confidential.

14. RELATIONSHIP:

CAC shall exercise full control and direction over the subcontractors and employees of CAC performing the work covered by this Agreement. Neither CAC nor its employees, agents or subcontractors shall be employees of CLIENT. It is understood that CAC is an independent contractor for all purposes and at all times CAC is wholly responsible for withholding and payment of all federal, state and local income and other payroll taxes with respect to its employees.

15. NON-DISCRIMINATION:

CAC shall comply at its own expense with the provisions of all applicable state and municipal requirements and with all the state and federal laws and regulations applicable to the service provided hereunder and to CAC as an employer of labor. CAC agrees not to discriminate against any employer or applicant for employment because of race, color, religion, sex, age, national origin or handicap.

16. AUDIT:

CLIENT shall have the right to audit any of its claim files in the possession of CAC at any time during normal business hours.

17. MEDICARE SETASIDE REPORTING

CAC offers MMSEA Section III reporting on behalf of their clients via established electronic data interface feeds direct to Centers for Medicare and Medicaid Services (CMS).

A third party vendor currently provides this service to the CLIENT.

Fees and consideration for this service are not included or described in this contract.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement executed on the date first above written.

CITY OF FORT SMITH

By: _____

Title: Director of Human Resources

Date: 4/22/2013

CENTRAL ADJUSTMENT CO. INC.

By: John David McCollough

Title: Pres.

Date: 04/16/2013

RESOLUTION NO. _____
RESOLUTION ADOPTING THE 2014 AUDIT PLAN

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

SECTION 1: The 2014 Audit Plan attached is hereby adopted.

Passed and Approved this _____ day of _____, 2013.

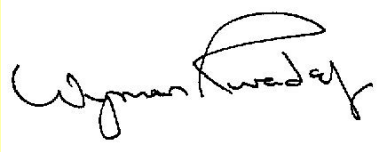
Approved

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:



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No Publication Required

MEMORANDUM

DATE: November 27, 2013

TO: Mayor Sanders, Board of Directors, Ray Gosack, Jeff Dingman

FROM: Mitzi Kimbrough, Internal Auditor

SUBJECT: 2014 Audit Plan

I am pleased to offer this 2014 audit plan for your approval. The plan is flexible and any items that come up during the year that any of you would like to add I would be glad to discuss them with you and include them.

The table shown of page 5 of the attached plan details the general project schedule for 2014.

If you have any questions or would like to discuss the 2014 audit plan, please contact me at your convenience.

City of Fort Smith, Arkansas

FY 2014 Internal Audit Plan

November 21 , 2013

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Overview

The City of Fort Smith ("the City") management team, with the support and guidance of the City's Audit Committee, has undertaken the creation of the City's fiscal year 2014 (FY2014) annual internal audit plan to support the City's Internal Audit function. Recognizing the need for a formal plan, the Internal Audit Department ("Internal Audit") has proposed the projects listed within this document.

Introduction

The City has created a Strategic Internal Audit Plan ("the plan") to guide the direction of the Internal Audit testing in FY2014. The plan is meant to provide guidance to the various resources fulfilling the role of the Internal Audit to the City under the direction of management and the Audit Committee.

In keeping with the Institute of Internal Auditor's definition of Internal Audit, the City's Internal Audit goal is to provide an independent, objective assurance and consulting activity designed to add value and improve the City's operations by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

The development of the plan involved a number of different activities and considerations including:

Develop Internal Audit Plan

- Review applicable Fort Smith documents
- Develop and rank internal audit areas based on risk
- Survey of Board members and management
- Discussions with management and departmental leadership

Confirm Internal Audit Focus

- Obtained feedback from management on the direction of the internal audit plan and process
- Confirmed focus with the audit committee
- Confirmed focus with the director of finance

Audit Committee Endorsement

- Present the internal audit plan to the Audit Committee for feedback and approval

Internal Audit Resources

Recognizing the array of City resources in staffing the internal audit function is important to the execution of the plan. All reports from any internal audit processes will be issued directly to the appropriate department and the Audit Committee for review and consideration. The internal audit department will, on a functional basis, report to the management team; however, final reporting of Internal Audit remains with the Board through the Audit Committee. Management will provide support

and assistance in ensuring the timely cooperation of employees within the City. Management will also coordinate, with necessary support from other parties, the execution of the internal audit plan.

Internal Audit 2014 Service Objectives

In the proposed FY2014 City budget, Internal Audit included the following items as service objectives for the upcoming year. The items are reproduced below.

1. Assist departments with required audit procedures for outside regulating entities.
2. Perform performance audits determined based on risk assessment and audit plan approval.
3. Continue to aid departments in establishing key performance indicators so that administration and the Board of Directors as well as the public can see the continuous improvement that all city departments strive for.
4. Perform detailed risk assessment with administration and department heads.
5. Continue key performance measures in the internal audit department.

Key Performance Indicators					
	2011 Actual	2012 Actual	2013 Target	2013 Estimated	2014 Target
Implement continuous monitoring procedure	1	1	1	1	2
Perform cash surprise counts for each department	New Indicator	New Indicator	24	24	24
Percentage of recommendations implemented by departments	New Indicator	New Indicator	80%	90%	80%
Provide staff training with Webb Watch	New Indicator	2	2	2	2

Internal Audit Plan

From the various planning steps completed above, the following items were deemed to be appropriate internal audit projects for FY2014. These projects are broken down into three different areas: (1) Internal Audits, (2) Re-occurring/Continuous Monitoring Internal Audits, and (3) Consulting and Support Projects. Internal Audit projects are those that generally involve a typical internal audit process such as a review of internal controls, compliance with a policy or procedure, or performance of a program or process. Consulting and Support Projects are those driven by a department or management request to provide input or expertise to a process or item without performing any management role or being

involved in the decision making process. Finally, the Re-occurring/Continuous Monitoring projects are those that occur during each cycle in order to address a specific high-risk area. The projects are not listed in order of importance. Generally, Internal Audit operates with an hourly budget of approximately 1,850 hours towards operations, which excludes holiday and vacation time of 216 hours. Within the 1,850 hours, approximately 350 hours are reserved for training time, development time, meeting time (i.e., Board, staff, department heads, audit committee, etc.), planning and risk assessment, and available time for unforeseen developments during the fiscal year.

Project Scopes

Selection of each project was determined by input of the elected officials and management. Based on the circumstances, discussions, and interviews, each anticipated scope was determined. The scope of each project is discussed in more detail under the project description section of the plan.

Project Descriptions

The various project descriptions provide a basis for planning a particular engagement. In considering each engagement, the appropriate resources should be allocated to obtain the best results for each planned area. The project names are not presented in any particular order.

Project Name	Anticipated scope	Project Area	Estimate of Hours
Healthcare Provider Review	Review the process for migrating to the new healthcare provider for the City including any purchasing documentation and the latest SSAE 16 (SAS 70 replacement).	Internal Audit	100
New Court System	Review the internal controls around the newly implemented court system. The project will be completed once the system has been implemented.	Internal Audit	150
Utility Revenue	Review addresses where an AOG meter is installed without an associated City water meter.	Internal Audit	100
Cash Handling Rotational Review	Follow-up and perform a general review of cash handling internal controls at the following departments – Court, Collections, and Sanitation.	Internal Audit	150
Police IT Survey	Review the City's Police IT Department's internal operations considering items such as change management, security, network processes, business continuity management, etc. Compare the prior year General IT Department survey.	Internal Audit	60
Journal Entries	Implement ongoing, automated data mining of journal entry transactions to identify transactions in need of further review.	Re-occurring/Continuous Monitoring	50
Scale House	Implement ongoing, automated data mining of	Re-	100

Project Name	Anticipated scope	Project Area	Estimate of Hours
Collections	scale house transactions to support sanitations goals and objectives with cash handling including review of selected contracts.	occurring/Continuous Monitoring	
Petty/Surprise Cash	Surprise cash counts throughout all City departments including both active drawers and petty cash funds for approximately 24 times during the year. *New for this year*, IA will also be reviewing completed cash count sheets during the surprise counts to support ongoing internal control testing.	Re-occurring/Continuous Monitoring	100
Police – Drug Buy Money	Annual audit of the Police Department's cash handling operations.	Re-occurring/Continuous Monitoring	20
Homestead Credit Monitoring	Monitoring of certain properties for the correct reporting and selection of homestead credits with the county as recommended by Internal Audit.	Re-occurring/Continuous Monitoring	10
Ghost Employee	Examine the City's human resource and payroll records for unusual activity and potential areas of ghost employees. The examination will include distributing payroll checks to 2 departments during the year as well as analysis of City human resource and payroll data.	Re-occurring/Continuous Monitoring	50
Sole Source Vendors	Implement ongoing, automated data mining of sole source vendor information to support purchasing goals and objectives.	Re-occurring/Continuous Monitoring	100
Inventory Counts	Perform surprise inventory counts of 4 locations during the year (approximately 3-6 total visits). Also, perform a year-end inventory at the Utility Department.	Re-occurring/Continuous Monitoring	50
Construction Contract Management	Assess the policies, procedures, and internal controls around the construction contract process from start of the contract to final approval and closure. Various active and close contracts will be examined during testing.	Internal Audit	205

Project Name	Anticipated scope	Project Area	Estimate of Hours
Economic Conditions Report	Present a brief, visual report of key economic conditions to the audit committee as requested.	Consulting and Support	125
Green Initiative - Paper	Review the general levels of paper usage throughout the City. Consider the processes requiring paper usage and if any alternatives exist to reduce paper usage.	Consulting and Support	50
Internal Control Training	Assist management in completing 2 internal control training seminars for various City staff. The training seminars include feedback, interaction, and case studies along with handouts covering the material presented.	Consulting and Support	80
		Total (Estimated)	1,500

ORDINANCE NO. _____

AN ORDINANCE DECLARING AN EXCEPTIONAL CIRCUMSTANCE

AND AUTHORIZING CONTINUATION OF THE AGREEMENT WITH

DATA-TRONICS CORP.

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

SECTION 1: The City Administrator is hereby authorized to continue the agreement between the City of Fort Smith and Data-Tronics Corp. for the period January 1, 2014 through December 31, 2014, which agreement authorizes Data-Tronics Corp. to provide data processing services to the City at the rates indicated in the Data Processing Service Schedule attached hereto.

SECTION 2: It is determined that an exceptional circumstance exists with reference to the City's data processing services arrangement with Data-Tronics Corp. The exceptional circumstances relate to the continuous nature of the services provided, the confidentiality involved in the handling of the data being processed and the availability of sources for the services as indicated by former evaluations. By reason of said exceptional circumstances, it is determined that competitive bidding is not feasible and the contract should be continued.

THIS ORDINANCE ADOPTED THIS 3rd DAY OF DECEMBER 2013.

APPROVED:

_____

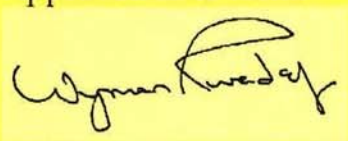
MAYOR

ATTEST:

_____

City Clerk

Approved as to form:



_____

No Publication Required

MEMORANDUM

November 20, 2013

TO: Ray Gosack, City Administrator,

FROM : Kara Bushkuhl, Director of Finance Kara

SUBJECT: Annual Data-Tronics Contract Renewal

Attached is correspondence from Ms. Cindy House of Data-Tronics regarding the renewal of the contract between the City and Data-Tronics for providing data processing services. DTC has indicated that there will be no increase for 2014.

I recommend the continuation of the contract with Data-Tronics and respectfully request that the attached ordinance be approved. If you have any questions, please let me know.

November 22, 2013

Ms. Kara Bushkuhl
Director of Finance
City of Fort Smith
P. O. Box 1908
Fort Smith, AR 72902

Dear Kara:

As specified under the "Term" of the contract between Data-Tronics Corp. and the City of Fort Smith, the Data Processing agreement will automatically renew on January 1, 2014, unless either party has previously provided the other with an eighteen month advance notice in writing of canceling the agreement.

Each year at this time we review our contract with the City of Fort Smith. This year Data-Tronics Corp. will be not be taking a rate increase. I have enclosed two copies of the 2014 Data Processing Service Schedule. Please sign both copies and return them to me for Data-Tronics to sign. I will return a signed copy of the schedule for your files.

As always, we appreciate your business. The City of Fort Smith is one of our most valued customers, and we are always willing to assist you in any way possible. Please feel free to call me if you have any questions.

Sincerely,

Cindy House

Cindy House
Manager, Information Services

encl

Data Processing Service Schedule

This Schedule constitutes part of the Agreement between Data-Tronics Corp. and the City of Fort Smith, dated September 8, 1980, and replaces the Data Processing Service Schedule with the effective date of January 1, 2013, and Contract Supplements thereto. These rates become effective January 1, 2014.

			2014 Rates	
I.	APPLICATION PROCESSING			
A.	Municipal Utility Billing			
	1.	Normal Processing		
		A. Base Processing Charge	$14,718.73	Per Month
		B. Active Service Agreements	$0.1321	Per Account
		C. Service Points with Meter	$0.0881	Per Meter
		D. Account Transactions	$0.0352	Per Trans
B.	General Ledger			
	1.	Normal Processing		
		A. Online Processing	$1,391.31	Per Month
		B. Online Transactions	$0.0444	Per Trans
		C. Standard Reporting	$1,172.35	Per Month
C.	Accounts Payable			
	1.	Normal Processing		
		A. Online Base Charge	$724.43	Per Month
		B. Regular Batch Processing	$307.36	Per Month
		C. Online Transactions	$0.1738	Per Trans
		D. Checks	$0.6393	Per Check
D.	Payroll			
	1.	Normal Processing		
		A. Online Base Charge	$819.43	Per Month
		B. Standard Monthly Reporting	$1,266.39	Per Month
		C. Payroll Checks	$0.6423	Per Check
		D. Quarterly Reporting	$148.98	Per Quarter
		E. Annual Reporting	$893.92	Per Year
E.	Miscellaneous Accounts Receivable			
	1.	Normal Processing		
		A. Online Base Charge	$487.00	Per Month
		B. Online Transactions	$0.0500	Per Trans
		C. Statements	$0.4746	Per Stmt
		D. A/R Online Landfill Transactions	$0.0481	Per Trans
F.	Miscellaneous Receipts and Privilege License (Collections) System			
	1.	Normal Processing		
		A. Online Base Charge	$496.58	Per Month
		B. Online Transactions	$0.0531	Per Trans
		C. Standard Batch Reporting	$845.30	Per Month
		D. Statements	$0.5028	Per Stmt
	2.	On Request		

		A. Business Registration Forms	$0.0442	Per Form
G.	Sanitation Accounts Receivable			
	1.	Normal Processing		
		A. Online Base Charge	$429.64	Per Month
		B. Regular Batch Processing	$343.69	Per Month
		C. Online Transactions	$0.0498	Per Trans
	2.	Annual Processing		
		A. Annual Origin Location Report	$126.98	Per Run
	3.	On Request		
		A. List of Sanitation Customers by Route	$39.96	Per Run
II.	MAILING LABELS			
	A.	Mailing Labels	$0.0486	Per Label
III.	NETWORK			
	A.	Internet System Support	$515.00	Per Month
	B.	Service Provider License Agreement	$412.00	Per Month
	C.	Annual P-Synch License Maintenance Fee	$262.50	Per Year

ATTEST: _____ By: _____

Title: _____

Date: _____

ATTEST: _____ By: _____

Title: _____

Date: _____

Data Processing Service Schedule

This Schedule constitutes part of the Agreement between Data-Tronics Corp. and the City of Fort Smith, dated September 8, 1980, and replaces the Data Processing Service Schedule with the effective date of January 1, 2013, and Contract Supplements thereto. These rates become effective January 1, 2014.

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			B. Active Service Agreements	$0.1321	Per Account
			C. Service Points with Meter	$0.0881	Per Meter
			D. Account Transactions	$0.0352	Per Trans
	B.	General Ledger			
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			A. Online Processing	$1,391.31	Per Month
			B. Online Transactions	$0.0444	Per Trans
			C. Standard Reporting	$1,172.35	Per Month
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			D. Checks	$0.6393	Per Check
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			C. Payroll Checks	$0.6423	Per Check
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			E. Annual Reporting	$893.92	Per Year
	E.	Miscellaneous Accounts Receivable			
		1.	Normal Processing		
			A. Online Base Charge	$487.00	Per Month
			B. Online Transactions	$0.0500	Per Trans
			C. Statements	$0.4746	Per Stmt
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		1.	Normal Processing		
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			B. Online Transactions	$0.0531	Per Trans
			C. Standard Batch Reporting	$845.30	Per Month
			D. Statements	$0.5028	Per Stmt
		2.	On Request		

		A. Business Registration Forms	$0.0442	Per Form
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	1.	Normal Processing		
		A. Online Base Charge	$429.64	Per Month
		B. Regular Batch Processing	$343.69	Per Month
		C. Online Transactions	$0.0498	Per Trans
	2.	Annual Processing		
		A. Annual Origin Location Report	$126.98	Per Run
	3.	On Request		
		A. List of Sanitation Customers by Route	$39.96	Per Run
II.	MAILING LABELS			
	A.	Mailing Labels	$0.0486	Per Label
III.	NETWORK			
	A.	Internet System Support	$515.00	Per Month
	B.	Service Provider License Agreement	$412.00	Per Month
	C.	Annual P-Synch License Maintenance Fee	$262.50	Per Year

ATTEST: _____ By: _____

Title: _____

Date: _____

ATTEST: _____ By: _____

Title: _____

Date: _____

9H

RESOLUTION _____

A RESOLUTION TO ACCEPT THE BIDS AND AUTHORIZE CONTRACT FOR 2013 STREET STRIPING REPLACEMENT
PROJECT NO. 13-85-A

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

SECTION 1: The bid of Advanced Workzone Services, LLC received November 19, 2013, for the 2013 Street Striping Replacement, Project No. 13-85-A, in the amount of $28,472.69 be accepted.

SECTION 2: The Mayor is authorized to execute a contract with Advanced Workzone Services, LLC subject to the terms set forth in Section 1 above.

SECTION 3: Payment for construction authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this _____ day of December, 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____
No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

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

DATE: November 19, 2013

SUBJECT: 2013 Street Striping Replacement
Project No. 13-85-A

The above subject project includes the replacement of street striping at various locations as noted on the attached list. The total length of street striping is approximately 87,000 feet.

The list of striping was determined by the Street Operations Department. Contract bid documents were prepared by the Engineering Department. An advertisement was published and bids were received on November 19, 2013. Two contractors requested the bid documents and two bids were received which are summarized as follows:

CONTRACTOR	AMOUNT
Advanced Workzone Services, LLC Muskogee, OK	$ 28,472.69
Time Striping, Inc. Van Buren, AR	$ 40,331.60
Engineer's Estimate	$ 57,000.00

I recommend that the lowest bid be accepted and that the contract be awarded to Advanced Workzone Services, LLC. The estimated notice to proceed date for this contract is January 6, 2014. Based on the contract duration of 120 days, the estimated completion date would be May 5, 2014.

Attached is a Resolution to accomplish the above recommendation. Funds are available in the Sales Tax Program (1105) for the construction.

c: Greg Riley, Street Operations Dept.

Attachment "A"
2013 Striping List

Feet	Yellow Paint (4") & Pavement Marking Removal (4")				
950	North "H" St	From	N. 4th. St	To	N. 16th. St
1460	N. 13th. St	From	North "O" St	To	Garrison Ave
642	Kelley Hwy.	From	N. 6th. St	To	N. 27th. St
4424	Harriet Ln.	From	N. 6th. St	To	Newlon Rd
1190	Newlon Rd.	And	N. 6th. St	At	Intersection
4788	Dallas St.	From	S. 74th. St	To	S. 80th. St
			Match Existing Striping At S. 74th. St		
1520	Kinkead Ave	From	Waldron Rd.	To	Albert Pike Ave
100	Kinkead Ave	And	Waldron Rd.	On	East side Of Int.
1640	Free Ferry Rd	From	Waldron Rd.	To	Albert Pike Ave
2010	Free Ferry Rd	From	Albert Pike Ave	To	Rogers Ave
1190	Dallas St.	From	S. 92nd. St	To	Meandering Way
954	Texas Rd.	From	Hwy. 271	To	Cavanaugh Rd
2862	Phoenix Ave	From	S. 46th. St	To	I-540 Overpass
4220	Phoenix Ave	From	Wheeler Ave	To	Stateline Rd
4744	Meandering Ave	From	Rogers Ave	To	Dallas St
490	South "B" St	From	Wheeler Ave	To	S. 74th. St
204	Navy Rd	And	Wheeler Ave	At	Intersection
33388	Total Yellow Paint & Pavement Marking Removal (4")				

Feet	White Paint (4") & Pavement Marking Removal (4")				
199	Kelley Hwy.	And	N. 6th. St	At	Intersection
237	Newlon Rd	And	N. 6th. St	At	Intersection
125	Free Ferry Rd	And	Waldron Rd	At	Intersection
285	Free Ferry Rd	And	Rogers Ave	At	Intersection
560	Phoenix Ave	From	S. 46th. St	To	I-540 Overpass
136	Phoenix Ave	From	Wheeler Ave	To	Stateline Rd
90	Meandering Way	And	Houston St	At	Intersection
91	Meandering Way	And	Rogers Ave	At	Intersection
82	Navy Rd	And	Wheeler Ave	At	Intersection
1805	Total White Paint & Pavement Marking Removal (4")				

Feet	Yellow Paint (4")				
662	Reed Ln	From	N. 6th. St	To	Rail Road Tracks
1694	North "O" St	From	N. 41st. St	To	N. 12th. St
22942	Kelley Hwy.	From	Midland Blvd	To	N. 58th. St
16672	N. 6th. St	From	Spradling Ave	To	Divison St
2584	N. 6th. St	From	Harriet Ave.	To	Riverfront Dr
160	S. 23rd. St	From	South "I" St	To	Dodson Ave
160	Geren Rd.	From	Hwy. 271	To	End Of Road
140	S. 28th. St	From	Hwy. 71	To	New Asphalt
600	South "F" St	From	S. 6th St	To	Wheeler Ave
45614	Total Yellow Paint (4")				

Attachment "A"
2013 Striping List

Feet	White Paint (4")				
332	Dallas St	From	S. 74th. St	To	S. 80th. St
329	N. 6th. St	And	Spradling Ave	At	Intersection
347	N. 6th. St	From	Harriet Ave.	To	Riverfront Dr
5514	Kelley Hwy	From	Midland Blvd	To	N. 58th. St
6522	Total White Paint (4")				

Total Pavement Marking Removal (4"):	35193 feet
Total Yellow Paint (4"):	79002 feet
Total White Paint (4"):	8327 feet

RESOLUTION _____

A RESOLUTION AUTHORIZING AMENDMENT NUMBER TWO TO THE DESIGN AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY OF FORT SMITH, ARKANSAS FOR DESIGN FOR THE MAY BRANCH, FORT SMITH, ARKANSAS PROJECT

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

SECTION 1: The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, amendment number two to the Design Agreement between the Department of the Army and the City of Fort Smith, Arkansas for design for the May Branch, Fort Smith, Arkansas project.

This resolution adopted this _____ day of December, 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____
NPR

MEMORANDUM

To: Ray Gosack, City Administrator

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

Subject: May Branch Design Agreement with U.S. Army Corps of Engineers

Date: November 21, 2013

The May Branch Drainage project is a cost shared project between the U.S. Army Corps of Engineers (USACOE) and the City to reduce flooding along the May Branch drainage way. The project limits extend from Park Avenue approximately 2.8 miles to the Arkansas River as shown on the attached sketch. The project consists of constructing a drainage channel to replace the existing deteriorated and hydraulically inadequate concrete pipe.

The resolution authorizing an agreement with the USACOE to begin design of the May Branch project was approved on October 7, 2008. Payment of the City's estimated share for the design cost in the amount of $554,000 was made to the USACOE.

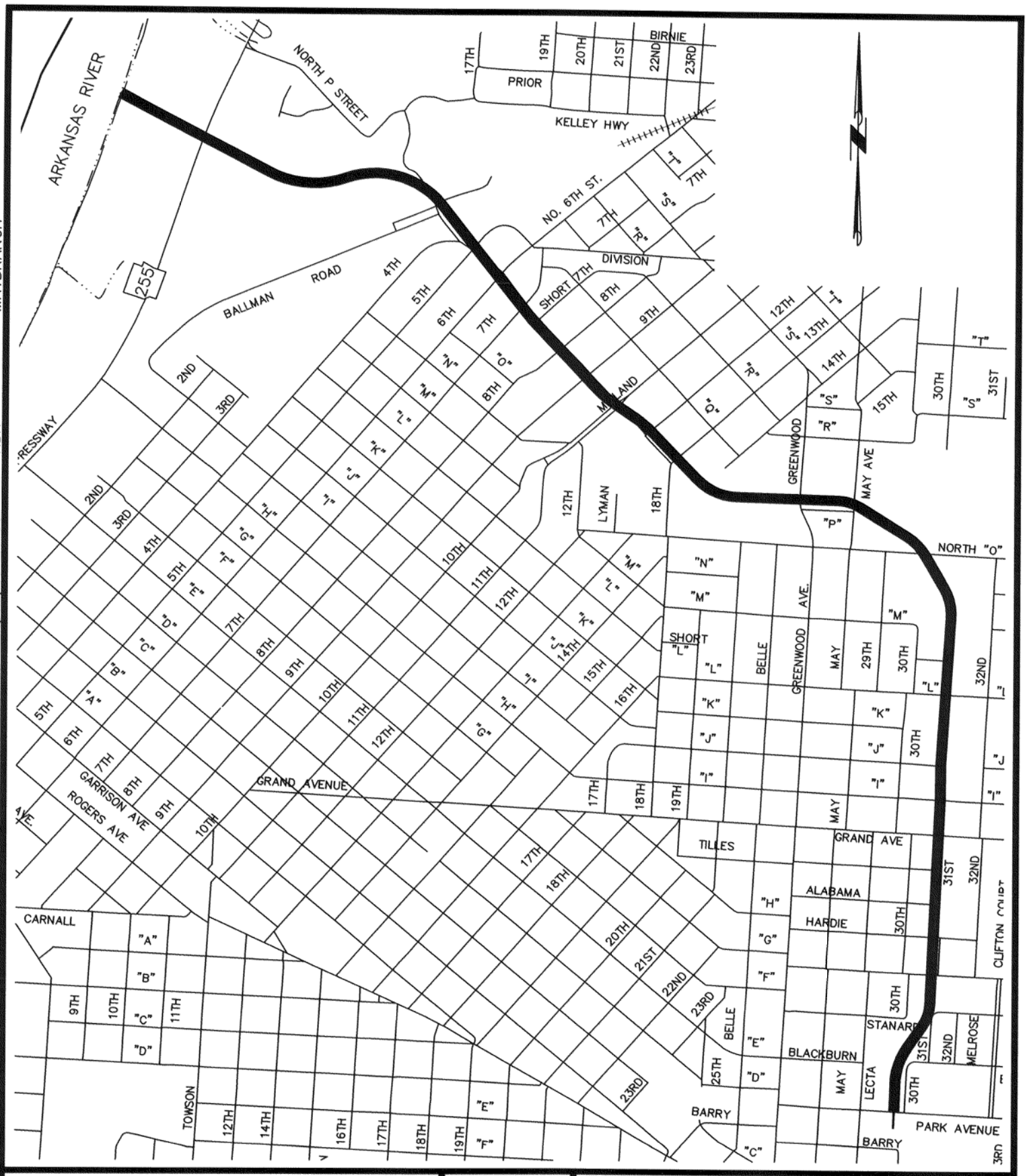
On July 19, 2011, Amendment Number One to the design agreement was approved. This amendment was needed in order to continue design of the May Branch project due to a lack of matching federal funding. This amendment allowed accelerated use of the previously deposited $554,000 so that the design of the project would not stop.

Amendment Number Two will allow the design to be completed using only City funding as there continues to be inadequate federal funding. This second design amendment will allow the most downstream section of the project (from approximately N. 7th Street to the river) to be designed/constructed entirely with City funds with an agreement that the City's cost would be credited towards the future cost sharing on the project when or if federal funds become available. The estimated cost to complete the design is $500,000. Construction of the lower section will reduce flooding for both the lower May Branch area and the Town Branch sub basin. The anticipated construction will follow preparation of final plans, right of way acquisition and utility relocations. The construction for this downstream reach is estimated to start in late 2016.

Attached is a Resolution to authorize the Mayor to execute the second amendment. I recommend approval of the Resolution.

Enclosure

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



MAYBRANCH DRAINAGE PROJECT

The City of Fort Smith ARKANSAS

Project:	
Date:	NOV. 2013
Scale:	NONE
Drawn By:	RBR

9J

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FRONTIER ENGINEERING, INC. FOR THE DESIGN OF THE WEST RIVER TRAIL

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

The Mayor is hereby authorized to execute an agreement for professional services with Frontier Engineering, Inc. for the design of the West River Trail Project No. 14-02 for an amount not to exceed $156,000.00.

This Resolution adopted this _____ day of December, 2013.

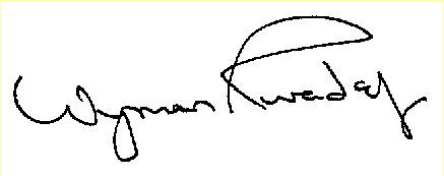
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM



_____npr

PARKS RECREATION
FORT SMITH

Memo:

November 26, 2013

To: Ray Gosack, City Administrator
From: Mike Alsup, Parks and Recreation Director
Re: River West Trail, professional services contract

The Trails and Greenways Master Plan recognizes the River West Trail as a near term trail signifying its importance within the system. This trail will connect Harry E. Kelley River Park and Fort Smith Park following the Arkansas River, the Rice Carden Levee Trail, and Riverfront Drive. This two mile portion of the trail is funded through a Walton Family Foundation grant and the City's sales and use tax. It will connect Harry E. Kelley River Park and the Rice Carden Levee Trail.

Frontier Engineering has been selected for this project due to their experience in parks facilities design and construction, their appreciation of the trails plan, and their knowledge of the properties along the Arkansas River. Frontier has a good working knowledge of the Trails and Greenways Master Plan and its value to the city and region. Frontier proposes to join efforts with Tim Risley and Associates and Mickle Wagner, Coleman Engineers for this project. The total cost for these services is not to exceed $156,000.

It is anticipated that the project will be ready to bid in May with construction beginning this summer. The project is expected to take approximately one year to build. The contract for services includes concept design, construction documents, and ends with completion of construction of the trail.

It is especially important that this trail is well planned, built, and maintained as trails of this type are significant contributors to economic development; the riverfront is poised for development. This trail meets goals expressed in the Comprehensive Plan concerning parks and the riverfront, the Trails and Greenways Master Plan, and the Riverfront Master Plan.

Please call me if you have any questions.

AGREEMENT

BETWEEN

CITY OF FORT SMITH, ARKANSAS

AND

FRONTIER ENGINEERING INC.

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____ between the City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER) and Frontier Engineering, 3004 Briar Cove, Fort Smith, Arkansas 72903 (ENGINEER).OWNER intends to __Design and construction of the River West Trail__ (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICE OF ENGINEER

1.1 General.

ENGINEER shall:

1.1.1. Perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.1.2. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.

1.1.3. Advise OWNER as to the necessity of OWNER's providing data or services of the type described in SECTION 3 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.

1.1.4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the Project, or portions thereof.

1.2 Concept Design Phase.

1.2.1. After written authorization to proceed with the Concept Design Phase, ENGINEER shall:

1.2.1.1. Develop a program for subsurface investigations and material testing and submit to OWNER for approval. Upon approval of program, conduct subsurface investigations including borings, subsurface explorations, sampling, laboratory and field tests, and professional interpretation of all of the foregoing subsurface data.

1.2.1.2. Perform all field surveys necessary for the design of the Project, including but not limited to cross-sections, topographic, utility, property, boundary, easement and right-of-way surveys.

1.2.1.3. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.

1.2.1.4. Prepare a Report which will, as appropriate, contain schematic layouts, conceptual design criteria, and conceptual plans to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. Concept plan documents will consist of topographic base sheets showing existing conditions, proposed concept plans,

sections and details as outlined in Exhibit A. This report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution recommended for the Project with each component separately itemized, including the following: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and other related services provided by ENGINEER.

1.2.1.5. Furnish three copies of the concept plans and documents and present and review them in person with OWNER.

1.2.2. The duties and responsibilities of ENGINEER during the Concept Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matter".

1.2.3. ENGINEER's services under the Concept Design Phase shall each be considered complete at the earlier of (1) the date when the submissions have been approved by OWNER or (2) thirty days after the date when submissions are delivered to OWNER for approval. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.3 Preliminary Design Phase

1.3.1. After acceptance by OWNER of the Report and Concept plans, selection by OWNER of a recommended solution, indication of any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER to proceed with Preliminary Design Phase, Engineer shall:

1.3.1.1. On the basis of the above selection of a recommended solution and specified modifications, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, special conditions and design data.

1.3.1.2. Where additional right-of-way is required, prepare right-of-way plans with sufficient details and dimensions to allow Owner to evaluate proposed easements and right-of-way.

1.3.1.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.1.4. Furnish three copies & one reproducible set of the above preliminary design documents and present and review them in person with OWNER.

1.3.2. The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matter".

1.3.3. ENGINEER's services under the Preliminary Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been approved by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final approval, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.4 Final Design Phase.

1.4.1. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER to proceed with Final Design Phase, ENGINEER shall:

1.4.1.1. On the basis of the approved preliminary design documents, with indicated modifications, and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.1.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.1.3. Revise and/or finalize right-of-way plans with sufficient details and dimensions to allow OWNER to prepare legal descriptions for Easement or Right-of-way.

1.4.1.4. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.1.5. Prepare for review and approval by OWNER, his legal counsel and other advisors, bid forms, and Special Conditions of the contract. Also, assist in the preparation of other related documents.

1.4.1.6. Furnish three copies & one reproducible set of the full-size plans and one reproducible set of the reduced-sized plans and present and review them in person with OWNER.

1.4.2. The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemental as indicated in Exhibit A "Further Description and Basic Engineering Services and Related Matters".

1.4.3. ENGINEER's services under the Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been approved by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final approval, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.5 Bidding or Negotiating Phase.

1.5.1. After approval by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall:

1.5.1.1. Attend Pre-Bid conference, if any.

1.5.1.2. Upon request by OWNER, provide interpretation to OWNER of bid forms, plans and Special Conditions in response to questions by CONTRACTORS. Provide additional data and assist in preparation of Addenda, as appropriate to clarify, correct, or change the Bidding documents, for issuance by OWNER prior to receipt of construction bids.

1.5.1.3. Attend the bid opening.

1.5.1.4. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.1.5. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.2. The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5.3. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

1.6 Construction Phase.

1.6.1. The Construction Phase will commence with the execution of the first prime contract for the work of the Project or any part thereof, and will terminate upon the latter of submittal of completed Record Drawings or approval by OWNER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract. During the Construction Phase ENGINEER shall:

1.6.1.1. Participate in Pre-Construction conference prior to commencement of construction.

1.6.1.2. Upon request by OWNER, consult with and advise OWNER on matters described in the Contract Documents.

1.6.1.3. Erect or install sufficient control monuments, reference points and base lines to enable the Contractor(s) to proceed with the layout of the work.

1.6.1.4. Upon request by OWNER, consult and advise OWNER on necessary clarifications and interpretations of the Plans and Special Conditions as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Plans and Special Conditions.

1.6.1.5. Attend Project meetings as requested by OWNER, and make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and

inform the OWNER of work failing to conform to the Contract Documents. The ENGINEER shall maintain a log of the site visits showing date, time of arrival and departure, purpose of the visit, and the person contacted (inspector, contractor, superintendent, etc.). A copy of the log shall be provided monthly to the OWNER.

1.6.1.6. Review and approve (or take the appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given to the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.6.1.7. In conjunction with OWNER, conduct both an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents to the best of the ENGINEER's knowledge and based upon the extent of the services provided by ENGINEER under this agreement.

1.6.1.8. Prepare for OWNER a set of reproducible original drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by OWNER or gathered by ENGINEER.

1.6.2. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1.1 through 1.6.1.8, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.3. The duties and responsibilities of ENGINEER during the Construction Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters". These services will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services resulting from significant changes in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNERS's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3. Services resulting from the award of additional prime contracts for construction of the project.

2.1.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.5. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.6. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.7. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

2.1.8. Furnishing services of ENGINEER’s Consultants for other than Basic Services.

2.1.9. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; and furnish copies of design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.

3.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advise of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, render decisions relative to the Project, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.9. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

3.12. Prepare Easement or Right-of-Way Deeds for and obtain additional rights-of-way required for the Project.

3.13. Compile and print contract documents, specifications and construction plans; prepare and publish an Advertisement for Bids; receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the OWNER's governing body for approval of construction and testing contracts.

3.14. Compile contracts, bonds, certificates of insurance and other related contractual documents for review by the OWNER's legal counsel and execution by the appropriate parties.

3.15. Schedule and conduct the pre-construction conference and issue the construction notice to proceed.

3.16. Prepare and obtain execution of periodic construction pay estimates, change orders, field change orders, final pay estimates and related documents.

3.17. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples and materials required by the Contract Documents during the Construction Phase with professional interpretation thereof.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.3 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days after completion of the Final Design Phase, ENGINEER may request that his services be suspended under this Agreement.

4.4 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written request to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for in Appendix C of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (except as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees times ENGINEER's Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates" for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. For ENGINEER's Consultant charges the OWNER shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00. The maximum payment to the ENGINEER for Basic Services and Reimbursable Expenses under this Agreement shall not exceed __$156,000.00__.

5.1.1.1. Payment Schedule. Payment for a specific phase shall not exceed the following scheduled amount prior to completion of that phase:

Concept Design Phase (Sec.1.2)	$ 36,000.00
Preliminary Design Phase (Sec. 1.3)	$ 44,000.00
Final Design Phase (Sec. 1.4)	$ 60,000.00
Engineering Design Subtotal	$ 140,000.00
Bidding or Negotiating Phase (Sec. 1.5) and Construction Phase (Sec. 1.6)	$ 9,000.00
Right-of-way Monumentation (Exhibit A.3.e) and Record Drawings (Sec. 1.6.1.8)	$ 6,000.00
Reimbursables (Sec. 5.4.2)	$ 1,000.00
Total Contract Amount	$ 156,000.00

5.1.2. For Additional Services. Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by OWNER prior to rendering of same. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For services of ENGINEER's employees engaged directly on the Project pursuant to paragraphs 2.1.1 through 2.1.9, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees time Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates", with the maximum amount paid not to exceed the amount approved by OWNER.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.8, the amount billed to ENGINEER therefor times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.6, at the Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates". Compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will also be the Hourly Rates as shown on the attached Exhibit C, Engineer's Hourly Rates".

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of Reimbursable expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the OWNER prior to the incurrence of such expenses.

5.1.4. The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.2 Times of Payment.

ENGINEER shall submit statements no more than monthly for Basic and Additional Services rendered an amount based on ENGINEER's Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates" for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the project. OWNER shall make payment of approved amounts within 30 days after receipt of the statements.

5.3 Other Provisions Concerning Payments.

In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for approved services rendered during that phase on the basis of Hourly Rates as shown on the attached EXHIBIT C, "Engineer's Hourly Rates" for approved services rendered during that phase to date of termination by

principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.

5.4 Definitions.

5.4.1. The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: (1) printing and reproduction costs in excess of that specified in Sec. 1; and (2) utility line excavation and backfill required in paragraph 4 of Exhibit A. Any and all expenditures for Reimbursable Expenses must be approved by the OWNER prior to rendering or obtaining same. Additionally, the following items, not all inclusive, are not considered Reimbursable Expenses: mileage and transportation, subsistence, toll telephone calls, postage and overtime salary costs.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Use of Documents.

6.2.1 All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.

6.2.2. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

6.3 Controlling Law.

This Agreement is to be governed by the law of the City of Fort Smith, County of Sebastian and/or State of Arkansas.

6.4 Successors and Assigns.

6.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent

ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.7 Access To Records.

The ENGINEER and any Subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the OWNER, or any governmental agency providing any portion of project funding, and copies thereof shall be furnished, if requested.

6.8 Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

6.9 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

SECTION 7 - EXECUTION

7.1 This Agreement (consisting of pages 1 through 15, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER:

Frontier Engineering, Inc.

_____

_Bobby Aldridge, P.E., President

CITY OF FORT SMITH, ARKANSAS

BY:

_____ Mayor

ATTEST:

_____
City Clerk

TRAIL/WALKWAY CONSTRUCTION PROJECT
EXHIBIT "A"

Further Description of Basic Engineering Services and Related Matters.

1. **Scope**

The Basic Services of the Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 1 of the Agreement are stipulated as indicated below.

2. **Topographic Surveys**

a. Establish base line (with references) along proposed walkway. Set monuments on centerline at 800 foot intervals and, if necessary, at intervisible points between, with a minimum of 2 monuments per site. Survey control shall be established on the City Fort Smith Coordinate System.

b. Locate all structures, streets, driveways, storm drains and other features within 75 feet of centerline plus additional structures from parcels from which acquisition will be made.

c. Cross section centerline at 1,000 foot intervals, plus breaks, for a width of 75 feet to verify accuracy of aerial photography.

d. Profile existing driveways.

e. Cross section areas in the vicinity of drainage channels. Determine flow line elevations of all drainage facilities (pipes, inlets, ditches, etc.).

f. Set temporary bench marks at approximately 1,000 foot intervals.

g. All surveys to be performed to a minimum of third order accuracy.

3. **Right-of-Way Surveys**

a. Owner will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements.

b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.

c. Reference existing monuments for replacement after construction.

d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points. A full restaking of right-of-way and easements shall be completed for acquisition and/or construction purposes.

e. All surveys and related right-of-way work shall conform to the Arkansas Minimum Standards for Property Boundary Surveys and Plats, Revised May 21, 2009.

f. Survey control shall be based on the City of Fort Smith State Plan Coordinate System.

4. **Utility Surveys and Coordination**

a. Obtain location and size of existing overhead and underground utilities from the utility companies.

b. Field locate utilities within the project area. Where conflicts with new construction will occur, determine elevations of existing utilities by excavation methods.

c. Using utility field survey data, plot existing utilities on plans.

d. Attend meetings with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. A City representative will arrange all meetings with utility companies.

e. Review utility adjustment plans and costs with City to determine most feasible combination of street and drainage construction and/or utility relocation to be utilized. Prepare construction plans as directed by City to accommodate utility relocations, including identification of utility easements on right-of-way plans. Final plans shall indicate the location and extent of proposed utility relocations.

5. **Geotechnical Investigations**

a. Perform geotechnical investigations in accordance with City of Fort Smith criteria.

b. Perform sampling of subgrade soils by boring and excavation of test pits. A minimum of one boring or test pit shall be provided for every 400 lineal feet of street, and locations of structures. A test pit shall be completed for every 4 borings taken.

c. Perform soil tests providing data regarding soils unit weight, moisture contents, moisture density curves, chemical composition, gradations, plasticity, and soil classifications among other appropriate tests, including tests for suspected hazardous substances, for each sample. Soil classifications and plasticity to be completed on each type of soil encountered in each boring for depths between subgrade to 10' below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils.

d. From soil samples, determine locations for further sampling (anticipate fill areas and inadequate soil removal areas are to be excluded) for load bearing strength (CBR) tests. CBR tests are to be done on representative subgrade soils.

e. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, utilization of geotextile/geogrid materials for stabilization, and/or other construction methods or materials to achieve a stable subgrade.

f. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

6. **Conceptual Design Phase** -

a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals ~~40~~ 50 feet or larger and vertical scale to be 1 inch equals 5 feet.

b. Prepare plans and data including the following information:

(1) Survey data, centerline and stations, existing improvements, boring locations, bench marks, existing and proposed right-of-way, temporary construction easements and structures.

(2) Proposed centerline, pavement configuration, and profile grades for streets. Identify sidewalk locations.

(3) Establish typical pavement sections including alternate designs.

(4) Soils boring information including existing pavement sections. Soils laboratory data, including CBR tests, are not required in the concept phase.

(5) Drainage information on concept plans shall include approximate location, size and type of structures and storm drain systems. A drainage area map shall be furnished. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50 and 100 year design storms. Owner will provide storm water data, as available, for primary drainage ways.

(6) Prepare cost estimates for primary and alternate designs including unit cost and total cost of alternate roadway and pavement sections.

(7) Identify water and sanitary sewer facilities requiring relocation.

(8) Prepare photo mosaic overlay for Owner's presentation requirements. Overlay shall identify right-of-way, outline of street and major improvements and area features.

(9) Provide report outlining recommendations, summarizing criteria, calculations, and other project information.

7. **Preliminary Design Phase** -

a. Prepare preliminary plans, documents and data as follows:

(1) Design and layout all proposed ~~street~~ trail/walkway horizontal and vertical alignment on plan and profile sheets.

(2) Design and prepare typical ~~street~~ paving sections. ~~for all streets.~~

(3) Plot existing cross sections~~, including driveway and cross streets.~~

(4) Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.

(5) Prepare plans and details of City owned water and sanitary sewer facilities which require relocation to accommodate construction of the ~~street~~ trail/walkway and drainage improvements.

(6) Provide list of Engineer-developed details to be incorporated into plans.

(7) Draft preliminary notes on plans to fully describe the construction work to be performed.

(8) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.

(9) Prepare preliminary storm water and erosion control plans.

(10) Prepare draft copy of special provisions (special conditions) to the construction specifications.

(11) Prepare cost estimates for preliminary design.

(12) Provide design report including calculations and support data.

b. Prepare right-of-way/easement plans to include the following:

(1) Plans to be drawn at 1" = 50' scale or larger scale.

(2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, addresses, temporary construction easements and related information.

(3) Provide complete information on plans for, and prepare legal descriptions for, acquisition of rights-of-way and easements including residual or severed tracts.

(4) Provide tabulation of tracts, ownerships, and areas (permanent and temporary construction easements) for each acquisition.

8. **Final Design Phase** -

a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, detours and other items.

b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings. The City of Fort Smith Standard Drawings shall be utilized where applicable in lieu of details developed by the engineer.

c. Prepare final special conditions (special conditions) to the construction contract.

d. Calculate construction quantities in accordance with the City of Fort Smith standard construction specifications and format and submit copy of calculations.

e. Provide construction bid proposal form. Provide a computer disk containing the bid proposal form in accordance with City of Fort Smith format(s).

f. Prepare a recommendation of construction contract time.

g. Prepare schedule of construction quality control testing.

h. Prepare construction cost estimate.

i. Prepare design report to include complete calculations and data.

9. **Construction Phase** -

a. Establish centerline (with references) along existing roadway. Set monuments on centerline at ~~400~~ 800 foot intervals and, if necessary, at intervisible points between, with a minimum of 2 monuments per site. Survey control shall be established on the City Fort Smith Coordinate System.

b. Stake construction limits. Larger tracts shall be staked at property lines and at intervisible points.

c. Install right-of-way/easement monuments, consisting of iron rods with aluminum caps, on the right-of-way line at all points of curvature (PC) and tangency (PT) and at intersecting street rights-of-way. Install monuments and marker posts at drainage channel easements. Final monuments to be set one time upon completion of construction.

d. Engineer is prohibited from entering into an agreement with the Contractor for providing construction staking services in relation to this project.

10. **General** -

a. All work designed as part of this contract shall comply with the following documents, including any revisions or errata: City of Fort Smith "Minimum Street Standards" (June 1985), City of Fort Smith "2011 Storm Drainage Standards" (October 2011), City of Fort Smith "Standard Specifications for Public Works Construction" (February 2008), and City of Fort Smith "Standard Drawings" (October 2008).

b Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide plans on computer disk in AutoCAD.DWG, r.14 or higher, format for preliminary and final plans.

c. Record drawings will be provided by the Owner.

d. All lighting installation and relocation is included in the franchise utility relocation.

e. Attend meetings with Owner and Agencies for plan review project coordination, and right-of-way.

11. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER within the following specified times following written authorization to proceed with that phase of services.

Phase	Calendar Days After Receipt of Notice
Concept Phase	45
Preliminary Plans/Documents	105
Final Design	165

12. The ENGINEER should anticipate a 30 calendar day review period by the City staff between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.

13. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract with the exception of demolition of building structures which will be handled as a separate construction contract. Provision of any plans or specifications needed for the demolition contracts will be handled under the Additional Services provision of this contract.

14. OWNER will provide construction administration including obtaining bids for construction and resident inspection of the project(s).

15. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

EXHIBIT "C"

Frontier Engineering, Inc. will perform the services described in the Agreement on an hourly fee basis (Fee Schedule Below), to be billed monthly. The OWNER may terminate all or a portion of the work covered by this Agreement for its convenience. If the Agreement is terminated, the ENGINEER shall be paid for all services rendered through the effective date of termination. The ENGINEER shall stop immediately all Project related activities upon receipt of termination notice. Services not performed will not be completed and will not be billed.

HOURLY FEE SCHEDULE

Principal Engineer……..	$ 110.00/hr.
Project Engineer…….	$ 100.00/hr.
Engineer……..	$ 90.00/hr.
Engineer Intern……...	$ 80.00/hr.
Engineer Technician……..	$ 75.00/hr.
Survey Crew (2-man)…….	$ 150.00/hr.
Drafting Technician……	$ 65.00/hr.
Administrative/Clerical……..	$ 35.00/hr.

RESOLUTION _____

A RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #2 TO THE CONTRACT FOR THE CONSTRUCTION OF THE FORT SMITH LANDFILL SCALE FACILITY

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

SECTION 1: A contract change order amending the City's contract with Steve Beam Construction, Inc. for the construction of the Fort Smith Landfill Scale Facility increasing the contract amount by $80,926.39, to an adjusted contract amount of $3,231,641.81, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute the contract change order approved by Section 1 of this Resolution.

This Resolution adopted this 3rd day of December, 2013.

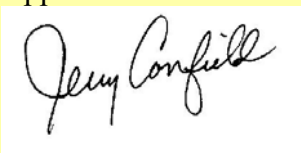
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



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No Publication Required

Fort Smith Department of Sanitation
Responsible Environmental Management

MEMORANDUM

November 27, 2013

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director

Subject: Contract Change Order #2 – Landfill Scale Facility Project

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During the design phase of the landfill scale facility, department staff visited and studied other solid waste disposal sites with a goal to develop a facility in Fort Smith which meets and/or exceeds industry standards. As a result, key design requirements were communicated to the architect and others on the design team. While supporting components were addressed in the design, some of the specialized equipment failed to make it into the bid documents (e.g. areas for electric transaction drawers were designed into the structure but the electric drawers themselves were omitted). Therefore, we are requesting to amend the original contract.

The remaining specialized equipment includes a commercial grade, burglar resistant cash safe, the electric transaction drawers, and a pneumatic tube system to accommodate cash transactions. The pneumatic tube system and safe are time sensitive as Steve Beam Construction (SBC) is currently framing the building, which requires penetration areas for the tubes and wall framing for the safe. Steel frame end caps for the canopies were also excluded from the bid documents and are required for completion of the canopies.

The cost associated with the requested change order includes the additional equipment and end caps estimated at $86,493, less $5,566.61 in electrical savings for a net request of $80,926.39. This project is being funded with cash and does not require issuance of debt. Funding for the request is available in the Sanitation Sinking/Landfill Construction Fund. All parties involved in the project (e.g. department staff, engineers, architect, contractors, etc.) have thoroughly reviewed the remaining portions of the project and do not believe any other substantial change orders will be required.

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

NK

MICKLE WAGNER COLEMAN
ENGINEERS-SURVEYORS

Patrick J. Mickle, P.E.
Neal B. Wagner, PLS
Randell C. Coleman, P.E.
Andrew J. Dibble, P.E.

November 26, 2013

Mr. T. Baridi Nkokheli
City of Fort Smith
Department of Sanitation
5900 Commerce Road
Fort Smith, Arkansas 72916

Re: Dept of Sanitation Scalehouse
Restrooms & Entry Road Project

Dear Mr. Nkokheli:

Change Order # 1 provided more infrastructure for the project. After Change Order #1, we had resolved to acquire certain other hardware associated with the Diebold vacuum "tube" system via methods other than change orders. However, since that time, we have come to realize that another remedy is not an option. This tube system is a necessary component to the operation of the new scale house. In addition, during the course of construction, certain details had to be added for clarification of the structures resulting in some incidental steel fabrication. These too are necessary for the project.

In consideration of these items, the contractor, Steve Beam Construction (SBC) requests a contract amendment in the amount of $80,926.39 The contractor submits this request in anticipation that cost savings may possibly be found in other areas of the project as it progresses.

If you have any questions please give me a call.

Sincerely,

Randell Coleman

Randell Coleman, P.E.

cc: Jeff Lee

f:\doc\letters\landfill co request #2- cfs

MICKLE WAGNER COLEMAN, INC.
3434 Country Club Avenue 72903 • P O Box 1507 72902 • Fort Smith, Arkansas • (479) 649-8484 • Fax (479) 649-8486
info@mwc-engr.com

CONTRACT CHANGE ORDER	Date November 26, 2013
To (Contractor) Steve Beam Construction 7201 South 28th Street Fort Smith, Arkansas 72908	Project: Dept. of Sanitation Scale House, Restrooms & Entry Road Location Fort Smith, Arkansas Contract No. Change Order No. Two

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No. (1)	Description of changes-quantities, units, unit prices, change in completion, schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
H.	Electrical: Revised Electrical drawing sheets E1, E2, E5, E6, E7. (6-26-13) Run primary power to transformer pad at Restroom Building. City will trench primary to new transformer pad.		
	Delete: Reroute of main power per revised drawing, 150 AMP feeder,	12,395.00	
	Add: 200 AMP main disconnect with 150 AMP fuse, meter base/downriser, manual transformer switch, one generator connection point, two vending machine recpts 48" AFF, TV recpts at 96" AFF		4,883.20
I.	Concrete: Revised Civil drawings sheets C2, C3, C4, C6, C7, C9, C10, C11, C16, C17 (7-24-13)		
	Add: second concrete transformer pad for bathrooms, increase parking area for ADA parking space to Van Accessible		1,831.80
J.	Plumbing: Revised Plumbing drawings P2, P3, P4 (7-30-13)		1,479.00
	Add: Second HB to Bathroom building, additional ADA mounting brackets at Men's Restroom for (1) additional urinal & stool		
K.	Building: Per Jeff Lee Architecture		1,381.94
	Add: KNOX box & one 5 lb. ABC fire extinguisher		
L.	Credit: SBC expense charge for damage to fiber optic lines during excavation	2,747.55	
M.	Purchase Diebold Equipment per City of Fort Smith: a) 3 Lane VAT 23 GX Overhead System b) Three Operators Units c) Three Customer Units d) Three Blower housed in customer units & controls e) 4.5" Steel Tubing f) Three 2-way Video, CCTV & 10.4" Operator Monitor g) 816 Audio with two operators points h) Two Electric Transaction Drawers with Audio i) Fire Insulated Vault Door j) Four hour fire rating k) Include options in proposal l) SBC supplied base pedestal m) Point estimated 50 lf vacuum tube		72,573.00
N.	Design Change in Light Weight Frame at Scale House a) Add 6 in. box header at parapet wall per Jeff Lee		375.00

CONTRACT CHANGE ORDER		Project: Dept of Sanitation Scale House, Restrooms & Entry Road	
		Contract No.	
		Change Order No.	Two
O.	Supply & install steel frame end caps at Bathroom Canopy & Scale House Canopy		6,045.00
P.	Supply & install Drop Deposit Safe		7,500.00
	Change in contract price due to this Change Order:		
	Total decrease	$ 15,142.55	xxxxxxxxxxxxxxxxx
	Total increase	xxxxxxxxxxxxxxxxx	$ 96,068.94
	Difference between Col (3) and (4)	$	$ 80,926.39
	Net (increase) ~~(decrease)~~ contract price	$	$ 80,926.39

The sum of $ 80,926.39 is hereby (added to) ~~(deducted from)~~ the total contract price, and the total adjusted contract price to date thereby is $ 3,231,641.81.

The time provided for completion in the contract is (unchanged) ~~(increased) (decreased)~~ by _____ calendar days.
This document shall become an amendment to the contract and all provisions of the contract will apply thereto.

Recommended by _____ 11/26/13
Mickle Wagner Coleman, Inc. — Date

Accepted by _____ 11-26-13
Steve Beam Construction — Date

Approved by _____ _____
City of Fort Smith Department of Sanitation — Date

CONTRACT CHANGE ORDER Justification for Change	Project: Dept of Sanitation Scale House, Restrooms & Entry Road	
	Contract No.	
	Change Order No.	Two

1. Necessity for change:

   Revisions from City review comments and deductions for City supplied work and repayment for fiber optic damage. (Items H thru L)

   See attached letter for explanation of need for Items M thru P.

2. Is proposed change an alternate bid?

   [ ] Yes

   [X] No

3. Will proposed change alter the physical size of the project?
   If "yes", explain.

   [ ] Yes

   [X] No

4. Effect of this change on other prime contractors:

   N/A

5. Has consent of surety been obtained?

   [ ] Yes

   [X] Not Necessary

6. (a) Will Change affect expiration or extend of insurance coverage?

   [ ] Yes

   [X] No

6. (b) If "yes", will the policies be extended?

   [ ] Yes

   [ ] No

7. Effect on operation and maintenance costs:

   N/A

City of Fort Smith Department of Sanitation

Date

f:\doc\change order\CFS Landfill Scalehouse 2013 - CO#2.xls

9L

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAY TO HECKATHORN CONSTRUCTION FOR THE CONSTRUCTION OF AN ELEVATOR AND ASSOCIATED ADA FACILITY ENHANCEMENTS TO THE TRANSIT FACILITY LOCATED AT 6821 JENNY LIND ROAD PROJECT NO. 12-26

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

SECTION 1: The City of Fort Smith hereby accepts the renovation and additions to the above captioned project as complete.

SECTION 2: Final payment is hereby authorized in the amount of $59,583.50 to the contractor, Heckathorn Construction Company, Inc. for the captioned project.

This resolution adopted this ____ day of December, 2013.

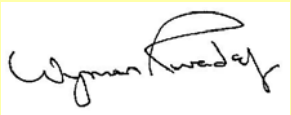
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
No Publication Required

FortSmith TRANSIT

MEMORANDUM
November 12, 2013

To: Ray Gosack, City Administrator

From: Ken Savage, Transit Director

Subject: Transit Facility Elevator and ADA Enhancements

Heckathorn Construction Company was awarded the contract for the construction of an elevator and ADA enhancements to the transit facility located at 6821 Jenny Lind Road in the amount of $412,371 on March 5, 2013.

The Board of Directors approved Contract Amendment #1 in June adjusting the contract to $441,953. The additional items identified by staff at that time primarily involved painting the exterior of the facility and installing additional concrete pathways to improve safety. The original contract contained a $10,000 contingency allowance which was used primarily for repair parts necessary to bring the emergency generator to a state of good repair. Attached is a list of expenses applied to the contingency allowance. The amendments previously approved by the Board adjusted the original contract amount by approximately 7.2%.

The project was substantially complete by the original contract completion date. Previous periodic pay applications of $382,369.50 were made to the contractor. The final pay application for the project is $59,583.50. Funding for the amendment and final pay is included in the budget and is reimbursable from Federal Transit Administration at 90%.

The project work went well and the improvements will allow all customers access to the second floor of the transit offices. The enhancements will also improve safety, allow the department to operate more efficiently, reduce long term cost and help bring transit operating facilities back to a state of good repair.

I am recommending to the Board of Directors that the project be accepted as complete, the contract amendment be approved and the final payment be made. A resolution approving these recommendations has been prepared for the Board's consideration and approval.

Please contact me if you have any questions.

Contingency Allowance

Charges to "Cash Allowance"
As of 11/12/2013

1.	Relocation of HVAC lines & electric conduit hidden in wall at 2nd floor door location.	$2,880.00
2.	Add thru wall scupper at 2nd floor deck for overflow protection.	$425.00
3.	Add duct tap, duct and air damper to entrance Airlock (rm 101).	$448.00
4.	Replace bad control board at emergency generator.	$1,781.00
5.	Add painting of 2 wood doors @ restroom locations to make finishes match better.	$400.00
6.	Add replacement of battery charger at generator. Add labor to re-calibrate ATS & retest	$1,233.00
7.	Add 6" transfer duct from new Lobby 101 to Elevator Equipment rm 100.	$2,307.00
8.	Add re-inspection fee for elevator, due to un-resolved smoke detector issues.	$526.00
	Total completed	$10,000.00

SUMMARY SHEET

City of Fort Smith Project Status	100% Complete	Project Name:	ADA Enhancements and Elevator Installation to the Transit Facility
Today's Date:	11/12/2013	Project Number:	12-26
Staff Contact Name:	Ken Savage	Consultant Engineer:	Architecture Plus
Staff Contact Phone:	784-2320	Project Contractor:	Heckathorn Construction
Contract Time (days):	224		
Notice to Proceed Issued:	3/25/2013		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$412,371	3/5/2013	10/21/2013 210 Days
Contract Revisions:			
1. Added Miscellaneous Facility & Site Work	$29,582	6/18/2013	14 Days
2.			
3.			
Adjusted contract amount	$441,953		11/04/2013 224 Days
Payments to date (as negative)	$382,369.50		
Retainage held	$0		
Amount of this payment	$59,583.50		

Final Comments:

The project was substantially complete by the November 4, 2013 contract completion date.

Percent over original contract amount: 7.2%

Transit Elevator and ADA Enhancements

RESOLUTION NO._____ 9 M

RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY INTERESTS
FOR THE MILL CREEK INTERCEPTOR IMPROVEMENTS - PHASE II

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

The City Administrator and the City Attorney are hereby authorized to acquire by the exercise of City's power of eminent domain, if necessary, a sewer utility easement on the following properties designated as 12-12-P, Tracts 30 and 31, for the Mill Creek Interceptor Improvements - Phase II, Project Number 12-12-C1:

Tract No.	Owner	Appraised Value
30	Westbrook Development, LLC, its successor and assigns	$ 3,769.00
31	Robert J. Viguet and Richard B. Griffin	$ 272.00

Until acquisition by the City, authorization set forth in Section 2-214 of the City's Property Acquisition Policy Resolution R-40-05 on May 17, 2005 is continued in effect in the event the property owner desires to agree to acquisition at the appraised value set forth in the Resolution.

This Resolution adopted this _____ day of December 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** November 26, 2013

FROM: Steve Parke, Director of Utilities

SUBJECT: Mill Creek Interceptor Improvements - Phase II
Project 12-12

The Mill Creek Interceptor Improvements - Phase II is to provide increased wet weather flow capacity by replacing and up-sizing approximately 7,400 feet of sewer. This portion of the sewer main has recurring problems with lack of capacity which causes sewer overflows. An exhibit showing the location of this new interceptor line is attached.

The project required the acquisition of 15 sewer line easements. Staff has acquired 13 of the easements under the guidelines of the city's property acquisition policy. To date, after several unsuccessful attempts by staff to acquire the easement, the two properties shown on the Resolution have declined or otherwise not responded to the city's offer to acquire the easement.

Tract 30: Westbrook Development, LLC declined the city's offer, based on an appraisal by Calmo Realty Services of $3,769.00 and made a counter offer of $6,600.00, an increase of $2,831.00. The counter offer is based on a much higher per square foot value than city appraisals of similar properties in the neighborhood. Staff does not recommend acceptance of the counter offer. An exhibit of the easement area is attached for your review.

Tract 31: Robert Viguet and Richard Griffin declined the city's offer of $272.00 based on an appraisal by Calmo Realty Services. The majority of the 3.91 acres of unimproved property lies within a flood hazard area adjacent to the top bank of Mill Creek. The owners have made a counter offer to sell the property to the city for $17,725.00, which represents the appraised value set forth by the county for tax purposes. Staff is not aware of any need to purchase the excess property at this time, and does not recommend acceptance of the counter offer. An exhibit of the easement area is attached for your review.

Because of the project's scheduling, staff recommends that the attached Resolution authorizing the city attorney to commence with eminent domain proceedings be submitted to the Board for approval. As always, representatives of the city will continue to negotiate with the property owners in an effort to reach a settlement.

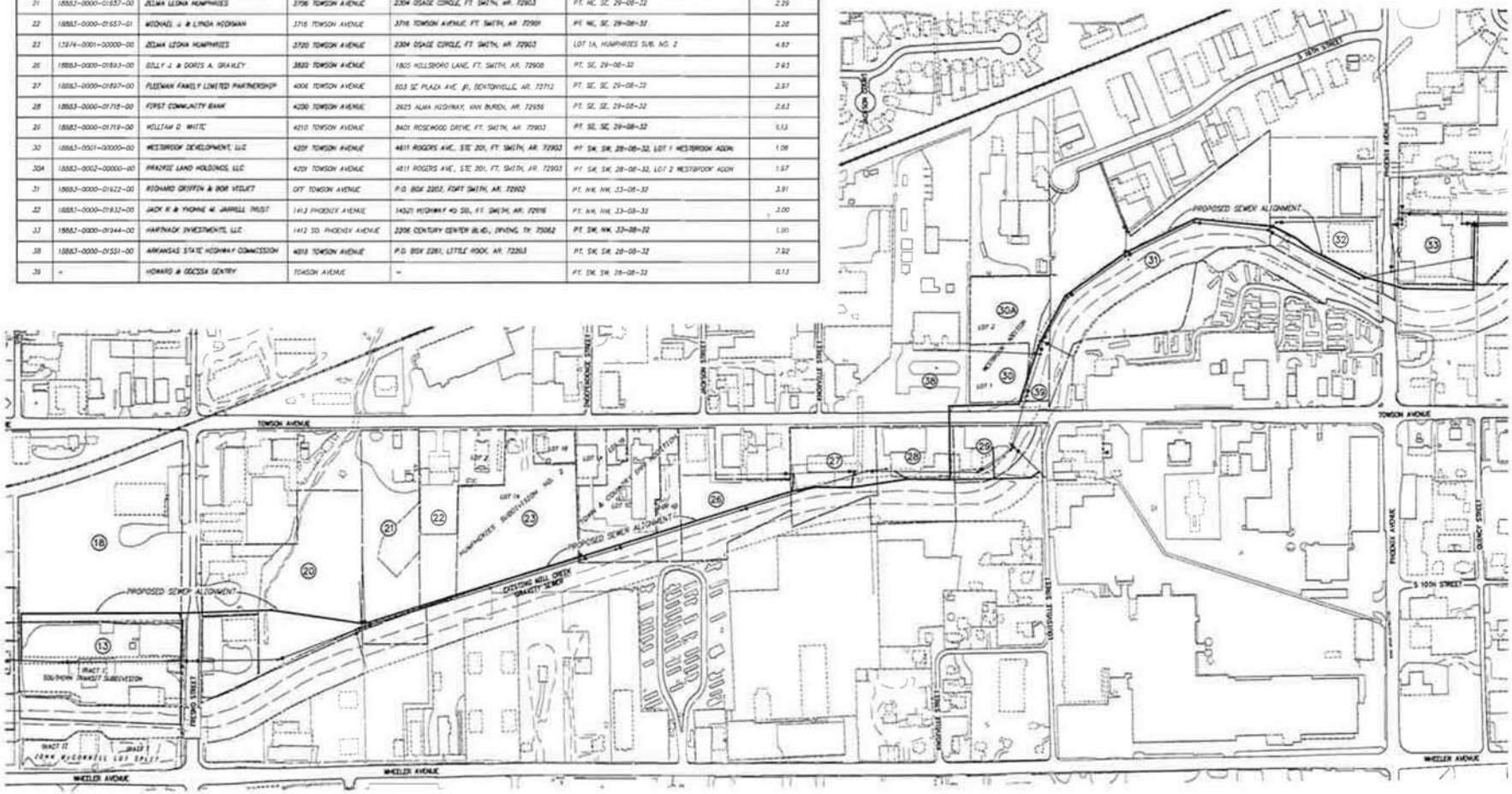
Should you or the Board have any questions or desire additional information, please let me know.

attachment

pc: Jeff Dingman

PROPERTY OWNERSHIP

TRACT NO.	PARCEL NO.	PROPERTY OWNER	PROPERTY ADDRESS	MAILING ADDRESS	DESCRIPTION	PARCEL ACREAGE
17	17289-0001-00000-00	FSC PROPERTIES, LLC	901 SO. FRESNO STREET	P.O. BOX 684, VAN BUREN, AR. 72956	PT. SE. NE, 29-08-32, TRACT I, SOUTHORN TRANSIT	±.20
18	18883-0000-01611-00	ZOLMA FAMILY LIMITED PARTNERSHIP	3316 TOWSON AVENUE	P.O. BOX 20950, HOT SPRINGS, AR. 71902	PT. SE. NE, 29-08-32	8.54
20	18883-0000-01616-00	ZELMA LEONA HUMPHRIES	1015 SO. FRESNO STREET	2304 OSAGE CIRCLE, FT. SMITH, AR. 72903	PT. S/2, SE, NE, 29-08-32	7.35
21	18883-0000-01657-00	ZELMA LEONA HUMPHRIES	3706 TOWSON AVENUE	2304 OSAGE CIRCLE, FT. SMITH, AR. 72903	PT. NE, SE, 29-08-32	2.29
22	18883-0000-01657-01	MIDHAD, J. & LYNDA HIDRMAN	3716 TOWSON AVENUE	3716 TOWSON AVENUE, FT. SMITH, AR. 72901	PT. NE, SE, 29-08-32	2.28
23	17974-0001-00000-00	ZELMA LEONA HUMPHRIES	3720 TOWSON AVENUE	2304 OSAGE CIRCLE, FT. SMITH, AR. 72903	LOT 1A, HUMPHRIES SUB. NO. 2	4.87
26	18883-0000-01893-00	BILLY J. & DORIS A. GRAWLEY	3820 TOWSON AVENUE	1805 HILLSBORO LANE, FT. SMITH, AR. 72908	PT. SE, 29-08-32	2.93
27	18883-0000-01897-00	FLEEMAN FAMILY LIMITED PARTNERSHIP	4006 TOWSON AVENUE	603 SE PLAZA AVE. #1, BENTONVILLE, AR. 72712	PT. SE, SE, 29-08-32	2.57
28	18883-0000-01718-00	FIRST COMMUNITY BANK	4200 TOWSON AVENUE	2625 ALMA HIGHWAY, VAN BUREN, AR. 72956	PT. SE, SE, 29-08-32	2.63
29	18883-0000-01719-00	WILLIAM D. WHITE	4210 TOWSON AVENUE	3401 ROSEWOOD DRIVE, FT. SMITH, AR. 72903	PT. SE, SE, 29-08-32	1.13
30	18883-0001-00000-00	WESTBROOK DEVELOPMENT, LLC	4209 TOWSON AVENUE	4811 ROGERS AVE., STE 201, FT. SMITH, AR. 72903	PT. SW, SW, 28-08-32, LOT 1 WESTBROOK ADDN.	1.06
30A	18883-0002-00000-00	PARADISE LAND HOLDINGS, LLC	4201 TOWSON AVENUE	4811 ROGERS AVE., STE 201, FT. SMITH, AR. 72903	PT. SW, SW, 28-08-32, LOT 2 WESTBROOK ADDN.	1.67
31	18883-0000-01922-00	RICHARD GRIFFIN & BOB VEDLIET	OFF TOWSON AVENUE	P.O. BOX 2202, FORT SMITH, AR. 72902	PT. NW, NW, 33-08-32	3.91
32	18883-0000-01932-00	JACK R. & YVONNE M. JARRELL TRUST	1413 PHOENIX AVENUE	14521 HIGHWAY 40 SO., FT. SMITH, AR. 72916	PT. NW, NW, 33-08-32	3.00
33	18883-0000-01944-00	HARTNACK INVESTMENTS, LLC	1412 SO. PHOENIX AVENUE	2206 CENTURY CENTER BLVD., IRVING, TX. 75062	PT. SW, NW, 33-08-32	1.00
38	18883-0000-01551-00	ARKANSAS STATE HIGHWAY COMMISSION	4013 TOWSON AVENUE	P.O. BOX 2261, LITTLE ROCK, AR. 72203	PT. SW, SW, 28-08-32	7.92
39	-	HOWARD & GECSSA SENTRY	TOWSON AVENUE	-	PT. SW, SW, 28-08-32	0.13


200 100 0 200 400 600
SCALE IN FEET
PROPOSED SEWER ALIGNMENT
TOWSON AVENUE
WHEELER AVENUE
FRESNO STREET
PHOENIX AVENUE
QUINCY STREET
S 100th STREET
S 96th STREET
HUMPHRIES SUBDIVISION NO. 2
TRACT I, SOUTHORN TRANSIT SUBDIVISION
TRACT II
TRACT I
FORM McDONNELL LOT SPLIT
EXISTING MILL CREEK GRAVITY SEWER
TOWN & COUNTRY FIRE STATION
LOT 1
LOT 2
LOT 3
LOT 4
LOT 1A
LOT 1B
LOT 1C
LOT 1D
LOT 2A
LOT 2B
LOT 2C
LOT 2D
LOT 2E
LOT 2F
LOT 2G
LOT 2H
LOT 2I
LOT 2J
LOT 2K
LOT 2L
LOT 2M
LOT 2N
LOT 2O
LOT 2P
LOT 2Q
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LOT 2S
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LOT 2X
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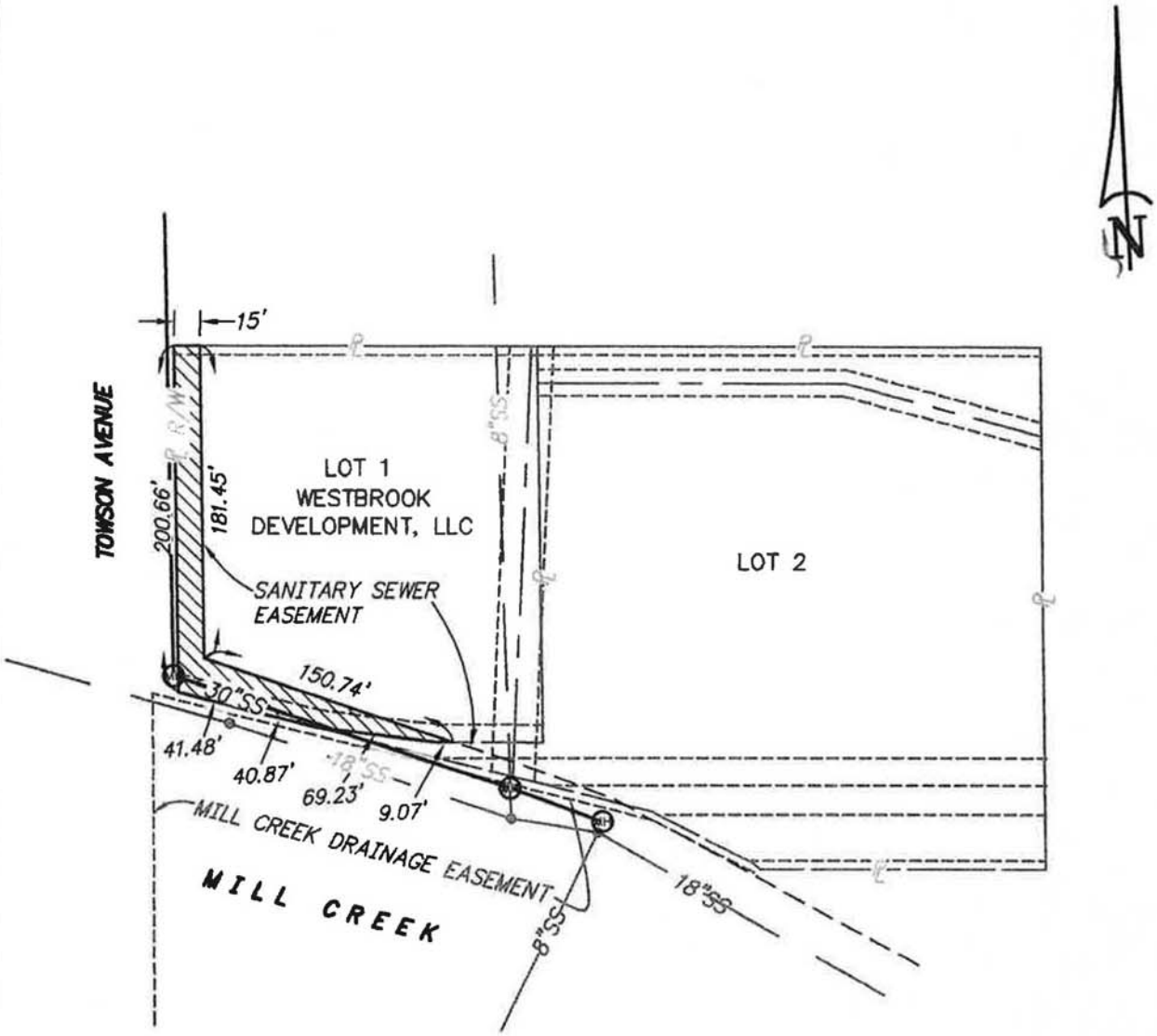

PLAN

SCALE: 1" = 100'

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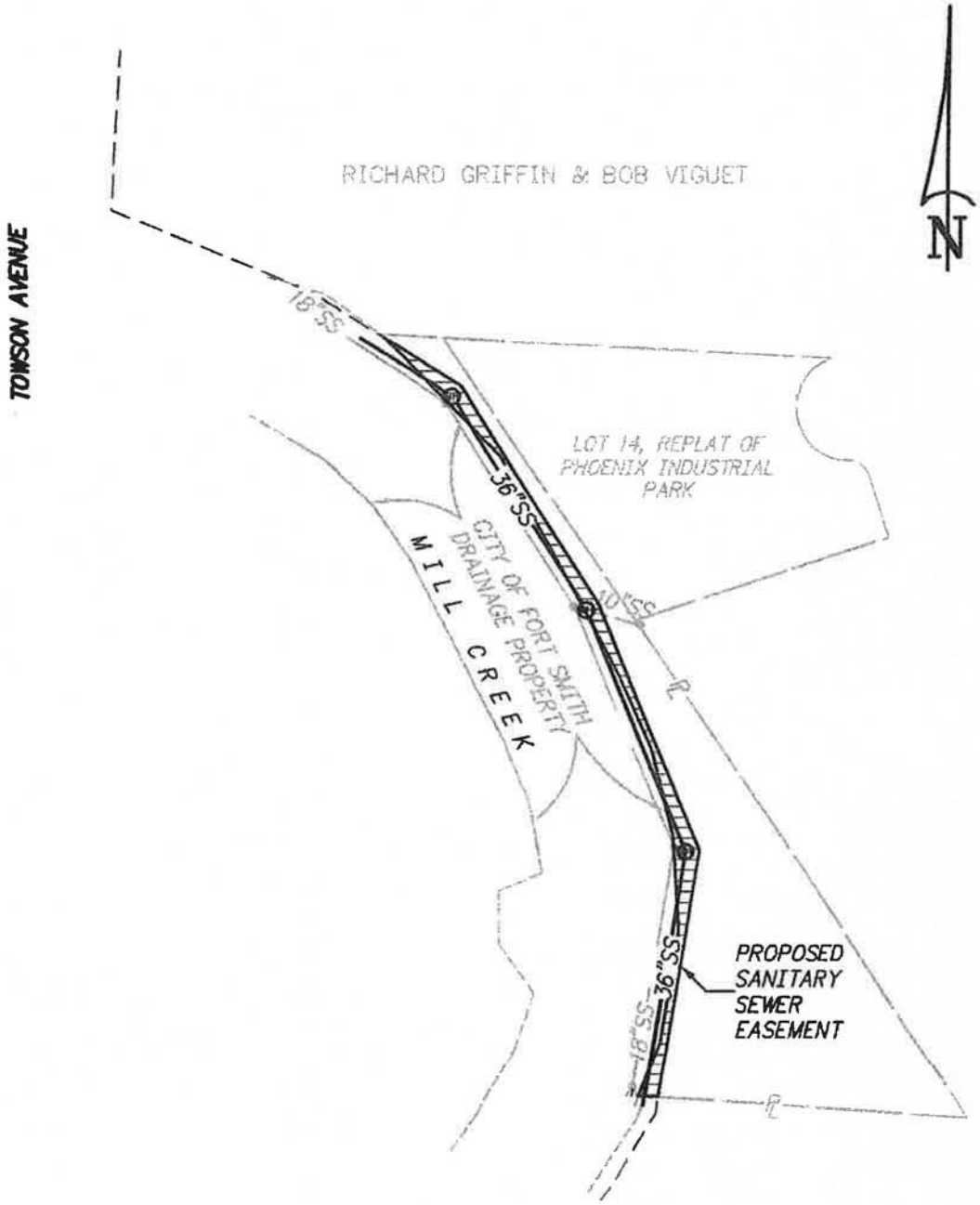
REVISED 07/31/13 REMOVED LOT 2
REVISED 07/09/13 DIMENSIONS ADDED
REVISED 06/12/13 OWNERSHIP

Tract 30, (Lot 1) Westbrook Development, LLC

HAWKINS•WEIR ENGINEERS, INC.
110 South 7th Street • Van Buren, Arkansas 72956 • (479) 474-1227
211 Natural Resources Drive • Little Rock, Arkansas 72205 • (501) 374-4846
www.hawkins-weir.com

DATE: 05/21/13	SCALE: 1"=100'	JOB NO. 12-12-ED1



PLAN

REVISED 08/12/13 ADD LOT 14, PHOENIX IND. PARK

Tract 31, Robert J. Viguet and Richard B. Griffin

HAWKINS & WEIR ENGINEERS, INC.
110 South 7th Street • Van Buren, Arkansas 72956 • (479) 474-1227
211 Natural Resources Drive • Little Rock, Arkansas 72205 • (501) 374-4846
www.hawkins-weir.com

DATE: 05/26/13	SCALE: 1"=200'	JOB NO. 12-12-ED1

U:\DRAWINGS\PROJECTS\2012\12-12-ED1 MILL CREEK INTERCEPTOR - PHASE 2\EASEMENTS\TRACT 31.DWG, 8/12/2013 9:12 AM, STEVE HENDRIX, LAYOUT1

RESOLUTION NO. _____ 10

RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY IN CONNECTION WITH THE MILL CREEK PUMP STATION AND EQUALIZATION TANK

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

SECTION 1: The following value for the property acquisition designated as 10-01-P, Tract 1, for the Mill Creek Pump Station and Equalization Tank, Project 10-01-C1 was previously approved, and acquisition of the real property was authorized by the Board of Directors of the City of Fort Smith on September 3, 2013 by Resolution R-139-13:

Tract No.	Owner	Appraised Value
1	B & B Properties, LLC	$86,000.00

The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the real property for the above listed appraisal amount.

SECTION 2: In the event the property described herein cannot be acquired by negotiation, the City Administrator and the City Attorney are hereby authorized to commence eminent domain proceedings to obtain the necessary property herein described and make deposits of just compensation of the values of the property listed herein. All such actions previously taken for this project are hereby confirmed.

This Resolution adopted this ____ day of December 2013.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** November 25, 2013

FROM: Steve Parke, Director of Utilities

SUBJECT: Mill Creek Pump Station and Equalization Tank
Site Acquisition - B & B Properties, LLC

The property owned by B & B Properties, LLC, along Navy Road has been identified as the site needed for the construction of a 3.5 million gallon equalization tank as part of the above captioned project. This 3.59 acre parcel is immediately adjacent to the existing Mill Creek wastewater pump station. The replacement of this pump station and construction of a flow equalization tank is a key project in the city's overall strategy to address wet weather sanitary sewer overflows that occur throughout the system during periods of heavy rainfall. The property owners, represented by Mr. Steve Beam, are aware of the city's need for the property and have not indicated an objection to its sale, however, a mutually agreed price for the property purchase has not yet been reached. An exhibit showing the proposed property acquisition is attached.

The city retained two independent, certified appraisers to establish the value of the property. The initial appraisal by Calmo Realty established the value of the property in the amount of $57,000. The second appraisal provided by Mr. Tommy Matthews established the value of the property in the amount of $66,000. Mr. Matthews then added an amount of $20,000, as represented by the owner as the cost of the site's gravel surfacing, for a contributing value for the site's use as a construction storage yard, which adjusted his appraisal valuation to $86,000. The owner's appraiser, Mr. Ken Colley, has established the value of the property in the amount of $200,000. The attached letter dated September 5, 2013, from Mr. Jerry Canfield discusses the key differences in the appraisals. Additionally, copies of the Matthews appraisal, Colley appraisal and the city's property acquisition policy are attached.

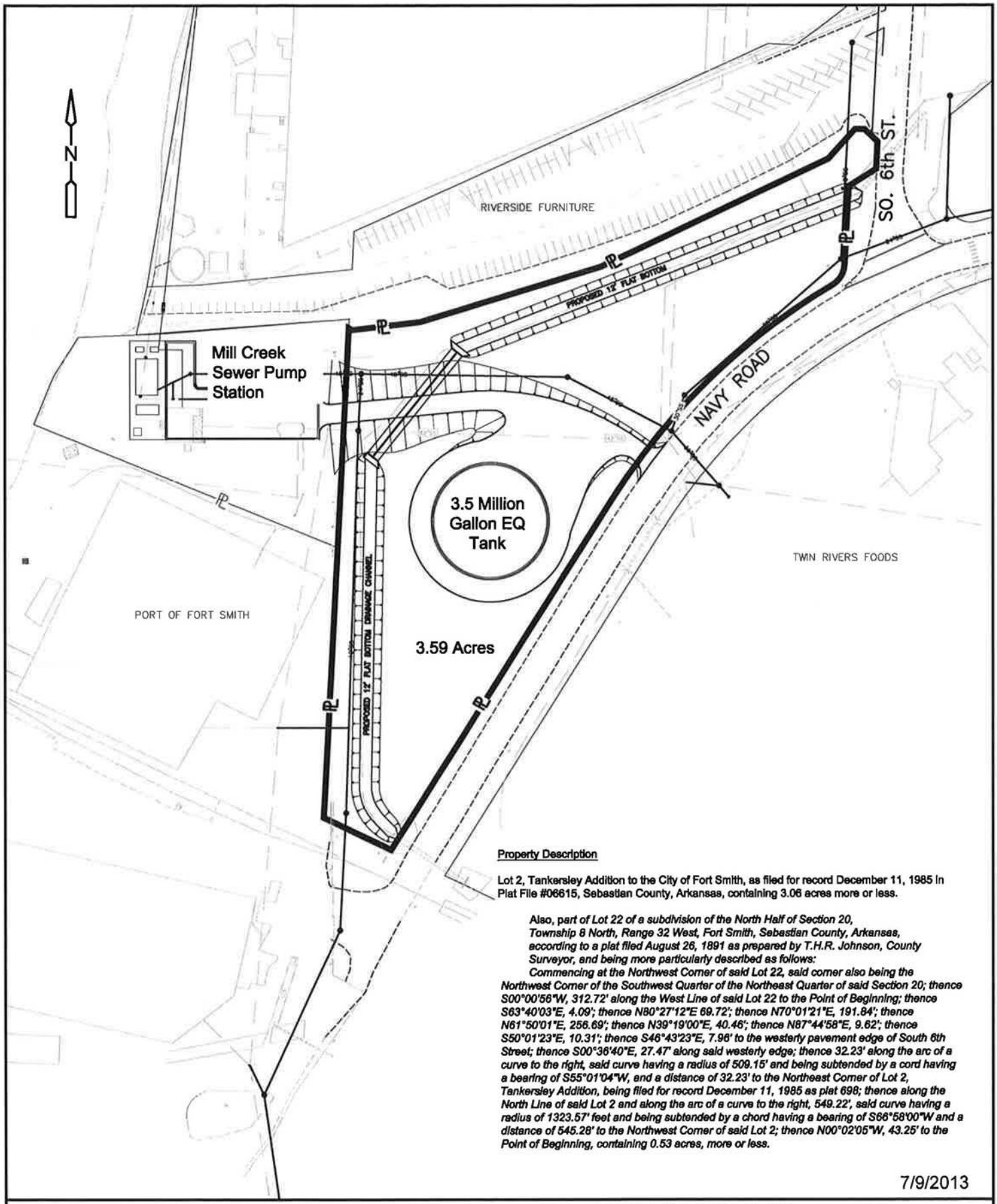
The Board approved extending an offer for purchase of the property for the appraised value of $86,000.00 by Resolution R-139-13 on September 3, 2013. A written offer in that amount was extended to the owner on September 13, 2013. Consequently staff and the owner have met on more than one occasion to share additional information. To date the owner has not accepted the city's $86,000 offer nor provided information which could support recommending a purchase price above the city's appraised value. The owner has presented information which they feel considers the value of the property's original purchase price as adjusted for time and the value of fill volume remaining after the city's construction activities, placing the site's value at $209,000, an amount which exceeds the city's appraisal by $123,000.

The project is set to begin its bidding period on December 15, 2013, and the city should hold possession of the property on or about that time period. Because of the project's scheduling staff recommends that the attached Resolution, which includes authorizing the city administrator and city attorney to proceed with eminent domain actions to acquire the needed property, be submitted to the Board for their approval at its next scheduled meeting. As always, representatives of the city will continue to negotiate with the property owners in an effort to reach a mutually agreeable settlement.

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

attachment

pc: Jeff Dingman



Property Description

Lot 2, Tankersley Addition to the City of Fort Smith, as filed for record December 11, 1985 in Plat File #06615, Sebastian County, Arkansas, containing 3.06 acres more or less.

Also, part of Lot 22 of a subdivision of the North Half of Section 20, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, according to a plat filed August 26, 1891 as prepared by T.H.R. Johnson, County Surveyor, and being more particularly described as follows:

Commencing at the Northwest Corner of said Lot 22, said corner also being the Northwest Corner of the Southwest Quarter of the Northeast Quarter of said Section 20; thence S00°00'56"W, 312.72' along the West Line of said Lot 22 to the Point of Beginning; thence S63°40'03"E, 4.09'; thence N80°27'12"E 69.72'; thence N70°01'21"E, 191.84'; thence N61°50'01"E, 256.69'; thence N39°19'00"E, 40.46'; thence N87°44'58"E, 9.62'; thence S50°01'23"E, 10.31'; thence S46°43'23"E, 7.96' to the westerly pavement edge of South 6th Street; thence S00°36'40"E, 27.47' along said westerly edge; thence 32.23' along the arc of a curve to the right, said curve having a radius of 509.15' and being subtended by a cord having a bearing of S55°01'04"W, and a distance of 32.23' to the Northeast Corner of Lot 2, Tankersley Addition, being filed for record December 11, 1985 as plat 698; thence along the North Line of said Lot 2 and along the arc of a curve to the right, 549.22', said curve having a radius of 1323.57' feet and being subtended by a chord having a bearing of S66°58'00"W and a distance of 545.28' to the Northwest Corner of said Lot 2; thence N00°02'05"W, 43.25' to the Point of Beginning, containing 0.53 acres, more or less.

7/9/2013

MILL CREEK PUMP STATION AND EQUALIZATION TANK
PROJECT NO. 10-01-P, TRACT 1
B & B PROPERTIES, LLC
PROPERTY EXHIBIT

DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

JERRY L. CANFIELD, P.A.
THOMAS A. DAILY, P.A.
WYMAN R. WADE, JR., P.A.
DOUGLAS M. CARSON, P.A.
ROBERT R. BRIGGS, P.A. †
C. MICHAEL DAILY, P.A. † •
COLBY T. ROE, P.A.

† Also Licensed in Oklahoma
• Also Licensed in Wyoming & North Dakota

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

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

JAMES E. WEST
PHILLIP E. NORVELL †

OF COUNSEL

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

September 5, 2013

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

Re: Eminent Domain

Dear Mr. Gosack:

In response to recent discussions with members of the Board, you have asked that we prepare this brief discussion of various eminent domain issues related to the potential acquisition of property owned by B & B Properties and located along Navy Road (the "subject property").

A question has been raised as to the reason for the differences in value placed on the subject property by qualified real estate appraisers. Especially as to undeveloped property, appraised values can vary significantly based on the assignment given to the appraiser, the assumptions made in the appraisal process and the selection of market data by the appraiser. While the mathematical handling of recorded sales data is objective, the selection of the data to be used is highly subjective. Significant differences in appraised value can only be understood by evaluating the information provided in the appraisal report.

Primary differences in value determined by Colley appraisal as compared to Calmo Realty and Matthews appraisals.

The Colley appraisal concluded the subject property has a value of $200,000.00. The Calmo Realty appraisal concluded a value of the subject property in the amount of $57,000.00. The Matthews appraisal concluded land value of the subject property was $66,000.00 and added an improvement contribution of $20,000.00 for gravel surfacing for the existing use of the property as a "storage yard."

1. One of the two significant reasons for the difference in value in the Colley appraisal as compared to the Calmo Realty and Matthews appraisals is the selection of comparable sales on which to draw a conclusion as to value. One of the three comparables selected in the Colley appraisal is entirely outside the flood plain, and each of the three contains a significant area outside flood plain and flood way restrictions. Thus, each of the comparables sales evaluated in the Colley appraisal contained property available for building without additional filling at the

time of sale. While the Colley summary appraisal report notes the flood way and flood plain restrictions on the subject property, the summary appraisal report contains no discussion indicating how the appraiser's conclusion of value was adjusted, if at all, by the fact that the subject property would require significant additional fill for the use as a building site.[1]

2. The second factor which affects the significant difference in determined value by Mr. Colley is the assumption of a $60,000.00 per acre value used in size adjustments made by Mr. Colley. While the use of the flood plain information discussed in paragraph 1 above is important, the appraisal of Mr. Matthews determines an "as if not in the flood plain" land value of $87,800.00 for the subject property. Thus the appraisals are significantly divergent regarding value even if an assumption was made that the subject property was not in the flood plain. The value difference results, at least in part, from the fact that Mr. Colley assumed (without stated basis) a $60,000.00 per acre value for the purpose of making size adjustments in the three comparables to the subject property (adding $56,400.00, $181,800.00 and $59,400.00 to the respective values of comparables 1, 2 and 3). In doing so, the appraiser has made an unexplained assumption of value in the very process of performing adjustments to comparable sales which are intended to lead to an objective determination of value. That practice is unusual.

3. Finally, we note that Mr. Colley was apparently asked to prepare a summary appraisal report utilizing an "appraisal form" typically used for appraisals related to estates, tax evaluations and development lending purposes. The summary form does not provide for the in depth analysis typically required for eminent domain/litigation scrutiny. In contrast, the Calmo Realty and Matthews appraisals are provided in a report form typically utilized in eminent domain/litigation.

Differences in values determined by Calmo Realty and Matthews appraisals.

As noted above, the Calmo Realty appraisal determined a value of the subject property of $57,000.00. The total value determined by the Matthews appraisal was $86,000.00. As both reports determined that the highest and best use of the property was the current use as a "storage yard," the logical question could be raised as to the difference in value determined by the appraisals. As to determined land value, both Calmo Realty and Matthews appraisals were close in value. Utilizing a City wide comparable sales database and three specific comparables, Calmo Realty arrived at the $57,000.00 value. Utilizing a specific listing of 14 sales, the Matthews appraisal arrived at a land value of $66,000.00. That approximate 15% difference is within a normal range of variation especially as to undeveloped properties. The Matthews appraisal added $20,000.00 to the land value as an improvement value for SB2 base that had been applied to a portion of the subject property (subject to verification of amount of gravel improvement). The theory of adding the value was that the property is currently being used as a storage yard and that the gravel surface is an improvement which allows that current use.

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[1]The following "additional comment" was made in the Colley appraisal: See attached letter from Mickle Wagner Coleman, Inc. The subject has had significant site work since the purchase in 2005. However, it should be noted that cost does not equal value. The value determined in this appraisal is based on comparable sales in the neighborhood. It is unknown if any of the subject's site is out of the flood zone since the site buildup. Based upon data available to this appraiser, it appears that a majority of the site is located in the flood zone.

General Discussion of Eminent Domain

In the Constitution of the State of Arkansas, the people delegated to the General Assembly the fundamental power of eminent domain subject to the right of determination of just compensation by jury and other protections. The General Assembly has delegated that power to municipal corporations with reference to streets, utilities and other public projects. While some suggest that the eminent domain power places the governmental entity in conflict with an individual property owner, the eminent domain power may also be understood as a necessary element of a public improvement project in order to prevent a project for the public good being delayed or prevented by a single property owner. Without the eminent domain power, a single property owner could prevent a public improvement project or require engineeringly unsound and expensive alterations in the public improvement project. More often, the effect of failing to exercise eminent domain power results in improper bargaining power to a single property owner and uneconomical amounts being paid to the objecting property owner in order to secure necessary property rights. Since the late 1800's, Arkansas law has authorized a municipal entity to acquire possession of needed property prior to final determination of just compensation by making a deposit into the registry of the court of estimated just compensation.[2] The ability of a municipal government to prevent a single property owner from delaying or obtaining an unreasonable economic benefit at the expense of the improvement project (and ultimately the taxpayer or rate payer) is critical to "fairness" among involved property owners. Without the proper use of eminent domain, an objecting property owner acquires an economic advantage over all other property owners who have contributed (either voluntarily or by compensated sale) property for the public improvement project.

Thank you for your attention to this matter.

Very truly yours,

Jerry L. Canfield
JLC/cmm

---

[2]Any recovery by the property in excess of the deposited just compensation amount is subject to interest in an amount set by the court.

Tommy M. Matthews, MAI SRA

P. O. Box 552
Walnut Ridge, AR 72476
501-412-4206 matthewsmai@yahoo.com

August 19, 2013

Mr. Larry Guthrie
Utilities Department
CITY OF FORT SMITH
3900 Kelley Highway
Fort Smith, AR

RE: Summary Appraisal of a +/- 3.59 acre site being Lot 2 of Tankersley Addition (3.06 ac) and part of Lot 22 in the North Half of Section 20, Township 8 North, Range 32 West (0.53 ac) in Fort Smith, Arkansas on Navy Road and South 6th Street. B & B Properties, Owner

Dear Mr. Guthrie:

At your request, I inspected the aforementioned tract, met with the property owner and have prepared a summary appraisal of the tract.

The 3.06 acres and 0.53 acres are under the same ownership, are contiguous have the same use, are severed from other tracts by a drainage ditches and streets and are thus considered to be the larger parcel. The effective date of this appraisal is August 12, 2013, the date I inspected the tract.

This appraisal is made based on some Extraordinary Assumptions which are stated in the following appraisal report.

This is a summary appraisal prepared for the City of Fort Smith and I have not included a Fort Smith Area Analysis; however, an analysis is located in my file and has been provided to the city on numerous occasions.

It is my opinion, after an analysis of the subject property and analyses including feasibility that the subject site "as is" as of the effective date of this appraisal (August 12, 2013) if placed on the open market for a reasonable marketing time should command:

$86,000

The estimated market value is based on several extraordinary assumptions. An EXTRAORDINARY ASSUMPTION is defined as "*an assumption directly related to a specific assignment, which if found false, could alter the appraiser's opinions or conclusions*".

Although many assumptions must be made and/or data supplied by others relied upon, most assumptions are not extraordinary. This summary appraisal and estimated fee simple value is based on the following Extraordinary Assumptions agreed on between appraiser and client: (1) that the +/- 2.40 acres of the site are filled and near street grade, (2) the subject is +/- 6' deep in the floodplain, (3) If filled to above the floodplain level, the developable area would be +/- 2.0 acres and (4) there are no unknown adverse or favorable factors that could not be discovered by a typical appraisal research or not provided by the property owner, the engineer or my client.

This is a letter of transmittal, is not an appraisal of the property and should be used in conjunction with the attached appraisal report only. Please refer to the attached appraisal report for detail.

Respectfully submitted,

Tommy M. Matthews, MAI SRA
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SUMMARY APPRIASAL

OF

+/- 3.59 ACRES

BEING

LOT 2 TANKERSELY ADDITION
ALSO
PART OF LOT 22 OF A SUBDIVISION
IN THE N1/2 OF SECTION 20, T8N R22W
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

for the

CITY OF FORT SMITH
MILL CREEK PUMP STATION & EQUALIZATION TANK
PROJECT NUMBER 10-01-E1

by

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as of

AUGUST 12, 2013

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INTRODUCTION

LOCATION: West side of Navy Road, south of and adjacent to South 6th Street and north of an Arkansas Missouri Railroad spur in Fort Smith, Arkansas.

ADDRESS: Vacant land with no address

OWNER: B & B Properties

ESTATE APPRAISED: Fee Simple

PURPOSE OF THE APPRAISAL: To estimate the Fee Simple Market Value of the described property "as is" taking into consideration that portions of the site have been filled to within +/- 6' of the floodplain and +/- 1.5 acres have been covered with crushed gravel for yard storage purposes.

MARKET VALUE CONCEPT: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

ZONING: I-2; Medium Industrial. This is the typical zoning for tracts in the subject's immediate area.

PRESENT USE: Yard Storage

HIGHEST AND BEST USE: Yard Storage. The subject is located +/- 6' in the floodplain, cannot be feasibly developed with a building and cannot be feasibly filled for development of a building. There are no alternative market highest and best uses that the site could be utilized.

FRONTAGE/DEPTH: +/- 750' along Navy Road and +/- 94' along South 6th Street. The depth of the tract ranges from +/- 70' on the south end to +/- 300' in the center.

COMMENTS: I met with Steven Beam, the property owner, at his office on the effective date of this appraisal where he assisted me in his knowledge of the property.

INTENDED USER - The intended users of this appraisal report are the City of Fort Smith and their legal counsel. Although the property owner may have legal access to this report, they are not an intended user. No others are considered as users of this report.

INTENDED USE - The use of this appraisal is to assist the City of Fort Smith in negotiations with the property owner in acquiring the tract for a pump station and equalization tank. *The intended use of the site by the City is not a consideration in its valuation.*

HYPOTHETICAL CONDITION - " *that which is contrary to what exists but is supposed for the purpose of analysis".* The client has asked for no hypothetical conditions and the value is not based on a hypothetical condition; however, some analysis will be based on hypothetical conditions such as "value as if not located in a floodplain".

EXTRAORDINARY ASSUMPTION - "*An assumption directly related to a specific assignment, which is found false, could alter the appraiser's opinions or conclusions*".

Although many assumptions must be made and/or data supplied by others relied upon, most assumptions are not extraordinary.

This summary appraisal is made based on the following Extraordinary Assumptions agreed on between appraiser and client: (1) that the +/- 2.40 acres of the site are filled and near street grade, (2) the subject is +/- 6' deep in the floodplain, (3) If filled to above the floodplain level, the developable area would be +/- 2.0 acres and (4) there are no unknown adverse or favorable factors that could not be discovered by a typical appraisal research or not provided by the property owner, the property owner's engineer or my client.

The appraiser assumes based on no contrary evidence, that the subject property is free of any and all environmental hazards. Environmental Hazards can significantly affect market value and the appraiser's value estimate would change if the property suffers from any environmental problems. This is a typical appraisal assumption in most appraisals but an extraordinary assumption for the subject since it has been filled.

MARKET VALUE DEFINITION

Market value as used herein is defined as, "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of the specified date and passing of title from seller to buyer under conditions whereby:

> *a. buyer and seller are typically motivated;*
> *b. both parties are well informed or well advised, and each acting in what they considers his own best interest;*
> *c. a reasonable time is allowed for exposure in the open market;*
> *d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
> *e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*
>
> *The Appraisal of Real Estate*, 12th Edition, Appraisal Institute

LARGER PARCEL – The 3.06 acres and 0.53 acres are under the same ownership, are contiguous, have the same use, are severed from other tracts by a drainage ditch and street and are thus considered to be the larger parcel.

DATE OF VALUATION - The effective date of the valuation of the appraisals is August 12, 2013. I met with the property owner and inspected the subject site on this date. The date of the report is August 19, 2013 and is the date the report was completed.

SCOPE OF APPRAISAL - (1) Contacted and met with the property owner. (2) Inspected the subject property without the property owner but with the property owner's permission. (3) Considered all three approaches to value and determined which approach or approaches are applicable to the subject property. Determined that the Direct Sales Comparison Approach was the only applicable approach to value based on the highest and best use (4) Searched the subject's area for recent sales of similar sites (5) Selected best sales available (6) Applied the comparable data to the subject property, making adjustments and/or analysis where warranted. (7) Estimated the fee simple market value of the whole property, real estate only. (9) Presented the appraisal in a summary narrative format with supporting data in the report and file.

IMPROVEMENTS – The subject has not been developed. The majority of the site has been filled to within +/- 6' of the floodplain area and at or near street grade. The site is presently being used as Yard Storage which appears to be a legal use of the subject under the zoning ordinance. According to the owner, approximately 1.5 acres has been covered with +/- 4" of compacted gravel. The subject cannot be developed with buildings unless the floor level is above the floodplain level. This is an industrial area and elevated buildings with parking underneath are not conducive to this area or zoning.

MARKETING AND EXPOSURE TIME are based on a historic trend in sales similar to the subject. Although there is no data on sales 100% in the floodplain, limited sales data of recent industrial sites would show some indication of marketing and exposure time. Since no similar sales are available, the general trend of marketing and exposure time in the area was considered. Based on limited data, it is my opinion that the marketing time of the subject should be less than one year *if placed on the open market at a market value that includes the current marketing conditions*. Exposure Time is how long the property would have to be exposed prior to a sale. Although exposure time is different than marketing time, the exposure time should be similar to the marketing time. The marketing time is based on the appraised value in this report which accounts for the current soft market. It should be noted that both these estimates are based on very limited data.

SITE ANALYSIS

The subject property is legally described in the addenda of this report but can briefly described as follows:

LOT 2 TANKERSELY ADDITION
also
PART OF LOT 22 OF A SUBDIVISION
IN THE N1/2 OF SECTION 20, T8N R22W
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

The subject is located on the west side of Navy Road between South 6th Street and the Arkansas Missouri Railroad spur. A brief overview of the site's physical characteristics follow:

Size:	3.59 acres (+/-156,400 SF) based on the site plan provided by the client and tax records.
Useable Area:	+/- 2.40 acres (+/- 104,600 SF) have been filled to or near the Navy Road street grade and +/- 6' deep in the Floodplain. +/- 1.19 acres is either drainage ditch or area severed by the drainage ditch. *This breakdown is by the appraiser via scaling various maps and is an extraordinary assumption.*
Topography:	The filled area is basically level and at street grade. The drainage ditch around the west and south are below grade and not usable.
Shape:	Isosceles Triangle with considerable road frontage at base.
Zoning:	I-2; Moderate Industrial
Access/Frontage:	The subject fronts along Navy Road for +/- 750' with +/- 95' along South 6th Street.
Utilities:	All public utilities available to the site.
Drainage:	The site is near level and there is a drainage ditch on two sides. The site should drain well during normal rains but still remains +/- 6' below the floodplain level and is subject to flooding.

Floodplain & Floodway:	The whole 3.59 acre tract is in a 100 year floodplain. It appears that none of the tract is in a Floodway. +/- 2.40 acres are +/- 6' in the floodplain whereas most of the 1.19 acres is in ditch and deep in the floodplain. Parking and drives can be placed in a floodplain but the floor area of buildings must be built above the floodplain.
Easements:	A 10' Sanitary Sewer Easement runs through the center of the tract based on the subdivision plat. A Utility Easement runs from Navy Road north then northeast to South 6th Street. The plat provided by the client shows a small portion of the tract being in the South 6th Street right-of-way, the Subdivision plat does not indicate this area. Parking and drives can be placed over these easements but buildings cannot be constructed over the easements.
Surrounding Uses:	Industrial uses. See Aerial Photo. Area is zoned for industrial use. The immediate area is all in a 100 year floodplain.
Tax Parcel Number:	3.06 acre Tract – 17898-0002-00000-00 0.53 acre Tract – 18883-0000-00736-01
Assessed Value:	3.06 acre Tract - Land - $39,450 0.53 acre Tract – Land - $4,620
County's Market Value:	3.06 acre Tract - Land - $197,250 0.53 acre Tract – Land - $23,100
Real Estate Taxes:	Real estate taxes are based on a millage rate of 52.5 mills times the assessed value. Assessed value is generally 20% of market value.

SALES HISTORY: According to a Warranty Deed dated September 26, 2005 and filed as Instrument Number 7172868, Rodney H. Ghan, P.A. passed title to ½ interest in the subject property to B & B Properties. According to another Warranty Deed dated September 26, 2005 and filed as Instrument Number 7172869, T. & L. Investments, Inc. passed title to ½ interest in the subject property to B & B Properties.

According to Revenue Stamps (on one deed) the sales price was $25,000. Most of the tract has been filled to street grade since this sale which required a large amount of fill/dirt movement and the sales price is given no consideration in the value estimate.

The purpose of the property history is to inform the reader of any recent sales of the subject property. The appraiser has not performed a title search and offers no opinion as to title. Copies of the Warranty Deeds are located in the addenda of this report.

ZONING

The subject is zoned I-2; Moderate Industrial by the City of Fort Smith which states that I-2 was designated as *"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".*

Located below are the general restrictions for this zoning:

Min Lot Area SF	20,000
Max Coverage Ratio	60%
Min Front Yard Setback	50'
Min Side Yard Setback	25'
Min Rear Yard Setback	20'

The reader should refer to the zoning ordinance for other general and conditional uses and more detailed data.

Consideration is given to the actual zoning, any probable future zoning change and the trend of growth in the area in these zoning designations. Zoning is the basis for valuation and like zoning or a zoning that allows the trend uses were considered when choosing comparable sales. Sales with a different zoning can be similar based on use or likely use. The zoning was based on the most recent zoning map provided by the city at the time of the appraisal.

HIGHEST AND BEST USE

The term highest and best use as used in this appraisal report is defined as, "The reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum productivity" (From The Dictionary of Real Estate Appraisal, Fourth Edition, by The Appraisal Institute).

A basic economic principle applicable in the estimation of highest and best use is the principle of conformity. Quoting from The Appraisal of Real Estate, this principle holds, "That the maximum of value is realized when a reasonable degree of sociological and economic homogeneity is present." When determining the highest and best use of an improved site, it is necessary to determine the highest and best use of the site as if vacant and also as it is currently improved. This use has been determined with regard to what uses are physically possible, legally permissible, probable and financially feasible. In estimating the highest and best use, as if vacant and improved, consideration is given to surrounding improvements, deed restrictions, the site's physical and legal constraints, location and trends in the neighborhood.

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. An additional implication is that the determination of highest and best use results from the appraiser's judgment and analytical skill - that is, that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

The highest and best use of the real estate as vacant will be analyzed based on the aforementioned criteria for determining highest and best use. The analysis will be based on the four categories presented above with a brief analysis for each. A feasibility analysis has not been prepared.

Physically Possible uses refer to uses that are physically adaptable to the site. The primary criteria for determining what is physically possible is the site's size, shape and topography but also includes potential flooding. The site is in a flood hazard area.

Size – This analysis is based on size only, not considering floodplain. The subject site contains approximately 3.59 acres. I have estimated that +/- 2.40 acres are near level and near street grade and the only usable area of the tract. This size is adequate for small manufacturing, industrial, medium retail or mixed use. The subject is also sufficient in size (size only) for subdivision into smaller tracts due to the amount of frontage on Navy Road.

Shape – The shape is irregular being an isosceles triangle. The irregular shape would affect development of the site. The three corners on the tract, especially those along the street, create areas that are not buildable and not useable for functional parking.

Road Frontage – A greater amount of road frontage is paramount to a commercial property due to exposure. Another factor for commercial property and sometimes industrial property is greater access provided by a larger amount of road frontage. There is no indication that a large amount of road frontage is desirable for industrial properties as long as there is adequate access.

Corner – The subject is technically a corner since it has some frontage on South 6th Street. Corners for industrial properties are similar to the discussion on road frontage where exposure is not a significant factor. Corners for industrial properties often allow for better access, especially for large trucks. The amount of usable area along South 6th Street limits the use of the corner and is not adequate or safe for access. Due to the large amount of frontage on Navy Road, the small amount of frontage on South 6th Street is not considered a significant factor.

Topography – The +/- 2.40 acre portion of the site that has been filled appears to be level and the topography is not a detriment to its development. The remainder tract is not developable, either being drainage ditches or area required for the drainage ditches.

Floodplain – The subject is in a 100 year flood hazard area. The +/- 2.40 acre portion of the tract that has been filled is +/-6' deep in the floodplain which will significantly hinder most development. The remainder +/- 1.19 acres is ditches (or areas separated by the ditch) and is not usable for any purpose except for calculating zoning requirements.

Legally permissible uses generally refer to local zoning, floodplain ordinances and private deed restrictions. The subject is located inside the city limits of Fort Smith and is zoned I-2; Moderate Industrial. Refer to the Zoning site restrictions located on Page 7 of this report. No restrictive covenants or restrictions in the deed were located and none are assumed to exist. The current owner does not own the mineral rights.

Floodplain is both a legal and physical characteristic. No buildings can be developed on the site unless the floor level is above the floodplain level. The floodplain level of the filled portion of the site is around six feet. The demand for industrial type properties is one story ground level facilities as evidenced by the local market. Parking and drives are allowed in the floodplain; thus, an elevated building with parking underneath appears to be a legal use – though not a practical one.

The subject is in an area of floodplain lying just west of Mill Creek and being within 300' of the Poteau River. Mill Creek runs to a point across the street from the subject site. Mill Creek converges with the Poteau River in this immediate area and then the Poteau flows into the Arkansas River +/- 1.5 miles north. The pocket of floodplain area of the subject appears to be caused by a double bend in Mill Creek but will likely be affected by flooding on the Poteau and Arkansas Rivers.

Financial feasibility of a site is the most difficult to determine. Although several uses may be financially feasible, the highest and best use is the use that returns the greatest value to the land. The use must be the right type of use and the maximally productive use. The use, therefore, cannot be an under or over utilization of the site. For an improvement to be financially feasible, the net income generated must provide a return on the land and improvements. If an owner/user property, the use of the land must contribute 100% of its value to the whole. The use that provides the greatest return to the land and improvements is the maximally productive use. Financial feasibility can only be based on its return to the whole.

An alternative would be to fill the existing fill area another 7' to get the site above the floodplain level. This would require a slope on all three sides. I have estimated that a required 20% to 25% slope would require an additional 0.40 acres of developable area leaving a developable site size of +/- 2.0 acres. I have not had an engineer calculate the cost to fill the subject to be above floodplain level but have taken estimates from the cost to fill the subject site to its present level. It is my opinion, based on these fill cost with a net retained area of 2.0 acres, that it is not financially feasible to fill the tract. This is based on the estimated value of the tract if filled less the cost to fill. It is my opinion that the tract would command a higher value "as is" for yard storage than it would command for someone to purchase for filling and future development. The land sales will support this.

Based on the size of the tract and zoning, the only financially feasible use of the tract "as is" is for yard storage. An alternative use, but not a likely use, would be an elevated building with parking underneath or a small elevated building with parking underneath and the remainder land area yard storage.

Maximally Productive use must first fit the restrictions of the first three criteria. Due to the size of the tract, the most likely use and maximally productive use if outside a floodplain would be manufacturing, industrial, office/warehouse, warehouse or storage. Due to size, the subject has potential for subdivision but likely subdivided lot uses would likely be warehouse and office/warehouse. Since the subject is in a floodplain and it is not financially feasible to fill, the maximally productive use is for yard storage.

SITE VALUATION

The subject site is appraised as if vacant and ready to be put to its highest and best use. The subject is in an area that is industrial in use and zoned for industrial use. The site is near downtown area and the area has been mostly built-up with few remaining vacant tracts; however, due to the age of development in the older area of Fort Smith, some buildings are being razed for development of new uses.

The subject is +/- 6' in a floodplain and its shape is an adverse factor. There was only one sale located in which the whole tract was in a floodplain. No sales with a similar adverse shape was located. Typically, similar sales are available and the appraiser uses three to five sales for comparison purposes. When similar sales are not available, the appraiser must analyze the property from different perspectives.

Since there are no sales directly similar to the subject, I have decided to estimate a value of the subject "as if" it were not in a floodplain. This will give a basis for analyses since it is reasonable that the value of the subject "as if" it were not in a floodplain is considerably less than this indication of value.

The most proximate area of industrial development is on Wheeler Avenue which is a main arterial running from downtown south to Zero Street. Although located on a four lane arterial, tracts along Wheeler are probably the most similar in location though superior due to the access. Tracts farther south on Wheeler are more similar overall in location. Most of the sales I have located in industrial parks without frontage on a highway were considered similar in location. Sales located on South 28th Street south of Highway 71 were considered overall similar.

Industrial development is often in the peripherals of a city due to available land as well as access. Most industrial subdivisions are located farther from the downtown area.

I have searched the immediate area plus areas deemed to be similar to the subject for comparable sales data. I have included 14 sales in the analysis due to the lack of similar sales.

The sales used were considered the best sales data available. The sales range in sale price from $0.38 SF to $2.81 SF, in size from 0.57 Acres (24,900 SF) to 7.06 Acres (307,500 SF) and in date of sale from June of 2004 to July of 2012. It should be noted that the lack of industrial land sales between 2008 to present indicates a possible downturn in the real estate market over this time period.

Presented on the following page is a land sale summary of the sales used for comparison. Due to the number of sales, I have arrayed these sales by size, date of sale, price per square foot and zoning for better analyses.

LAND SALE SUMMARY
(arrayed by size)

#	+/- SF FT	ACRES	SALE DATE	SALE PRICE TOTAL	SALE PRICE SQ FT	ZONING	FLOOD PLAIN	STREET FRONTAGE
1	24,900	0.57	11/09	$ 70,000	$2.81	I-1	No	Wheeler/Fresno
2	27,000	0.62	5/10	$ 57,000	$2.11	C-5	No	S 28th St.
3	33,900	0.78	12/06	$ 67,000	$1.97	C-5	No	S. Zero
4	46,200	1.06	11/10	$ 40,000	$0.87	I-2	No	Wheeler Ave
5	47,100	1.08	7/08	$ 50,000	$1.06	I-2	No	Industrial Dr.
6	46,900	1.08	10/06	$ 58,000	$1.24	I-2	No	Industrial Dr.
7	49,700	1.14	9/07	$ 30,000	$0.60	I-1	Yes	Off S 28th St.
8	91,500	2.10	7/08	$ 146,000	$1.60	C-5	No	Prairie Dr.
9	108,000	2.48	10/09	$ 136,000	$1.26	I-2	No	Wheeler Ave
10	144,200	3.31	12/09	$ 115,000	$0.80	I-2	No	Ayers
11	214,300	4.92	7/12	$ 82,000	$0.38	I-2	No	N. 6th St.
12	223,500	5.13	10/06	$ 235,000	$1.05	I-2	No	Highway 45
13	244,800	5.62	8/08	$ 102,000	$0.42	I-2	Yes	Wheeler/S Y
14	307,500	7.06	6/04	$ 150,000	$0.49	C-5	Yes	Off S 28th St.

ARRAYED BY SIZE

#	ACRES	$ SQ FT
1	0.57	$2.81
2	0.62	$2.11
3	0.78	$1.97
4	1.06	$0.87
5	1.08	$1.06
6	1.08	$1.24
7	1.14	$0.60
8	2.10	$1.60
9	2.48	$1.26
10	3.31	$0.80
11	4.92	$0.38
12	5.13	$1.05
13	5.62	$0.42
14	7.06	$0.49

ARRAYED BY SALE DATE

#	DATE	$ SQ FT
11	7/12	$0.38
4	11/10	$0.87
2	5/10	$2.11
10	12/09	$0.80
1	11/09	$2.81
9	10/09	$1.26
13	8/08	$0.42
5	7/08	$1.06
8	7/08	$1.60
7	9/07	$0.60
3	2/06	$1.97
6	10/06	$1.24
12	10/06	$1.05
14	6/04	$0.49

ARRAYED BY PRICE PER SQUARE FOOT

#	ACRES	$ SQ FT
11	4.92	$0.38
13	5.62	$0.42
14	7.06	$0.49
7	1.14	$0.60
10	3.31	$0.80
4	1.06	$0.87
12	5.13	$1.05
5	1.08	$1.06
6	1.08	$1.24
9	2.48	$1.26
8	2.10	$1.60
3	0.78	$1.97
2	0.62	$2.11
1	0.57	$2.81

ARRAYED BY ZONING

#	$SQ FT	ZONING
4	$0.87	I-2
5	$1.06	I-2
6	$1.24	I-2
9	$1.26	I-2
10	$0.80	I-2
11	$0.38	I-2
12	$1.05	I-2
13	$0.42	I-2
2	$2.11	C-5
3	$1.97	C-5
8	$1.60	C-5
14	$0.49	C-5
1	$2.81	I-1
7	$0.60	I-1

Isolating factors such as presented above allows the appraiser to better analyze the sales realizing that other factors other than those isolated influence the sales price. However, by arraying the sales, such factors differences indicated by size and zoning can evaluated.

Size is a known factor for affecting value per square foot if the size difference is significant. This difference affects property types differently. For example, size is generally not a factor in farm land but a significant difference in ranch land. Commercial properties are very reflective of size difference. Many industrial users require larger tracts but the array of sales reflects that smaller tracts will command more per square foot than larger tracts if the size is significant.

Zoning is always a factor and the sales that are zoned the same as the subject will be given more consideration even though the other sales have a similar use. Excluding Sale Two, the highest sales are zoned C-5. Although they may be put to the same use, they are superior. This may be due more to location than zoning since the C-5 zoning is a highway commercial zoning. The I-1 zoning represents the highest sale, the third lowest sale and a sale in the range of the I-2 sales; however, Sale Two is influenced by its very small size. There is no clear indication of whether the I-1 sales are inferior to the subject whereas there is a good indication that the C-5 sales are superior.

In a healthy market, arraying sales by their date of sale will show an upward trend toward the most recent sales since values increase over time in a healthy real estate market. When the market is stagnate, falling or increasing only at a very small rate, the array will not be distinctive. Such is the case with the subject market. There appears to be no significant decline or increase and it appears that the market has been flat since 2007.

APPRAISAL METHOD

I have incorporated two methods in the Direct Sales Comparison Approach - a quantitative and qualitative method.

There are insufficient sales to adjust the comparable sales for all the physical differences. The quantitative method is where the comparable sale is adjusted via a percentage for any differences in the comparable sale and subject property. The sales will be adjusted for time of sale, size, corner and zoning. The other physical characteristics (except floodplain) of the sales when compared to the subject are sufficiently similar not to require an adjustment or analyses. A location adjustment could not be extracted and the qualitative method will be used to determine if the comparable is similar, inferior or superior to the subject in location. The qualitative analyses will indicate if the comparable lot sale is overall similar, superior or inferior to the subject site after an adjustment for time of sale, size, zoning and corner.

The subject will be appraised as vacant with no improvements except utilities that are to the subject site. The improvements (crushed gravel) will be added to the vacant land value for a final value estimate.

QUANTITATIVE ADJUSTMENTS are adjustments which can be made to the sale based on a percentage or per unit value. The only quantitative adjustments that could be made to the subject are Time of Sale, Size, Zoning and Corner

TIME - Time of sale is a consideration in valuation since property values can increase or decrease over time. The general trend in the nation as well as locally is that property values increased over time. A downturn in the national real estate market in general started in 2007. This appears to be reflective of the local market since very few industrial sales were located between 2008 and 2013. Without a significant amount of sales, there can be no accurate measure of whether values have increased, decreased or remained stable. Due to the current economy, it is more likely that values have not increased at the same rates as in past years. Extractions and pairings before this time period indicated that values in most areas were increasing by 4% to 5% annually. Due to a lack of market evidence indicating an increase or decrease, I have adjusted those sales which sold prior to 2008 upward at a rate of 5% per year to bring the sales equal to the subject in time of sale as of 2008.

Sales Three, Six, Twelve and Fourteen will require a time adjustment. The remaining sales will require no time adjustment. The more distant in time from the effective date of this appraisal, any error in a time adjustment is compounded; thus, those sales with the least time adjustment will be given more consideration in the final value reconciliation.

CORNER – Corners are not major factors in industrial use properties except the added access. Although the subject is a corner, it is not a functional corner. Those sales with functional corners will be adjusted downward 10% which is considered a minimal adjustment for a corner location.

SIZE - Generally, as size gets smaller, the price per unit goes up if there is a significant difference in size. The value change resulting from the size getting smaller ends when the size gets so small that it is not as functional. The subject site contains +/- 2.40 acres of near level land, the remainder being in ditches or severed and not useable. The subject will be adjusted based on the +/- 2.40 acres, not the whole 3.59 acres.

Though varied, it is apparent from the sales that size affects value. Please refer to the preceding array on a price per square foot versus size.

There were too few sales for extractions among the sales used. I have made many extractions in the past and commercial and industrial tracts will generally command around 10% to 15% less for each doubling in size. I will use the upper indication to adjust the sales upward and the lower indication to adjust the sales downward.

Sales One through Seven will be adjusted downward for size and Sales Eleven through Fifteen will be adjusted upward based on the above scenario. Sales Eight through Ten are sufficiently similar in size not to require a size adjustment on a price per square foot.

ZONING – The subject is zoned I-2 Medium Industrial as are Sales 4, 5, 6, 9, 10, 11, 12, and 13 which will require no adjustment for zoning. Although I-1 is more restrictive, the sales indicate no definite difference, showing both a lower and higher value than the I-2 sales. It is apparent that the C-5 zoned sales are superior.

A pairing of the C-5 sales with the I-2 sales indicates a significant difference in value. The lowest C-5 sale (excluding Sale 14) is greater than the highest I-2 sales. A general pairing indicates an adjustment of from +/- 25% to well over 50%. However, when size is factored, the indication drops around 10%. I will adjust the C-5 sales downward 15% to allow for the superior zoning. As stated earlier, this adjustment is considered to be incorporated somewhat in the Location. Where a Zoning adjustment is made, the Location will be reflected in the qualitative analyses.

QUALITATIVE ANALYSIS is based on comparing individual characteristic where a percentage or dollar amount of adjustment cannot be applied due to lack of market support for a quantitative adjustment. The individual characteristics which will be analyzed are Location, Shape and Floodplain.

LOCATION – Many industrial sales were analyzed but there were no sales which were considered very similar to the subject in location. The subject is near downtown but located on a street off a major arterial which dead ends. This is not atypical of industrial properties but no sales with this similar characteristic was located. It appears that even industrial buyers like to be on through streets.

The most proximate sales found that are similar in use (industrial) are located on Wheeler Avenue; however, Wheeler is a four lane major city arterial. Those sales nearer the subject and downtown were considered superior due to the street frontage and those farther south were considered near similar.

The sale on South 28th Street is just south of Zero and considered superior in location as is the sale on South Zero. The sales in the Industrial parks were considered similar. These sales are more distant from town but just off Highway 45 and demand for this type industrial appears greater.

FRONTAGE/SHAPE – There were no sales found with the high ratio of frontage as the subject or the significantly inferior shape of the subject. Based on no individual market evidence regarding these characteristic, it is my opinion that these are offsetting factors.

Since all the sales are superior in shape and inferior in frontage (other than those tracts already allocated in the corner adjustment), no adjustment will be made for frontage and shape. Since there will be no adjustment, these characteristics will not be included in the grid.

OTHER FACTORS

UNDEVELOPABLE LAND AREA – The engineer is not aware of the size of the tract that is totally undevelopable or the area that is near level and at grade. I have estimated the undevelopable land area at 1.19 acres. Where the property is commercial or some other more densely developed properties, these areas can have some contributory value due to zoning restrictions regarding setbacks or lot coverage. This is generally not a factor in industrial properties. It is my opinion that the contribution of the undevelopable area for zoning purposes is easily offset by the view of the ditches in the non-developable area. I have considered the +/- 1.19 acres of non-developable area to have little or no contributory value. Since this undevelopable land could have some value, it is my opinion that a maximum of 10% of the filled areas value would be the maximum contribution.

FLOODWAY AND FLOODPLAIN - The subject is totally within a 100 year floodplain but none of the tract is in a floodway. I have estimated that approximately 2.40 acres are level, near street grade and approximately 6' deep in the flood zone. The remaining +/- 1.19 acres are drainage ditches or lands that are not usable due to the drainage ditches.

The estimated value of the tract "as if" there were no flood hazard area on the +/- 2.40 acres will be estimated and then later adjusted for the floodplain.

COMPARABLE SALES GRID

NOTE TO READER: ***The purpose of these grids is to indicate the value of the subject "as if" it were not located in a flood hazard area; thus, the grids will show sales with floodplain to be inferior to the subject and should not be confused as an indication of the value of the subject property in the floodplain.***

COMPARABLE	1	2	3	4	5
PRICE SQ FT	$2.81 SF	$2.11 SF	$1.97 SF	$0.87 SF	$1.06 SF
FINANCING	-0-	-0-	-0-	-0-	-0-
TIME OF SALE	-0-	-0-	+5%	-0-	-0-
ADJUSTED	$2.81	$2.11	$2.07	$0.87	$1.06
SITE SIZE	-30%	-30%	-30%	-15%	-15%
CORNER	-10%	-0-	-0-	-0-	-10%
ZONING	Similar	-15%	-15%	Same	Same
ADJUSTED	$1.69	$1.16	$1.14	$0.74	$0.80
LOCATION	Superior	Superior	Superior	Similar	Similar
FLOODPLAIN	Similar	Similar	Similar	Similar	Similar
OVERALL COMP	Superior $1.69 SF	Superior $1.16 SF	Superior $1.14 SF	Similar $0.74 SF	Similar $0.80 SF

COMPARABLE	6	7	8	9	10
PRICE SQ FT	$1.24 SF	$0.60 SF	$1.60 SF	$1.26 SF	$0.80 SF
FINANCING	-0-	-0-	-0-	-0-	-0-
TIME OF SALE	+5%	-0-	-0-	-0-	-0-
ADJUSTED	$1.30	$0.60	$1.60	$1.26	$0.80
SITE SIZE	-15%	-15%	-0-	-0-	-0-
CORNER	-0-	-0-	-0-	-0-	-0-
ZONING	Same	Similar	-15%	Same	Same
ADJUSTED	$1.11	$0.51	$1.36	$1.26	$0.80
LOCATION	Similar	Inferior	Superior	Similar	Similar
FLOODPLAIN	Similar	Inferior	Similar	Similar	Similar
OVERALL COMP	Inferior $1.11 SF	Inferior $0.51 SF	Superior $1.36 SF	Similar $0.74 SF	Similar $0.80 SF

COMPARABLE	11	12	13	14
PRICE SQ FT	$0.38 SF	$1.05 SF	$0.42 SF	$0.49 SF
FINANCING	-0-	-0-	-0-	-0-
TIME OF SALE	-0-	+5%	-0-	+15%
ADJUSTED	$0.38	$1.10	$0.42	$0.56
SITE SIZE	+15%	+15%	+15%	+30%
CORNER	-0-	-0-	-10%	-0-
ZONING	Same	Same	Same	-15%
ADJUSTED	$0.44	$1.27	$0.44	$0.64
LOCATION	Inferior	Inferior	Similar	Inferior
FLOODPLAIN	Similar	Similar	Inferior	Inferior
OVERALL COMP	Inferior $0.44 SF	Superior $1.27 SF	Inferior $0.44 SF	Inferior $0.64 SF

OVERALL SUPERIOR	OVERALL SIMILAR	OVERALL INFERIOR
$1.69 SF (Sale 1)	$0.74 SF (Sale 4)	$0.51 SF (Sale 7)
$1.16 SF (Sale 2)	$0.80 SF (Sale 5)	$0.44 SF (Sale 11)
$1.14 SF (Sale 3)	$0.74 SF (Sale 9)	$0.44 SF (Sale 13)
$1.36 SF (Sale 8)	$0.80 SF (Sale 10)	$0.64 SF (Sale 14)
$1.27 SF (Sale 12)	$1.11 SF (Sale 6)	

The subject should command less than the overall superior sales which range in value from $1.14 SF to $1.69 SF and should command a value lower than the lowest overall sale indicator ($1.14 SF).

The subject should command more than the overall inferior sales which range from $0.44 SF to $0.64 SF and should command more than the highest overall inferior sale indication ($0.64 SF). This sets the range of value for the subject "as if" it were not in a floodplain between $0.65 SF and $1.13 SF. The subject's value should fall in this range.

The overall similar sales range in indicated values of between $0.74 SF to $1.11 SF and the subject's value should fall in this range. This range is also within the range of indicated values created by the overall superior and inferior sales.

The overall similar sales represent a very tight range in value with two of the five sales indicating $0.74 SF and two sales indicating $0.80 SF. One sale (Sale 6) falls outside of this tight range but is still in the range created by the overall superior and inferior sales.

Of the Overall Similar sales, Sales Nine ($0.74 SF) and Ten ($0.80 SF) are the most similar in size. These sales are overall similar and required no adjustment. Sale Five required several adjustments and given less weight. Sale Four required some adjustment. Sale Six, the highest indicator required two adjustments.

After analyzing the sales, it is my opinion that the subject site "as if vacant", if placed on the open market "as if" it was not in a floodplain would command approximately $0.80 SF. The value would be calculated as:

104,600 SF	X	$0.80 SF	=	r $83,700	Filled
51,800 SF	X	$0.08 SF	=	r $ 4,100	Not Filled
156,400 SF				$87,800	

It is my opinion that the subject site **"if it were not located in a floodplain"** could command approximately $88,000 based on a market sale.

MARKET VALUE ESTIMATE "AS IS" VACANT LAND

Sales of tracts partially in the floodplain are not a good indication of the value of a tract totally in a floodplain. When only portions of the tract are in a floodplain, a building can be built on the non-floodplain area and parking or yard storage can be placed in the floodplain. Thus, a pairing of sales without floodplain to obtain a contribution of the floodplain area is not a good indication of a tract that is totally in a floodplain.

Only one sale was located that was 100% in the floodplain. Sale 13 ($0.42 SF) is located very near the subject, is in a 100 year floodplain and sold in 2008. This property is superior to the subject in that it is a superior corner tract on a major arterial. The zoning is the same but the size is inferior on a price per square foot; however, this sale is overall superior to the subject tract. After adjusting this tract upward for size and downward for corner, it would indicate a value for the subject around $0.50 SF not taking into consideration the subject's superior location. It is unknown how deep in the floodplain this tract is. I have made several attempts to confirm this sale but have not been able to confirm the sale other than tax records. Since I could not confirm this sale as being a market sale, it is considered but not given a lot of weight.

If the value of the subject being totally in a floodplain (6') is inferior to the subject "as if" it were not in a floodplain, the subject should command less than the lowest overall similar sale ($0.74 SF).

It is also reasonable to assume that the subject's floodplain could be offset by location which would indicate the subject might command a value in the range of the overall inferior sales ($0.44 SF to $0.64 SF). This would be a discount from the estimated "as if" it were outside a floodplain of +/- 20% to 45%. Sale Thirteen's adjusted sale price ($0.48 SF) falls within this range.

It is my opinion that the subject site "as is", considering that +/- 1.19 acres are unusable and that the remaining +/- 2.40 acres are +/- 6' deep in a floodplain, has a current market value of $0.60 SF for the filled area of the site and $0.06 SF for the unusable area of the site. My value calculation is as follows:

104,600 SF	X	$0.60 SF	=	r $62,800
51,800 SF	X	$0.06 SF	=	r $ 3,100
156,400 SF				$65,900
	Indicated Land Value			**r $66,000**

IMPROVEMENT CONTRIBUTION

According to the owner, approximately 1.5 acres have been covered with +/- 4" of gravel at a cost of approximately $20,000. This is considered to be an improvement to the vacant site, necessary for its highest and best use and is assumed to contribute its cost toward its value. There is no depreciation and the cost is added directly to the land value to indicate a market value of the site.

Land Value	$66,000
Improvement Value	$20,000
Indicated "as is" Value	**$86,000**

CERTIFICATION - I Certify to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.

- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.

- I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or with respect to the parties involved.

- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions and conclusions were developed and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.

- I, Tommy M. Matthews, have made an inspection of the property on August 12, 2013 with the permission of the property owner which is the effective date of this appraisal.

- Sarah R. Matthews is hereby recognized for her assistance in the preparation of this appraisal report (research).

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standard of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- As of the date of this report, I, Tommy M. Matthews, MAI, SRA have completed the continuing education program for the Appraisal Institute.

Based upon the data gathered and presented within the report but subject to the Extraordinary Assumptions made in the report, the estimated loss in value in fee simple based on a marketing time of one year and an exposure time one year, as of August 12, 2013 is:

$86,000

August 19, 2013

Tommy M. Matthews, MAI SRA, CG0488

CONTINGENT AND LIMITING CONDITIONS - This appraisal is subject to the following limiting conditions:

The appraisal and estimated value are contingent on there being no environmental problems with the land. I am not qualified to inspect for environmental problems but none were apparent.

The opinion of value is based on an arms length market sale.

The estimated value is the appraiser's opinion of the value as of the effective date of the appraisal.

The property description furnished is assumed to be correct. I assume no responsibility for matters legal in character, nor render any opinion as to the title, which is assumed to be good. The property is appraised as having knowledgeable ownership and competent management.

I have relied on data provided to me which is assumed to be correct.

I have made no survey and assume no responsibility in connection with such matters. The information identified in this appraisal as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed.

The distribution of the total evaluation between land and improvements, if any, I this appraisal applies only under the existing program of utilization. The separate estimates for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

I am not required to give testimony or attendance in court by reason of the appraisal with reference to the property in question unless arrangements have been made previously thereof.

Possession of this appraisal or a copy there of does not carry with it the right of publication. It may not be used for any purpose by anyone other than the addressee without the previous written consent of the appraiser.

Neither all nor any part of the contents of this appraisal shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected.

SUBJECT SITE LOOKING NORTHWEST FROM NAVY ROAD.
NOTE SITE BEING AT STREET GRADE. DRAINAGE DITCH AT REAR.

SUBJECT SITE LOOKING NORTHEAST ALONG WEST SIDE OF NAVY ROAD

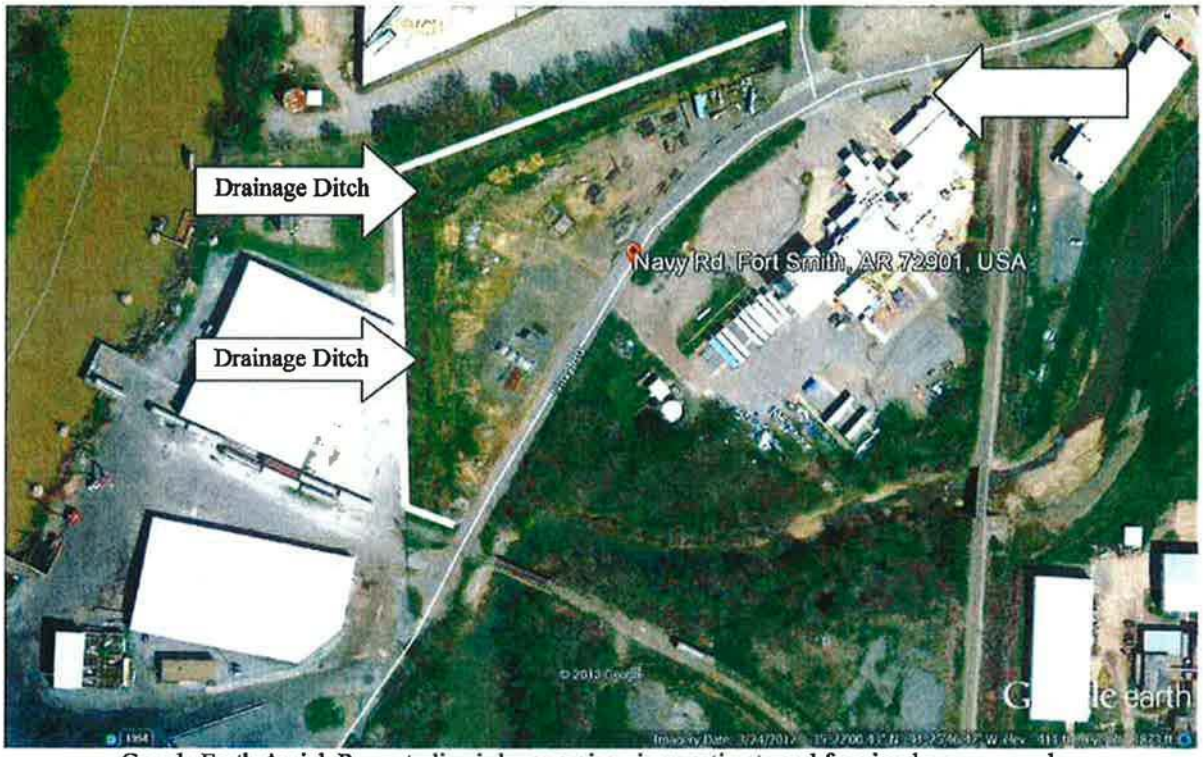
Photos by Tom Matthews on August 12, 2013

SUBJECT SITE LOOKING SOUTHWEST ALONG WEST SIDE OF NAVY ROAD

SUBJECT SITE WITH SOUTH 6TH STREET AT RIGHT, NAVY ROAD IN FOREGROUND DRAINAGE DITCH AT VEGATATION

Photos by Tom Matthews on August 12, 2013

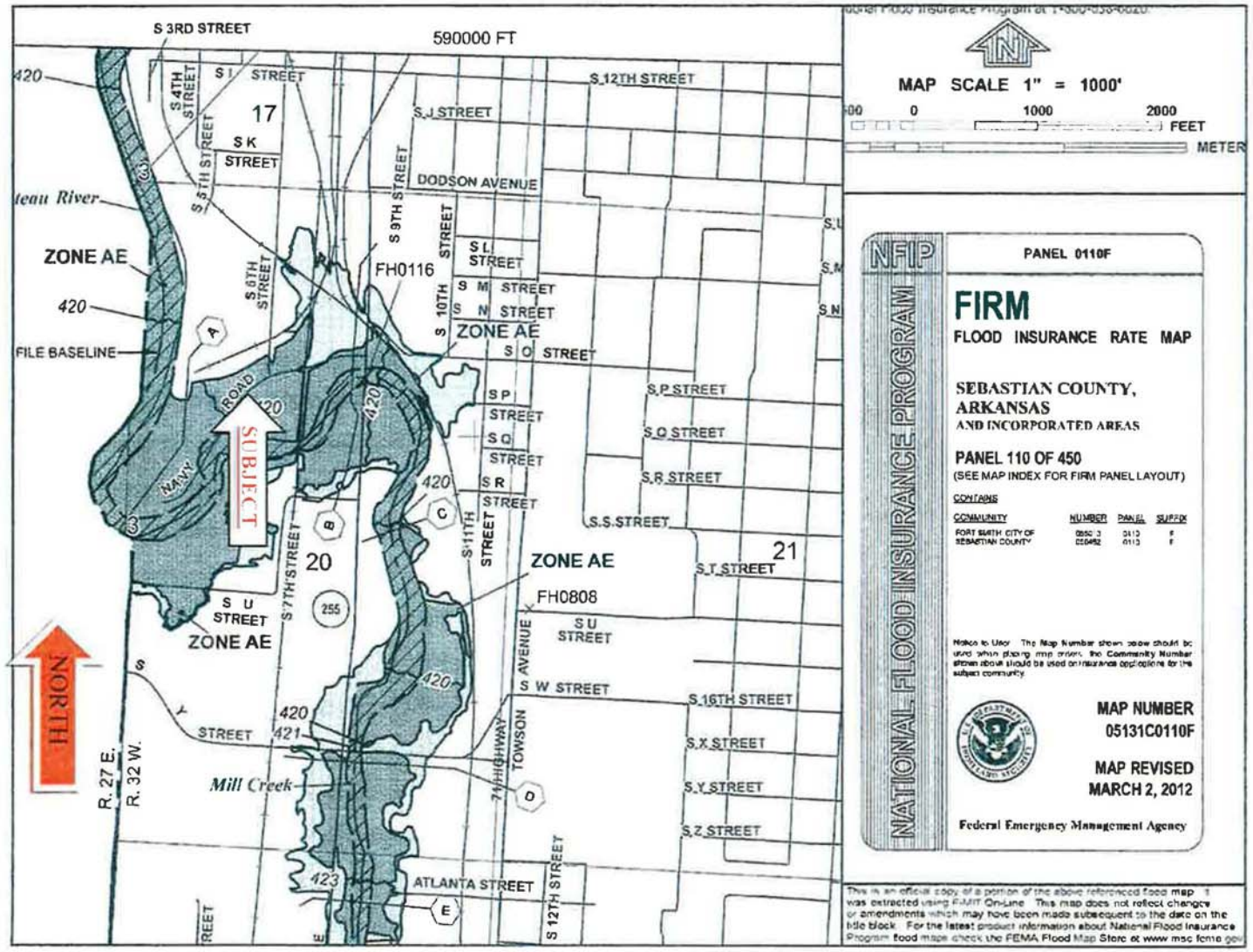
DRAINAGE DITCH RUNNING ALONG WEST PROPERTY LINE
LOOKING WEST FROM NAVY ROAD

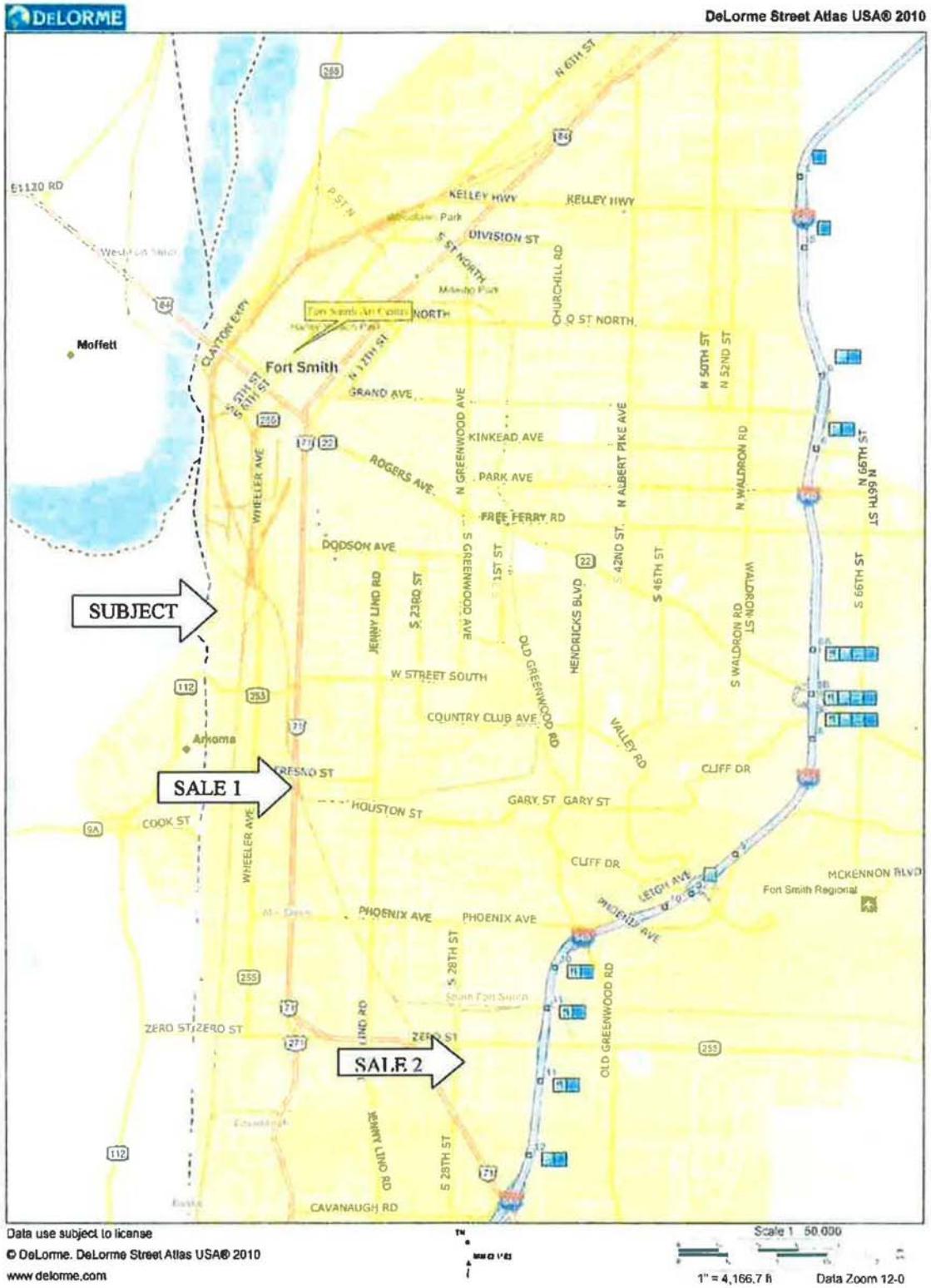


Google Earth Aerial. Property line is by appraiser, is an estimate and for visual purposes only.

ZONING MAP

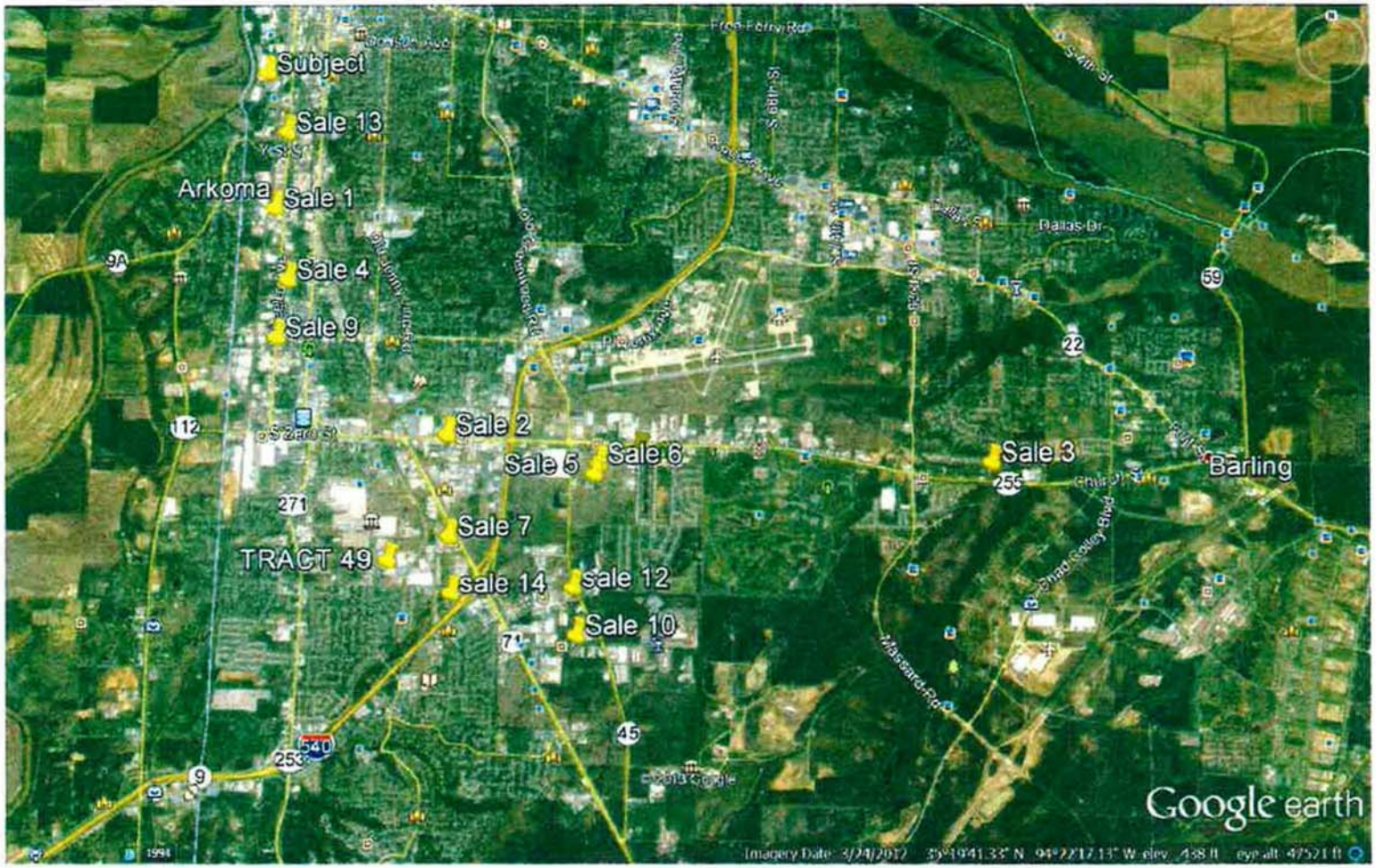
FLOODPLAIN MAP



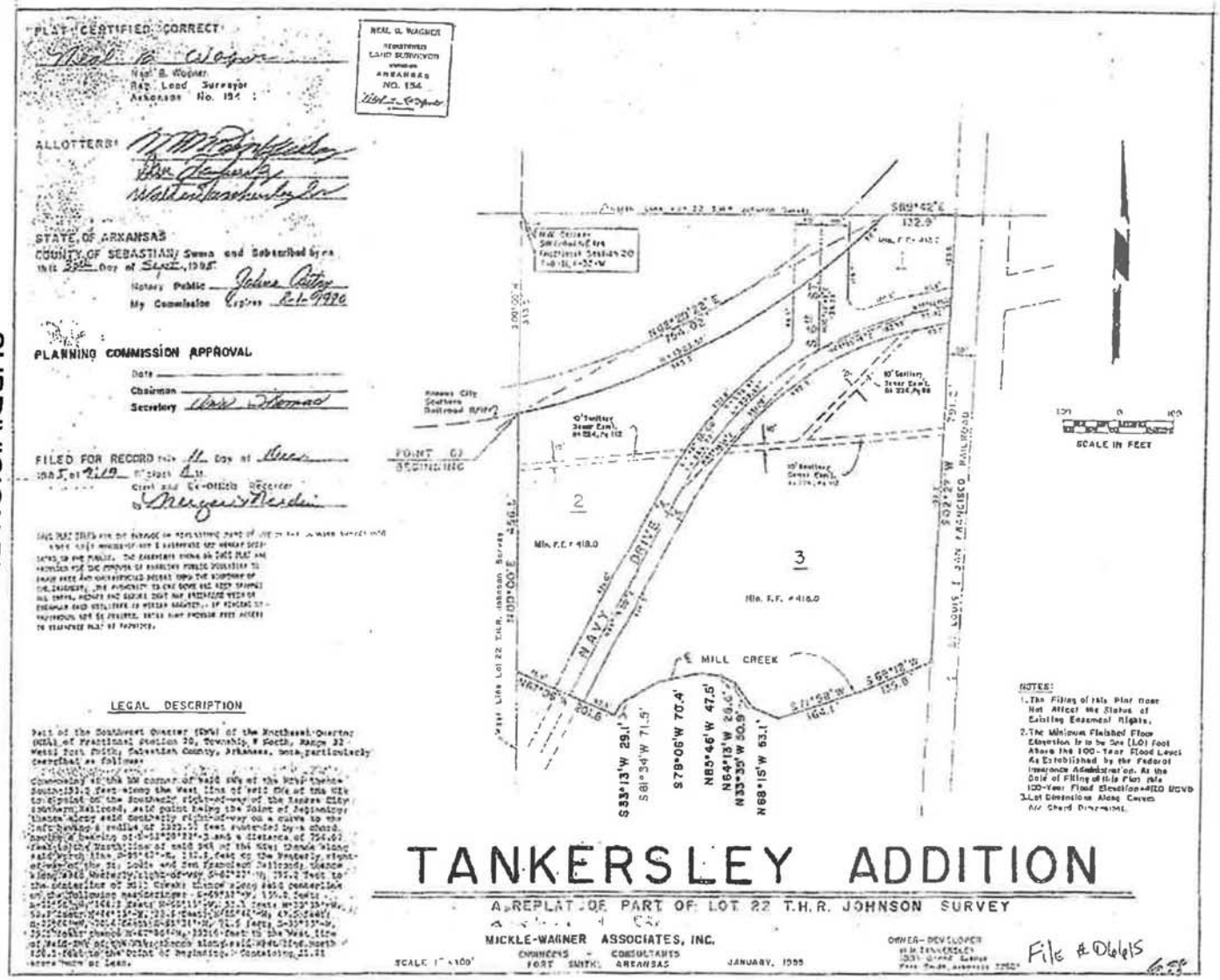


LOCATION MAP

LAND SALES MAP



SUBDIVISION PLAT



Certificate of Record - Fort Smith District of Sebastian County, Arkansas
Doc #: 7172868
Fee: $11.00
Pages: 2
09/28/2005 13:36:10 PM
Dona Tate, County Clerk and Recorder

280128

WARRANTY DEED
(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That **Rodney H. Ghan, P.A.** a corporation organized under and by virtue of the laws of the State of **Arkansas** by its **President** ,duly authorized by proper resolution of the Board of Directors, for the consideration of the sum of One Dollar and other good and valuable consideration, in hand paid by **B & B Properties** Grantee(s) the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the said **B & B Properties** Grantee(s) and unto his/her/their heirs and assigns forever the following described land, situated in the County of **Sebastian** State of Arkansas, to wit:

An Undivided 1/2 interest in and to Lot 2, Tankersley Addition, a Replat of Lot 22, T.H.R. Johnson Survey, an Addition to the City of Fort Smith, Arkansas, according to Plat filed December 11, 1985. Less and except minerals and mineral rights.

Subject to all prior mineral reservations of record and subject to Oil and Gas Leases of Record.

TO HAVE AND TO HOLD The same unto the said Grantee(s) and unto his/her/their heirs and assigns forever, with all appurtenances thereunto belonging. And the Grantor hereby covenants with the said Grantee(s) that it is lawfully seized in fee of the aforesaid premises; that they are free from all encumbrances; that it has good right to sell and convey the same to the said Grantees as aforesaid, and that it will forever warrant and defend the title to said lands against all claims and demands whatsoever.

IN TESTIMONY WHEREOF, The the said Grantor has, by order of its Board of Directors, hereunto caused these presents to be signed by its President and attested by its Secretary, and caused its corporate seal to be hereunto affixed this **September** 26 **2005.**

11

Rodney H. Ghan, P.A., A Corporation

By _____ [L.S.]
Rodney H. Ghan, President

By _____ [L.S.]

ACKNOWLEDGEMENT

State of **Arkansas**
County of **Sebastian**

. That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named **Rodney H. Ghan** to me personally well known, who stated that they were the **President** of the **Rodney H. Ghan, P.A.** a corporation, and were duly authorized in their

$22.50

MHC 05-35348

11

respective capacitites to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26 day of September, 2005. 200129

NOTARY PUBLIC

Notary Public

My commission expires: 1-22-2011

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument

Grantee or Agent and address:

Return to: 1104 M St
BARLING, AR. 72923
BOX 2124

Prepared by: Eugene A. Wahl, Jr., Attorney, ~~509 Rogers Avenue~~, Fort Smith, Ar. 72902

ARKANSAS DOCUMENTARY
$82.50
467555

Certificate of Record - Fort Smith District of Sebastian County, Arkansas

Doc #: 7172669
Fee: $11.00
Pages: 2
09/28/2005 13:36:17 PM

Doris Tate, County Clerk and Recorder

200130

WARRANTY DEED
(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That **T. & L. Investments, Inc.**, a corporation organized under and by virtue of the laws of the State of **Arkansas** by its **President** and **Secretary** ,duly authorized by proper resolution of the Board of Directors, for the consideration of the sum of One Dollar and other good and valuable consideration, in hand paid by **B & B Properties** Grantee(s) the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the said **B & B Properties** Grantee(s) and unto his/her/their heirs and assigns forever the following described land, situated in the County of **Sebastian** State of Arkansas, to wit:

An undivided 1/2 interest in and to Lot 2, Tankersley Addition, a Replat of Lot 22, T.H.R. Johnson Survey, an Addition to the City of Fort Smith, Arkansas, according to Plat filed December 11, 1985. Less and except minerals and mineral rights.

Subject to all prior mineral reservations of record and subject to Oil and Gas Leases of Record.

TO HAVE AND TO HOLD The same unto the said Grantee(s) and unto his/her/their heirs and assigns forever, with all appurtenances thereunto belonging. And the Grantor hereby covenants with the said Grantee(s) that it is lawfully seized in fee of the aforesaid premises; that they are free from all encumbrances; that it has good right to sell and convey the same to the said Grantees as aforesaid, and that it will forever warrant and defend the title to said lands against all claims and demands whatsoever.

IN TESTIMONY WHEREOF, The the said Grantor has, by order of its Board of Directors, hereunto caused these presents to be signed by its President and attested by its Secretary, and caused its corporate seal to be hereunto affixed this September 26 2005.

T. & L. Investments, Inc., A Corporation

By Boyd T. Fowler [L.S.]
Boyd T. Fowler, President

By [L.S.]
C.L. Cotner, Jr., Secretary

ACKNOWLEDGEMENT

State of **Arkansas**
County of **Sebastian**

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named **Boyd T. Fowler** and **C.L. Cotner, Jr.** to me personally well known, who stated that they were the **President** and **Secretary** of the **T. & L. Investmments, Inc.** a corporation, and

MAC 05-35348

were duly authorized in their respective capacitites to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26 day of September, 2005.

260131

NOTARY PUBLIC

Notary Public

My commission expires: 1-22-2011

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Grantee or Agent and address

Return Steve Bean
1104 M St
BARLING, AR. 72923
BUX 2124

Prepared by: Eugene A. Wahl, Jr., Attorney, 509 Rogers Avenue, Fort Smith, Ar. 72402

Summary Appraisal Report

LAND APPRAISAL REPORT

File No. 7789

IDENTIFICATION

Owner: Steve Beam - B & B Properties | Census Tract: 03.00 | Map Reference: 22900

Property Address: 500 Block Navy Road

City: Fort Smith | County: Sebastian | State: AR | Zip Code: 72901

Legal Description: Lot 2, Tankersley Addition & Pt NW NW NE 20-08-32 Parcel #17898-0002-00000-00 & 18883-0000-00736-01

Sale Price $ ____ | Date of Sale ____ | Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $2,313.68 (yr.)

Client: Steve Beam | Address: 7201 S 28th St, Fort Smith, AR, 72908

Occupant: Vacant Land | Appraiser: Ken Colley | Instructions to Appraiser: Estimate fair market value of the subject.

Intended User: Owner/Client | Intended Use: Establish market value

NEIGHBORHOOD

Location	[X] Urban	[ ] Suburban	[ ] Rural
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev.	[ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use: 60 % 1 Family, 4 % 2-4 Fam, 1 % Apts., ___ % Condo, 5 % Commercial, 100 5 % Industrial, 25 % Vacant, ___ %

Change in Present Land Use: [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From ____ To ____

Predominant Occupancy: [X] Owner [ ] Tenant 0-5 % Vacant

Single Family Price Range: $ 30,000 to $ 150,000 Predominant Value $ 65,000

Single Family Age: 15 yrs to 80 yrs. Predominant Age 60 yrs.

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreational Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Conditions		X		
Police and Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market		X		

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise): The subject is located in an established neighborhood consisting of both residential and commercial properties. The subject is within 5 miles to public schools, shopping, churches, post office and employment centers. The subject is located at the nortwest corner of Navy Road and S. 6th Street which is within 2 blocks west of Wheeler Avenue.

SITE

Dimensions ____ = 3.59+/- acres [X] Corner Lot

Zoning Classification: I-3 | Present improvements [X] do [ ] do not conform to zoning regulations

Highest and best use: [X] Present use [ ] Other (specify) ____

	Public	Other (Describe)
Elec.	X	
Gas	X	
Water	X	
San. Sewer	X	
	[ ] Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access: [X] Public [ ] Private

Surface: Asphalt paved

Maintenance: [X] Public [ ] Private

[X] Storm Sewer [ ] Curb/Gutter

[ ] Sidewalk [ ] Street Lights

Topo: Mostly Level

Size: Typical

Shape: Irregular

View: Average

Drainage: Appears adequate

Is the property located in a HUD Identified Special Flood Hazard Area? [ ] No [X] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): The site is a typical corner lot. The site is located in Zone AE which is in the 100 year flood plain according to flood map panel #05131C0110F, dated 3/2/2012. No survey was furnished at the time of inspection. A drainage ditch runs along the northern portion of the property. Per the owner, the site has had significant site buildup. *** See Additional Comments ***

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis [X] See grid below. [ ] See narrative attachment

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	500 Block Navy Rd Fort Smith, AR 72901	3723-25 Wheeler Ave Fort Smith, AR 72901		3401 Wheeler Ave Fort Smith, AR		3729 Wheeler Ave Fort Smith, AR	
Proximity to Subj.		1.34 miles S		1.14 miles S		1.39 miles S	
Sales Price	$		$ 136,000		$ 70,000		$ 95,000
Price	$		$ 51,321		$ 125,000		$ 36,538
Data Source		Bradford & Udouj/MLS		Coldwell Bnker/Premier RE		Kralicek Realty	
Date of Sale and Time Adjustment	DESCRIPTION 7/2013	DESCRIPTION 2/12/10(forcl+15%)	+ (-) $ Adjustment +20,400	DESCRIPTION 11/18/2009	+ (-) $ Adjustment	DESCRIPTION 6/26/2008	+ (-) $ Adjustment
Location	Average	Average/Good	-10,000	Average/Good	-10,000	Average/Good	-10,000
Site/View	Average	Average		Average		Average	
Site Area	3.59+/- acres	2.65+/- acres	+56,400	.56+/- ac	+181,800	2.60+/- ac	+59,400
Flood Zone	Yes	Yes		No	-5,000	Yes	
Topography	Moslty level	Mostly level		Mostly level		Mostly level	
Other	None	Small office/shop	No value	None		Gas well/esmt	+15,000
Sales or Financing Concessions		MLS #561328 DOM 458		MLS #108453 DOM 372		MLS #527880 DOM 192	
Net Adj. (Total)		[X] Plus [ ] Minus $	66,800	[X] Plus [ ] Minus $	166,800	[X] Plus [ ] Minus $	64,400
Indicated Value of Subject		Gross 63.8% Net 49.1%	$ 202,800	Gross 281.1% Net 238.3%	$ 236,800	Gross 88.8% Net 67.8%	$ 159,400

Comments on Market Data: Limited sales in the immediate area, therefore sales over one year were considered. All sales are located along Wheeler Avene and are considered to be superior in location - a negative adjustment of $10,000 was applied to each. A land size adjustment of $60,000 per acre was applied. Sale #1 was a forclosure property at the time of sale - a positve adjustment of 15% was applied for market conditions/time.

RECONCILIATION

Comments and Conditions of Appraisal: The Comparasion Approach is the best indicator of value for the subject. This is a "Summary Appraisal" in accordance with USPAP guidelines. Lisa K. Daniel, CR #1214, offered research and data to this report.

Final Reconciliation: All comparables were considered in the final estimate of value. The subject property has not transferred title in the past three years. The subject is not currently listed for sale. The subject is estimated to have a value of $200,000 or $55,710 per acre.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF July 2, 2013 to be $200,000

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the subject property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Ken Colley
Name Ken Colley
Company Name Ken Colley & Associates, Inc.
Company Address 2409 South Waldron Road
Fort Smith, AR 72903
Telephone Number 479-452-0078
Email Address kencolleyinc@sbcglobal.net
Date of Signature and Report July 9, 2013
Effective Date of Appraisal July 2, 2013
State Certification # CG0298
or State License #
or Other State #
State AR
Expiration Date of Certification or License 6/30/2014

ADDRESS OF PROPERTY APPRAISED
500 Block Navy Road
Fort Smith, AR 72901
APPRAISED VALUE OF SUBJECT PROPERTY $ 200,000
CLIENT
Name
Company Name Steve Beam
Company Address 7201 S 28th St
Fort Smith, AR 72908
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address

Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

ADDITIONAL COMMENTS

Intended User	Owner/Client						
Property Address	500 Block Navy Road						
City	Fort Smith	County	Sebastian	State	AR	Zip Code	72901
Client	Steve Beam						

SITE

See attached letter from Mickle Wagner Coleman, Inc. The subject has had significant site work since the purchase in 2005. However, it should be noted that cost does not equal value. The value determined in this appraisal is based on comparable sales in the neighborhood. It is unknown if any of the subject's site is out of the flood zone since the site buildup. Based upon data available to this appraiser, it appears that a majority of the site is located in the flood zone.

USPAP Compliance Addendum

File No. 7789

Borrower Owner/Client
Property Address 500 Block Navy Road
City Fort Smith County Sebastian State AR Zip Code 72901
Lender/Client Steve Beam, 7201 S 28th St, Fort Smith, AR 72908

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- [ ] **Self Contained** (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- [X] **Summary** (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- [ ] **Restricted Use** (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

COMMENTS ON THE STANDARDS RULE 2-3

I certify that, to the best of my knowledge and belief:

* The statements of fact contained in this report are true and correct.
* The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
* I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
* Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this agreement.
* I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
* My engagement in this assignment was not contingent upon developing or reporting predetermined results.
* My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
* My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
* I [X] have or [ ] have not made a personal inspection of the property that is the subject of this report.
* No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report.)

COMMENTS ON APPRAISAL AND REPORT IDENTIFICATION

Note any USPAP related issues requiring disclosure and any State mandated requirements:

Lisa K. Daniel, AR #CR1214, offered research and data to this report. No other person(s) provided significant real property appraisal assistance to the persons signing this certification.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

[X] A reasonable marketing time for the subject property is 3-12 month(s) utilizing market conditions pertinent to the appraisal assignment.
[X] A reasonable exposure time for the subject property is 1-12 month(s).

APPRAISER

Signature Ken Colley
Name Ken Colley
Date of Signature July 9, 2013
State Certification # CG0298
or State License #
State AR
Expiration Date of Certification or License 6/30/2014

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

Supervisory Appraiser Inspection of Subject Property:
[ ] Did Not [ ] Exterior-only from Street [ ] Interior and Exterior

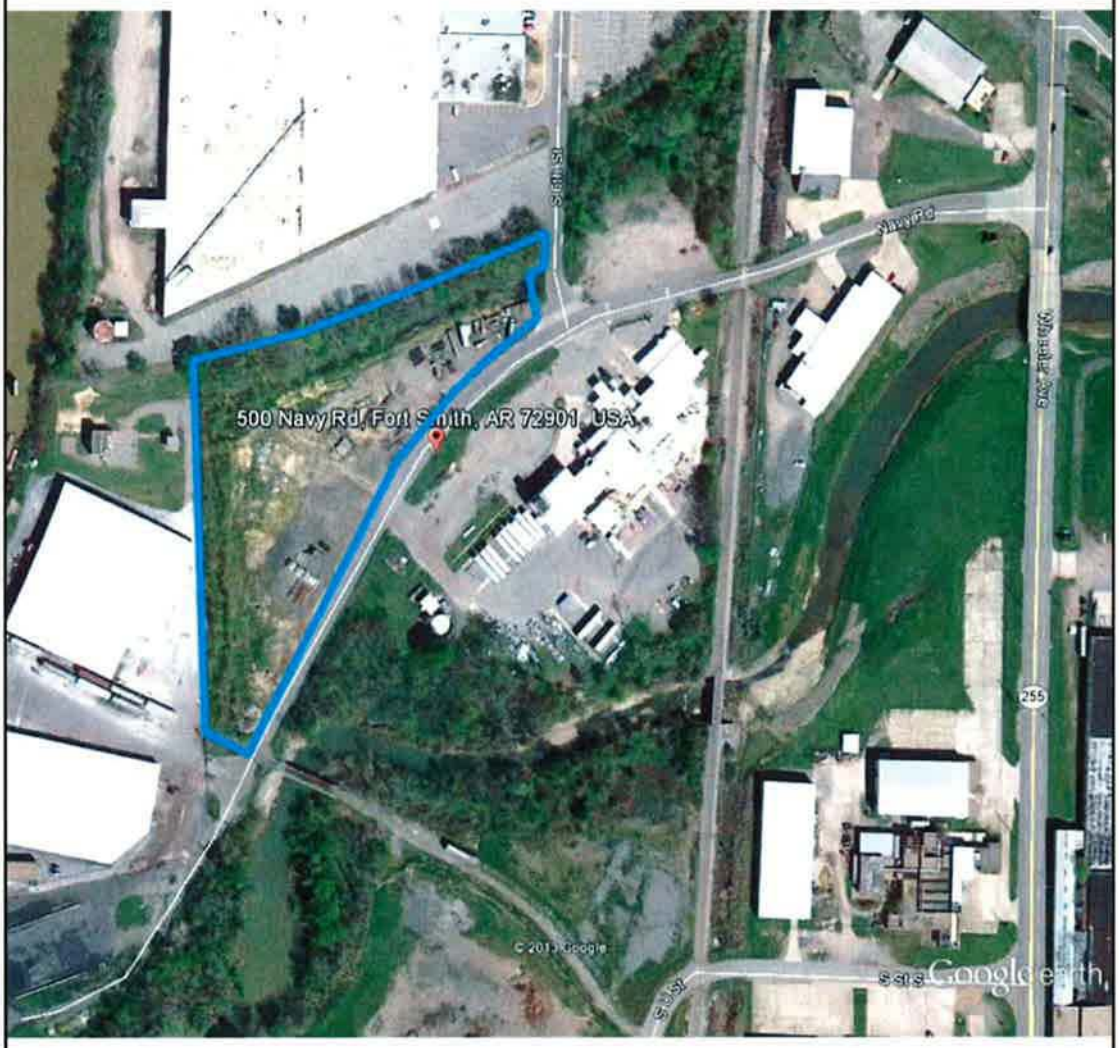
Effective Date of Appraisal July 2, 2013

USPAP Compliance Addendum 2012

File No. 7789

AERIAL VIEW

Intended User	Owner/Client						
Property Address	500 Block Navy Road						
City	Fort Smith	County	Sebastian	State	AR	Zip Code	72901
Client	Steve Beam						



File No. 7789

PHOTOGRAPH ADDENDUM

Intended User: Owner/Client
Property Address: 500 Block Navy Road
City: Fort Smith County: Sebastian State: AR Zip Code: 72901
Client: Steve Beam

FRONT VIEW OF SUBJECT PROPERTY

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

File No. 7789

PHOTOGRAPH ADDENDUM

Intended User: Owner/Client
Property Address: 500 Block Navy Road
City: Fort Smith County: Sebastian State: AR Zip Code: 72901
Client: Steve Beam

FRONT VIEW #2

FRONT VIEW #3

N 6TH ST - LOOKING NORTH

File No. 7789

PHOTOGRAPH ADDENDUM

Intended User: Owner/Client

Property Address: 500 Block Navy Road

City: Fort Smith | County: Sebastian | State: AR | Zip Code: 72901

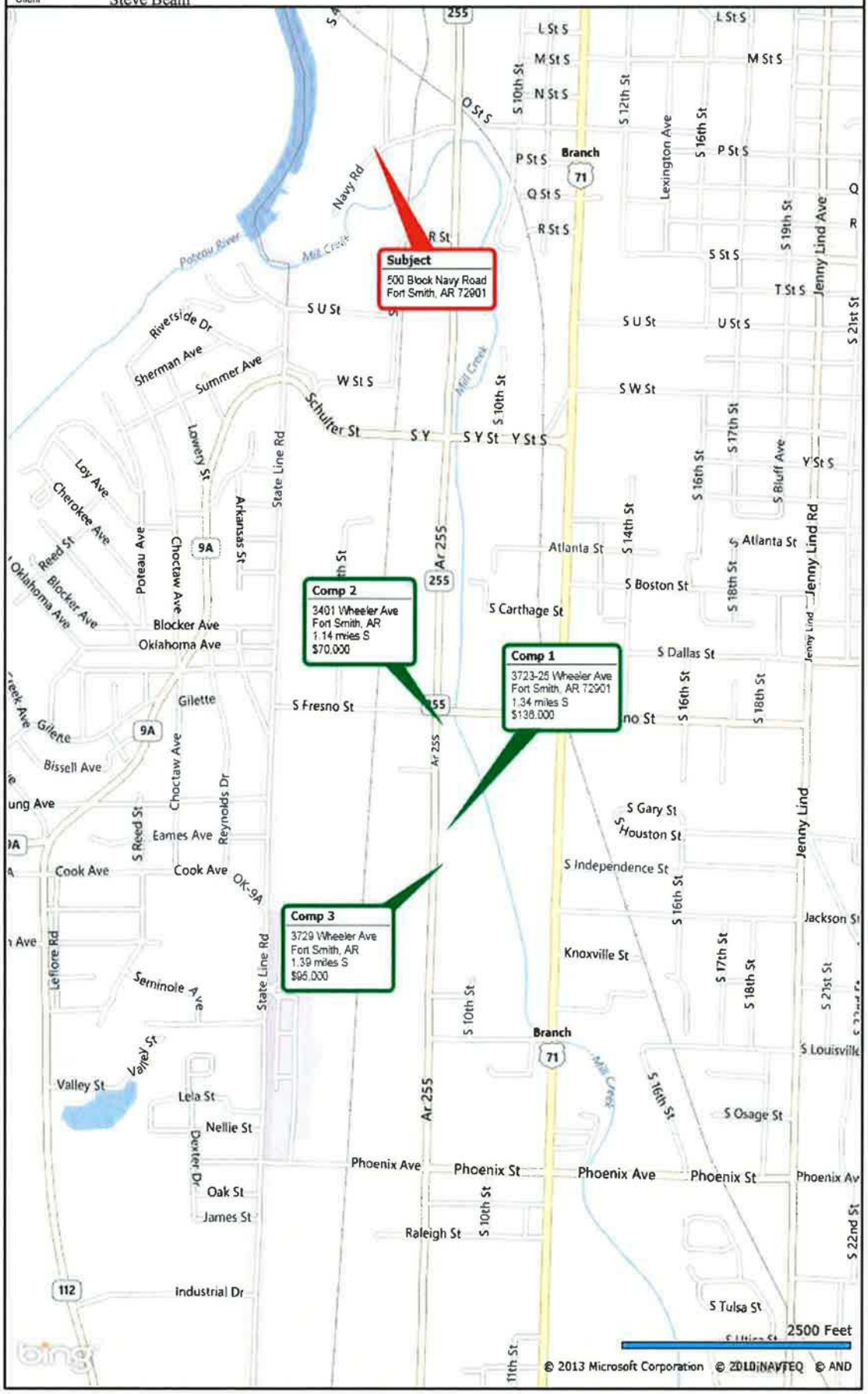
Client: Steve Beam

Creek - runs along north boundary line

File No. 7789

Location Map

Intended User: Owner/Client
Property Address: 500 Block Navy Road
City: Fort Smith County: Sebastian State: AR Zip Code: 72901
Client: Steve Beam



File No. 7789

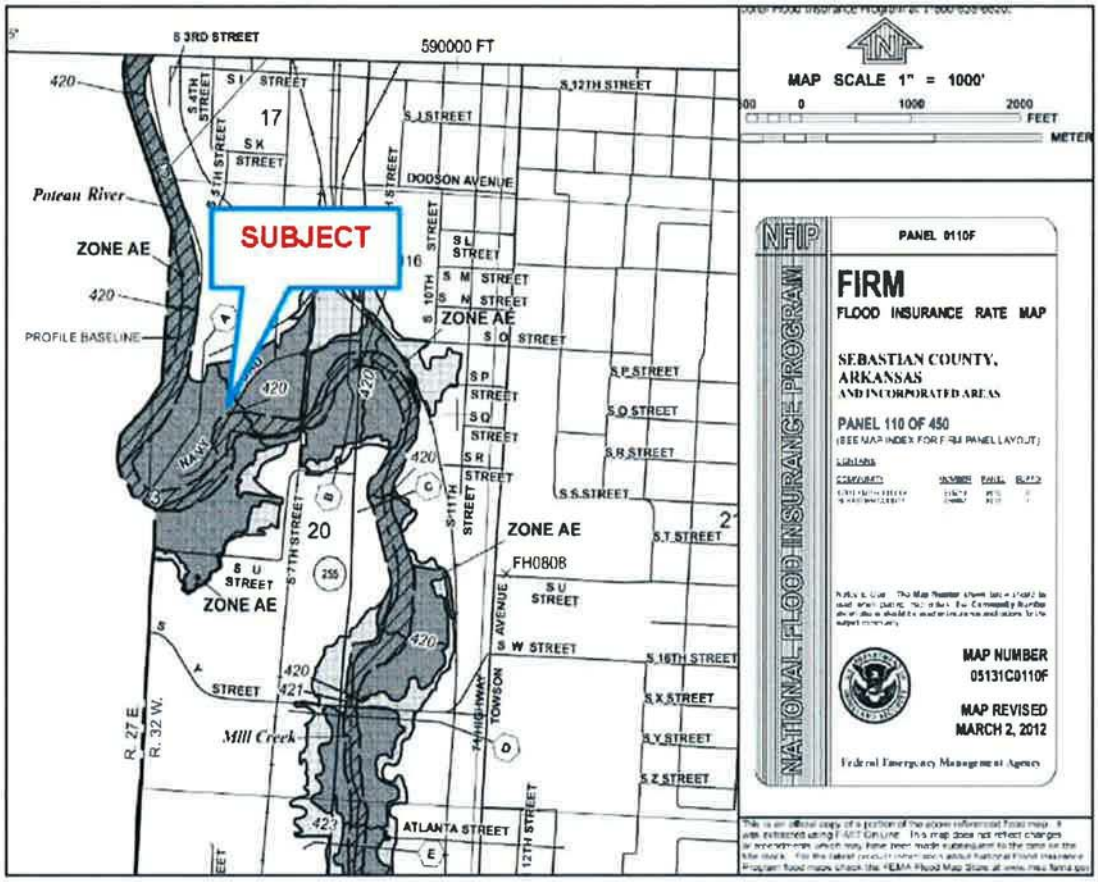
FLOOD MAP

Intended User: Owner/Client

Property Address: 500 Block Navy Road

City: Fort Smith | County: Sebastian | State: AR | Zip Code: 72901

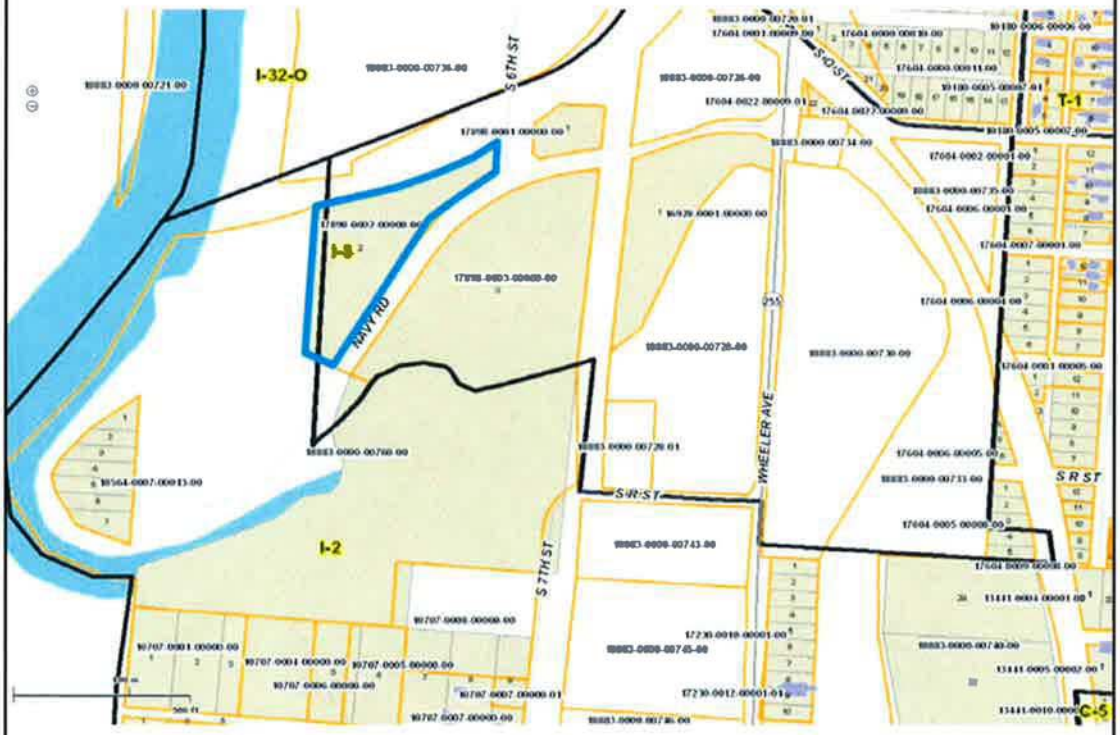
Client: Steve Beam



File No. 7789

ZONING MAP

Intended User	Owner/Client
Property Address	500 Block Navy Road
City	Fort Smith
County	Sebastian
State	AR
Zip Code	72901
Client	Steve Beam



File No. 7789

LETTER FROM ENGINEER

Intended User	Owner/Client
Property Address	500 Block Navy Road
City	Fort Smith
County	Sebastian
State	AR
Zip Code	72901
Client	Steve Beam

MICKLE WAGNER COLEMAN
ENGINEERS - SURVEYORS

Patrick J. Mickle, P.E.
Neal B. Wagner, PLS
Randell C. Coleman, P.E.
Andrew J. Dibble, P.E.

May 8, 2013

Mr. Steve Beam
Steve Beam Construction
7201 South 28th Street
Fort Smith, Arkansas 72908

Re: Navy Road Property Improvements
Cost Estimate

Dear Mr. Beam:

At your request we generated a topographic map of the Navy Road property which you have been working on near the Fort Smith Port. Using this new map, we compared this information to a previous city topo map, generating an estimate of cost for the excavation and embankment work that has proceeded to date.

From the above, we estimate that approximately 451 cubic yards of excavation has occurred to channelize the drainage ditch on site, moving it to the north against the bank. Also, approximately 22,793 yards of embankment have been placed on the site to bring the grades up to the present elevation. We understand that approximately 4" of crushed stone has been placed on 1.5 acres of the site which amounts to approximately 799 cubic yards of stone.

For the cost estimate, we are using an average cost of $3,000/ac for clearing/grubbing, $3/cu yd for excavation, and $8/cu yd for embankment material. For the crushed stone base, we are estimating a cost of $25/cu yd in place.

Clearing/Grubbing	3 x 3000 =	$ 9,000
Excavation	451 x 3 =	1,353
Embankment	21,994 x 8 =	175,952
Crushed stone base	799 x 25 =	19,975
Total		$206,280

Sincerely,

Randell C. Coleman, P.E.

Attachment

F:\doc\letters\Beam Navy Road cost estimate DRAFT May 7 13.doc

MICKLE WAGNER COLEMAN, INC.
3434 Country Club Avenue 72903 • P O Box 1507 72902 • Fort Smith, Arkansas • (479) 649-8484 • Fax (479) 649-8486
info@mwc-engr.com

Fort Smith, Arkansas, Code of Ordinances >> - FORT SMITH MUNICIPAL CODE >> Chapter 2 - ADMINISTRATION >> ARTICLE V. - FINANCE >> DIVISION 3.3. - REAL PROPERTY ACQUISITION POLICY >>

DIVISION 3.3. - REAL PROPERTY ACQUISITION POLICY [11]

Sec. 2-210. - Purpose.
Sec. 2-211. - Application.
Sec. 2-212. - Project preparation and notice.
Sec. 2-213. - Input received and design completion.
Sec. 2-214. - Project approval.
Sec. 2-215. - Reserved.

Sec. 2-210. - Purpose.

The property acquisition policy of the city as stated in this division is adopted for the purpose of outlining the procedures to be used by the administrative officials of the city in the preparation of public projects which involve the city's acquisition of private property interests. The policy is adopted to provide uniformity among the various departments of the city which, from time to time, acquire private property interests in conjunction with approved projects. The policy is not intended to create rights in favor of persons or entities other than the city. Specifically, the city reserves the complete right to exercise the constitutionally authorized power of eminent domain as permitted by controlling law, and no provision of the policy stated in section 2-211 is intended to restrict or limit the right of the city to exercise its power of eminent domain.

(Ord. No. 40-05, § 1, 5-17-05)

Sec. 2-211. - Application.

The hereinafter stated property acquisition policy shall apply to the acquisition of real property interests by the city except in situations:

(1) Involving acquisitions pursuant to federal requirements; and
(2) Otherwise authorized by motion, resolution, or other legislative enactment of the governing body of the city.

(Ord. No. 40-05, § 2, 5-17-05)

Sec. 2-212. - Project preparation and notice.

Administrative staff of the city shall prepare a conceptual plan for the proposed project identifying approximate property acquisition impacts. Property owners affected by the proposed project are to be sent:

(1) Notice of the name and telephone number of a staff contact person; and
(2) Notice of a public meeting at which the conceptual plan and approximate property acquisition impacts are to be discussed with affected property owners.

As to smaller projects affecting only a few properties, the administrative staff will make direct contact with the property owners in lieu of holding a public meeting.

(Ord. No. 40-05, § 2, 5-17-05)

Sec. 2-213. - Input received and design completion.

Input from affected property owners will be received at the public meeting or in individual contacts with

affected property owners. After considering pertinent information, project design is to be completed by staff. When design nears completion, the needs for acquisition of private property interests is finalized.

(Ord. No. 40-05, § 2, 5-17-05)

Sec. 2-214. - Project approval.

Unless previously authorized by budget (budgeted maintenance or construction projects), the proposed project requiring acquisition of private property interests must be approved by the board of directors.

(1) For acquisitions of a value up to two thousand five hundred dollars ($2,500.00):

a. Staff will estimate the value of each acquisition based on appraisal reports from other properties in the neighborhood. The estimate value must be reviewed and approved by the staff employee's department head or his/her designee.

b. Staff sends an offer letter to the property owner.

c. Staff will not negotiate with the property owner except to receive information about an obvious error in the staff's valuation.

d. In the event of complicating factors in the acquisition or if there is no reliable value data available, the subsection a. valuation procedure will not be used; rather, an appraiser will be retained to establish value.

e. If the acquisition value issue is settled, staff or the city attorney will close the transaction.

f. If the acquisition value issue is not settled, a formal appraisal will be prepared and forwarded to the property owner. Any proposed settlement above the appraised amount will be submitted to the board. The use of the power of eminent domain will be submitted to the board for approval. The board may either approve a settlement amount or authorize the use of eminent domain to acquire the property interest.

(2) For acquisitions of a value between two thousand five one hundred dollars ($2,501.00) and ten thousand dollars ($10,000.00):

a. Staff will have a formal appraisal report prepared by a qualified appraiser.

b. Staff will send an offer letter to the affected property owner.

c. Staff will not negotiate with the property owner except to receive information about an obvious error in the appraiser's valuation.

d. If the acquisition value issue is settled, staff or the city attorney will close the transaction.

e. If the acquisition value issue is not settled, any settlement offer from the property owner will be forwarded to the board. The board may either approve a settlement amount or authorize the use of eminent domain to acquire the property interest.

(3) For acquisitions of a value greater than ten thousand dollars ($10,000.00):

a. Staff will have a formal appraisal report prepared by a qualified appraiser.

b. The appraised amount and a request for authorization to make an offer will be presented to the board for approval.

c. If authorized, the city attorney's office or a staff member will send an offer letter to the property owner.

d. If the acquisition value issue is settled for appraised value, the city attorney or a staff member will close on the acquisition with the property owner.

e. Any settlement greater than the appraised amount will require board approval. If the value issue is not settled, the use of the power of eminent domain will be submitted to the board for approval. The board may either approve a settlement amount or authorize the use of eminent domain to acquire the property interest.

(4) For acquisitions involving only temporary construction easements of any value where there is no damage to substantial improvements:

a. Staff will estimate the value of the temporary construction easement based on appraisal reports from other properties in the neighborhood.

b. In the event of complicating factors in the acquisition, damage to substantial improvements, or reliable appraisal data is not available, the subsection a. valuation procedure will not be used; rather, an appraiser will be retained to establish value.

c. Staff will send an offer letter to the affected property owner.

d. Staff will not negotiate with the property owner except to receive information about an obvious error in the staff's valuation.

e. If the acquisition value issue is settled for the estimated or appraisal amount, staff or the city attorney will close the transaction.

f. If the acquisition value issue is not settled, a formal appraisal will be prepared and forwarded to the property owner. Any settlement above the appraised amount will be submitted to the board. The use of the power of eminent domain will be submitted to the board for approval. The board may either approve a settlement amount or authorize the use of eminent domain to acquire the property interest.

(Ord. No. 40-05, § 2, 5-17-05)

Sec. 2-215. - Reserved.

FOOTNOTE(S):

(11) ***Editor's note***— *Ord. No. 44-07, § 1, adopted June 5, 2007, amended the Code by renumbering former div. 3.5 as a new div. 3.3, and changing the title from "Property acquisition policy."* *(Back)*

December 2013

December 2013

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2014

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dec 1 - 7	**Dec 1**	**2**	**3**	**4**	**5**	**6**	**7**
			11:30am Planning Com. S.S. (Creekmore) 6:00pm Bd. of Directors (FSM Public Schools Serv. Cntr.)		12:00pm Housing Assistanct Bd. (Main Library) 6:00pm Historic District Com. (220 North 7 Street)		
Dec 8 - 14	**8**	**9**	**10**	**11**	**12**	**13**	**14**
		12:00pm Port Authority (200 Navy Road)	12:00pm Board Study Session (Public Library) 5:30pm Planning Com. (Creekmore)	12:00pm Parks Com. (Creekmore)	11:30am Housing Authority Com. (Beckman Cntr.) 12:00pm Oak Cemetery Com. (Creekmore)		
Dec 15 - 21	**15**	**16**	**17**	**18**	**19**	**20**	**21**
			4:30pm Library Board (Main Library) 5:30pm Airport Com. (Airport Conf. Rm.) 6:00pm Bd. of Directors (FSM Public Schools Serv. Cntr.)				
Dec 22 - 28	**22**	**23**	**24**	**25**	**26**	**27**	**28**
			CHRISTMAS EVE (CITY OFF	CHRISTMAS (CITY OFFICES	5:30pm Historic District S.S. (220 North 7 Street)		
Dec 29 - Jan 4	**29**	**30**	**31**	**Jan 1, 14**	**2**	**3**	**4**
			12:00pm Board Study Session (Public Library)				

Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors
Ward 1 – Keith Lau
Ward 2 – Andre' Good
Ward 3 – Mike Lorenz
Ward 4 – George Catsavis
At Large Position 5 – Pam Weber
At Large Position 6 – Kevin Settle
At Large Position 7 – Philip H. Merry Jr.

AGENDA ~ Summary

Fort Smith Board of Directors
Regular Meeting
December 3, 2013 ~ 6:00 P.M.
Fort Smith Public Schools Service Center
3205 Jenny Lind Road

THIS MEETING IS BEING TELECAST LIVE ON THE GOVERNMENT ACCESS CHANNEL 6

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL
All present

PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING
(Section 2-37 of Ordinance No. 24-10)
Information available by viewing rebroadcast of the meeting on the City Access Channel 6 or City website

APPROVE MINUTES OF THE NOVEMBER 19, 2013 REGULAR MEETING
Unanimously approved as written

ITEMS OF BUSINESS:

1. Presentation: S.R.C.A Christmas cards to Board of Directors

2. Ordinance rezoning identified property and amending the zoning map *(from Residential Single Family-Duplex Low/Medium Density (RSD-2) and Residential Multi-Family High Density (RM-4-SPL) to Planned Zoning District located at 1000 South Waldron Road)*
   Approved 5 in favor, 1 opposed (Catsavis) and 1 recusal (Lau) / Ordinance No. 63-13

3. Ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map *(Master Land Use Plan: from Mixed Use Employment & Park/Open Space to Mixed Use Employment / Rezoning: from Residential Estate One Acre (RE-1) and Industrial Moderate (I-2) to a Planned Zoning District located at 201 to 3201 Riverfront Drive)*
Approved 7 in favor, 0 opposed / Ordinance No. 64-13

4. Ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith *(December 2013 Amendments)*
Approved 7 in favor, 0 opposed / Ordinance No. 65-13

5. Ordinance amending the 2013 Operating Budget
Approved 7 in favor, 0 opposed / Ordinance No. 66-13

6. Public hearing and ordinance to adopt the fiscal year 2014 Operating Budget and to provide other matters relating thereto *~ Merry/Lorenz placed on the agenda at the November 26, 2013 study session ~*
Approved 6 in favor, 1 opposed (Lau) / Ordinance No. 67-13

7. Ordinance establishing salaries and benefits and related procedures for City employees
Approved 7 in favor, 0 opposed / Ordinance No. 68-13

8. Ordinance amending rate schedule for transit department services
Approved 6 in favor, 1 opposed (Catsavis) / Ordinance No. 69-13

9. Consent Agenda

   A. Resolution adopting ground rules for brain storming meetings of the Board of Directors
   Approved 7 in favor, 0 opposed / Resolution No. R-171-13

   B. Resolution setting public hearing date on petition to vacate a portion of an alley located in South Fort Smith, Block 18, between Lots 5-8 and Lots 9-12 and addition to the City of Fort Smith, Arkansas
   Approved 7 in favor, 0 opposed / Resolution No. R-172-13

   C. Resolution approving a contract with Daily & Woods, P.L.L.C. for general legal services for 2014
   Approved 7 in favor, 0 opposed / Resolution No. R-173-13

   D. Resolution approving specific excess insurance and aggregate excess insurance for the City's employee health coverage
   Approved 7 in favor, 0 opposed / Resolution No. R-174-13

E. Resolution approving claim service, specific excess insurance and aggregate excess insurance for City's workers' compensation coverage
Approved 7 in favor, 0 opposed / Resolution No. R-175-13

F. Resolution adopting the 2014 Audit Plan
Approved 7 in favor, 0 opposed / Resolution No. R-176-13

G. Ordinance declaring exceptional circumstance and authorizing continuation of agreement with Data-Tronics Corporation
Approved 7 in favor, 0 opposed / Ordinance No. 70-13

H. Resolution to accept the bids and authorize a contract for 2013 Street Striping Replacement, Project No. 13-85-A *($28,472.69 / Engineering Department / Budgeted – Sales Tax Program Fund)*
Approved 7 in favor, 0 opposed / Resolution No. R-177-13

I. Resolution authorizing Amendment No. 2 to the design agreement between the Department of the Army and the City of Fort Smith, Arkansas for design for the May Branch, Fort Smith, Arkansas Project
Approved 7 in favor, 0 opposed / Resolution No. R-178-13

J. Resolution authorizing the Mayor to execute an agreement for professional services with Frontier Engineering, Inc. for the design of the River West Trial *($156,000.00 / Parks Department / Budgeted – 1/8 Cent Sales Tax)*
Approved 6 in favor, 1 opposed (Catsavis) / Resolution No. R-179-13

K. Resolution authorizing a contract Change Order No. 2 to the contract for the construction of the Fort Smith Landfill Scale Facility *($80,926.39 / Sanitation Department / Budgeted – Sanitation Sinking Fund for Landfill Construction)*
Approved 7 in favor, 0 opposed / Resolution No. R-180-13

L. Resolution accepting the project as complete and authorizing final pay to Heckathorn Construction for the construction of an elevator and associated ADA facility enhancements to the transit facility located at 6821 Jenny Lind Road, Project No. 12-26 *($59,583.50 / Transit Department / Budgeted – 2012 General Fund & Federal Transit Administration – 90 % reimbursement)*
Approved 7 in favor, 0 opposed / Resolution No. R-181-13

M. Resolution authorizing acquisition of real property interests for the Mill Creek Interceptor Improvements – Phase II *($4,041.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*
Approved 6 in favor, 1 opposed (Merry) / Resolution No. R-182-13

10. Resolution authorizing acquisition of real property in connection with the Mill Creek Pump Station and Equalization Tank *($86,000.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)*
Defeated 3 in favor (Lau, Lorenz, Settle), 4 opposed (Good, Catsavis, Weber, Merry)

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

- Mayor
- Directors
- City Administrator

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

ADJOURN
7:28 p.m.

MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING

TUESDAY ~ DECEMBER 3, 2013 ~ 6:00 P.M.

FORT SMITH PUBLIC SCHOOLS SERVICE CENTER

The meeting was called to order by Mayor Sandy Sanders, presiding. Invocation was given by Pastor Lorenzo Lee of Unity Missionary Baptist Church, followed by the Pledge of Allegiance. On roll call the following members of the Board were present: Directors Keith Lau, Andre' Good, Mike Lorenz, George Catsavis, Pam Weber, Kevin Settle and Philip H. Merry, Jr. The Mayor declared a quorum present.

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

The minutes of the November 19, 2013 regular meeting were presented for approval. Settle, seconded by Lorenz, moved approval of the minutes as written. The members all voting aye, the Mayor declared the motion carried.

Mayor Sanders recognized Ms. Deanna Rice, Executive Director of S.R.C.A, Inc. On behalf of the below senior centers, she wished a Merry Christmas to the Mayor and Board. The following individuals presented personal holiday greetings and Christmas cards from each of the below noted senior centers (Item No. 1):

- Marsha Stroud - Ray Baker Senior Activity Center
- Candyce Graham - Beckman Senior Activity Center
- Becky Grist - Barling Senior Activity Center
- Don Chitwoodk Midtown Senior Activity Center
- Deanna Rice - Fort Smith Senior Activity Center

Item No. 2 was an ordinance rezoning identified property and amending the zoning map *(from Residential Single Family-Duplex Low/Medium Density (RSD-2) and Residential Multi-Family High Density (RM-4-SPL) to Planned Zoning District located at 1000 South Waldron Road).*

December 3, 2013 Regular Meeting

Director of Development Services Wally Bailey briefed the Board on the item advising such is per the request of Mercy Health Fort Smith Communities, agent for First Asset Holdings, LLC; Michael Butler Living Trust; and, Cynthia Butler Farrell. The purpose of the rezoning is to allow for the development of a doctor's office and clinic. The subject property contains 3.94 acres and boundaried by Fern Street, Free Ferry Road and Waldron Road. The requested Planning Zoning District (PZD) provides for all minimum standards of the Unified Development Ordinance (UDO) and established higher standards for signage, higher quality of building materials and a larger percentage of high quality building materials, places a restriction and limitation on land uses, provides for more parking spaces and prohibits driveway access on Fern Street. A traffic impact statement has been submitted and approved by the Engineering Department. The standards and development regulations for the PZD are described in the required Project Booklet, which is on file with the City Clerk's Office. A neighborhood meeting was held on Tuesday, October 29, 2013 with three (3) neighboring property owners in attendance. The Planning Commission held a public hearing on November 12, 2013 with Mr. Alan Schluterman, 5300 Fern Street, present to convey concern with the types of businesses that could locate in PZD if Mercy were to relocate. It was noted that any use would be restricted basically to professional types of services. The Planning Commission approved the rezoning request with eight (8) in favor, zero (0) opposed and one (1) abstention (Hood).

Settle, seconded by Merry, moved adoption of the ordinance. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members voted as follows: ayes - Good, Lorenz, Weber, Settle and

Merry; nays - Catsavis; recusal - Lau. The Mayor declared the motion carried and the ordinance was adopted and given Ordinance No. 63-13.

Item No. 3 was an ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map *(Master Land Use Plan: from Mixed Use Employment & Park/Open Space to Mixed Use Employment / Rezoning: from Residential Estate One Acre (RE-1) and Industrial Moderate (I-2) to a Planned Zoning District located at 201 to 3201 Riverfront Drive).*

Mr. Bailey briefed the Board on the item advising such is per the application of Pat Mickle, agent for Westphal Leasing, LLC; Riverfront Exploration; Ozark Oil & Gas, Inc.; Widmer Place, Inc.; Betsy and Bennie Westphal; Robin Clegg; Clayton Riverfront, LLC; and, U.S. Marshals Museum, Inc. The purpose of the requests is to allow for the future development of higher quality growth of the riverfront. The subject property contains 115.5 acres. The requested Planning Zoning District (PZD) provides for all minimum standards of the Unified Development Ordinance (UDO) and established higher standards for signage, higher quality of building materials and a larger percentage of high quality building materials, places a restriction and limitation on land uses, and provides for higher landscaping standards. The standards and development regulations for the PZD are described in the required Project Booklet, which is on file with the City Clerk's Office. A neighborhood meeting was held on Monday, October 28, 2013 with two (2) neighboring property owners in attendance with no objection conveyed. The Planning Commission held a public hearing on November 12, 2013 with no individual present to speak in opposition. The applicant submitted a revised Project Booklet to correct minor discrepancies. The Master Land Use Plan and rezoning requests were unanimously

amended to make approval subject to the revised code amendments for the Planning Zoning District Project Booklet. The Planning Commission approved the amended requests by a vote of nine (9) in favor and zero (0) opposed.

The following individual was present to address the Board:

- Rick Griffin
  Fort Smith, AR

  Re: Spoke in favor of the item and requested the City of Fort Smith establish an Overlay District east of the subject property, which he alleged is in dire need of improvement. If such is not accomplished, he fears such will hinder future development of the entire area.

Weber, seconded by Lorenz, moved adoption of the ordinance. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members all voting affirmatively, the Mayor declared the motion carried and the ordinance was adopted and given Ordinance No. 64-13.

Item No. 4 was an ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith *(December 2013 Amendments)*.

Mr. Bailey briefed the Board on the item advising the proposed Unified Development Ordinance (UDO) amendments provides clarification between the definitions of auto body and paint shop, and auto repair land uses. There has been confusion with regard to the definitions of each, which create difficulty when reviewing applications for building permits and business license applications. The Planning Commission held a public hearing on November 12, 2013 with no individual present to speak in opposition. The Planning Commission approved the proposed amendments by a vote of (9) in favor and (0) opposed.

Settle, seconded by Lorenz, moved adoption of the ordinance. The motion included suspending the rule to allow the three (3) full readings of the ordinance to be by caption and for the readings to occur on the same date. The City Clerk read the ordinance for its readings and the members all voting affirmatively, the Mayor declared the motion carried. Lorenz, seconded by Good, moved adoption of Section 3 the emergency clause. The members all voting affirmatively, the Mayor declared the motion carried and the ordinance and emergency clause were adopted and the ordinance was given Ordinance No. 65-13.

Item No. 5 was an ordinance amending the 2013 Operating Budget.

City Administrator Ray Gosack briefed the Board advising that in order to comply with governmental accounting standards, the City is required to adjust the General Fund and Street Maintenance Fund revenues during the current year. He provided a brief summary of the required appropriations. All were taken into consideration when the 2013 estimates were presented in the 2014 proposed budget, with the exception of the WTR invoices for the Comprehensive Plan Update.

Good, seconded by Lorenz, moved adoption of the ordinance. The members all voting affirmatively, the Mayor declared the motion carried and the ordinance was given Ordinance No. 66-13.

Mayor Sanders announced this was the time and place set for a public hearing regarding the fiscal year 2014 Operating Budget ~ *Merry/Lorenz placed on the agenda at the November 26, 2013 study session* ~. Following the public hearing, consideration of an ordinance authorizing same would be given (Item No. 6).

Administrator Gosack briefed the Board on the item as discussed and presented at the November 26, 2013 study session.

There being no individual present to speak, Mayor Sanders closed the public hearing.

Director Lau conveyed much opposition to the proposed budget alleging expenses could be reduced and revenues increased. He encouraged each member of the board to demand revenues and expenditures be balanced in future budgets.

Merry, seconded by Good, moved adoption of the ordinance. The members all voted affirmatively, with the exception of Director Lau who voted "no". The Mayor declared the motion carried and the ordinance was adopted and given Ordinance No. 67-13.

Item No. 7 was an ordinance establishing salaries and benefits and related procedures for City employees.

Administrator Gosack briefed the Board on the item advising such authorizes the salaries and benefits for uniformed and non-uniformed employees for 2014. The proposed ordinance is essentially the same as previous years; however, it suspends all merit, performance, step or time in grade pay increases for 2014. Although no merit increases will occur in 2014 and in order to ensure employee performance is recorded, employee performance evaluations will be still be conducted throughout 2014.

Lorenz, seconded by Weber, moved adoption of the ordinance. The members all voting affirmatively, the Mayor declared the motion carried and the ordinance was adopted and given Ordinance No. 68-13.

Item No.8 was an ordinance amending rate schedule for transit department services. Public Transit Director Ken Savage briefed the Board on the item advising the proposed ordinance amends the Public Transit fare rate schedule. Transit rates for the fixed routes have not been adjusted since they were established in 1999 and demand

response rates were last amended in 2005. The revised schedule also includes adjusted rates for private charter service. The revised charter rates include travel time to and from destinations within Fort Smith which was previously charged separately. Higher fuel and equipment prices necessitate the need for the associated increases. The presented rate adjustments are anticipated to provide a $30,000 increase in revenue, which will help establish equality among current rates for urban transportation services across Arkansas. The Transit Advisory Commission conducted a three (3) month long public hearing review period, which included a survey. Survey comments and highlights were included in the board packet for review. There were two (2) comments in opposition as well as suggestions concerning fares. The survey revealed 86% agree with some amount of fare increase, while 10 % do not agree and no comments were received regarding adjustments to private charter rates. The Transit Advisory Commission reviewed the proposed fare/rate increased at their November 7, 2013 meeting and unanimously approved that such be presented to the Board of Directors for consideration.

The following individual was present to address the Board:

- Pauline Novack
  Fort Smith, AR

  Re: Expressed discontent and spoke in opposition to the item alleging any rate increase will ensure a decrease in ridership.

Good, seconded by Lorenz, moved adoption of the ordinance. The members all voted affirmatively, with the exception of Director Catsavis who voted "no". The Mayor declared the motion carried and the ordinance was adopted and given Ordinance No. 69-13.

The Consent Agenda (Item No. 9) was introduced for consideration, the items being

as follows:

A. Resolution adopting ground rules for brain storming meetings of the Board of Directors

B. Resolution setting public hearing date on petition to vacate a portion of an alley located in South Fort Smith, Block 18, between Lots 5-8 and Lots 9-12 and addition to the City of Fort Smith, Arkansas

C. Resolution approving a contract with Daily & Woods, P.L.L.C. for general legal services for 2014

D. Resolution approving specific excess insurance and aggregate excess insurance for the City's employee health coverage

E. Resolution approving claim service, specific excess insurance and aggregate excess insurance for City's workers' compensation coverage

F. Resolution adopting the 2014 Audit Plan

G. Ordinance declaring exceptional circumstance and authorizing continuation of agreement with Data-Tronics Corporation

H. Resolution to accept the bids and authorize a contract for 2013 Street Striping Replacement, Project No. 13-85-A *($28,472.69 / Engineering Department / Budgeted - Sales Tax Program Fund)*

I. Resolution authorizing Amendment No. 2 to the design agreement between the Department of the Army and the City of Fort Smith, Arkansas for design for the May Branch, Fort Smith, Arkansas Project

J. Resolution authorizing the Mayor to execute an agreement for professional services with Frontier Engineering, Inc. for the design of the River West Trial *($156,000.00 / Parks Department / Budgeted - 1/8 Cent Sales Tax)*

K. Resolution authorizing a contract Change Order No. 2 to the contract for the construction of the Fort Smith Landfill Scale Facility *($80,926.39 / Sanitation Department / Budgeted - Sanitation Sinking Fund for Landfill Construction)*

L. Resolution accepting the project as complete and authorizing

final pay to Heckathorn Construction for the construction of an elevator and associated ADA facility enhancements to the transit facility located at 6821 Jenny Lind Road, Project No. 12-26 *($59,583.50 / Transit Department / Budgeted - 2012 General Fund & Federal Transit Administration - 90 % reimbursement)*

M. Resolution authorizing acquisition of real property interests for the Mill Creek Interceptor Improvements - Phase II *($4,041.00 / Utility Department / Budgeted - 2012 Sales and Use Tax Bonds)*

With regard to Item 9I, Director Merry requested brief explanation.

Director of Engineering Stan Snodgrass advised the May Branch Drianage Project is a cost shared project between the U.S. Army Corps of Engineers (USACOE) and the City to reduce flooding along the May Branch drainage way. A resolution authorizing an agreement with the USACOE to begin design of the May Branch project was approved on October 7, 2008. Payment of the City's estimated share for the design cost in the amount of $554,000 was made to the USACOE. On July 19, 2011, Amendment No. 1 to the design agreement was approved. This amendment was needed in order to continue design of the May Branch project due to lack of matching federal funding. This amendment allowed accelerated use of the previously deposited $554,000 so that the design of the project would not stop. The proposed resolution authorizes Amendment No. 2 to the agreement, which will allow the design to be completed using only City funds because of inadequate federal funding. Upon approval, the City's cost will be credited towards the future cost sharing on the project when or if federal funds become available.

Administrator Gosack further advised construction of the lower section will reduce flooding for both the lower May Branch area and the Town Branch sub-basin.

With regard to Item No. 9J, Director Catsavis expressed concern with the proposed

amount and requested a brief explanation regarding the selection process.

Directors Good and Lau also conveyed concern with the proposed cost.

Director of Parks and Recreation Mike Alsup advised staff reviewed multiple Statements of Qualifications of qualified engineers and after review, Frontier Engineering, Inc. was determined to be the firm most qualified to complete the project. He conveyed assurance that the design cost is conducive with the desired trail features and confirmed a satisfactory previous work history with the firm; however, he conceded that no benchmark with another comparable project was conducted.

Director Weber conveyed much excitement regarding the project citing its importance for the riverfront and all future development of the area.

Settle, seconded by Good, moved adoption of all consent agenda items. The members voted affirmatively on all items, with the exception of Director Catsavis voting "no" on Item No. 9J and Director Merry voting "no" on Item No. 9M. The Mayor declared the motion carried and the ordinance and resolutions were adopted with the ordinance given Ordinance No. 70-13 and the resolutions numbered R-171-13 through R-182-13 respectively.

Item No. 10 was a resolution authorizing acquisition of real property in connection with the Mill Creek Pump Station and Equalization Tank *($86,000.00 / Utility Department / Budgeted - 2012 Sales and Use Tax Bonds).*

Director of Utilities Steve Parke briefed the Board on the item advising the property is required for the Mill Creek Pump Station and construction of a 3.5 million gallon equalization tank, which is a key project in the City's overall strategy to address wet weather sanitary sewer overflows that occur throughout the system during period of heavy

rainfall. The property owners, represented by Mr. Steve Beam, are aware of the City's need for the property and have not indicated an objection to its sale; however, a mutually agreed price for the property has not been reached. The City retained two (2) independent, certified appraisers to establish the value of the property. The initial appraisal by Calmo Realty established the value of the property at $57,000. The second appraisal by Mr. Tommy Matthews established the value at $66,000; however, due to the contributing factor of the site's gravel surfacing, such was increased to $86,000. The owner's appraiser, Mr. Ken Colley, has established the value of the property at $200,000. The owner has alleged that said appraisal amount is due to the value of the fill placed on the site; however, such fill does provide a benefit for the project. The project is set to begin its bidding period on December 15, 2013 and the City should hold possession of the property on or about that time; therefore, he recommended approval.

The following individual was present to address the Board:

- Mr. Steve Beam
  Barling, Arkansas

  Re: Although he conveyed no objection to the acquisition, he noted disagreement that the fill currently on the property provides no benefit to the project. Due to such, he spoke in opposition to the proposed offer of $86,000 and, at the inquiry of Director Lau, indicated he would accept $147,500 for the property.

There was very lengthy discussion regarding the matter whereby several directors expressed concern with the difference in property values, taking the property by eminent domain and the legal cost associated with such.

City Attorney Jerry Canfield advised that if eminent domain is required and if such goes to trial to determine just compensation, such could take approximately nine (9)

months with an estimated legal cost of $20,000. Due to pressure on the City by the Department of Justice to proceed with the project, he urged acquisition of the property be accomplished as soon as possible.

Upon approval of the proposed resolution, Mayor Sanders conveyed much assurance that negotiations will continue with the property owner in an attempt to reach an amount agreeable to both parties. If an amount cannot be reached and eminent domain proceedings progress to trial, adoption of the resolution would still ensure acquisition of the property thereby satisfying the Department of Justice requirement.

Lau, seconded by Lorenz, moved adoption of the resolution. The members voted as follows: ayes - Lau, Lorenz and Settle; nays - Good, Catsavis, Weber and Merry. The Mayor declared the motion defeated.

Due to defeat of Item No. 10, Director Settle questioned the City's next course of action.

Administrator Gosack advised the City will continue to negotiate with the property owner in the next few days. If an agreed upon amount determined and to coincide with the project schedule, he noted the possible necessity of a special meeting immediately preceding the study session scheduled for 12:00 Noon, Tuesday, December 10, 2013 to consider a resolution authorizing same.

Mayor Sanders opened the Officials Forum with the following comments offered:

- Mayor Sanders

  Re: 1. Reminded all of the following events:

  A. Christmas Parade on Saturday, December 7, 1:00 p.m., Garrison Avenue.

  B. Holiday Express at Creekmore Park.

C. Comprehensive Plan Update public forum on Monday, December 9, 11:30 a.m., Creekmore Park, Rose Room.

D. Effective December 20, 2013, Cox Communications will move the City of Fort Smith Government Access Channel from Channel 6 to Channel 214.

2. Regarding the requested "Buy Local" campaign, he encouraged all to do their holiday shopping in Fort Smith.

3. Extended appreciation to Police Chief Kevin Lindsey and the Police Department for their toys for kids campaign.

4. Conveyed much gratitude to Fire Chief Mike Richard and the Fire Department for their work on recent fires.

- Director Merry

Re: 1. Regarding Items No. 9M and 10, advised his vote of "no" on each item was because he feels more time should have been allotted for negotiation.

2. He, too, encouraged all to "Buy Local". Since no sales tax is required for online purchases, he noted that individuals may opt to pay sales tax and urged all who can, to do so.

3. Reminded all that Christmas Honors is scheduled for December 13 and 14, 2013.

4. Conveyed a very Merry Christmas to all.

- Director Settle

Re: 1. University of Arkansas Fort Smith (UAFS) Lions basketball team is ranked 18th in the nation.

2. Encouraged all to participate in the 4th Annual UAFS Toy Toss, which is scheduled for December 14, 2013.

- Director Lorenz

  Re: Announced a motorcycle and four-wheeler race has been held in the city for approximately 19 years and such was held the weekend of November 29 and 30. The event had over 300 entries from eight (8) states. The winner on Saturday was from Iowa and Sunday's winner was from New Zealand. No winners were from Fort Smith; however, local brothers, Zack and Jake Ingram were in the top 10.

- Director Good

  Re: Noted the recent passing of Ms. Henrietta Easterling, the first African American woman employed in the Communications Division of the Fort Smith Police Department, and conveyed condolences to her family.

There being no further business to come before the Board, Lau moved that the meeting adjourn. The motion was seconded by Lorenz and the members all voting aye, the Mayor declared the motion carried and the meeting stood adjourned at 7:28 p.m.

APPROVED:

MAYOR

ATTEST:

CITY CLERK