

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

January 7, 2014 ~ 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 214

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 DECEMBER 17, 2013 REGULAR MEETING

ITEMS OF BUSINESS:

1. Presentation by Girl Scouts: Diamonds of Arkansas, Oklahoma and Texas, Troop 4383
2. Public hearing and ordinance to close, vacate and abandon a portion of an alley right-of-way located in Reserve Addition, Block 575, an addition to the City of Fort Smith, Arkansas
3. Ordinance rezoning identified property and amending the zoning map *(from not zoned to Residential Single Family Medium/ High Density (RS-3) by classification located at 7901 Massard Road)*
4. Ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith *(January 2014 Amendments)*

5. Consent Agenda

- A. Ordinance to abandon a portion of a public utility easement located in Country Club Estates, Block G, an addition to the City of Fort Smith, Sebastian County, Arkansas
- B. Ordinance authorizing the Mayor to execute agreements for certain services for inhabitants of the city of Fort Smith
- C. Ordinance authorizing the Mayor to execute an agreement with the U.S. Marshals Museum, Inc. for certain services for inhabitants of the city of Fort Smith
- D. Resolution accepting bids for the purchase of aggregates, sand, concrete and asphalt concrete products for 2014 (*annual bid*)

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

ADJOURN

ORDINANCE NO. _____

AN ORDINANCE ENTITLED, AN ORDINANCE TO CLOSE AND VACATE AND ABANDON A PORTION OF AN ALLEY RIGHT-OF-WAY LOCATED IN RESERVE ADDITION, BLOCK 575, AN ADDITION TO THE CITY OF FORT SMITH, ARKANSAS

WHEREAS, a petition was duly filed with the Board of Directors of the City of Fort Smith, Arkansas, December 12, 2013, asking the Board of Directors to vacate and abandon an alley right-of-way located in Reserve Addition, Block 575, an addition to the City of Fort Smith, Arkansas, more particularly described as follows:

Beginning at the southwest corner of Lot 7A, Block 575, Reserve Addition, being filed for record July 6, 2007 as plat 1783; Thence along the south line of said Block 575, S89°45'33"W, 20.00 feet to the southeast corner of Lot 6, Block 575; Thence along the east lines of Lots 6 thru 1, Block 575, N00°14'27"W, 300.00 feet to the northeast corner of said Lot 1, Block 575; Thence along the north line of said Block 575, N89°45'33"E, 20.00 feet to the northwest corner of said Lot 7A; Thence along the west line of said Lot 7A, S00°14'27"E, 300.00 feet to the Point of Beginning. Containing 0.14 acres, more or less.

WHEREAS, after notice as required by law, the Board of Directors has at the time and place mentioned in the notice duly published as required by law, heard all persons as desiring to be heard on the questions, and has ascertained that the said alley right-of-way as described above has heretofore been dedicated to the public use as an alley right-of-way and at this time is no longer required for the corporate purposes, and that said alley right-of-way is of no practical purpose or general purpose to the citizens of Fort Smith and it is in the best interest of the citizens of Fort Smith that the alley right-of-way be closed; and that the public interest and welfare will not be adversely affected by the abandonment of the said alley.

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

SECTION 1: The City of Fort Smith hereby releases, vacates and abandons all of its rights, title and interest, together with the right of the public generally, in and to the alley designated as follows:

Beginning at the southwest corner of Lot 7A, Block 575, Reserve Addition, being filed for record July 6, 2007 as plat 1783; Thence along the south line of said Block 575, S89°45'33"W, 20.00 feet to the southeast corner of Lot 6, Block 575; Thence along the east lines of Lots 6 thru 1, Block 575, N00°14'27"W, 300.00 feet to the northeast corner of said Lot 1, Block 575; Thence along the north line of said Block 575, N89°45'33"E, 20.00 feet to the northwest corner of said Lot 7A; Thence along the west line of said Lot 7A, S00°14'27"E, 300.00 feet to the Point of Beginning. Containing 0.14 acres, more or less.

SECTION 2: A copy of this Ordinance duly certified by the City Clerk shall be filed in the Office of the County for the Fort Smith District of Sebastian County, Arkansas, and recorded in the deed records of said county.

SECTION 3: This Ordinance shall take effect and be in effect from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF JANUARY 2014.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



Publish One Time

Memo

To: Ray Gosack, City Administrator
From: Wally Bailey, Director of Development Services
Date: 1/2/2014
Re: Request for Abandonment of an Alley Right-of-Way
Reserve Addition, Block 575

Bear Creek Leasing, Inc., of 600 South 7th Street d/b/a Boyd Metals has submitted a petition to abandon a 20' x 300' alley right-of-way located between South 5th & South 6th Streets and between South D and South E Streets. Bear Creek Leasing has requested the alley closing to facilitate a 17,500 s.f. expansion of an existing building at 506 South 5th Street for Boyd Metals. Bear Creek Leasing, Inc., owns all of the property adjacent to the alley proposed for abandonment. Enclosed is a copy of the petition to abandon the alley, a vicinity map showing the location of the alley, and a site plan for the building expansion. (See Exhibits A, B & C.)

Staff contacted the franchise utilities, appropriate city departments as well as property owners within 300 feet of the proposed abandonment. There were no objections or other concerns regarding the abandonment.

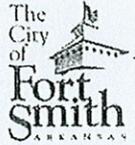
In keeping with the Board's policy, all applicants requesting right-of-way abandonments are required to sign a Memorandum of Understanding (MOU). An MOU stipulates the applicant or its assigns will not make any claims for compensation in the event the city exercises the power of eminent domain to reclaim the abandoned right-of-way. Enclosed is a copy of the MOU executed by the property owner. (See Exhibit D.)

Enclosed for the board's consideration is an ordinance authorizing the abandonment of the alley right-of-way.

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

Enc.

OFFICE OF THE CITY CLERK
FILED
12-12-13 HT
CITY OF FORT SMITH, ARKANSAS



REQUEST FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY, ALLEY OR PUBLIC EASEMENT

Indicate one contact person for application: Applicant Representative

Applicant (owner)

Representative (engineer, attorney, realtor, etc)

Name: Bear Creek Leasing, Inc.

Name: Doug Whitlock, P.S

Address: P.O. Box 819
Fort Smith, AR 72903

Address: 3434 Country Club Avenue
Fort Smith, AR 72903

Phone Number: 800-323-8806

Phone Number: 479-649-8484

E-mail:

E-mail: dwhitlock@mwc-engr.com

Site Address/Location: Alley in Block 575, Reserve Addition

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

Alley in Block 575, Reserve Addition, Fort Smith, Sebastian County, Arkansas

Assessor's Parcel Number for Subject Property: 16477-0007-00575-00, 16477-0003-00575-00, 16477-0004-00575-00, 16477-0005-00575-00, 16477-0006-00575-00

Reason for Request: Proposed building addition to cross alley

Current Status of Right-of-Way Development: Alley has been fenced and incorporated into a material storage yard.

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

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

Print Form

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 or typed)

THOMAS G. KEARSON

Signature:

Thomas G. Kearson

Date:

11/7/13

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 the 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.

Application Checklist:

- A list from the Sebastian County Assessor's Office showing all property owners within 300 feet of all perimeter points of the tract being considered for abandonment. (County Assessor is located in Room 107 of the Sebastian County Courthouse).
- Abstractor's Certificate of Ownership stating names of all owners of property abutting the property to be vacated.
- Petition with signatures of all abutting property owners.
- Meets and bounds legal description of the area to be vacated (Provide hard copy and CD containing legal description in MS Word)
- Hard copy and PDF of survey of the site depicting the perimeter property lines and area within the property to be vacated
- Application fee of \$150.00. This fee is non-refundable.

The Planning Department will post a sign like the one shown below at the 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 day following the Board of Directors meeting.



Vicinity Map

Proposed Alley Closing - Reserve Addition, Block 575



December 11, 2013

-  Fort Smith City Limits
-  Zoning
-  Subdivisions

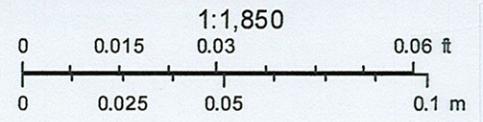


Exhibit B

MEMORANDUM OF UNDERSTANDING

On January 7, 2014, the Board of Directors of the City of Fort Smith passed Ordinance No. _____ closing, vacating and abandoning a portion of an alley right-of-way located in Reserve Addition, Block 575, an addition to the City of Fort Smith, Sebastian County, Arkansas, more particularly described as follows:

The alley located in Block 575, Reserve Addition, Fort Smith, Arkansas, being more particularly described as follows:

Beginning at the southwest corner of Lot 7A, Block 575, Reserve Addition, being filed for record July 6, 2007 as plat 1783; Thence along the south line of said Block 575, S89°45'33"W, 20.00 feet to the southeast corner of Lot 6, Block 575; Thence along the east lines of Lots 6 thru 1, Block 575, N00°14'27"W, 300.00 feet to the northeast corner of said Lot 1, Block 575; Thence along the north line of said Block 575, N89°45'33"E, 20.00 feet to the northwest corner of said Lot 7A; Thence along the west line of said Lot 7A, S00°14'27"E, 300.00 feet to the Point of Beginning. Containing 0.14 acres, more or less.

For good and valuable consideration, the receipt of which is hereby acknowledged, Bear Creek Leasing, Inc., agrees that in the event the City of Fort Smith, condemns all or a portion of the lands and buildings contiguous to said alley right-of-way and owned by Bear Creek Leasing, Inc., their successors or assigns, under the power of eminent domain, that the property owner, their successors or assigns, will make no claim to compensation for the value of the abandoned alley right-of-way described above. Nothing contained herein shall preclude Bear Creek Leasing, Inc., or their successors or assigns from claiming compensation for improvements situated on the abandoned alley right-of-way in the event of condemnation. By way of example, and example only, if the City condemns the Bear Creek Leasing, Inc., property and the total land condemned is 100,000 square feet and the abandoned alley right-of-way constitutes 10,000 square feet of that total, then the value of the land shall be reduced by 10% for condemnation compensation purposes.

This Memorandum of Understanding shall be binding on Bear Creek Leasing, Inc., and their successors or assigns.

In witness whereof, this document is executed this 2 day of January, 2014.

BEAR CREEK LEASING, INC.

BY: J. Kenna
SIGNATURE

Tom Kennon, President
PRINTED NAME AND TITLE

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 2 day of January, 2014, before me, a Notary Public within and for the aforesaid county and state, duly commissioned and acting, appeared, Tom Kennon, to me personally well known as, or proven to be, the person whose name appears upon the within and foregoing document and stated that he is the President of Bear Creek Leasing, Inc., and is duly authorized to execute the foregoing conveyance for and on its behalf and he respectively acknowledged to me that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office as such Notary Public at the County and State aforesaid on this 2 day of January, 2014.

Brenda Pitchford
Notary Public

My Commission Expires:
11-1-18



ORDINANCE NO. _____

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

WHEREAS, the City Planning Commission has heretofore held a public hearing upon request No. 19-12-13 to rezone certain properties hereinafter described, and, having considered said request, recommended on December 10, 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 Government Lots 1 and 2 of the Northwest Quarter of Section 7, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Northwest Corner of said Government Lot 1; thence N 87°14'55"W, 71.00 feet to a point on the easterly right-of-way line of Massard Road; thence 548.78 feet along the arc of a curve to the left in said easterly right-of-way line, said curve having a radius of 2406.73 feet and being subtended by a chord having a bearing of S 02°06'13"W and a distance of 547.59 feet to a set ½" rebar with cap stamped MWC 1369 and the Point of Beginning; thence leaving said easterly right-of-way line, N 87°11'41"E, 455.21 feet to a set ½" rebar with cap stamped MWC 1369; thence S 00°00'00"E, 301.94 feet to a set ½" rebar with cap stamped MWC 1369; thence S 07°19'44"E, 535.03 feet; thence S 61°59'52"W, 282.09 feet to a set ½" rebar with cap stamped MWC 1369 on said easterly right-of-way line; thence 988.66 feet along the arc of a curve to the right in said easterly right-of-way line, said curve having a radius of 2406.73 feet and being subtended by a chord having a bearing of N 16°11'50"W and a distance of 981.73 feet to the Point of Beginning. Containing 8.00 acres, more or less.

more commonly known as 7901 Massard Road, should be, and is hereby rezoned from Not

Zoned to Residential Single Family Medium/High Density (RS-3) by Classification.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

APPROVED:

Mayor

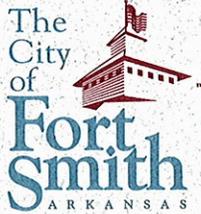
ATTEST:

City Clerk

Approved as to form:



Publish One Time



December 31, 2013

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

Re: Rezoning #19-12-13; A request by Larry Hall, agent for Massard Missionary Baptist Church, for Planning Commission consideration of a zone request from Not Zoned to Residential Single Family Medium/High Density (RS-3) by Classification located at 7901 Massard Road.

On December 10, 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 9,838 square foot church building with future expansions.

Ms. Andrews stated that a neighborhood meeting was held on Monday, December 2, 2013, at 11:00 a.m. at 8100 Dallas Street with no neighboring property owners in attendance.

Mr. Larry Hall was present to speak on behalf of this request.

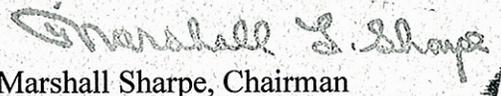
No one was present to speak in opposition to this request.

Following a discussion by the Commission, Chairman Sharpe called for the vote on the rezoning request. The vote was 7 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, Chairman

MS/lp

cc: File
City Administrator

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

Memo

To: City Planning Commission

From: Planning Staff

Date: December 4, 2013

Re: Rezoning #19-12-13 - A request by Larry Hall, agent for Massard Missionary Baptist Church, for Planning Commission consideration of a zone request from Not Zoned to Residential Single Family Medium/High Density (RS-3) by Classification located at 7901 Massard Road (Companion to Variance #36-12-13 and Conditional Use #36-12-13)

LOT LOCATION AND SIZE

The subject property is on the east side of Massard Road between Stonebrook Drive and Wells Lake Road. The tract contains an area of 8 acres with approximately 988 feet of street frontage along Massard Road.

EXISTING ZONING

This tract is currently not zoned.

REQUESTED ZONING

The requested zoning on this tract is Residential Single Family Medium/High Density (RS-3). Characteristics of this zone are as follows:

Purpose:

To provide for medium-to-high density, compact single family detached development on new sites or as infill construction. Adequate public services and facilities shall be available with sufficient capacity to serve the proposed development. This zoning district is intended to serve as a transition between the lower density single family districts and the multifamily of commercial districts. RS-3 zoning as appropriate in urban and suburban areas and primarily applies to the Residential Detached, Mixed Use Residential, and Mixed Use Employment category 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, amateur radio transmitting towers, golf course, 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.

Area and Bulk Regulations:

Minimum Lot Size – 6,500 square feet
(1+1)

Maximum Height - 35 feet

Maximum Density – 6.7 Dwelling Units/Acre
60%

Maximum Lot Coverage -

Minimum Lot Width at Building Line – 60 feet

Minimum Street Frontage – 20 feet

Front Yard Setback - 25 feet

Side Yard on Street Side of Corner Lot - 25 feet

Side Yard Setback – 7.5 feet

Rear Yard Setback - 10 feet

Minimum building separation – 10 feet

SURROUNDING ZONING AND LAND USE

All of the surrounding areas are not zoned and undeveloped.

The area further to the northwest of the subject property is zoned Residential Single Family Medium/High Density (RS-3) and currently undeveloped.

LAND USE PLAN COMPLIANCE

The Chaffee Crossing Redevelopment Plan currently classifies the site as Institutional. This classification provides locations for municipal/county/state offices, community support, rehabilitation, churches, and primary or secondary schools. Approval of the rezoning will not conflict with the current land use classification.

PROPOSED ZONING

Approval of the proposed rezoning as well as the companion conditional use and variance applications will allow for the development of a 9,838 s.f. church building with future expansions.

STAFF COMMENTS AND RECOMMENDATIONS

A neighborhood meeting was held Monday, December 2, 2013 at 11:00 A.M. at 8100 Dallas Street. No neighboring property owners were present for the meeting. The planning department has not received any objections to the proposed project. A copy of the attendance record is enclosed.

Staff recommends approval of the zone change contingent upon all construction built in accordance with the approved development plan.

2B

PETITION FOR CHANGE IN ZONING MAP

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

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

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

2. Address of property: 7901 MAHARD BR.

3. The above described property is now zoned: NOT ZONED

4. Application is hereby made to change the zoning classification of the above described property to B2-3 by Classification.
(Extension or classification)

5. Why is the zoning change requested?

PROPERTY IS NOT ZONED. SITE TO BE
DEVELOPED FOR MAHARD MISSIONARY
BAPTIST CHURCH

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

LARRY B. HALL
BMH ARCHITECTS

Owner or Agent Name
(please print)

FORT SMITH, AR 72901
305 N. GREENWOOD

Owner or Agent Mailing Address

(479) 782-5049
Owner or Agent Phone Number

Signed:

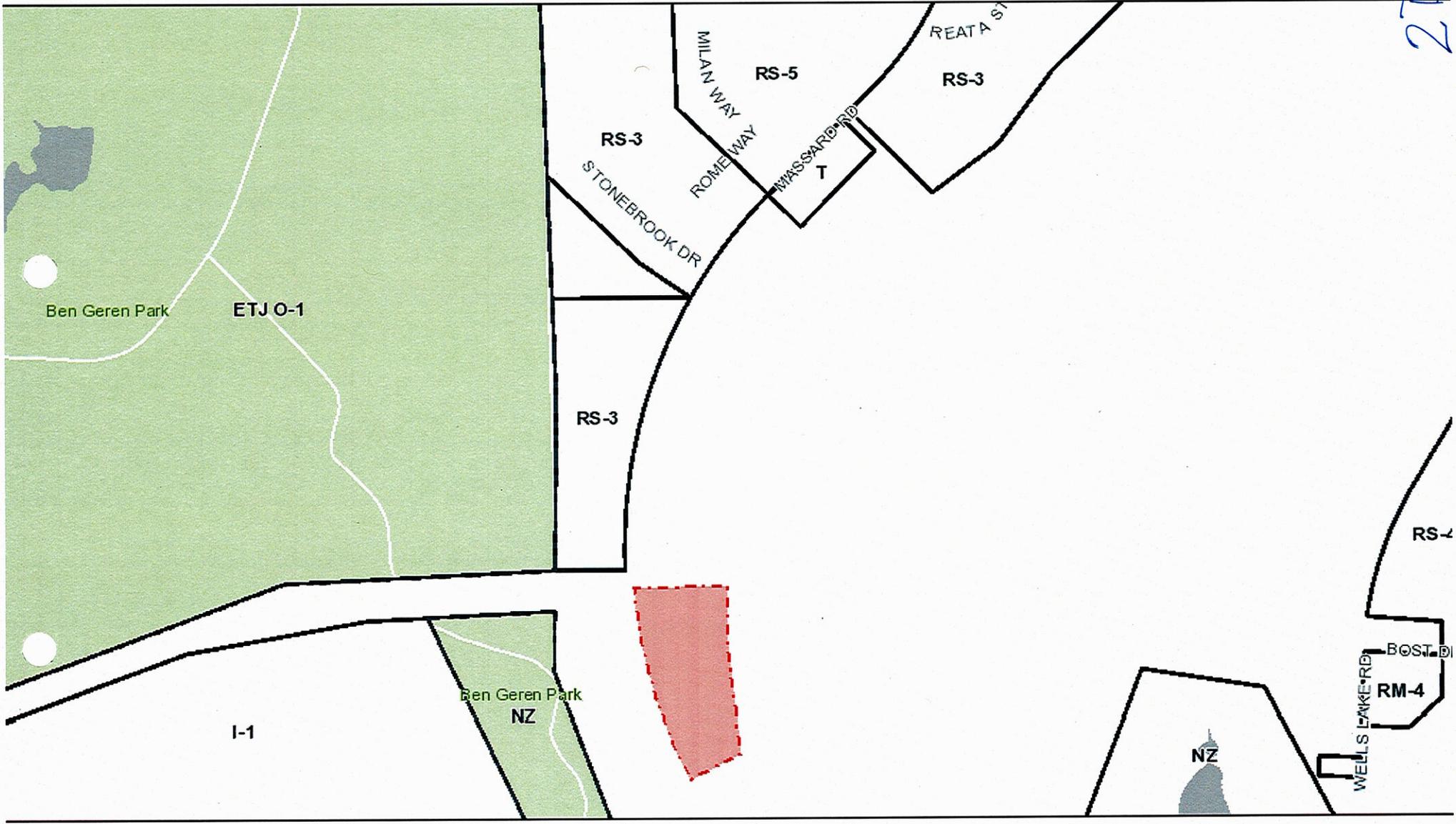
Owner

or

Larry B. Hall
Agent

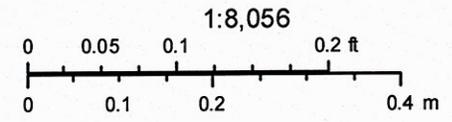
Rezoning #19-12-13: Not Zoned to Residential Single Family Medium/High Density (RS-3) 7901 Massard Road

2D



November 20, 2013

-  Fort Smith City Limits
-  Zoning



ATTENDANCE LIST FOR NEIGHBORHOOD MEETING

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

Meeting Location F2 PUBLIC LIBRARY - DALLAS ST.

Meeting Time & Date 11:00 AM DEC. 2ND, 2013

Meeting Purpose MAHARAD MISSIONARY BAPTIST CHURCH

| | <u>NAME</u> | <u>ADDRESS</u> | <u>PHONE #</u> |
|-----|---------------------------------|---------------------|----------------|
| 1. | BMH ARCHITECTS LARRY B. HALL | 305 N. GREENWOOD F2 | (479) 782-5049 |
| 2. | TOM MONACO | CITY | 784-2218 |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |

City of Fort Smith

Fort Chaffee Redevelopment Authority
P. O. Box 11165
Fort Smith, AR 72917

House of Restoration
P. O. Box 181240
Fort Smith, AR 72918

Sebastian County
35 South 6th Street
Fort Smith, AR 72901

Massard Missionary Baptist Church
P. O. Box 11101
Fort Smith, AR 72917

DRAFT

**Planning Commission Meeting Minutes
December 10, 2013**

Chairman Sharpe then called for the vote on the final plat as amended. The vote was 7 in favor and 0 opposed.

- 2. Rezoning #19-12-13; A request by Larry Hall, agent for Massard Missionary Baptist Church, for a zone change from Not Zoned to Residential Single Family Medium/High Density (RS-3) by Classification located at 7901 Massard Road. (companion item to items #3 & #7)**
- 3. Conditional Use #34-12-13; A request by Jim Tolbert, agent for ACH Central Shopping Center, LLC, for a conditional use for a business professional school located at 1200 Waldron Road. (companion item to items #2 & #7)**
- 7. Variance #36-12-13; A request by Larry Hall, agent for Massard Missionary Baptist Church, for a variance from 235 feet to 89 feet entry drive distance to intersection located at 7901 Massard Road. (companion item to items #2 & #3)**

Ms. Brenda Andrews read the staff reports indicating that the purpose of these requests is to allow for the development of a 9,838 square foot church building with future expansions.

Ms. Andrews noted that a neighborhood meeting was held on Monday, December 2, 2013, at 11:00 a.m. at 8100 Dallas Street with no neighboring property owners in attendance.

Mr. Larry Hall was present to speak on behalf of these requests.

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

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

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

- 7. Variance #36-12-13; A request by Larry Hall, agent for Massard Missionary Baptist Church, for a variance from 235 feet to 89 feet entry drive distance to intersection located at 7901 Massard Road. (companion item to items #2 & #3)**

Motion was made by Commissioner Parks, seconded by Commissioner Cooper and carried unanimously to amend this request to make approval subject to approval by the Chaffee Crossing Design Review Committee.

Chairman Sharpe then called for the vote on the variance request as amended. The vote was 7 in favor and 0 opposed.

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

- 2. Rezoning #19-12-13; A request by Larry Hall, agent for Massard Missionary Baptist Church, for a zone change from Not Zoned to Residential Single Family Medium/High Density (RS-3) by Classification located at 7901 Massard Road. (companion item to items #3 & #7)**

Chairman Sharpe called for the vote on the rezoning request. The vote was 7 in favor and 0 opposed.

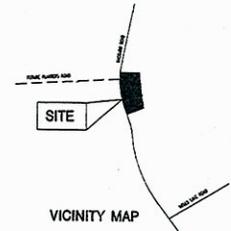
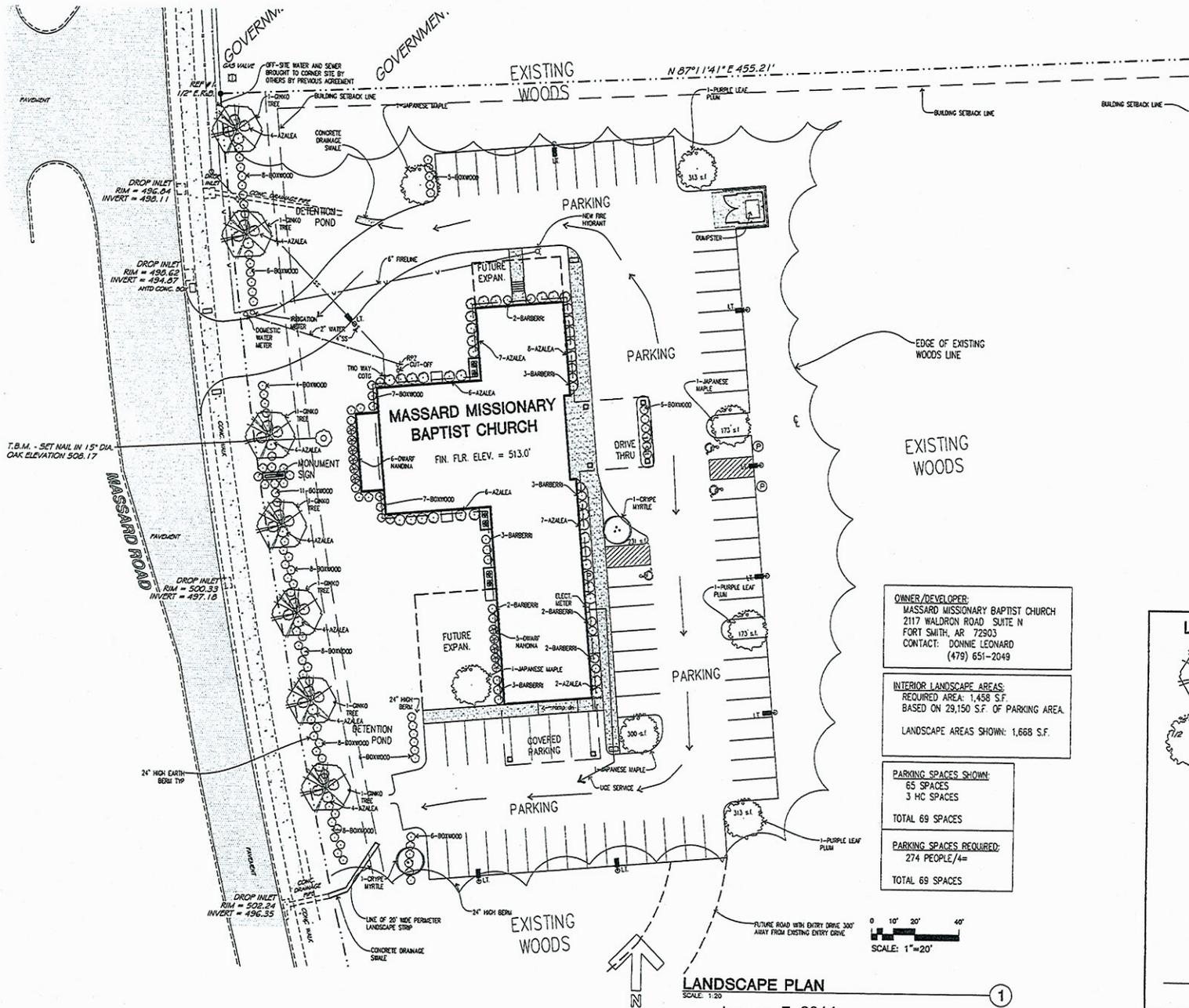
- 3. Conditional Use #36-12-13; A request by Larry Hall, agent, for Massard Missionary Baptist Church for a conditional use for a church located at 7901 Massard Road. (companion item to items #2 & #7)**

Motion was made by Commissioner Parks, seconded by Commissioner Hood and carried unanimously to amend this request to make approval subject to the following:

- All construction must comply with the approved development plan.
- Approval by the Chaffee Crossing Design Review Committee.

Chairman Sharpe then called for the vote on the conditional use request as amended. The vote was 7 in favor and 0 opposed.

- 4. Conditional Use #34-12-13; A request by Jim Tolbert, agent for ACH Central Shopping Center, LLC, for a conditional use for a business professional school located at 1200 Waldron Road.**



OWNER/DEVELOPER:
 MASSARD MISSIONARY BAPTIST CHURCH
 2117 WALDRON ROAD SUITE N
 FORT SMITH, AR 72903
 CONTACT: DONNIE LEONARD
 (479) 651-2049

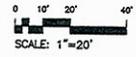
INTERIOR LANDSCAPE AREAS:
 REQUIRED AREA: 1,458 S.F.
 BASED ON 29,150 S.F. OF PARKING AREA.
 LANDSCAPE AREAS SHOWN: 1,668 S.F.

PARKING SPACES SHOWN:
 65 SPACES
 3 HC SPACES
 TOTAL 69 SPACES

PARKING SPACES REQUIRED:
 274 PEOPLE/4=
 TOTAL 69 SPACES

LANDSCAPE LEGEND

- GINKGO TREE
2.5" MIN CALIPER B&B
- PURPLE LEAF PLUM,
CREPE MYRTLE AND
JAPANESE MAPLE
8"-10" HT.
- ENCORE AZALEA 5 GALLON
- KNOCK OUT ROSE 3 GALLON
- FIREPOWER NANDINA 3 GALLON
(DWARF TYPE)
- WINTERGREEN BOXWOOD 5 GALLON
- GOLDMOUND SPIREA 2 GALLON
- BARBERRY-5 GALLON
- BIG BLUE LIROIPE 1 GALLON
- GREEN STEEL EDGING 5" HT



LANDSCAPE PLAN
 SCALE: 1:20

January 7, 2014

Massard Missionary Baptist Church
 Massard Road
 Chaffee Crossing
 Fort Smith, Arkansas

BIGGERSTAFF MINDEN & HALL P.A.
 ARCHITECTS & PLANNERS
 300 NORTH GREENWOOD FORT SMITH, ARKANSAS 72901 (479) 781-5001 FAX 781-5040

LANDSCAPE PLAN

BM & H

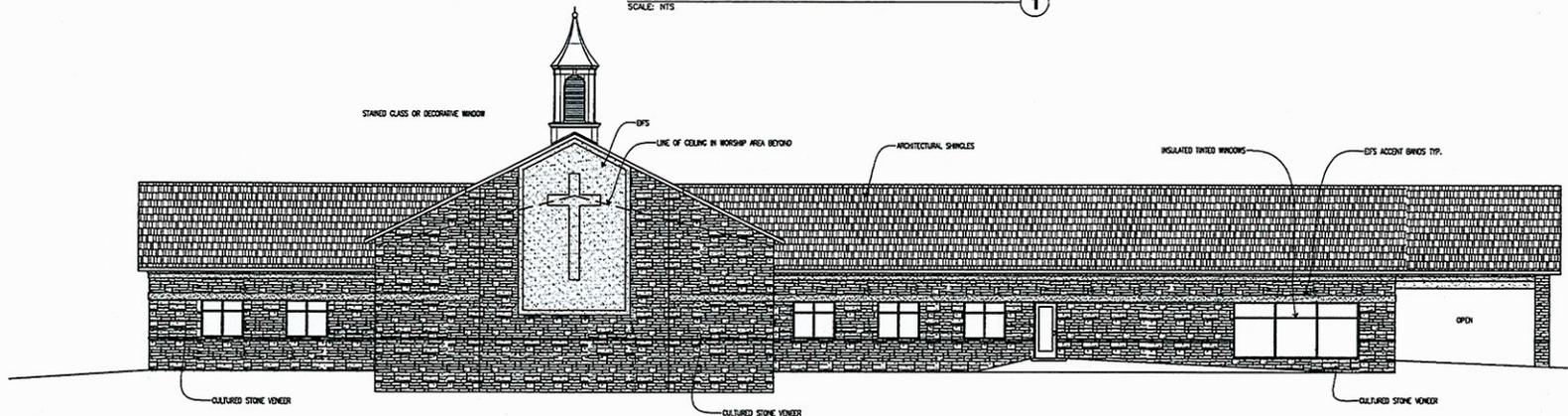
REVISIONS:

DATE: 11-15-13
 PROJECT NO.: 13-21
 SHEET: 14

RELIM



EAST ELEVATION
SCALE: NTS ①



WEST ELEVATION
SCALE: NTS ②

Massard Missionary Baptist Church
7901 Massard Road
Chaffee Crossing
Fort Smith, Arkansas

BIGGERSTAFF MINDEN & HALL P.A.
ARCHITECTS & PLANNERS
303 West "F" Highway
Fort Smith, Arkansas 72501
(479) 781-5041 FAX 781-5049

ELEVATIONS

BM & H
REVISIONS:
11-21-13

DATE:
11-19-13

PROJECT NO.:
13-21

SHEET:
A2 OF

PRELIM

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 December 10, 2013, that said changes be made; and,

WHEREAS, three (3) copies of January 2014 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 January 2014 Amendments to the Unified Development Ordinance Appendix A 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 _____, 2014.

APPROVED:

Mayor

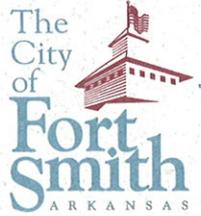
ATTEST:

City Clerk

Approved as to form:



Publish One Time



December 31, 2013

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

Re: Unified Development Ordinance Amendments

On December 10, 2013, the City Planning Commission held a public hearing to consider amendments to the Unified Development Ordinance.

Mr. Wally Bailey indicated the following proposed amendments to the Unified Development Ordinance:

Amendment No. 1

This amendment will allow parallel parking spaces to count towards the minimum number of parking spaces required. Smaller sites and developments often need to utilize parallel parking to meet the minimum requirements.

Amendment No. 2

Changing the term *multifamily (apartments/condominiums)* to *multifamily development in Appendix A* will match the definitions and other sections of the UDO.

Amendment No. 3

All commercial zoning districts require increased rear and side yard setbacks when adjacent to residential single family property. This requirement also exists in the residential multi-family zones for multi-family structures. However, the Commercial Light (C-2) zone does not currently have this requirement. In order to be consistent with all Commercial zones, this amendment would require the enhanced setbacks in the Commercial Light (C-2) zone similar to the other commercial zones.

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

Amendment No. 4

This amendment requires multifamily developments to provide screening at the side and rear property lines when adjacent to single family zoned or developed property. (This requirement also exists for commercial developments).

Mr. Al Prieur spoke in support of these proposed amendments to the Unified Development Ordinance.

No one was present to speak in opposition to these proposed amendments. Chairman Sharpe then called for the vote on the Unified Development Ordinance Amendments. The vote was 7 in favor and 0 opposed.

Respectfully Submitted,

CITY PLANNING COMMISSION



Marshall Sharpe, Chairman

MS/lp

cc: File
City Administrator

JANUARY 2014

**AMENDMENTS TO THE UNIFIED DEVELOPMENT
ORDINANCE**

27-601-15 Parking Layout and Design Standards

- A. The purpose of this section is to act as a guide in the design and layout of off-street parking facilities.
- B. The tendency when designing parking lots is to crowd as many parking spaces as possible into the allotted space by reducing standards, such as narrowing parking stalls and aisles. The best design, however, should give full consideration to all design factors that improve the operation of the facility. These include internal movement, maneuvering of cars, convenience of patrons and security of vehicles.
- C. The average automobile is eighteen (18) feet, zero (0) inches long and six (6) feet, nine (9) inches wide. Adding to these limits allowances for opening doors, the relative skill of drivers, the turning radius of the average automobile and a margin for safety, the following standards have been established. Parking areas built to these specifications will allow eighty (80) percent of all cars to park with relative ease in one (1) maneuver.
- D. In the larger lots, the greatest economy of space can be accomplished by placing the stalls at right angles to the aisles. Acute-angle parking allows fewer stalls for a given length of curb or aisle than right-angle parking, but is more easily accessible to drivers. In addition, acute-angle parking allows aisles that are narrower and permits the use of lots which are too narrow for right-angle parking. Acute-angle parking requires that the first stall be placed a minimum distance from the property line on sidewalk. This is a safety measure to protect and separate occupants of the sidewalk from vehicles backing out of the stall.
- E. Barrier curbs are required when parking lots continue into an adjoining property line or sidewalk. Their placement depends upon the angle for which the parking is planned.
- F. The movement of cars within parking lot facilities requires consideration of entrance and exit locations, aisle widths and the angle of parking. One-way, counterclockwise movement is desirable, where feasible, to improve internal traffic circulation and help to reduce congestion.
- G. The number of entrances and exits should be held to a minimum to reduce conflicts with street and sidewalk traffic. It is highly desirable that exits and entrances be separated from each other with curbing or landscape islands.
- ~~H. Parallel parking spaces may not be utilized for required parking.~~

AMENDMENT NO. 3

- a. New District (By Classification): Minimum 7,000 s.f. to a maximum of 2 acres.
 - b. Existing district (By Extension): Min. 7,000 s.f. to a maximum of 21,000 s.f.
3. Maximum building total for development -30,000 s.f.; Maximum individual building or unit in multi-unit structure – 5,000 s.f.
 4. Required street access: residential collector or higher.

D. District Standards

1. On-street parking may be included to meet as much as 50% of the overall parking requirement with the approval of the Engineering Department.
2. All areas unoccupied by buildings, parking lots or used as traffic ways shall be maintained in a safe and orderly condition.
3. No display of merchandise shall be permitted on public sidewalks or rights-of-way.
4. Special sales merchandise may be temporarily displayed outdoors, but not to exceed a period for more than 14 days or no more than two occasions per year (total of 28 days per year) provided:
 - a. The display shall be limited to the private walk in front of the store.
 - b. No required parking area shall be used as a display or sales area.

27-423

COMMERCIAL LIGHT (C-2)

- B. Purpose.** To provide office, service, and retail activities that are located within buffer areas near the edge of residential areas but which serve an area larger than adjacent neighborhoods. The C-2 zoning district is intended to accommodate well designed development sites and shall provide excellent transportation access, make the most efficient use of existing infrastructure, and provide for orderly buffers and transitions between Commercial and Residential land uses. C-2 zoning is appropriate in the Commercial Neighborhood, General Commercial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.
- C. Land Uses.** Permitted, Conditional and Accessory land uses in the C-2 Zoning District are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the list are subject to classification pursuant to Section 27-336.

D. Area and Bulk Regulations

| Min. Lot Size/Max. Bldg (s.f.) | Min. Lot Width | Max Lot Coverage | Minimum Street Frontage | Max Height (see 27-404(D)) |
|---------------------------------------|-----------------------|----------------------------|---|-----------------------------------|
| 7,000 lot / 30,000 bldg. | 50 feet | 60% | 20 feet | 35 feet |
| Setbacks (feet) | | | | |
| Front Setback | Side Setback | Street Side Setback | Side/Rear Setback (Adjoining SF Res. Dist/Development) | Rear Setback |
| 25 feet | 10 feet | 10 feet | 30 feet | 10 feet |

1. Building separation shall be determined by the current City building and fire code.
2. Minimum Parcel/Lot Size for Rezoning to C-2
 - a. New District (By Classification) : 42,000 s.f.
 - b. Existing District (By Extension): 7,000 s.f. (one lot)
3. Maximum Individual building square footage on a single lot: 30,000 s.f.
4. Required street access: major collector or higher

E. District Standards

1. On-street parking may be included to meet as much as 50% of the overall parking requirement with the approval of the Engineering Department.
2. All areas unoccupied by buildings, parking lots or used as traffic ways shall be maintained in a safe and orderly condition.
3. No display of merchandise shall be permitted on public sidewalks or rights-of-way.
4. Special sales merchandise may be temporarily displayed outdoors, but not to exceed a period for more than 14 days or no more than two occasions per year (total of 28 days per year) provided:
 - a. The display shall be limited to the private walk in front of the store.
 - b. No required parking area shall be used as a display or sales area.

AMENDMENT NO. 4

6. All trash receptacles shall be completely screened with a permanent opaque screen fence.

7. Outdoor lighting shall comply with Section 27-602-5.

8. A permanent opaque six-foot screening fence, wall or landscape buffer shall be provided along any side or rear property line adjacent to property developed or zoned single family including alleys.

E. Industrial Building Standards The following standards shall apply to industrial, storage and distribution buildings when constructed along major arterial or boulevard streets as classified by the master street plan, or adjacent to residential districts, and/or those buildings at the perimeter of an industrial subdivision.

1. Each primary entrance for employees or visitors that faces a public street should be emphasized through the use of differing colors or materials, arches, arcades or other architectural treatments.

2. All front facades of primary structures, all facades that face a public right-of-way, and all sidewall facades within forty (40) feet of the front façade, shall be made of masonry (brick, stone and/or stucco), tilt-up concrete panels (textured or untextured), wood, native stone, tinted glass, exterior insulated finished systems (EIFS), cementitious siding (e.g., Hardie Board), or other siding materials as approved by the Director.

3. Facades of the primary structure should incorporate architectural relief through the use of at least two of the following tools: reveals, visible joint patterns, projected sills, belt courses, repeating brick header and stretcher courses, or differing colors and textures.

4. All primary structures with roofs with a pitch of less than 2:12 shall be screened by a parapet wall or fascia.

5. All trash receptacles shall be screened with a permanent opaque screening fence.

6. Outdoor lighting shall comply with Section 27-602-5.

7. Outdoor storage.

a. Industrial-1 (I-1):

1. Areas used for outdoor storage or display shall be maintained so that excessive dust, fumes or odors will not be produced by continued use.

- All construction must be built in accordance with the approved development plan.
- The proposed privacy fence shown on the south side of the property, adjacent to the carwash shall be constructed from the west line of the building to the alley. This shall be constructed at the time of the buildings construction and not in the future.
- Vehicles awaiting repair need to be screened from view from adjoining property and right-of-way.
- All requirements must be met before any part of the use can be utilized.
- The conditional use will expire if the project is not started within one (1) year.

Chairman Sharpe then called for the vote on the conditional use request as amended. The vote was 7 in favor and 0 opposed.

6. UDO Amendments

Mr. Wally Bailey read the staff report noting the following proposed amendments to the Unified Development Ordinance:

- Prior to the adoption of the Unified Development Ordinance, parallel parking spaces were permitted to count towards the total number of spaces required. However, the UDO does not permit any parallel parking spaces to count toward the required number of parking spaces. This amendment will allow parallel parking spaces to once again count towards the minimum number of parking spaces required.
- Changing the term *multifamily (apartments/condominiums)* to *multifamily development* matches the land uses with the definition section as well as the terms used in the UDO.
- All commercial zoning districts require increased rear and side yard setbacks when adjacent to residential single family property. However, the Commercial Light (C-2) zone does not currently have this requirement. In order to be consistent with all Commercial zones, this amendment would require the enhanced setbacks in the Commercial Light (C-2) zone similar to the other commercial zones.

DRAFT

- This amendment requires multifamily developments to provide screening at the side and rear property lines when adjacent to single family zoned or developed property.

Mr. Al Prieur spoke in support of these amendments to the Unified Development Ordinance.

No one was present to speak in opposition to the proposed amendments.

Chairman Sharpe then called for the vote on the amendments to the Unified Development Ordinance. The vote was 7 in favor and 0 opposed.

Meeting Adjourned!

ORDINANCE NO. _____

**AN ORDINANCE TO ABANDON A PORTION OF A
PUBLIC UTILITY EASEMENT
LOCATED IN COUNTRY CLUB ESTATES, BLOCK G, AN ADDITION
TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS**

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

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

Part of Lot 13B, Block G, Country Club Estates to the City of Fort Smith, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a ½ inch existing rebar marking the Northwest Corner of Lot 13B, thence along the north line of Lot 13B South 89 degrees 55 minutes 13 seconds East, 12.59 feet to the Point of Beginning. Thence continue along said north line, South 89 degrees 55 minutes 13 seconds East 2.41 feet to a point on the east line of an existing 15.00 foot public utility easement. Thence leaving said north line and along said east line, South 00 degrees 38 minutes 47 seconds East, 146.66 feet to a point on the south line of Lot 13B. Thence leaving said east line and along said south line, North 89 degrees 55 minutes 13 seconds West, 2.41 feet. Thence leaving said south line, North 00 degrees 38 minutes 47 seconds West, 146.66 feet to the Point of Beginning, containing 353.83 square feet.

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

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

PASSED AND APPROVED THIS _____ DAY OF JANUARY 2014.

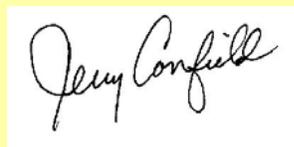
APPROVED:

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: 1/2/2014
Re: Request for Abandonment of a Public Utility Easement
Country Club Estates, Block G – 5410 South Y Street

We received a request from Ricky Hill, agent for Randy Miller, to abandon a 2.41' x 146.66' strip of an existing 15' public utility easement at 5410 South Y Street. The existing residence at this location encroaches 2.41 feet into the easement. Abandonment of the affected portion of the easement will facilitate the sale of the property. Enclosed are Mr. Miller's application, vicinity map, and a map showing the portion of the easement proposed for abandonment. (See exhibits A, B & C.)

The request to abandon a portion of the easement was reviewed by the franchise utility companies and applicable city departments. There were no objections to the abandonment.

Enclosed for the Board's consideration is an ordinance authorizing abandonment of a portion of the public utility easement.

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

Enc.

CITY OF FORT SMITH, ARKANSAS
REQUEST FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY, ALLEY OR PUBLIC
EASEMENT

APPLICATION:

Indicate one contact person for application: _____ Applicant Representative

Applicant (owner)

Representative (engineer, attorney, realtor, etc)

Name: RANDY MILLER

Name: RICKY HILL

Address: P.O. BOX 1487
VAN BUREN, ARKANSAS 72957

Address: P.O. BOX 640
ALMA, AR 72921

Telephone Number: 479-461-4563

Telephone Number: 479-632-3565

E-Mail: randy@jejonesrealestate.com

E-Mail: ricky@slsurveying.com

Site Address/Location: 5410 S. Y STREET, FT. SMITH, AR 72901

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

* see attached legal description.

Assessor's Parcel Number for Subject Property: 11669-0013-00007-01

Reason for Request: Existing structure occupies part of the Utility Easements

Current Status of Right-of-Way Development: _____

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

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

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) Ricky Hill

Signature: Ricky Hill Date: 10-24-13

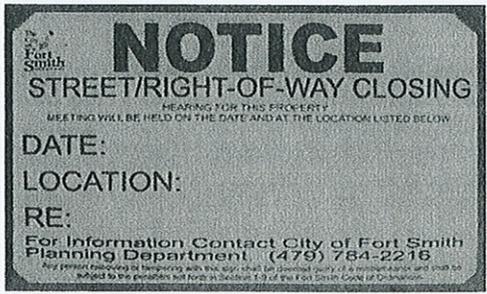
Property Owner(s)/Authorized Agent: *I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is subject of this application and that I/we have read this application and consent to its filing.*

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

Application Checklist:

- A list from the Sebastian County Assessor's Office showing all property owners within 300 feet of all perimeter points of the tract being considered for abandonment. (*County Assessor is located in Room 107 of the Sebastian County Courthouse*).
- Abstractor's Certificate of Ownership stating names of all owners of property abutting the property to be vacated
- Petition with signatures of all abutting property owners
- Metes and Bounds legal description of the area to be vacated (Provide hard copy and CD containing legal description in MS Word)
- Hard copy and PDF of survey of the site depicting the perimeter property lines and area within the property to be vacated
- Application Fee of \$150.00. This fee is non-refundable.

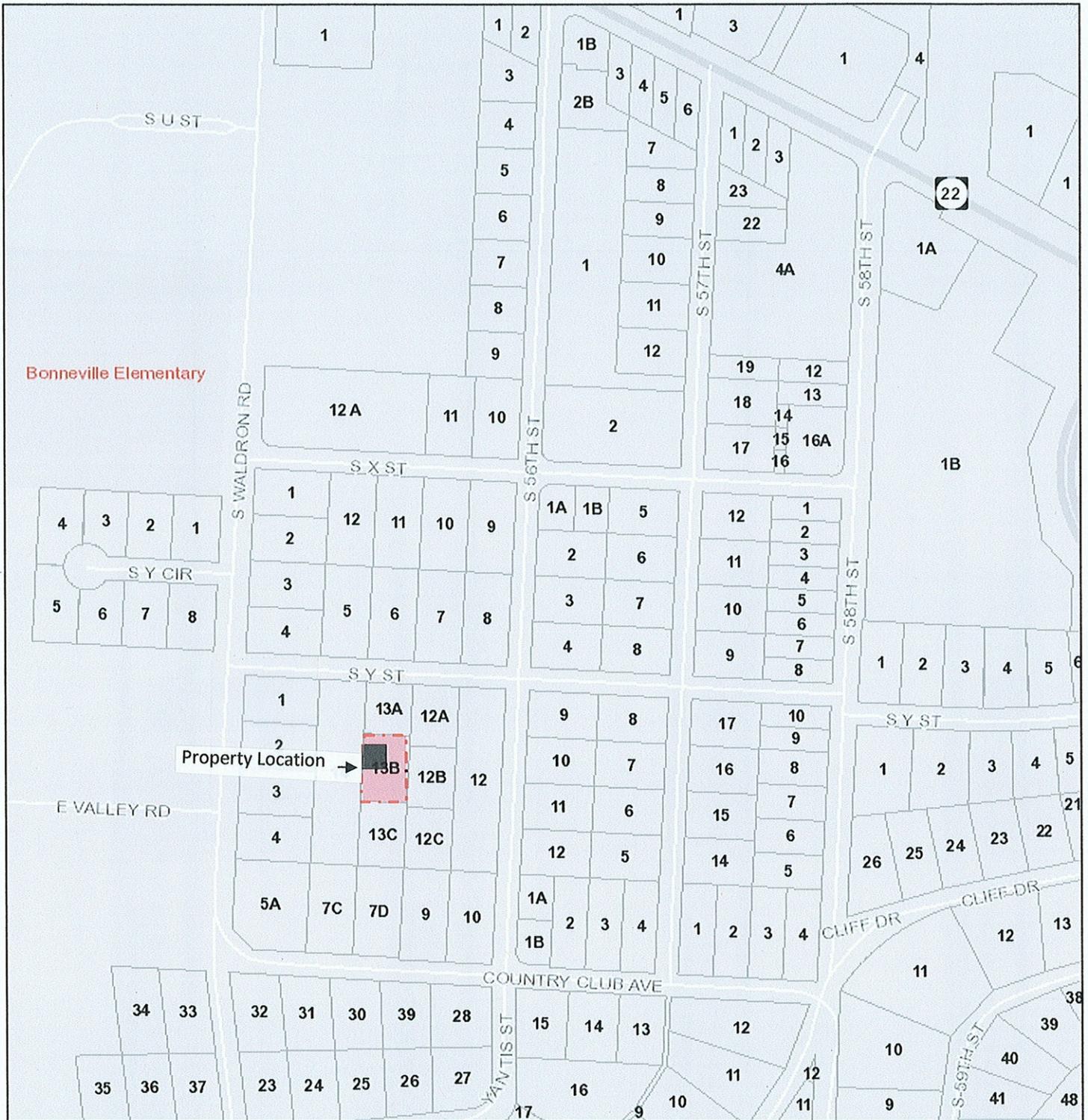
The Planning Department will post a sign like the one shown below at area proposed for vacation. Once the sign is posted, it must be left in place until the vacation is approved by the Board of Directors. The planning staff will remove the sign the following day after by the Board of Directors meeting.



Vicinity Map

Easement Abandonment - 5410 South Y Street

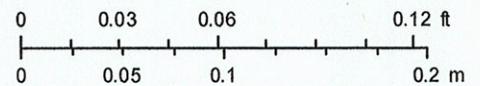
Exhibit B



December 31, 2013

1:3,700

- Fort Smith City Limits
- Subdivisions



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO
EXECUTE AGREEMENTS FOR CERTAIN SERVICES FOR
INHABITANTS OF THE CITY OF FORT SMITH

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

SECTION 1: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Museum of History** providing for the payment by the City to the Fort Smith Museum of History up to a maximum of **\$6,400** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 2: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Heritage Foundation** in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$8,410** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 3: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Symphony** providing up to a maximum of **\$10,000** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 4: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Regional Art Museum** providing up to a maximum of **\$13,000** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 5: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Chorale** providing payment up to a maximum of **\$5,860** during calendar year 2014

for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 6: The Mayor is hereby authorized to execute that certain agreement with the **Western Arkansas Ballet** providing for the payment by the city to the Western Arkansas Ballet in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$4,730** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 7: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Little Theater** in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$5,600** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 8: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Boys and Girls Clubs** providing for the payment by the City to the Fort Smith Boys and Girls Clubs in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Boys and Girls Clubs facilities up to a maximum of **\$18,000** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 9: The Mayor is hereby authorized to execute that certain agreement with the **Girls Incorporated** providing for the payment by the City to Girls Incorporated in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of Girls, Inc. facilities up to a maximum of **\$10,000** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 10: The Mayor is hereby authorized to execute that certain agreement with the **Lincoln Youth Center** providing payment up to a maximum of **\$13,000** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 11: The Mayor is hereby authorized to execute that certain agreement with the **The First Tee** providing for the payment by the city to The First Tee in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$8,000** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 12: The Mayor is hereby authorized to execute that certain agreement with the **Gregory Kistler Treatment Center for Children** providing for the payment by the City to the Gregory Kistler Treatment Center for Children in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Gregory Kistler Treatment Center for Children up to maximum of **\$3,500** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for physically impaired individuals and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 13: The Mayor is hereby authorized to execute that certain agreement with **ARC for the River Valley** providing for the payment by the City to ARC for the River Valley up to maximum of **\$5,000** during calendar year 2014 for services which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 14: The Mayor is hereby authorized to execute that certain agreement with the **Next Step Day Room** providing for the payment of **\$6,400** during calendar year 2014 for services provided the City and its inhabitants, which services include the providing of facilities and programs for rehabilitation and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 15: The Mayor is hereby authorized to execute that certain agreement with **Girls Shelter**, providing for the

payment by the City to Girls Shelter in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$3,500** during calendar year 2014 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 16: The Mayor is hereby authorized to execute that certain agreement with **Reynolds Cancer Support House** providing for the payment by the City to Reynolds Cancer Support House in the amount up to maximum of **\$2,000** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 17: The Mayor is hereby authorized to execute that certain agreement with the **Crisis Intervention Center**, providing for the payment by the City to the Crisis Intervention Center, in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of facilities up to a maximum of **\$7,450** during calendar year 2014 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 18: The Mayor is hereby authorized to execute that certain agreement with the **Fountain of Youth Adult Day Care Center**, providing for the payment by the City to the Fountain of Your Adult Day Care Center, in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation up to a maximum of **\$2,595** during calendar year 2014 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 19: The Mayor is hereby authorized to execute that certain agreement with the **Community Services Clearinghouse**, providing for the payment by the City to the Community Services Clearinghouse, of **\$7,450** during calendar year 2014 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for

the health and welfare of the inhabitants of the City during the year 2014.

SECTION 20: The Mayor is hereby authorized to execute that certain agreement with the **River Valley Regional Food Bank**, providing for the payment by the City to the River Valley Regional Food Bank, in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$7,450** during calendar year 2014 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 21: The Mayor is hereby authorized to execute that certain agreement with the **Alzheimer's Association** in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$3,350** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 22: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Museum of History** providing for the payment by the City to the Fort Smith Museum of History in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Museum of History up to a maximum of **\$20,000** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 23: The Mayor is hereby authorized to execute that certain agreement with **SRCA, Inc. Social Services** providing for the direct payment by the City to SRCA, Inc. Social Services of **\$173,893** during calendar year 2014 for services provided the City and its inhabitants, which services include the providing of facilities and programs for nutritional purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 24: The Mayor is hereby authorized to execute that certain agreement with the **Area Agency on Aging** providing for the payment by the City to the Area Agency on Aging of **\$50,000** during calendar year 2014 for services provided the City and its inhabitants, which services include the providing of

facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 25: The Mayor is hereby authorized to execute that certain agreement with the **Project Compassion** providing for the payment of **\$7,500** during calendar year 2014 for services provided the City and its inhabitants, which services include the providing of facilities and programs for rehabilitation and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 26: The Mayor is hereby authorized to execute that certain agreement with **The Steps Inc.** providing for the payment by the City to The Steps Inc. in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Museum of History up to a maximum of **\$2,100** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 27: The Mayor is hereby authorized to execute that certain agreement with **Good Samaritan Clinic** providing for the payment by the City to Good Samaritan Clinic in the amount up to maximum of **\$4,450** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 28: The Mayor is hereby authorized to execute that certain agreement with the **Old Fort Homeless Coalition** providing payment up to a maximum of **\$3,280** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of repairs and remodeling of qualified residences to enhance and provide for the health and welfare of the inhabitants of the City during the year 2014.

SECTION 29: The Mayor is hereby authorized to execute that certain agreement with **The Hope Chest** providing for the payment by the City to The Hope Chest in the amount up to maximum of **\$475** during calendar year 2014 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the

health and welfare of the inhabitants of the City during the year 2014.

SECTION 30: It is hereby declared and determined by the Board of Directors that the subject matters of the agreements authorized by Sections 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, and 29 above deal with providing services in an exceptional situation where competitive bidding procedures are not feasible so that such competitive bidding procedures are hereby waived with reference to such agreements.

SECTION 31: The authorizations set forth in Sections 1-29 above are deemed and declared to be severable. Any invalidity of one or more of the separate sections shall not affect the validity of the other sections of this Ordinance.

PASSED AND APPROVED this 7 day of January, 2014.

APPROVED:

Mayor

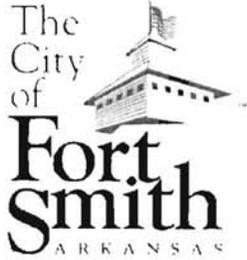
ATTEST:

City Clerk

Approved as to form:



No Publication Required



MEMORANDUM

December 12, 2013

TO: Ray Gosack, City Administrator

FROM : Christy Deuster, Finance Department 

SUBJECT: Outside Agency Review Panel Recommendations

The following funding recommendations were made by the Outside Agency Review Panel from funds allocated in the adopted 2014 Budget:

Arts & Humanities

| | |
|--------------------------------|----------|
| Fort Smith Museum of History | \$6,400 |
| Fort Smith Regional Art Museum | \$13,000 |
| The Fort Smith Symphony | \$10,000 |
| Fort Smith Chorale | \$5,860 |
| Fort Smith Heritage Foundation | \$8,410 |
| Fort Smith Little Theater | \$5,600 |
| Western Arkansas Ballet | \$4,730 |

Total Arts & Humanities \$54,000

Recreation

| | |
|---------------------------------|----------|
| Fort Smith Boys and Girls Clubs | \$18,000 |
| Girls, Inc. | \$10,000 |
| Lincoln Youth Center | \$13,000 |
| The First Tee | \$8,000 |
| ARC for the River Valley | \$5,000 |

Total Recreation \$54,000

| | |
|---|-----------------|
| Social & Community Services | |
| Girls Shelter | \$3,500 |
| Next Step Day Room | \$6,400 |
| Crisis Intervention Center | \$7,450 |
| Community Services Clearinghouse | \$7,450 |
| Gregory Kistler Treatment Center | \$3,500 |
| River Valley Regional Food Bank | \$7,450 |
| Reynolds Cancer Support House | \$2,000 |
| The STEPS, Inc. | \$2,100 |
| Fountain of Youth Adult Day Care Center | \$2,595 |
| Good Samaritan Clinic | \$4,450 |
| Old Fort Homeless Coalition | \$3,280 |
| Alzheimer's Association | \$3,350 |
| Hope Chest | \$ 475 |
| | |
| Total Social & Community Services | <u>\$54,000</u> |

Grand Total All Categories \$162,000

The total allocated from the General Fund for outside agency funding is \$162,000.

The following agencies were approved for funding from a portion of the county sales tax for the year 2014:

| | |
|---|------------------|
| Area Agency on Aging | \$50,000 |
| SRCA, Inc. Social Services | \$173,893 |
| Project Compassion | \$7,500 |
| | |
| Total Funded-Portion of County Sales Tax | <u>\$231,393</u> |

As part of a long standing agreement with the Fort Smith Museum of History, the City agrees to reimbursement, not exceeding \$20,000 for utility costs during 2014.

Ray Gosack
December 12, 2013
Page 3

Prior to disbursing to these organizations, the City attorney has advised that an agreement be executed with each organization which states the services to be provided in 2014. These agreements require each organization's books and records to be open to the public and allow review of financial statements and records by the City as necessary during the year.

Attached for the Board of Directors consideration is an ordinance authorizing the Mayor to execute agreements with each of the organizations. A copy of a blank agreement is also attached. Upon execution by the Mayor, on the City's behalf, each organization will execute their agreement.

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

Attachments

pc: Kara Bushkuhl

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of Fort Smith, Arkansas ("City"), and _____, a city wide, non-sectarian, incorporated, community organization ("The Community Organization"),

WITNESSETH:

WHEREAS, The Community Organization has possession and control of physical facilities suitable for providing to the City's residents certain services, as enumerated in paragraph one (1) below, which services fulfill a governmental function to provide for the health, safety, and welfare of the City's inhabitants; and

WHEREAS, the parties desire to provide a program of such services and facilities for the City's inhabitants;

NOW, THEREFORE, it is agreed by the parties that in exchange for the mutual covenants and agreements set forth below;

1. The Community Organization will provide to the City and its inhabitants, for the year 2014, a service which will provide facilities and programs as identified in its 2014 Budget application package on file in the City Clerk's office.

2. In consideration for the providing of the services described in the preceding paragraph, the City agrees to pay The Community Organization the sum of _____ in installments as follows: (Disbursement Terms). The Community Organization shall provide to the City a six month Use of Funds Summary and a yearend Use of Funds Summary accounting how funds received were spent to benefit the City and its inhabitants.

3. It is agreed by The Community Organization that the City shall have the right, at all reasonable times, to inspect the facilities and programs being provided by The Community Organization under this Agreement, and shall have the right, at all reasonable times, to inspect the financial and other records of The Community Organization. After inspection or investigation, the City shall have the right to notify The Community Organization, in writing, of any deficiencies in the program and/or facilities provided under this Agreement, and, if such deficiencies are not cured within thirty (30) calendar days from the date of such written notice, the City shall have the absolute right to terminate this Agreement. To assist the City in monitoring its activities, The Community Organization shall, on a quarterly or more frequent basis, provide to the City Administrator, or his/her designated agent, a report of The Community Organization's financial and service activities during the period preceding such report.

4. Furthermore, the City shall have the right to cancel this Agreement upon the happening of any of the following:

- a. Any substantial damage to or destruction of The Community Organization's facilities within the City by fire, wind, or other casualty; or
- b. A determination by the Board of Directors that the services provided hereunder are no longer needed as a governmental function, or, otherwise, a determination by the Board of Directors that the City, for whatever reason, no

longer desires to have such services provided by The Community Organization;
or

c. A determination by the Board of Directors that The Community Organization, its employees, or agents, in the providing of the services hereunder, have violated the City's policy against discrimination on the basis of age, sex, religion, race, national origin, political affiliation, handicap, veteran status, or have violated the City's policy in favor of a drug-free work place.

In addition to any of the other rights of cancellation stated herein, either party shall have the right to cancel this Agreement because of the breach by the other party of that party's obligations hereunder, such cancellation to be effective as of the date of the breach. Failure by either party immediately to declare the contract canceled by reason of a particular breach shall not preclude a party from raising that breach subsequently as a reason for cancellation. Should the Agreement be canceled, for any reason, The Community Organization understands and agrees that the City shall immediately cease paying any further monies under this Agreement, and agrees additionally The Community Organization will refund to the City, on a pro-rated basis, monies paid by the City for services not rendered by The Community Organization.

5. The Community Organization shall indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on 42 U.S.C. subsection 1983), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City property), cost of liabilities (including the City's cost with respect to its employees and cost of defending any and all such actions and proceedings described herein), arising out of or pertaining to the providing of services hereunder by The Community Organization.

6. It is agreed by the parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

7. The parties to this Agreement agree that it is not a contract of employment, but is, instead, a contract to fulfill a specific governmental purpose. Accordingly, in the performance of this Agreement, The Community Organization shall be considered an independent agent, and neither it nor its employees or agents shall be considered employees or agents of the City.

8. Because The Community Organization will be receiving monies from the City under this Agreement, The Community Organization understands that its records and meetings may become subject to the provisions of the Arkansas Freedom of Information Act.

9. It is understood and agreed by the parties that, if any part, term, or provision of this Agreement is held by The courts to be illegal or in conflict with any law of Arkansas, the entire Agreement shall be null and void.

10. This Agreement shall not be specifically enforceable in equity, by either party; nor shall any injunction be applied for or issued at the instigation of either party in case of dispute or alleged breach of this Agreement.

11. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement

shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

12. This Agreement is executed on the City’s behalf by its officials as set forth below pursuant to Ordinance No. _____ adopted on _____.

13. This Agreement is executed on behalf of The Community Organization by its authorized representatives set forth below pursuant to authorization contained in a resolution of the board of directors of The Community Organization, dated the _____ day of _____, _____

IN WITNESS WHEREOF, the parties have set their hands and seals this 7th day of January, 2014.

City of Fort Smith

By: _____
Mayor

Attest:

City Clerk

Name of Community Organization

By: _____
President

Attest: _____
Secretary

ORDINANCE NO. _____

AN ORDINANCE
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH THE U. S. MARSHALS MUSEUM, INC. FOR
CERTAIN SERVICES FOR INHABITANTS OF THE CITY OF FORT SMITH

BE IT ORDAINED AND ENACTED 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, that certain agreement with the U. S. Marshals Museum, Inc. providing for the payment by the City to the U. S. Marshals Museum, Inc. up to a maximum of **\$50,000** during calendar year 2014 for services provided to the City that shall consist of maintaining the national fundraising campaign which facilitates the continued planning, design, and construction of the U. S. Marshals Museum on the Arkansas riverfront in downtown Fort Smith.

SECTION 2: It is hereby declared and determined by the Board of Directors that the agreement authorized by Section 1 above deals with providing services in an exceptional situation where competitive bidding procedures are not feasible so that such competitive bidding procedures are hereby waived with reference to such agreement.

Passed and approved this _____ day of January, 2014.

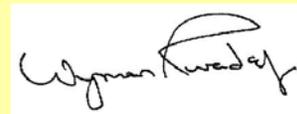
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM



No Publication Required



MEMORANDUM

January 2, 2014

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: U.S. Marshals Museum - Services Agreement

The 2014 budget includes funding of \$50,000 for a services agreement with the U.S. Marshals Museum, Inc. The agreement is attached for the board's consideration. It requires the museum to maintain its national fundraising campaign for planning, design and construction of the museum on the riverfront in downtown Fort Smith. Payments will be made quarterly in equal amounts of \$12,500 each.

Attached is an ordinance which approves the agreement with the U.S. Marshals Museum, Inc. The museum will support one of the board's strategic priorities and a priority of the city's comprehensive plan: riverfront development. The staff recommends approval.

A handwritten signature in black ink that reads "- Ray".

Attachment

cc: Jim Dunn, U.S. Marshals Museum, Inc.

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of January, 2014, by and between the City of Fort Smith, Arkansas (“City”), and the U. S. Marshals Museum, Inc. a national, non-sectarian, incorporated, organization with the local social, cultural, and economic development benefits to the city, state, region, and nation.

WITNESSETH:

WHEREAS, the U.S. Marshals Museum, Inc. has possession and control of physical facilities suitable for providing to the City’s residents certain services, as enumerated in paragraph one (1) below, which services fulfill a governmental function to provide for the health, safety, and welfare of the City’s inhabitants; and

WHEREAS, the parties desire to provide a program of such services and facilities for the City’s inhabitants;

NOW, THEREFORE, it is agreed by the parties that in exchange for the mutual covenants and agreements set forth below;

1. The U. S. Marshals Museum, Inc. will provide to the City and its inhabitants, for the year 2014, services which will enhance the health and welfare of the City and its inhabitants. The service shall consist of maintaining the national fundraising campaign which facilitates the continued planning, design, and construction of the United States Marshals Museum on the Arkansas riverfront in downtown Fort Smith.

2. In consideration for the providing of the services described in the preceding paragraph, the City agrees to pay the U.S. Marshals Museum, Inc. the total sum of \$50,000 in equal quarterly installments of \$12,500 each on or before February 15, May 15, August 15 and November 15, 2014.

3. It is agreed by the U.S. Marshals Museum, Inc. that the City shall have the right, at all reasonable times, to inspect the facilities and programs being provided by the U.S. Marshals Museum, Inc. under this Agreement, and shall have the right, at all reasonable times, to inspect the financial and other records of the U.S. Marshals Museum, Inc.. After inspection or investigation, the City shall have the right to notify the U.S. Marshals Museum, Inc., in writing, of any deficiencies in the program and/or facilities provided under this Agreement, and, if such deficiencies are not cured within thirty (30) calendar days from the date of such written notice, the City shall have the absolute right to terminate this Agreement and not make any further payment. To assist the City in monitoring its activities, the U.S. Marshals Museum, Inc. shall, on a quarterly or more frequent basis, provide to the City Administrator, or his/her designated agent, a report of the U.S. Marshals Museum, Inc. financial and service activities during the period preceding such report.

4. Furthermore, the City shall have the right to cancel this Agreement and not make any further payment upon the happening of any of the following:

- a. Any substantial damage to or destruction of the U.S. Marshals Museum, Inc. facilities within the City by fire, wind, or other casualty; or

b. A determination by the Board of Directors that the services provided hereunder are no longer needed as a governmental function, or, otherwise, a determination by the Board of Directors that the City, for whatever reason, no longer desires to have such services provided by the U.S. Marshals Museum, Inc.; or

c. A determination by the Board of Directors that the U.S. Marshals Museum, Inc. its employees, or agents, in the providing of the services hereunder, have violated the City's policy against discrimination on the basis of age, sex, religion, race, national origin, political affiliation, handicap, veteran status, or have violated the City's policy in favor of a drug-free work place.

In addition to any of the other rights of cancellation stated herein, either party shall have the right to cancel this Agreement because of the breach by the other party of that party's obligations hereunder, such cancellation to be effective as of the date of the breach. Failure by either party immediately to declare the contract canceled by reason of a particular breach shall not preclude a party from raising that breach subsequently as a reason for cancellation. Should the Agreement be canceled, for any reason, the U.S. Marshals Museum, Inc. understands and agrees that the City shall immediately cease paying any further monies under this Agreement, and agrees additionally the U.S. Marshals Museum, Inc. will refund to the City, on a pro-rated basis, monies paid by the City for services not rendered by the U.S. Marshals Museum, Inc.

5. The U.S. Marshals Museum, Inc. shall indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on 42 U.S.C. subsection 1983), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City property), cost of liabilities (including the City's cost with respect to its employees and cost of defending any and all such actions and proceedings described herein), arising out of or pertaining to the providing of services hereunder by the U.S. Marshals Museum, Inc.

6. It is agreed by the parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

7. The parties to this Agreement agree that it is not a contract of employment, but is, instead, a contract to fulfill a specific governmental purpose. Accordingly, in the performance of this Agreement, the U.S. Marshals Museum, Inc. shall be considered an independent agent, and neither it nor its employees or agents shall be considered employees or agents of the City.

8. Because the U.S. Marshals Museum, Inc. will be receiving monies from the City under this Agreement, the U.S. Marshals Museum, Inc. understands that its records and meetings may become subject to the provisions of the Arkansas Freedom of Information Act.

9. It is understood and agreed by the parties that, if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of Arkansas, the entire Agreement shall be null and void.

10. This Agreement shall not be specifically enforceable in equity, by either party; nor shall any injunction be applied for or issued at the instigation of either party in case of dispute or alleged breach of this Agreement.

11. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

12. This Agreement is executed on the City's behalf by its officials as set forth below pursuant to Ordinance No. _____ adopted on January __, 2014.

13. This Agreement is executed on behalf of the U.S. Marshals Museum, Inc. by its authorized representative set forth below who represents that he has full legal authority to bind the U.S. Marshals Museum, Inc.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of January, 2014.

City of Fort Smith

By: _____
Mayor

Attest:

City Clerk

U. S. Marshals Museum, Inc.

By: _____
President and CEO

Attest: _____
Secretary

RESOLUTION NO. _____

**RESOLUTION ACCEPTING BIDS FOR THE PURCHASE OF
AGGREGATES, SAND, CONCRETE, AND ASPHALT CONCRETE
PRODUCTS FOR 2014**

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

The Bids, as indicated by enclosure on the attached Bid Tabulation
12-21-12BA for the purchase of concrete, asphalt, and other materials for 2014, are
accepted.

This Resolution adopted this _____ day of January, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

Interoffice Memorandum

TO: Ray Gosack, City Administrator
FROM: Alie Bahsoon, Purchasing Manager 
SUBJECT: 2014 Sand, Concrete & Asphalt Bid Tabulation
DATE: December 30, 2013
BID TAB: 12-20-13BA



Attached you will find the 2014 bid tabulations for **Aggregates, Sand, Concrete, and Asphalt Concrete Materials.** These items will be used by various City departments and will remain in effect for all of 2014.

Please note that there was an average of 5.5% decrease in the price of concrete from last year. These materials have been budgeted for accordingly in the 2014 budget. For your convenience, I have attached a copy of the 2013 bid tabulation for comparison purposes.

I recommend that the bids noted by enclosure on the attached tabulation be accepted. Please let me know if you should have any questions.

Tabulation of Bids for Concrete and Sand for 2014
Bid Tab: 12-20-13BA

| Description | APAC-Central, Inc. (Arkholola) | | | | Mid-Continent | | | | Bid Item # |
|---------------------------------------|--------------------------------|-------------|----------|-----------|---------------|-----------|-----------|-----------|------------|
| | Ft. Smith, AR | | | | Ft. Smith, AR | | | | |
| | At Plant * | At Plant ** | At Plant | Delivered | At Plant | Delivered | At Plant | Delivered | |
| Crushed Stone (Aggregate Base) | \$11.55 | ✓ \$11.80 | N/A | N/A | N/A | N/A | N/A | N/A | 2 |
| 3/4" to 1 1/2" Concrete Rock | \$12.70 | ✓ \$13.45 | N/A | N/A | N/A | N/A | N/A | N/A | 3 |
| Rip Rap | \$17.00 | ✓ \$17.00 | N/A | N/A | N/A | N/A | N/A | N/A | 4 |
| Gabion Stone | \$13.74 | ✓ \$13.75 | N/A | N/A | N/A | N/A | N/A | N/A | 5 |
| Concrete Class AAA/4000 PSI | N/A | N/A | \$81.00 | \$93.00 | \$70.00 | \$84.00 | ✓ \$84.00 | ✓ \$84.00 | 6a |
| Concrete Class AAA (AE)/4000 PSI | N/A | N/A | \$81.00 | \$93.00 | \$70.00 | \$84.00 | ✓ \$84.00 | ✓ \$84.00 | 6b |
| Concrete Class AAA (AE)(HES)/4000 PSI | N/A | N/A | \$94.00 | \$108.00 | \$86.00 | \$97.00 | ✓ \$97.00 | ✓ \$97.00 | 6c |
| Concrete Class AA/3500 PSI | N/A | N/A | \$76.50 | \$90.00 | \$69.00 | \$80.00 | ✓ \$80.00 | ✓ \$80.00 | 6d |
| Concrete Class AA AE/3500 PSI | N/A | N/A | \$76.50 | \$90.00 | \$69.00 | \$80.00 | ✓ \$80.00 | ✓ \$80.00 | 6e |
| Concrete Class AA AE HES/3500 PSI | N/A | N/A | \$92.00 | \$106.00 | \$85.00 | \$96.00 | ✓ \$96.00 | ✓ \$96.00 | 6f |
| Concrete Class A/3000 PSI | N/A | N/A | \$74.50 | \$88.00 | \$68.00 | \$80.00 | ✓ \$80.00 | ✓ \$80.00 | 6g |
| Concrete Class A (AE)/3000 PSI | N/A | N/A | \$74.50 | \$88.00 | \$68.00 | \$80.00 | ✓ \$80.00 | ✓ \$80.00 | 6h |
| Concrete Class A (AE)(HES)/3000 PSI | N/A | N/A | \$90.50 | \$106.00 | \$84.00 | \$95.00 | ✓ \$95.00 | ✓ \$95.00 | 6i |
| Concrete Class B/2500 PSI | N/A | N/A | \$74.50 | \$106.00 | \$67.00 | \$78.00 | ✓ \$78.00 | ✓ \$78.00 | 6j |
| Concrete Class B (HES)/2500 PSI | N/A | N/A | \$90.50 | \$106.00 | \$83.00 | \$94.00 | ✓ \$94.00 | ✓ \$94.00 | 6k |
| Utility Backfill (Slurry) | N/A | N/A | \$56.00 | \$66.00 | \$52.00 | \$59.00 | ✓ \$59.00 | ✓ \$59.00 | 7 |
| Sand | N/A | N/A | \$8.65 | N/A | No Bid | No Bid | No Bid | No Bid | 8 |
| Stone Chips | N/A | N/A | \$15.00 | N/A | No Bid | No Bid | No Bid | No Bid | 12 |

All Prices Firm for 2014

- ✓ Awarded Bid
- * Preston Plant
- ** Jenny Lind Plant

Tabulation of Bids for Concrete and Sand for 2014

Bid Tab: 12-20-13BA

| <u>Description</u> | Arkhola Sand & Gravel Ft. Smith, AR | | JOB Construction Poteau, OK | |
|--|--|---|--------------------------------|------------|
| | At Plant | | At Plant | Bid Item # |
| Asphalt Concrete Hot Mix Surface Course (II) | \$73.00 | ✓ | N/A | 9 |
| Asphalt Concrete Cold Plant Mix | \$95.00 | ✓ | N/A | 10 |
| Asphalt Concrete High Performance Cold Mix | N/A | | No Bid | 11 |
| Asphaltic Concrete Hot Mix Binder Course | \$68.00 | ✓ | N/A | 13 |
| Asphaltic Concrete Hot Mix Surface Course | \$73.00 | ✓ | N/A | 14 |
| Asphaltic Concrete Hot Mix Surface Course-AHTD 12.5 mm | \$82.00 | ✓ | N/A | 15 |
| Asphaltic Concrete Hot Mix Surface Course-AHTD 9.5 mm | \$84.00 | ✓ | N/A | 16 |

All Prices Firm for 2014

✓ Awarded Bid

Tabulation of Bids for Concrete and Sand for **2013**

Bid Tab: 12-21-12BA

| Description | APAC-Central, inc. (Arkholia) | | | |
|---------------------------------------|-------------------------------|-------------|----------|------------|
| | Ft. Smith, AR | | | |
| | At Plant * | At Plant ** | At Plant | Delivered |
| Crushed Stone (Aggregate Base) | \$9.55 ✓ | \$9.55 ✓ | N/A | N/A |
| 3/4" to 1 1/2" Concrete Rock | \$13.50 ✓ | \$13.50 ✓ | N/A | N/A |
| Rip Rap | \$15.00 ✓ | \$15.00 ✓ | N/A | N/A |
| Gabion Stone | \$15.00 ✓ | \$15.00 ✓ | N/A | N/A |
| Concrete Class AAA/4000 PSI | N/A | N/A | \$77.00 | ✓ \$88.50 |
| Concrete Class AAA (AE)/4000 PSI | N/A | N/A | \$77.00 | ✓ \$88.50 |
| Concrete Class AAA (AE)(HES)/4000 PSI | N/A | N/A | \$90.00 | ✓ \$104.00 |
| Concrete Class AA/3500 PSI | N/A | N/A | \$72.50 | ✓ \$86.00 |
| Concrete Class AA AE/3500 PSI | N/A | N/A | \$72.50 | ✓ \$86.00 |
| Concrete Class AA AE HES/3500 PSI | N/A | N/A | \$88.00 | ✓ \$102.00 |
| Concrete Class A/3000 PSI | N/A | N/A | \$70.50 | ✓ \$84.00 |
| Concrete Class A (AE)/3000 PSI | N/A | N/A | \$70.50 | ✓ \$84.00 |
| Concrete Class A (AE)(HES)/3000 PSI | N/A | N/A | \$86.50 | ✓ \$102.00 |
| Concrete Class B/2500 PSI | N/A | N/A | \$69.00 | ✓ \$82.00 |
| Concrete Class B (HES)/2500 PSI | N/A | N/A | \$85.00 | ✓ \$100.00 |
| Utility Backfill (Slurry) | N/A | N/A | \$52.00 | ✓ \$62.00 |
| Sand | N/A | N/A | \$7.25 | ✓ N/A |
| Stone Chips | N/A | N/A | \$16.00 | ✓ N/A |

All Prices Firm for 2013

✓ Awarded Bid

* Preston Plant

** Jenny Lind Plant

APAC Requirements

1. All concrete except HES will be Class "C" Fly Ash mixes
2. Add \$3.00 per cyd. For all cement mixes
3. Fiber Reinforcement (P4200) add \$6.00 per cyd
4. Delivered concrete will have a 4 yd. minimum
5. Picked up concrete will have a 1 yd. minimum
6. Other concrete mixes and admixtures quoted on request
7. Washout area must be provided for delivered concrete

Tabulation of Bids for Concrete and Sand for 2013

Bid Tab: 12-21-12BA

Arkhola Sand & Gravel
Ft. Smith, AR

JOB Construction
Poteau, OK

| <u>Description</u> | Arkhol | | JOB | | Bid Item # |
|--|----------|---|----------|---|------------|
| | At Plant | ✓ | At Plant | ✓ | |
| Asphalt Concrete Hot Mix Surface Course (II) | \$69.00 | ✓ | N/A | | 9 |
| Asphalt Concrete Cold Plant Mix | \$95.00 | ✓ | N/A | | 10 |
| Asphalt Concrete High Performance Cold Mix | N/A | | \$105.00 | ✓ | 11 |
| Asphaltic Concrete Hot Mix Binder Course | \$65.00 | ✓ | N/A | | 13 |
| Asphaltic Concrete Hot Mix Surface Course | \$69.00 | ✓ | N/A | | 14 |
| Asphaltic Concrete Hot Mix Surface Course-AHTD 12.5 mm | \$75.00 | ✓ | N/A | | 15 |
| Asphaltic Concrete Hot Mix Surface Course-AHTD 9.5 mm | \$77.00 | ✓ | N/A | | 16 |

All Prices Firm for 2013

✓ Awarded Bid

* F.O.B. Poteau Yard-subject to escalation/de-escalation prices



December 26, 2013

TO: Members of the Board of Directors
Members of the Plumbing Advisory Board

RE: Appointments:

The terms of Mr. Herbert Davis, Scott Hathaway and Mr. Jan Taylor of the Plumbing Advisory Board will expire February 28th, 2014. In accordance with Ordinance No. 2926 applications for these prospective vacancies are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on January 31, 2014. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Ray Gosack". The signature is written in a cursive style.

Ray Gosack
City Administrator

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



December 26, 2013

TO: Members of the Board of Directors
Members of the Sebastian County Regional Solid Waste Management Board

RE: Appointments:

The term of Mr. Bruce King of the Sebastian County Regional Solid Waste Management Board will expire January 21, 2014. In accordance with Ordinance No. 2926 applications for this prospective vacancy are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

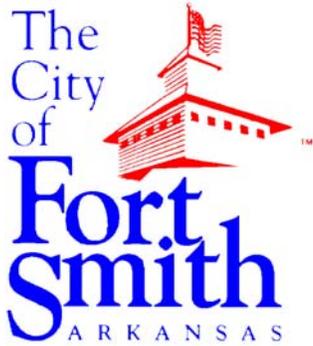
Please submit applications to the city administrator's office no later than the close of business on January 15, 2014. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Ray Gosack".

Ray Gosack
City Administrator

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



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

January 7, 2014 ~ 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 214

INVOCATION & PLEDGE OF ALLEGIANCE

Reverend Joe Taylor, Heritage Baptist Church

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 214 or City website

APPROVE MINUTES OF THE DECEMBER 17, 2013 REGULAR MEETING

Approved as written

ITEMS OF BUSINESS:

1. Presentation by Girl Scouts: Diamonds of Arkansas, Oklahoma and Texas, Troop 4383
2. Public hearing and ordinance to close, vacate and abandon a portion of an alley right-of-way located in Reserve Addition, Block 575, an addition to the City of Fort Smith, Arkansas
Approved 7 in favor, 0 opposed/ Ordinance No. 1-14
3. Ordinance rezoning identified property and amending the zoning map *(from not zoned to Residential Single Family Medium/ High Density (RS-3) by classification located at 7901 Massard Road)*
Approved 7 in favor, 0 opposed / Ordinance No. 2-14

4. Ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith (*January 2014 Amendments*)
Approved 7 in favor, 0 opposed / Ordinance No. 3-14

5. Consent Agenda
 - A. Ordinance to abandon a portion of a public utility easement located in Country Club Estates, Block G, an addition to the City of Fort Smith, Sebastian County, Arkansas
Approved 7 in favor, 0 opposed / Ordinance No. 4-14

 - B. Ordinance authorizing the Mayor to execute agreements for certain services for inhabitants of the city of Fort Smith
Approved 7 in favor, 0 opposed / Ordinance No. 5-14

 - C. Ordinance authorizing the Mayor to execute an agreement with the U.S. Marshals Museum, Inc. for certain services for inhabitants of the city of Fort Smith
Approved 7 in favor, 0 opposed / Ordinance No. 6-14

 - D. Resolution accepting bids for the purchase of aggregates, sand, concrete and asphalt concrete products for 2014 (*annual bid*)
Approved 7 in favor, 0 opposed / Resolution No. R-2-14

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 214 or City website

ADJOURN

6:20 p.m.

MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING

TUESDAY ~ JANUARY 7, 2014 ~ 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 Reverend Joe Taylor of Heritage Baptist Church, who also presented bibles to the Mayor, each member of the Board and City Administrator Ray Gosack, 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 Phillip H. Merry, Jr. The Mayor declared a quorum present.

The Mayor 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 December 17, 2013 regular meeting were presented for approval. Settle, seconded by Good, moved approval of the minutes as written. The members all voting aye, the Mayor declared the motion carried.

The Mayor recognized the following Boy Scouts from Troop 2316, who were in attendance to earn their Citizenship & Community Badge:

- Charles Shirley
- Andrew Smith
- Sebastian Barber
- Noah Ramos
- Nathan Runke
- Riley Worgan

Item No. 1 was a presentation by Girl Scout Council Diamonds of Arkansas, Oklahoma and Texas.

Girl Scout Troop Leader Linda Kaelin, Troop 4383 at St. Boniface Catholic School, addressed the Board advising cookie sales will begin Saturday, January 11, 2014 and booth sales will commence around mid-February. A Girl Scout Mobile App

January 7, 2014 Regular Meeting

has been created and available to help locate the closest booth sale in your area. Girl Scout Jordan Geoates, Troop 4383, also addressed the Board advising how funds from Girl Scout cookie sales are utilized.

The following Girl Scouts, all members of Troop 4383, presented boxes of cookies to the Mayor and each member of the Board, and served cookies to all those in attendance:

- India Owen
- Rily Brooks
- Caitlin Elliot
- Caroline Thomas
- Kathryn Kaelin
- Jordan Geoates
- Atleigh Sidler
- Mary Emma Jeremiah

The Mayor expressed gratitude to the Boy and Girl Scouts, and their parents, for their attendance.

The Mayor announced that this was the time and place set for a public hearing to close, vacate and abandon a portion of an alley right-of-way located in Block 575 in Reserve Addition (*between South 5th & 6th Streets and South "D" & "E" Streets*). Notice of the public hearing had been duly published as required by law. Following the public hearing, consideration of an ordinance authorizing same would be given (Item No. 2)

City Administrator Ray Gosack briefed the Board on the item advising such is per the petition of Bear Creek Leasing d/b/a Boyd Metals. The purpose of the closure is to facilitate a 17,500 square foot expansion of an existing building at 506 South 5th Street. Bear Creek Leasing, Inc. owns all the property adjacent to the alley proposed for abandonment. Franchise utilities, appropriate city departments as well as property owners within 300 feet of the subject area were contacted with no objections or

January 7, 2014 Regular Meeting

concerns offered. In keeping with the Board's policy, all applicants requesting right-of-way abandonment are required to sign a Memorandum of Understanding (MOU). Such stipulates the applicant or its assigns will not make any claims for compensation in the event the City exercises the power of eminent domain to reclaim the abandoned right-of-way. The applicant has executed the required MOU.

There being no individual present to speak, Mayor Sanders closed the public hearing.

Lau, seconded by Weber, 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. Settle, seconded by Lorenz, 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 given Ordinance No. 1-14.

Item No. 3 was an ordinance rezoning identified property and amending the zoning map (*from Not Zoned to Residential Single Family Medium/ High Density (RS-3) by classification located at 7901 Massard Road*)

Brenda Andrews, Senior Planner, briefed the Board on the item advising such is per the request of Larry Hall, agent for Massard Missionary Baptist Church. The purpose of the rezoning is to allow for the development of a 9,838 square foot church building with future expansions. A neighborhood meeting was held on Monday, December 2, 2013 with no neighboring property owners in attendance. The Planning Commission held a public hearing on December 10, 2013 with Mr. Larry Hall present to

January 7, 2014 Regular Meeting

Speak in favor of the request; however, no individual was present to speak in opposition. The Planning Commission approved the rezoning request with seven (7) in favor and zero (0) opposed.

Lorenz, seconded by Good, 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. 2-14.

Item No. 4 was an ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith (*January 2014 Amendments*)

Mrs. Andrews briefed the Board on the item advising the proposed Unified Development Ordinance (UDO) amendments are as follows:

Amendment No. 1

This amendment will allow parallel parking spaces to count towards the minimum number of parking spaces required. Smaller sites and developments often need to utilize parallel parking to meet the minimum requirements.

Amendment No. 2

Changing the term multi-family (apartments/condominiums) to multi-family development in Appendix A will match the definitions and other sections of the UDO.

Amendment No. 3

All commercial zoning districts require increased rear and side yard setbacks when adjacent to residential single family property. This requirement also exists in the residential multi-family zones for multi-family structures. However, the Commercial Light (C-2) zone does not currently have this requirement. In order to be consistent with all Commercial zones, this amendment would require the enhanced setback in the Commercial Light (C-2) zone similar to the other commercial zones.

Amendment No. 4

This amendment requires multi-family developments to provide screening at the side and rear property lines when adjacent to single-family zoned or developed property. (This requirement also exists for commercial developments).

The Planning Commission held a public hearing on December 10, 2013 with Mr. Al Prieur present to speak in favor of the proposed amendments; however, no individual was present to speak in opposition. The Planning Commission approved the request by a vote of seven (7) in favor and zero (0) opposed.

Weber, seconded by Settle, 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. Catsavis, seconded by Lorenz, 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 given Ordinance No. 3-14.

The Consent Agenda (Item No. 5) was introduced for consideration, the items being as follows:

- A. Ordinance to abandon a portion of a public utility easement located in Country Club Estates, Block G, an addition to the City of Fort Smith, Sebastian County, Arkansas
- B. Ordinance authorizing the Mayor to execute agreements for certain services for inhabitants of the city of Fort Smith
- C. Ordinance authorizing the Mayor to execute an agreement with the U.S. Marshals Museum, Inc. for certain services for inhabitants of the city of Fort Smith
- D. Resolution accepting bids for the purchase of aggregates, sand, concrete and asphalt concrete products for 2014 (*annual bid*)

January 7, 2014 Regular Meeting

Merry, seconded by Lorenz, moved adoption of all consent agenda items. The members all voting affirmatively, the Mayor declared the motion carried and the ordinances and resolution were adopted with the ordinances numbered 4-14 through 6-14 respectively and the resolution given Resolution No. R-2-14.

Mayor Sanders opened the Officials Forum with the following comments offered:

▪ Mayor Sanders

- Re:
1. Announced Fort Smith was named as the No. 5 *True Western Town* for 2014 and *Best Promotion of a Historical Place* by True West Magazine. He also extended appreciation to those involved in Fort Smith receiving such.
 2. Expressed gratitude to all Convention Center staff involved in making the Mayor's New Year's Eve event a great success.
 3. Commended Fire Chief Mike Richards and the Fort Smith Firefighters for volunteer time and personal financial contributions offered to the community.
 4. Extended congratulations to Fort Smith native Gus Malzahn, now head football coach for Auburn University, upon winning the BCS National Championship.
 5. Reminded of the town hall meeting scheduled to take place immediately following adjournment of the regular meeting.

▪ Director Merry

- Re:
1. Noted the recent passing of the following individuals and extended condolences to their families:
 - Wayne Meeks, local golf professional
 - David Banks, former CEO of Beverly Enterprises, now Golden Living.
 2. Conveyed much appreciation to all volunteers who participated in the 2013 Christmas Honors event.

January 7, 2014 Regular Meeting

There being no further business to come before the Board, Lau moved that the meeting adjourn. The motion was seconded by Merry, and the members all voting aye, the Mayor declared the motion carried and the meeting stood adjourned at 6:20 p.m.

APPROVED:



Mayor

ATTEST:



City Clerk