



Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Steve Tyler

Ward 2 – Andre’ Good

Ward 3 – Don Hutchings

Ward 4 – George Catsavis

At Large Position 5 – Pam Weber

At Large Position 6 – Kevin Settle

At Large Position 7 – Philip H. Merry Jr.

AGENDA
Fort Smith Board of Directors
Regular Meeting
February 21, 2012 ~ 6:00 P.M.
Fort Smith Public Schools Service Center
3205 Jenny Lind Road

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

APPROVE MINUTES OF THE FEBRUARY 7, 2012 REGULAR MEETING AND FEBRUARY 16, 2012 SPECIAL MEETING

ITEMS OF BUSINESS:

1. Ordinance amending Ordinance No. 101-11 to realign boundaries of Wards 1 and 4
2. Ordinance amending the Unified Development Ordinance
3. Ordinance amending Chapter 19, Article III, Sections 61 – 73 of the Fort Smith Municipal Code *(Historic Preservation)*
4. Consent Agenda
 - A. Resolution approving a convention center lease agreement with the Fort Smith Advertising and Promotion Commission

- B. Resolution approving a tolling agreement with the United States Department of Justice relating to wet weather sanitary sewer work
- C. Resolution authorizing Change Order No. 1 to the contractor for the restoration and stabilization of the building at 800 North 9th Street (\$4,875.00 decrease / Planning Department / Budgeted – General Fund)
- D. Resolution accepting completion of and authorizing final payment for the restoration and stabilization of the building at 800 North 9th Street (\$17,436.00 / Planning Department / Budgeted – General Fund)
- E. Resolution authorizing a time extension for the construction of Street Overlays / Reconstruction, Project No. 11-03-B
- F. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays / Reconstruction, Project No. 11-03-B (\$114,887.44 / Engineering Department / Budgeted - Sales Tax Program Fund)
- G. Resolution authorizing Change Order Number One for the construction of Mill Creek Drainage Improvements, Project No. 05-06-C (\$7,187.61 / Engineering Department / Budgeted - Sales Tax Program Fund)
- H. Resolution accepting completion of and authorizing final payment for the construction of Mill Creek Drainage Improvements, Project No. 05-06-C (\$26,712.89 / Engineering Department / Budgeted - Sales Tax Program Fund)
- I. Resolution of the Board of Directors of the City of Fort Smith urging the Department of the Air Force and the Department of Defense to retain the 188th Fighter Wing in Fort Smith, Arkansas
- J. Ordinance authorizing the purchase of evidence tracking software upgrade for use by the Fort Smith Police Department (\$53,802.00 / Police Department / Not Budgeted – Federal Asset Forfeiture Funds)
- K. Resolution accepting a special warranty deed from the Fort Chaffee Redevelopment Authority for property associated with proposed Fire Station No. 11

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

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

EXECUTIVE SESSION

- Appointments: Animal Services Advisory Board (9), Arkansas Fair and Exhibition Facilities Board (1), Electric Code Appeals Board (1), Plumbing Advisory Board (1) and Sebastian County Regional Solid Waste Management Board (1)

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

ADJOURN

ORDINANCE NO. _____

**ORDINANCE AMENDING ORDINANCE NO. 101-11
TO REALIGN BOUNDARIES OF WARDS 1 AND 4**

WHEREAS, during the 2011 redistricting process, the Sebastian County Board of Election Commissioners inadvertently included two city wards within one voting precinct; and,

WHEREAS, the matter creates a "Precinct Split" thereby requiring the subject precinct to have different ballots for each "precinct part" and causes difficulty for election officials; and,

WHEREAS, the Sebastian County Board of Election Commissioners and Sebastian County Clerk requests the City of Fort Smith realign the subject ward boundaries to coincide with the voting precinct; and,

WHEREAS, state law requires no greater than 15% imbalance between wards and the proposed realignment is well within the acceptable tolerances.

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

SECTION 1: The boundaries of Wards 1 and 4 are hereby amended as follows:

WARD 1

Beginning at the intersection of the existing city limits line and the centerline of the Garrison Avenue bridge; thence in a southeasterly direction along said centerline of the Garrison Avenue bridge and the centerline of Garrison Avenue to its intersection with the centerline of North 13th Street; thence northeast along the centerline of North 13th Street to its intersection with the centerline of Grand Avenue; thence east along the centerline of Grand Avenue to its intersection with the centerline of North Greenwood Avenue; thence north along the centerline of North Greenwood Avenue to its intersection with the centerline of North "L" Street; thence east along the centerline of North "L"; thence east along the centerline of North "L" Street to its intersection with the centerline of May Avenue to its intersection with the centerline of North "O" Street; thence east along the centerline of North "O" Street to its intersection with the centerline of North 54th Street (Waldron Road); thence south along the centerline of North 54th Street (Waldron Road) to its intersection with the centerline of Cross Lane; thence east along the centerline of Cross Lane, and Cross Lane (extended) to its intersection

*Approved as to form
Public & Title*

with the centerline of Interstate Highway I-540; thence north along the centerline of Interstate Highway I-540 to its intersection with the centerline of Kelley Highway; thence east along the centerline of Kelley Highway, and Kelley Highway (extended) to its intersection with the existing city limits line, being the same as the Sebastian County - Crawford County boundary line; thence in a southerly direction along said city limits line to its intersection with the centerline of Free Ferry Road (extended); thence west along the centerline of Free Ferry Road (extended) to its intersection with the centerline of South 74th Street (Wildcat Mountain Road); thence South along the centerline of South 74th Street to its intersection with the centerline of Euper Lane; thence west along the centerline of Euper Lane to its intersection with the centerline of Rogers Avenue (Arkansas Highway No. 22); thence northwest and west along the centerline of Rogers Avenue to its intersection with the centerline of South Albert Pike Avenue; thence south along the centerline of South Albert Pike Avenue to its intersection with the centerline of South "P" Street; thence west along the centerline of South "P" Street to its intersection with the centerline of Hendricks Boulevard; thence south along Hendricks Boulevard to its intersection with the centerline of South "S" Street; thence West along the centerline of South "S" Street to its intersection with the centerline of South 31st Street; thence north along South 31st Street to its intersection with the centerline of South "O" Street; thence west along the centerline of South "O" Street to its intersection with South Greenwood Avenue; thence south along the centerline of South Greenwood Avenue to its intersection with the centerline of South "Q" Street; thence west along the centerline of South "Q" Street to its intersection with the centerline of Lexington Avenue; thence south along the centerline of Lexington Avenue to its intersection with the centerline of South "Q" Street; thence west along the centerline of South "Q" Street to its intersection with the centerline of South 12th Street; thence north along the centerline of South 12th Street to its intersection with the centerline of South "O" Street; thence west along the centerline of South "O" Street and South "O" Street (extended) to its intersection with the Arkansas-Oklahoma State Line, being the same as the city limits line; thence north along the said state and city limits line to its intersection with said centerline of the Garrison Avenue bridge, being the point of beginning.

WARD 4

Beginning at the intersection of the centerline of South Zero Street (Arkansas Highway 255) with the centerline of Old Greenwood Road (Arkansas State Highway 45); thence west along the centerline of South Zero Street (Arkansas Highway 255) to its intersection with the centerline of South 31st Street; thence south along the centerline of South 31st Street and South 31st Street (extended) to the intersection with the centerline of Interstate I-540, said line also being the Fort Smith City Limit line; thence southwesterly along the centerline of Interstate I-540 to its intersection with the centerline of US Highway 71 South; thence northwesterly along the centerline of US Highway 71 South to its intersection with South Zero Street (Arkansas Highway 255);

thence north along the centerline of South 24th Street to its intersection with the centerline of Phoenix Avenue; thence east along the centerline of Phoenix Avenue to its intersection with the centerline of South 31st Street; thence north along the centerline of South 31st Street to its intersection with Cliff Drive; thence easterly along the centerline of Cliff Drive to its intersection with Old Greenwood Road; thence in a northwesterly direction along the centerline of Old Greenwood Road to its intersection with the centerline of Gary Street; thence west along the centerline of South Gary Street and South Gary Street (extended), to its intersection with the centerline of South 27th Street; thence north along the centerline of South 27th Street to its intersection with the centerline of South Dallas Street; thence west along the centerline of South Dallas Street to its intersection with the centerline of Jenny Lind Avenue; thence north along the centerline of Jenny Lind Avenue to its intersection with the centerline of South "W" Street; thence west along the centerline of South "W" Street to its intersection with the centerline of Towson Avenue; thence north along the centerline of Towson Avenue to its intersection with the centerline of South "O" Street; thence east along the centerline of South "O" Street to its intersection with the centerline of South 12th Street; thence south along the centerline of South 12th Street to its intersection with the centerline of South "Q" Street; thence east along the centerline of South "Q" Street to its intersection with the centerline of Lexington Avenue; thence north along the centerline of Lexington Avenue to its intersection with the centerline of South "Q" Street; thence east along the centerline of South "Q" Street to its intersection with the centerline of South Greenwood Avenue; thence north along the centerline of South Greenwood Avenue to its intersection with the centerline of South "O" Street; thence east along the centerline of South "O" Street to its intersection with the centerline of South 31st Street; thence south along the centerline of South 31st Street to its intersection with the centerline of South "S" Street; thence east along the centerline of South "S" Street to its intersection with the centerline of Hendricks Boulevard; thence north along Hendricks Boulevard to its intersection with the centerline of South "S" Street; thence east along the centerline of South "S" Street to the intersection of South Albert Pike Avenue; thence north along South Albert Pike Avenue to its intersection with the centerline of Rogers Avenue (Arkansas Highway No. 22); thence south and east along the centerline of Rogers Avenue to the intersection of the centerline of Euper Lane; thence east along the centerline of Euper Lane to its intersection with the centerline of South 74th Street (Wildcat Mountain Road); thence north along South 74th Street to its intersection with the centerline of Free Ferry Road (extended); thence east along the centerline of Free Ferry Road (extended) to its intersection with the existing city limits, located in the center of the Arkansas River; thence along said city limits line generally in an easterly, then southerly, then westerly direction to the point of beginning, being the intersection of the centerline of South Zero Street (Arkansas Highway 255) with the centerline of Old Greenwood Road.

SECTION 2: The City Clerk is hereby authorized and directed to furnish a certified copy of this ordinance to the Sebastian County Board of Election Commissioners.

SECTION 3: All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

PASSED AND APPROVED this _____ day of February, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

MEMORANDUM

To: Ray Gosack, City Administrator
From: Sherri Gard, City Clerk
Date: February 17, 2012
Re: Ward Boundary Realignment - Wards 1 and 4

Voting precinct boundaries are set by the Sebastian County Board of Election Commissioners and should align with city ward boundaries. It was recently discovered that during the 2011 redistricting process, Precinct 4B was redrawn and inadvertently encompassed two city wards, Wards 1 and 4.

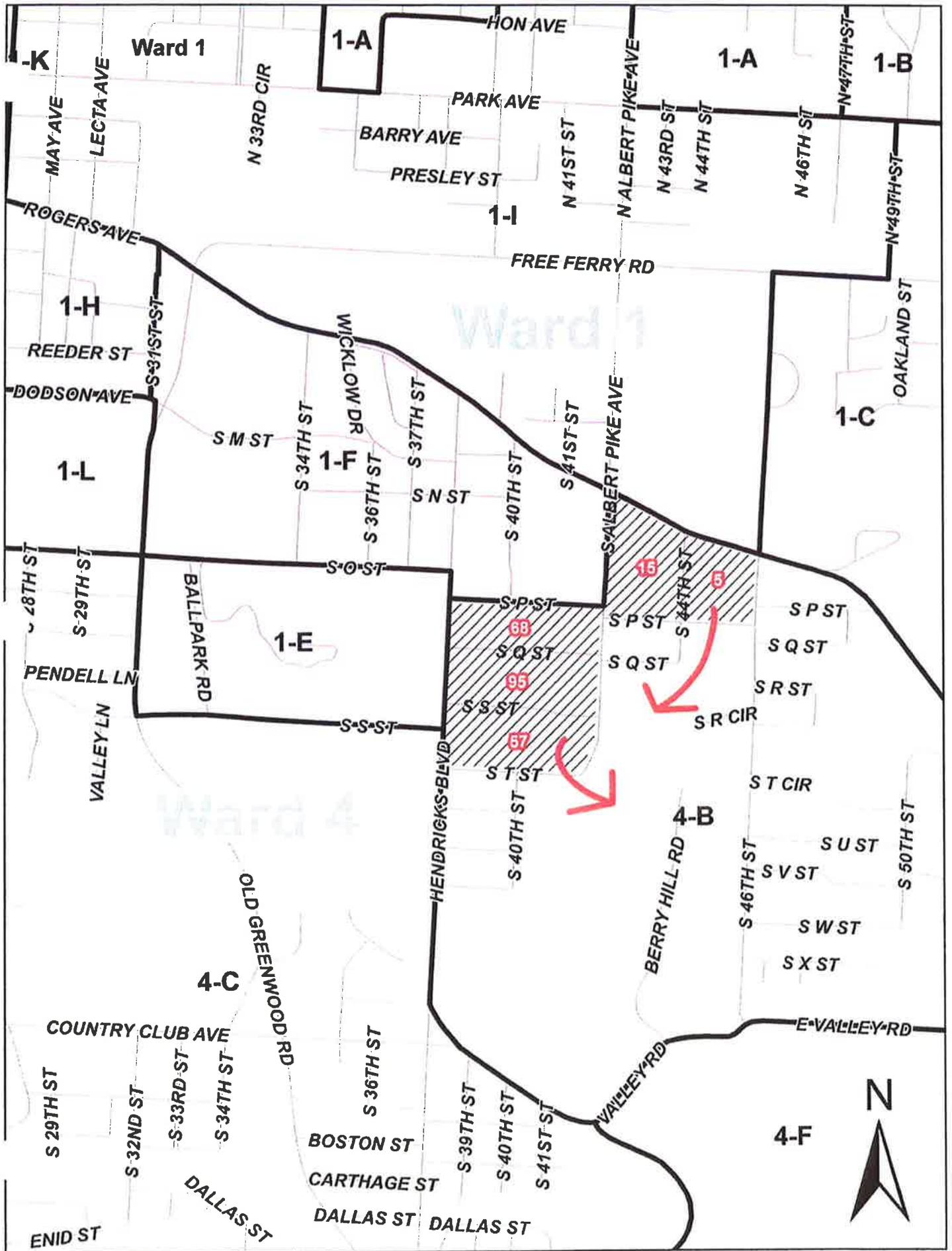
The Secretary of State's Office advises this instance occurs somewhat frequently and causes what they refer to as a "Precinct Split". This requires the subject precinct to have different ballots for each "precinct part" and causes difficulty for election officials. In order to prevent such and to immediately address the matter, the Sebastian County Board of Election Commissioners and Sebastian County Clerk requests the City of Fort Smith realign the subject ward boundary, which has been in place since 1991. See attached map.

If the Board so desires to satisfy the request, such would require the relocation of 240 residents from Ward 1 to Ward 4. This action would increase the largest variance between wards from 3.08% to 5.18%. See attached. State law requires no greater than 15% imbalance between wards; therefore, the proposed realignment is well within the acceptable tolerances.

The proposed realignment of ward boundaries will not affect the March 13, 2012 special election. Also, the matter will not affect existing ward directors or those who have already announced their candidacy for Wards 1 and 4.

An ordinance has been prepared to satisfy the request of the Sebastian County Board of Election Commissioners and Sebastian County Clerk; therefore, such is presented for Board approval.

If you have any questions, please let me know.



CITY OF FORT SMITH
WARD REAPPORTIONMENT
Requested by Sebastian County Clerk and Election Commission

	WARD 1	WARD 2	WARD 3	WARD 4	TOTAL	AVERAGE
CURRENT POPULATION	21,310	21,713	21,265	21,921	86,209	21,552

ADJUSTMENTS

Precinct 4B	-240			240		0
Adjusted Population	21,070	21,713	21,265	22,161	86,209	

% Difference from Average	-2.24%	0.75%	-1.35%	2.82%		
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Largest Variance Between Wards

Current Variance	3.08% (wards 3 and 4)
After Proposed Adjustment	5.18% (wards 1 and 4)

2.

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 February 2, 2012, that said changes be made; and,

WHEREAS, three (3) copies of February 2012 Amendments to the Unified Development Ordinance has been on file in the Office of the City Clerk of the City of Fort Smith for inspection and review by the public prior to the passage of this Ordinance; and,

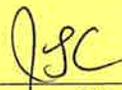
NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH THAT:

SECTION 1: The February 2012 Amendments to the Unified Development Ordinance are 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

Approved as to Form:



City Attorney
Publish Here

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 FEBRUARY, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

Memorandum

To: Ray Gosack, City Administrator
Jeff Dingman, Deputy City Administrator

From: Wally Bailey, Director of Development Services

Date: 2/10/2012

Re: UDO Amendments

The Planning Commission recently reviewed two charts in the Unified Development Ordinance (UDO). The Planning Commission held a special meeting on Thursday, February 2, 2012 to discuss these changes. Before the special meeting the Planning Commission discussed these items in a study session. We notified our stakeholder list of the proposed amendments and received no comments about the proposed amendments. The amendments are scheduled for presentation to the Board of Directors at the February 21, 2012 regular meeting.

A summary of the proposed amendments are as follows:

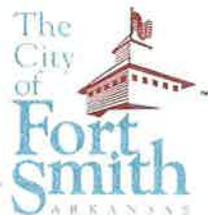
1. Section 27-404 (A) – Lot Dimension Standards Chart – This chart is a “one stop” comparison of the bulk and area requirements of all the zoning districts. Some of the area and bulk regulations within this chart did not correlate with the area and bulk regulations listed within the individual zoning districts. The changes to the chart are only editorial changes correlating the chart with the numbers stated within the sections of the code governing the individual districts.
2. Section 27-401 – Comprehensive Plan and Zoning District Conversion Chart – We have been comparing sections of the UDO relative to the zoning districts that are permitted within the land use classifications of the master land use plan. Also, we compared the current UDO with the information presented to the development community, planning commission and board of directors when the Master Land Use Plan was originally adopted. Staff reviewed the current land use designations and zoning district classifications and determined that many of the land use classifications were too limiting with regard to the zoning districts permitted within the specific land use classifications. We also found the chart and the other portions of the UDO were inconsistent and needed to be correlated. The chart also differed from the Master Land Use Plan that was originally adopted which is causing many unnecessary Master Land Use Plan changes. To avoid making unnecessary land use plan changes, the staff proposed amendments to correlate the current code sections, and make corrections to be consistent with the originally adopted master land use plan. The chart with the proposed changes is enclosed.

Sections 27-406 – 27-423 – Individual Zoning Districts – Amendments within the sections concerning the individual zoning districts are necessary to correlate the chart with these parts of the UDO.

A copy of the proposed amendments are enclosed.

Please contact me if you have any questions.

Enc.



February 16, 2011

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

Re: February 2012 Unified Development Ordinance Amendments – Section 27-404(A) – Lot Dimension Standards Chart and Section 27-401 – Comprehensive Plan and Zoning District Conversion Chart

On February 2, 2012, the City Planning Commission held a special meeting and public hearing to consider the above amendments to the Unified Development Ordinance.

Mr. Wally Bailey outlined the proposed Unified Development Ordinance Amendments to Section 27-404 (A) of the Unified Development Ordinance. Mr. Bailey stated that this chart is a comparison of the area and bulk regulations within this chart which does not correlate with the area and bulk regulations listed within the individual zoning districts. Mr. Bailey noted that the changes to the chart are only editorial changes matching the chart with the numbers stated within the individual districts.

Commissioner Maurras noted a change in the wording on this chart requesting that everywhere it states “determined base on site plan approval” it be changed to read “determined base on development plan approval.”

No one was present to speak either in favor or in opposition to the changes in this Section of the Unified Development Ordinance.

Following a discussion by the Commission, motion was made by Commissioner Howard, seconded by Commissioner Maurras and carried unanimously to amend to make approval subject to the wording change from site plan to development plan. Chairman Griffin then called for the vote on the amendment to Section 27-404(A) as amended. The vote was 9 in favor and 0 opposed.

Mr. Bailey then outlined the proposed amendments to Section 27-401 of the Unified Development Ordinance.

Mr. Bailey stated that the staff had been comparing sections of the UDO relative to the zoning districts that are permitted in specific land use categories as identified on the master land use plan and determined that the majority of the land use classifications were too limiting with regard to the zoning districts permitted within the specific land use classifications. He also noted that the current UDO differed in many ways from the master land use plan that was originally adopted. These issues were causing many unnecessary master land use plan changes and in order to avoid making these unnecessary changes, staff is proposing amendments to correlate the current code sections and make corrections to correlate with the originally adopted master land use plan.

623 Garrison Avenue
P.O. Box 1908
FORT SMITH, ARKANSAS 72902
(479) 784-2216
FAX (479) 784-2462

Mr. Bailey also noted changes to Sections 27-406 – 27-423 – Individual Zoning Districts which reflect the changes made on the chart in Section 27-401.

Commissioner Maurras expressed his concerns relative to allowing in RE-1, RS-1 and RS-2 zoning districts the residential mixed use development (RMU) land use classification. Mr. Bailey noted that any residential mixed use development would require development plan approval by the Planning Commission as well as the Board of Directors. Also, Mr. Bailey questioned why we would limit a mixed use district and not allow the district to have these types of residential districts as part of the development.

No one was present to speak either in favor or in opposition to the amendments to Section 27-401.

Following a discussion by the Commission, Chairman Griffin called for the vote on the amendments to this section of the Unified Development Ordinance. These amendments were approved by a vote of 9 in favor and 0 opposed.

A copy of the minutes from the Planning Commission Special Meeting is enclosed for your review.

Respectfully Submitted,

CITY PLANNING COMMISSION

Steve Griffin, Chairman

SG/lp

cc: File
City Administrator

DRAFT

**PLANNING COMMISSION SPECIAL MEETING
MINUTES
ROSE ROOM
CREEKMORE PARK COMMUNITY CENTER
5:00 P.M.
FEBRUARY 2, 2012**

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

1. Unified Development Ordinance Amendments

A. Section 27-404(A) – Lot Dimension Standards Chart

Mr. Wally Bailey outlined the proposed Unified Development Ordinance Amendment to this Section.

Mr. Bailey stated that the first proposed amendment is to Section 27-404(A) – Lot Dimension Standards Chart. Mr. Bailey stated that this chart is a comparison of the area and bulk regulations within this chart which does not correlate with the area and bulk regulations listed within the individual zoning districts. Mr. Bailey noted that the changes to the chart are only editorial changes matching the chart with the numbers stated within the individual districts.

Commissioner Maurras noted a change in the wording on this chart. He stated that everywhere where it states “determined base on site plan approval” it should be changed to read “determined base on development plan approval.”

Following a discussion by the Commission, motion was made by Commissioner Howard, seconded by Commissioner Maurras and carried unanimously to amend to make approval subject to the change in wording from site plan to development plan. Chairman Griffin then called for the vote on the amendment to Section 27-404(A) as amended. The vote was 9 in favor and 0 opposed.

A copy of the proposed amendments to this section are highlighted and attached to these minutes.

B. Section 27-401 – Comprehensive Plan and Zoning District Conversion Chart

Mr. Bailey outlined the proposed Unified Development Ordinance Amendment to this section.

Mr. Bailey stated the staff had been comparing sections of the UDO relative to the zoning districts that are permitted in specific land use categories as identified on the master land

use plan. Mr. Bailey noted that staff reviewed and compared the master land use plan and zoning districts and determined that the majority of the land use classifications were too limiting with regard to the zoning districts permitted within the specific land use classifications. He also noted that the current UDO differed in many ways from the Master Land Use Plan that was originally adopted. These issues were causing many unnecessary Master Land Use Plan changes. To avoid making unnecessary land use plan changes, staff is proposing amendments to correlate the current code sections, and make corrections to correlate with the originally adopted master land use plan. Mr. Bailey indicated that a chart identifying zoning districts and corresponding land uses has been included for the Commission's review.

Mr. Bailey also noted changes to Sections 27-406 – 27-423 – Individual Zoning Districts which reflect the changes made on the chart in Section 27-401.

Commissioner Maurras expressed his concerns relative to allowing in RE-1, RS-1 and RS-2 zoning districts in the residential mixed use development (RMU) land use classification. Mr. Bailey noted that any residential mixed use development would require development plan approval by the Planning Commission as well as the Board of Directors. Also, why would we limit a mixed use district and not allow the district to have these types of residential districts as part of the development.

Following a discussion by the Commission, Chairman Griffin called for the vote on the amendments to the above noted sections of the Unified Development Ordinance. The amendments were approved by a vote of 9 in favor and 0 opposed.

A copy of the proposed amendments to this section are highlighted and attached to these minutes.

Meeting Adjourned!

City of Fort Smith, Arkansas Preliminary Land Use & Zoning Categories
6/16/04

Proposed Land Use Category	Purpose	Characteristics and Use	Existing Zoning Categories that accommodate use	Proposed Zoning Categories	Criteria for Designation
Park/Open Space/Floodway	To provide for the open space and recreation needs of the region, and protect the regions natural resources, water quality and development investments.	Parks, public and private recreation, storm and drainage channels, 100-year flood plains, temporary uses, trails, development requiring minimum infrastructure and development investment	Any zoning classification O-1 F-1		*land unsuitable for many uses because of flooding *land located within 100-year riparian flood plain *land for public and private park and recreation needs of a neighborhood, community or region
Rural	To provide for agricultural and rural residential lifestyles, and limit the fiscal impact of unplanned, "leap-frog" urban development	Very low density housing on lots generally in excess of 1 acre; ranches for animals and farming.	O-1		*land within the County not planned for sewer service in the next 15 years *environmentally sensitive, steep slopes, ridgelines, and geologically unstable lands *land to be protected for agriculture production
Residential Detached	To create and maintain stable neighborhoods, provide safe, attractive family environments, and protect property values.	Single-family residential development from zero lot line development up to one unit per acre	O-1, R-1-SF, R-2-SF, R-3-SF, R-4-SF, R-7-SF, R-6, H-1		*located within stable, predominantly single family neighborhood *adjacent to low impact industry and commercial developments
Residential Attached	To provide for diverse populations and households, by supporting variety and options in living environments, and housing, while protecting and improving property values.	Duplex, triplex, fourplex, town-house, single and multiple story apartments and condominiums	R-2-SFDP, R-3-SFDP, R-4-SFDP, R-5,R-2-MF, R-3-MF, R-4-MF; T-1, T-3; C-2, C-3-P, C-4-P, C-5, C-6; H-1		*land adjacent to/or within regional centers *land within walking distance to commercial, office, low impact industry, regional institutions or parks *located on a high volume road way *planned as part of a mixed-use development
Institutional	To provide for needed community services of both a public and quasi-public nature.	Public and private schools; libraries; religious facilities; the airport and other transport facilities,	All Residential zones; TOS-1, TOS-2; I-1, I-2, I-3; C-5 (SP-A,B,C,D), C-6-SPL; H-1		*high accessibility for all modes of transportation *compatible and/or supportive of neighboring uses *centrally located to meet needed services by area *located for long-term investment

<p>Neighborhood Commercial</p>	<p>To provide convenience goods and services in a residentially compatible design, for surrounding neighborhoods, and to provide appropriate uses for sites on arterials and collectors unsuitable for residential development due to lot configuration, safety and noise.</p>	<p>These areas are small in scale and designed to meet the immediate needs of people living or working within a half-mile radius. Ice cream, coffee shops, movie rentals, specialty retail, small grocery, drug, and personal & professional services are appropriate. Parking is limited, and drive-thru is prohibited.</p>	<p>C-1, C-2, C-3-P, T-1, T-2, T-3</p>	<p>*located on a collector or arterial street *land area generally surrounded by residential type uses, but may occur within areas of large employers, or students. *parcels of less than an acre would not be classified as NC unless designed as a complex of compatible goods and services for a pedestrian environment</p>
<p>General Commercial</p>	<p>To provide opportunities for business transactions and activities, and meet the consumer needs of the community.</p>	<p>Retail sales of all product types requiring transportation of goods; and, professional, technical, and financial services</p>	<p>T-1, T-2, T-3; C-1,2,3,4,5,6 (P, SPL, & SP-A,B,C,D) I-1, I-2 (P & SPL) TOS-1, TOS-2; H-1</p>	<p>*compatible with, and complimentary to, neighboring uses *located on high volume arterials and collectors *located as a cluster of like services *accessible by most modes of transportation *appropriately located, for minimum impact to adjacent uses, and, by volume of activity and trips generated by use</p>
<p>Regional Center</p>	<p>To provide for major destination clustering of major employers, retailers, entertainment and regional level services of all types in a walkable setting.</p>	<p>Higher density (multiple story) residences, destination and specialty retail, entertainment, cultural activities, dining, medical and community services. Consolidated parking, all mode transportation, pedestrian environment, active street level storefronts.</p>	<p>C-6, C-6-SPL, C-4 (P), C-5 (SP-A,B,C,D)</p>	<p>*Limited by Comprehensive Plan designation *Transit hub * Accessible to all modes of transportation *located on principal arterial</p>
<p>Office Research and Industrial</p>	<p>To provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.</p>	<p>No to low noise and air emission, research, development, assembly and repair, enclosed storage; limited outdoor distribution and storage; low impact truck activity.</p>	<p>I-1, I-1-P, I-2, I-2-P, I-2-SPL</p>	<p>*Located on primary arterial or along active rail line *Central water and sewer with sufficient capacity *sufficient land area for activities and potential expansion *not located within environmentally sensitive areas, or those prone to flooding *May be located with other mixed-uses</p>

City of Fort Smith, Arkansas Pro. 1 Land Use & Zoning Categories
Draft 03, 6/04

Industry	To provide for high intensity, potentially hazardous, noisy or noxious manufacturing, distribution and warehouse activities.	Potentially hazardous, noisy, very active or visually unappealing manufacturing, distribution, sorting and repair operations; facilities with high air emissions or pollution, or potentially noxious odors; those businesses requiring high truck or rail traffic; landfills and hazardous utility installations.	I-3, I-3-SPL, I-4, I-3-SPL, I-32-O, I-42-O, I-43-O		Criteria for Light Industry as well as: *located to avoid residential areas, schools, libraries, and medical facilities *sufficient land area to provide a buffer for different adjacent uses
Mixed-Use R- predominately residential E- predominately business	To provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.	Higher density residential development; specialty retail, dining and entertainment services; incubator business development and art studios; office and assembly employment; pedestrian and bicycle amenities	C-6, C-6-SPL, C-4, C-5, I-1, I-2 (P, SPL), R-3-MF, R-4-MF		*within redevelopment and revitalization areas transitioning out of industrial land use. *a planned mixed-use development (PUD), or as a complement to an existing area of mixed land use.

FEBRUARY 2012
AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE

RESIDENTIAL DISTRICTS

DISTRICT	MIN. LOT SIZE	MIN. LOT WIDTH AT BUILDING LINE	MIN. STREET FRONTAGE	MAX LOT COVERAGE	SETBACKS					HEIGHT
					FRONT	SIDE	STREET SIDE	REAR	SIDE/REAR ADJACENT TO:	
Residential Estate Three	3 acres	200 feet	50 feet	10%	50	25	50	25		35 feet
Residential Estate One	1 acre	100 feet	50 feet	20%	40	15	40	20		35 feet
SF Low Density	14,000 sf	100 feet	50 feet	30%	30	10	30	10		35 feet
SF Medium Density	10,500 sf	75 feet	50-22 feet	50%	30	7.5	30	10		35 feet
SF Medium/High Density	6,500 sf	60 feet	20-22 feet	60%	25	7.5	25	10		35 feet
SF High Density	5,000 sf	50 feet	20-22 feet	65%	20	5	20	10		35 feet
SF Row house and zero lot line	See Section 27-411.1									
SF-Duplex Low/Med Density	10,500 sf	75 feet	50 feet	50%	30	7.5	30	10		35 feet
SF-Duplex Med/High Density	6,500 sf	60 feet	20 feet	60%	25	7.5	25	10		35 feet
SF-Duplex high Density	5,000 sf	50 feet	20 feet	65%	20	5	20	10		35 feet
MF Low Density	10 du/acre 10,500 sf	75 feet	20 feet	60%	30	7.5	15	10	SF-30	35 feet
MF Medium Density	20 du/acre 6,500 sf	60 feet	20 feet	65%	25	7.5	15	10	SF-30	40 feet
MF High Density	30 du/acre 5,000 sf	50 feet	20 feet	70%	20	5	15	5	SF-40	40 feet
Mixed Density	See Section 27-415 Determine base on site plan approval									
Res Historic	5,000 sf	50 feet	20 feet	65%	10	5	10	5		35 feet
Res Mixed Use	Determined based on development plan approval									
TRANSITIONAL										
Transitional	5,000 sf	50 feet	50 feet	65%	20	5	20	10		35 feet
COMMERCIAL DISTRICTS										
Neighborhood Compatible	7,000 sf	50 feet	20 feet	60%	25	10	10	10		35 feet
Commercial Light	7,000 sf	50 feet	20 feet n/a	60%	25	10	10	10		35 feet
Com. Moderate	12,000 sf	75 feet	n/a	60%	25	20	15	20	SF-30	35 feet
Com. Regional	40,000 sf	150 feet	n/a	80%	25	20	20	20	SF-100	45 feet
Com. Heavy	14,000 sf	100 feet	n/a	75%	25	20	15	20	SF-30	45 feet
Com. Downtown	Determined based on development plan approval									
Com. Mixed Use	Determined based on development plan approval									
INDUSTRIAL DISTRICTS										
Ind. Light	20,000 sf	100 feet	n/a	75%	25	10-15	15	10	SF-100	45 feet
Ind. Moderate	20,000 sf	100 feet	n/a	60%	50	25	50	20	SF-100	45 feet
Ind. Heavy	20,000 sf	100 feet	n/a	60%	100	50	100-50	20	non Ind.-100	45 feet

Some building heights may be adjusted on setback, see districts
 Building separation shall be determined by current City building and fire codes.

A. **Chart.** The following chart describes the relationship between the Fort Smith Comprehensive Plan, zoning districts included in the Unified Development Ordinance, and previously existing districts. This chart is included for descriptive purposes only. Specific conversions between previous and existing zoning districts are made through the Planning and Zoning Department pursuant to Section 27-336.

B.

Plan Classification	New Zoning District	Existing Zoning District
	Residential	
Rural	Residential Estate Three Acres (RE-3)	n/a
		<u>O-1</u>
Residential Detached	Residential Estate One Acre (RE-1)	O-1
	Residential Single Family Low Density (RS-1)	R-1-SF
	Residential Single Family Medium Density (RS-2)	R-2-SF
	Residential Single Family Medium/ High Density (RS-3)	R-3-SF
	Residential Single Family High Density (RS-4)	R-4-SF <u>R-7-SF</u>
	Residential Single Family Rowhouse and Zero Lot Line District (RS-5)	<u>R-7-SF</u> R-6
	<u>Residential Historic (RH)</u>	<u>H-1</u>
	<u>RMU</u>	<u>n/a</u>

Plan Classification	New Zoning District	Existing Zoning District
Residential Attached	Residential Single Family – Duplex Low/Medium Density (RSD-2)	R-2-SFDP
	Residential Single Family – Duplex Medium/High Density (RSD-3)	R-3-SFDP
	Residential Single Family – Duplex High Density (RSD-4)	R-4-SFDP
	Residential Multifamily Low Density (RM-2)	R-2-MF
	Residential Multifamily Medium Density (RM-3)	R-3-MF
	Residential Multifamily High Density (RM-4)	R-4-MF
	Residential Mixed Density (RMD)	R-5
	<u>Residential Single Family Rowhouse and Zero Lot Line District (RS-5)</u>	<u>R-6</u> <u>R-7-SF</u>
	Residential Historic (RH)	H-1
	Mixed Use (MU)	n/a
	<u>RMU</u>	<u>T-1</u>
	<u>Transitional</u>	<u>T-2</u> <u>T-3</u>
	Mixed Use Residential	

<u>Plan Classification</u>	<u>New Zoning District</u>	<u>Existing Zoning District</u>
	Mixed Use or combination of residential and commercial districts	
	<u>RMU</u>	n/a
	<u>All Residential Districts</u>	n/a
	<u>All Commercial Districts when included as part of a Mixed Use Development in accordance with Section 27-417 C (3)</u>	n/a
Transitional	Transitional	
	Transitional (T)	T-1 T-2 T-3
	Commercial	
Commercial Neighborhood	Residential Mixed Use /Commercial Employment Mixed Use	n/a
	<u>Residential Multifamily Low Density (RM-2)</u>	<u>R-2-MF</u>
	<u>Residential Multifamily Medium Density (RM-3)</u>	<u>R-3-MF</u>
	<u>Residential Multifamily High Density (RM-4)</u>	<u>R-4-MF</u>
	Commercial Neighborhood Compatible (C-1)	C-1
	Commercial Light (C-2)	C-2
	<u>Commercial Moderate</u>	<u>C-3-P</u>

<u>Plan Classification</u>	<u>New Zoning District</u>	<u>Existing Zoning District</u>
	<u>(C-3)</u>	
General Commercial	<u>Transitional (T)</u>	<u>T-1</u> <u>T-2</u> <u>T-3</u>
	<u>Residential Multifamily Low Density (RM-2)</u>	<u>R-2-MF</u>
	<u>Residential Multifamily Medium Density (RM-3)</u>	<u>R-3-MF</u>
	<u>Residential Multifamily High Density (RM-4)</u>	<u>R-4-MF</u>
	<u>Transitional (T)</u>	<u>T-1</u> <u>T-2</u> <u>T-3</u>
	<u>Commercial Employment Mixed Use/ Residential Mixed Use</u>	<u>n/a</u>
	<u>Commercial Neighborhood Compatible (C-1)</u>	<u>C-1</u>
	<u>Commercial Light (C-2)</u>	<u>C-2</u>
	<u>Commercial Moderate (C-3)</u>	<u>C-3-P</u> <u>TOS-1</u>
	<u>Commercial Regional (C-4)</u>	<u>C-4-P</u>
	<u>Commercial Heavy (C-5)</u>	<u>C-5</u> <u>C-5-SP(A-D)</u> <u>TOS-2</u>
	<u>Commercial Downtown (C-6)</u>	<u>C-6</u> <u>C-6- SPL</u>
	<u>Residential Historic (RH)</u>	<u>H-1</u>

<u>Plan Classification</u>	<u>New Zoning District</u>	<u>Existing Zoning District</u>
Mixed Use Employment	<u>Commercial Employment Mixed Use (CEMU)</u>	<u>n/a</u>
	Mixed Use (MU)	n/a
	<u>All Residential Districts</u>	<u>n/a</u>
	<u>Transitional</u>	<u>T-1</u> <u>T-2</u> <u>T-3</u>
	<u>All Commercial Districts</u>	<u>n/a</u>
	Regional Center	<u>Commercial Employment Mixed Use (CEMU)</u>
Commercial Regional (C-4)		C-4-P
<u>Commercial Heavy (C-5)</u>		<u>C-5</u> <u>C-5 SP (A-D)</u>
Commercial Downtown (C-6)		C-6 C-6-SPL

Industrial		
Office, Research and Light Industrial		
	<u>Commercial Heavy (C-5)</u>	<u>C-5</u>
	Industrial Light (I-1)	I-1-P I-2 I-2-SPL I-2-P

Plan Classification	New Zoning District	Existing Zoning District
Moderate Industrial	Industrial Moderate (I-2)	I-3 I-32-O I-3-SPL
Industry	Industrial Light (I-1)	I-1-P I-2 I-2-SPL I-2-P
	Industrial Moderate (I-2)	I-3 I-32-O I-3-SPL
	Industrial Heavy (I-3)	I-4 I-42-O I-43-O I-4-SPL
Other		
Park/Open Space/ Floodway	<ul style="list-style-type: none"> ▪ No districts - ▪ Floodway must be FEMA mapped ▪ Park/Open Space must be identified by owner as same 	F-1 <u>Any zoning classification</u> O-1
Institutional	No districts, land use classifications identifies existing institutional uses as may be permitted in any district	<u>All residential zones</u> TOS-1 TOS-2 I-1 I-2 I-3 C-5 C-5 (SPL A-D) C-6- SPL H-1

Section 27-406 – Section 27-423

**Individual zoning district changes to reflect the changes made
in Section 27-401**

- B. Residential Collector, Restricted Parking
- C. Residential Collector
- D. Major Collector
- E. Minor Arterial
- F. Major Arterial
- G. Boulevard
- H. Industrial Street

For more information about street hierarchy, see the Fort Smith Master Street Plan.

RESIDENTIAL DISTRICTS

27-406	Residential Estate Three Acres (RE-3)
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- A. **Purpose.** To provide areas for very low density single family uses. This district is appropriate for locations where low density residential development is desired or where the lack of public facilities and services requires low intensity development. Development in this district shall be designed to allow for the future planned expansion of utilities and services where necessary. RE-3 zoning is generally appropriate in the Residential Detached Rural, Mixed Use Residential, and Mixed Use Employment future land use classification of the Master Land Use Plan.
- B. **Land Uses.** Permitted, Conditional and Accessory land uses in the RE-3 district are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific uses not identified on the use matrix are subject to classification pursuant to Section 27-336. No more than one principal structure may be erected on each defined lot.
- C. **Area and Bulk Regulations**

Density/ Min. Lot Size	Min. Lot Width at Bldg. Line	Maximum Lot Coverage	Minimum Street Frontage	Max Height
.33 du per acre/ (3 acres) Setbacks	200 feet	10%	50 feet	35 feet(See 27-404(D))

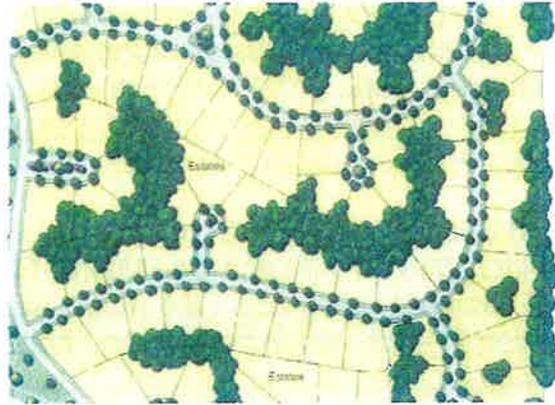
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Front	Side	Street Side/Corner	Rear
50 feet	25 feet	50 feet	25 feet

1. Minimum building separation shall be 15 feet.

27-407 Residential Estate One (RE-1)

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



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

B. Uses

Permitted, Conditional and Accessory uses in the RE-1 district are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336. No more than one principal structure may be erected on each defined lot.

C. Area and Bulk Regulations

Density/ Min. Lot Size	Min. Lot Width at Bldg. Line	Max Lot Coverage	Minimum Street Frontage	Max Height
1 du/acre (1 acre)	100 feet	20%	50 feet	35 feet(See 27-404(D))

Front	Side	Street Side/Corner	Rear
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IN

40 feet

15 feet

40 feet

20 feet

1. Minimum building separation shall be 15 feet.

27-408	Residential Single Family Low Density (RS-1)
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A. Purpose. The purpose of the Single Family Low Density zoning district is to maintain, protect, and provide opportunities for low density residential development in spacious environments, along with compatible limited public and institutional uses. RS-1 zoning is appropriate in the Residential Detached, Mixed Use Residential, and Mixed Use Employment category of the Master Land Use Plan.

B. Land Uses. Permitted, Conditional and Accessory land uses in the RS-1 district are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336. No more than one principal structure may be erected on each defined lot.

C. Area and Bulk Regulations

Density/ Min. Lot Size (s.f.)	Min. Lot Width at Bldg Line	Max Lot Coverage	Min. Street Frontage	Max Height
3 du per acre/ 14,000 s.f.	100 feet	30%	50 feet	35 feet(See 27-404(D))

Setbacks

Front	Side	Street Side/Corner	Rear
30 feet	10 feet	30 feet	10 feet

1. Minimum building separation shall be 15 feet.

27-409	Residential Single Family Medium Density (RS-2)
---------------	--

A. Purpose. To provide for detached homes in low-to-medium density single family neighborhoods where adequate public services and facilities are available. The RS-2 zoning district is appropriate in suburban areas and primarily applies to the Residential Detached, Mixed Use Residential, and Mixed Use Employment category of the Master Land Use Plan.

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B. Land Uses. Permitted, Conditional and Accessory land uses in the RS-2 district are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336. No more than one principal structure may be erected on each defined lot.

C. Area and Bulk Regulations

Density/ Min. Lot Size (s.f.)	Min. Lot Width at Bldg Line	Max Lot Coverage	Minimum Street Frontage	Max Height
4 du per acre/ 10,500 s.f.	75 feet	50%	50 feet	35 feet(See 27-404(D))

Setbacks

Front	Side	Street Side /Corner Setback	Rear
30 feet	7.5 feet	30 feet	10 feet

1. Minimum building separation shall be 10 feet.

27-410	Residential Single Family Medium/High Density (RS-3)
---------------	---

A. 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 or commercial districts. RS-3 zoning is appropriate in urban and suburban areas and primarily applies to the Residential Detached, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

B. Land Uses. Permitted, Conditional and Accessory land uses in the RS-3 district are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336. No more than one principal structure may be erected on each defined lot.

C. Area and Bulk Regulations

Density/ Min. Lot Size (s.f.)	Min. Lot Width at Bldg. Line	Max Lot Coverage	Minimum Street Frontage	Max Height
6.7 du per	60 feet	60%	20 feet	35 feet (see

IP

acre/
6,500 s.f.
Setbacks

27.404(D))

Front	Side	Street Side /Corner	Rear
25 feet	7.5 feet	25 feet	10 feet

1. Minimum building separation shall be 10 feet.

27-411 Residential Single Family High Density (RS-4)

- A. Purpose.** To provide very dense single family detached housing as either new or infill development. The RS-4 Zoning District is appropriate in higher density residential areas near the downtown, in mixed use/density areas, and as a transitional buffer zone between lower density residential development and multifamily or commercial uses. The RS-4 Zoning District corresponds to the Residential Detached, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan. ~~as a stand-alone district and to the Mixed Use classification in conjunction with other zoning districts provided it is in character with the existing or planned uses of the surrounding districts.~~
- B. Land Uses.** Permitted, Conditional and Accessory land uses in the RS-4 Zoning District are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336. No more than one principal structure may be erected on each defined lot.
- C. Area and Bulk Regulations**

Density/ Min. Lot Size (s.f.)	Min. Lot Width at Bldg. Line	Max Lot Coverage	Minimum Street Frontage	Max Height
8.7 du per acre/ 5,000 s.f. Setbacks	50 feet	65%	20 feet	35 feet/ (see 27.404(D))
Front	Side	Street Side/Corner	Rear	
20 feet	5 feet	20 feet	10 feet	

1. Minimum building separation shall be 10 feet.

13. **Row House Side Lot Lines.** Row Houses shall be constructed up to the lot lines for lots without side yards. No windows, doors, or other openings shall face a side lot line, except that the outside wall of the end units may contain such openings.

27-4__ Residential Single Family - Duplex Low/Medium Density (RSD-2)

- D. Purpose.** To provide for attached and detached homes in low-to-medium density neighborhoods where adequate public services and facilities are available. The RSD-2 zoning district is appropriate in suburban areas and primarily applies to the Residential Detached, and Residential Attached, Mixed Use Residential, and Mixed Use Employment category of the Master Land Use Plan.
- E. Land Uses.** Permitted, Conditional and Accessory land uses in the RSD-2 district are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336. No more than one principal structure may be erected on each defined lot.
- F. Area and Bulk Regulations**

Density/ Min. Lot Size (s.f.)	Min. Lot Width at Bldg Line	Max Lot Coverage	Minimum Street Frontage	Max Height
4 dwellings per acre/ 10,500 s.f.	75 feet	50%	50 feet	35 feet(See 27-404(D))

Setbacks

Front	Side	Street Side /Corner Setback	Rear
30 feet	7.5 feet	30 feet	10 feet

1. Minimum building separation shall be 10 feet.

27-4__ Residential Single Family - Duplex Medium/High Density (RSD-3)

- D. Purpose.** To provide for medium-to-high density, compact single family detached and duplex 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-duplex districts and the

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multifamily or commercial districts. RSD-3 zoning is appropriate in urban and suburban areas and primarily applies to the Residential Detached, and Residential Attached, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

E. Land Uses. Permitted, Conditional and Accessory land uses in the RSD-3 district are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336. No more than one principal structure may be erected on each defined lot.

F. Area and Bulk Regulations

Density/ Min. Lot Size (s.f.)	Min. Lot Width at Bldg. Line	Max Lot Coverage	Minimum Street Frontage	Max Height
6.7 dwellings per acre/ 6,500 s.f.	60 feet	60%	20 feet	35 feet (see 27.404(D))
Setbacks				
Front	Side	Street Side /Corner	Rear	
25 feet	7.5 feet	25 feet	10 feet	

1. Minimum building separation shall be 10 feet.

27-4 Residential Single Family - Duplex High Density (RSD-4)

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

D. Land Uses. Permitted, Conditional and Accessory land uses in the RSD-4 Zoning District are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification

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pursuant to Section 27-336. No more than one principal structure may be erected on each defined lot.

C. Area and Bulk Regulations

Density/ Min. Lot Size (s.f.)	Min. Lot Width at Bldg. Line	Max Lot Coverage	Minimum Street Frontage	Max Height
8.7 dwellings per acre/ 5,000 s.f.	50 feet	65%	20 feet	35 feet/ (see 27.404(D))
Setbacks				
Front	Side	Street Side/Corner	Rear	
20 feet	5 feet	20 feet	10 feet	

1. Minimum building separation shall be 10 feet.

27-412 Residential Multifamily Low Density (RM-2)
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A. Purpose. To provide low-to-medium density detached and attached single family homes and duplexes in areas characterized by similar development. The RM-2 zone is appropriate for suburban areas within the Residential Attached, Commercial Neighborhood, General Commercial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan, and may serve as a transition or buffer zone between single family development and higher density multifamily or commercial land uses.

B. Land Uses. Permitted, Conditional and Accessory uses in the RM-2 Zoning District are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336. With the exception of multifamily developments, no more than one principal structure may be erected on each defined lot.

C. Area and Bulk Regulations

Density/ Min. Lot Size	Min. Lot Width at Bldg Line	Max Lot Coverage	Minimum Street Frontage	Max Height
10 du per acre/ 10,500 s.f.	75 feet	60%	20 feet	35 feet (see 27-404(D))
Setbacks				

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Front	Side	Street Side/ Corner	Side/Rear Adjacent to RS district/development	Rear
30 feet	7.5 feet	15 feet	30 feet	10 feet

1. Minimum building separation shall be 10 feet.

27-413	Residential Multifamily Medium Density (RM-3)
---------------	--

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



B. Land Uses. Permitted, Conditional and Accessory land uses in the RM-3 Zoning District are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336. With the exception of multifamily developments, no more than one principal structure may be erected on each defined lot.

C. Area and Bulk Regulations

Density/ Min. Lot Size	Min. Lot Width at Bldg. Line	Max Lot Coverage	Minimum Street Frontage	Max Height
20 du per acre/ 6,500 s.f.	60 feet	65%	20 feet	40 feet (See 27-404(D))
Setbacks				
Front	Side	Street Side/Corner	Side/Rear (Adjacent to RS)	Rear

10

25 feet	7.5 feet	15 feet	dist/development) 30 feet	10 feet
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1. Minimum building separation shall be 10 feet.

E. **Multifamily developments shall conform to Design Guidelines of chapter 27-600 et seq.**

27-414 Residential Multifamily High Density (RM-4)

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



E. **Land Uses.** Permitted, Conditional and Accessory land uses in the RM-4 Zoning District are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336. With the exception of multifamily developments, no more than one principal structure may be erected on each defined lot.

8. Facing Courtyard. Where row house lots and dwelling units are designed to face an open area or common access court rather than a street, this area shall be a minimum of forty (40) feet in width and shall not include vehicular drives or parking areas.
9. Row House Side Lot Lines. Row Houses shall be constructed up to the lot lines for lots without side yards. No windows, doors, or other openings shall face a side lot line, except that the outside wall of the end units may contain such openings.

F. Multifamily developments shall conform to Design Guidelines of chapter 27-600 et seq.

27-416 Residential Historic (RH)

A. Purpose. To preserve and promote the educational, cultural and general welfare of the public through the preservation, protection, and restoration of the traditional architectural character and historic significance of structures located in the RH District. The RH Zoning District is appropriate in the Residential Attached, Residential Detached, General Commercial, Mixed Use Residential, and Mixed Use Employment any category of the Master Land Use Plan.



1. No property shall be zoned as Residential Historic before it has been recommended to be part of a historic district by the Historic District Commission. Before an application for rezoning can be filed the property must be established by the governing body as a historic district.
2. See also Section 19-61 et seq. of the Fort Smith Municipal Code.

B. Land Uses

Permitted, Conditional and Accessory uses in the RH 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. With the exception of multifamily developments, no more than one principal structure may be erected on each defined lot.

C. Area and Bulk Regulations

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- d. Historical markers. Historical markers and building markers may be permitted within the District provided the location, size and materials are approved by the Historic District Commission.

27-417 Residential Mixed Use/Commercial Employment Mixed Use (RMU/CEMU)

A. Purpose. To provide for residential and commercial mixed use developments to serve the community and provide flexibility and innovation in layout and development designs. The RMU Zoning District is appropriate for the Commercial Neighborhood, General Commercial, Mixed Use Residential and Residential Attached classifications of the Master Land Use Plan. Where only single family detached development is proposed, the RMU District is appropriate in a Residential Detached Master Land Use Plan classification. The CEMU district is appropriate in the Mixed Use Employment, and Commercial Neighborhood, General Commercial classifications of the Master Land Use Plan.



B. Minimum Development Size. Mixed use development sites shall be two (2) acres in size unless two or more of the following conditions are met:

1. The proposed Mixed Use development site is consistent with the City of Fort Smith's Comprehensive Plan and Master Land Use Plan.
2. The site is contiguous to or across the street from a location that has already been developed as a mixed use project pursuant to the Unified Development Ordinance regulations. As such, the expansion of the Mixed Use development would contribute to the maintenance of the amenities and land values of the neighboring properties.
3. The site is contiguous or across the street from property that has already been developed for commercial purposes and would not create conditions leading to strip (linear) commercial uses or encroachment into an established residential area, or

IX

design of the development and shall be considered in addition to the criteria contained in Section 27-329:

1. The proposed development allows a diversity of surrounding land uses which are in close proximity to each other within a limited area.
2. The proposed development preserves the overall character of the area.
3. The proposed development promotes a balance of land uses.
4. The proposed development promotes the opportunity for people to work, meet, shop, and use services in the vicinity of their residences.
5. The proposed development provides opportunities for the development of housing.
6. The proposed development provides opportunities for a mixture of uses within the same building.
7. The proposed development promotes a pedestrian friendly environment.
8. The proposed development facilitates integrated physical designs.
9. The proposed development promotes a high level of design quality in conformance with the Fort Smith Design Guidelines of Section 27-620 et seq.
10. The proposed development encourages the development of flexible space for small and emerging businesses.
11. The proposed development is responsive to current and future market demands and conditions.

Sections 27-418 and 419 are reserved for future use.

TRANSITIONAL DISTRICT

27-4__	Transitional - (T)
---------------	---------------------------

A. Purpose. To provide small scale areas for limited office, professional service, and medical services designed in scale with surrounding residential uses. The transitional zoning district applies to the Residential Detached, Residential Attached, Institutional, Neighborhood Commercial Neighborhood, and General Commercial categories of the Master Land Use Plan.

B. Land Uses. Permitted, Conditional and Accessory land uses in the Transitional district are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the matrix are subject to classification pursuant to Section 27-336.

- B.** To provide sufficient and appropriate land areas at appropriate locations, to meet the City's current and anticipated future needs for commercial developments within central shopping districts, regional, community and neighborhood shopping centers, as well as all other types of commercial and miscellaneous service facilities.
- C.** To provide off-street parking and loading facilities for commercial areas; to encourage commercial establishments to concentrate in planned developments to the mutual advantage of both consumers and merchants, to encourage or require common entrances and exits to businesses thereby limiting the number of curb-cuts and promoting shared parking facilities.
- D.** To protect both commercial developments and nearby residences against congestion by regulating the intensity of commercial developments by restricting those types of establishments which generate heavy traffic.
- E.** Commercial developments shall conform to Design Guidelines of chapter 27-600 et seq.

Sec. 27-421 Commercial Zones Established

Seven (7) commercial zones are established by this chapter. Their designation is as follows:

- A.** Neighborhood Compatible (C-1)
- B.** Commercial Light (C-2)
- C.** Commercial Moderate (C-3)
- D.** Commercial Heavy (C-4)
- E.** Commercial/Employment Mixed Use (CEMU)
- F.** Commercial Regional (C-5)
- G.** Commercial Downtown (C-6)

27-422 COMMERCIAL NEIGHBORHOOD COMPATIBLE (C-1)

12

A. Purpose. To provide small scale areas for limited office, professional service, and local retail businesses designed in scale with surrounding residential land uses. The C-1 zoning district encourages the incorporation of compatible neighborhood commercial uses in close proximity to residential uses for easy and convenient accessibility and the promotion of pedestrian-oriented development. C-1 zoning is appropriate in the Commercial Neighborhood, and General Commercial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.



B. Land Uses

Permitted, Conditional and Accessory land uses in the Neighborhood Compatible (C-1) 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.

C. Area and Bulk Regulations

Max. Lot Size/Max. Bldg (s.f.)	Min. Lot Width	Max Lot Coverage	Minimum Street Frontage	Max Height
21,000 lot/ 30,000 bldg.	50 feet	60%	20 feet	35 feet (See 27-404(D))

Setbacks (feet)

Front Setback	Side Setback	Street Side Setback	Rear Setback
25 feet	10 feet	10 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-1

12-1

- 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)
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- 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 Neighborhood Commercial Neighborhood, and 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.

1Z-2

D. Area and Bulk Regulations

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

27-424	COMMERCIAL MODERATE (C-3)
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12-3

A. Purpose. To provide for general commercial activities, offices, and services for the community. The C-3 zoning district promotes a broad range of commercial activities, operations, and services that are dispersed throughout the City and designed at a smaller scale than a regional center. The C-3 zoning district is appropriate in the General Commercial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.



B. Land Uses

Permitted, Conditional and Accessory land uses in the C-3 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.

C. Area and Bulk Regulations

Min. Lot Size/Max. Bldg (s.f.)	Min. Lot Width)	Max Lot Coverage	Minimum Street Frontage	Max Height
12,000 lot/ 60,000 bldg.	75 feet	60%	n/a	35 feet (See 27-404(D))

Setbacks (feet)

Front Setback	Side Setback	Street Side Setback	Side/Rear Setback (Adjoining SF Res. Dist/development)	Rear Setback
25 feet	20 feet	15 feet	30 feet	20 feet

1. Building separation shall be determined by the current City building and fire code.
2. Minimum Parcel/Lot Size for Rezoning to C-3: 2 acres
3. Maximum individual building square footage on a single lot: 60,000
4. Required street access: major collector or higher

12-4

D. District Standards

1. Vehicle servicing and equipment assembly as part of a sales operation shall be conducted within an enclosed building unless adequate visual screening from the public and adjoining properties is provided.
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 right-of-ways.
4. Special sales merchandise may be temporarily displayed outdoor, 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.
5. There shall be no open display in the first twenty (20) feet of the required front yard setback.

27-425	COMMERCIAL REGIONAL (C-4)
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A. Purpose. To provide for the development of large shopping centers, mixed use developments, entertainment venues, and other appropriate land uses that serve the broad retail, commercial, and entertainment needs of the metropolitan area. The C-4 zoning district is appropriate in the Regional Center, **General Commercial, Mixed Use Residential, and Mixed Use Employment** classification of the Master Land Use Plan.



B. Land Uses

12-5

- 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.
5. There shall be no open display in the first twenty (20) feet of the required front yard setback.

27-426	COMMERCIAL HEAVY (C-5)
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A. Purpose. To provide adequate locations for retail uses and services that generate moderate to heavy automobile traffic. The C-5 zoning district is designed to facilitate convenient access, minimize traffic congestion, and reduce visual clutter. The C-5 zoning district is appropriate in the General Commercial, Office, Research, and Light Industrial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

B. Land Uses. Permitted, Conditional and Accessory uses in the C-5 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.

C. Area and Bulk Regulations

Min. Lot Size (s.f.)	Min. Lot Width	Max Lot Coverage	Minimum Street Frontage	Max Height (see 27-404(D))
14,000 Setbacks	100 feet	75%	n/a	45 feet
Front Setback	Side Setback	Street Side Setback	Side/Rear Setback (Adjoining SF Res. Dist/Development)	Rear Setback
25 feet	20 feet	15 feet	30 feet	20 feet

1. Building separation shall be determined by the current City building and fire code.
2. Minimum Parcel/Lot Size for Rezoning to C-5:
 - a. New District (By Classification) : 2 acres
 - b. Existing District (By Extension): 14,000 s.f. (one lot)
3. Maximum individual building square footage: n/a
4. Required street access: minor arterial or higher

12-6

D. District Standards

1. Vehicle servicing and equipment assembly as part of a sales operation shall be conducted within an enclosed building unless adequate visual screening from the public and adjoining properties
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 outdoor, 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.
5. There shall be no open display in the first twenty (20) feet of the required front yard setback.

27-427 COMMERCIAL DOWNTOWN (C-6)

- A. Purpose** To provide for the orderly development of the original downtown area of Fort Smith and the areas immediately adjacent to it. The Commercial Downtown (C-6) Zoning District establishes guidelines and controls that allow for retail and residential development which is compatible with existing and expanding governmental, financial, professional, cultural, historic, and entertainment facilities. Commercial, governmental, and professional uses that serve the metropolitan area are allowed in this zone.
- B. Land Uses.** Permitted, Conditional and Accessory land uses in the C-6 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.
- C. Area and Bulk Regulations**

Max. Lot Size/Max. Bldg (s.f.)	Min. Lot Width	Max Lot Coverage	Minimum Street Frontage	Max Height
n/a	n/a	100%	n/a	n/a

12-7

Setbacks (feet)

Front Setback	Side Setback	Street Side Setback	Rear Setback
n/a	n/a	n/a	n/a

1. Multifamily density: n/a
2. Minimum Parcel/Lot Size for Rezoning to C-6:
 - a. There shall be no new C-6 zones created by classification.
 - b. Existing District (By Extension): 42,000 s.f. (one lot)

D. District Standards

1. New billboards are not permitted in the C-6 Zoning District.
2. Development in the C-6 Zoning District may also be governed by the CBID Design Guidelines, which is a separate process from the Planning and Zoning Department's approval.

INDUSTRIAL DISTRICTS

27-430	INDUSTRIAL LIGHT (I-1)
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A. Purpose

To provide for a mixture of light manufacturing, office park, research and development, and limited retail/service retail land uses in an attractive, business park setting. The Industrial Light District may be used as a zoning buffer between mixed uses, commercial uses and heavier industrial uses. The I-1 Zoning District is appropriate with the Office, Research, and Light Industrial (ORLI) and Industry classifications of the Master Land Use Plan.

B. Land Uses

Permitted, Conditional and Accessory land uses in the Industrial Light 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.

C. Area and Bulk Regulations

Min. Lot Size	Min. Lot	Max Lot	Minimum	Max Height
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- 6. All residential uses are prohibited except sleeping facilities required by watchmen or caretakers employed upon the premises.
 - 7. Auto impoundment or holding yards shall be screened with a minimum six (6) to eight (8) foot opaque fence constructed of wood or masonry.
- E. Industrial developments shall conform to Design Guidelines of chapter 27-600 et seq.

27-431 INDUSTRIAL MODERATE (I-2)

- A. **Purpose.** To provide for industrial land uses which can be operated in a clean and quiet manner that shall not be obnoxious to adjacent land uses, and shall have relatively limited environmental impacts. The land uses within an Industrial Moderate (I-2) zoning district are primarily contained indoors and have heavier traffic generation than the I-1 uses. I-2 zoning is appropriate within the **Moderate Industrial Industry** classification of the Master Land Use Plan.
- B. **Land Uses.** Permitted, Conditional and Accessory land uses in the I-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.
- C. **Area and Bulk Regulations**

Min. Lot Size (s.f.)	Min. Lot Width	Max Lot Coverage	Minimum Street Frontage	Max Height (see 27-404(D))
20,000	100 feet	60%	n/a	45 feet
Setbacks				
Front Setback	Side Setback	Street Side Setback	Side/Rear Setback (Adjoining SF Res. Dist/Development)	Rear Setback
50 feet	25 feet	50 feet	100 feet (See C.3 below)	20 feet

- 1. Building separation shall be determined by the current City building and fire code.
- 2. Minimum Parcel/Lot Size for Rezoning to I-2:
 - a. New District (By Classification) : 10 acres

12-9

- b. Existing District (By Extension): 20,000 s.f. unless extension of existing development.
- 3. For buildings and structures located between 100 and 150 feet from residentially zoned property, each additional foot of setback in excess of the minimum required setback may allow the building height to be increased by one foot. Buildings or structures which are located more than 150 feet from residentially zoned property shall have no specific height requirements.
- 4. Side/Rear setback abutting residential may be reduced to 60' with Planning Commission approval of screening/landscaping through the Development Plan approval process. Additional building height may not be calculated in this space.
- 5. Required street access: major arterial or higher

D. District Standards

- 1. All areas unoccupied by buildings, parking lots or used as traffic ways shall be maintained in a safe and orderly condition.
- 2. Outdoor storage and display of merchandise shall be maintained in a manner that does not collect trash, debris, and vermin and comply with the following:
 - a. No required parking lot area shall be used as a display or sales area.
 - b. No public sidewalk or street right-of-way shall be used for display.
- 3. Vehicle servicing and equipment assembly as part of a sales operation shall be conducted within an enclosed building unless adequate "sight-proof" visual screening from the public and adjacent residences is provided.
- 4. No manufacturing, assembly, or repair work shall take place outside the confines of an enclosed building.
- 5. All residential uses are prohibited except sleeping facilities required by watchmen or caretakers employed upon the premises.
- 6. Auto impoundment or holding yards shall be screened with a minimum six (6) to eight (8) foot opaque fence constructed of wood or masonry.

- F. Industrial developments shall conform to Design Guidelines of chapter 27-600 et seq.

27-432	INDUSTRIAL HEAVY (I-3)
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12-10

A. Purpose. To accommodate a wide variety and intensity of industrial uses, some of which may have significant external impacts. This may include areas of heavy and concentrated fabrication, manufacturing, and industry. The Industrial Heavy (I-3) zoning district requires readily available and adequate public facilities and services, including access to major transportation hubs (rail, river, or highway-interstate). The I-3 Zone must be located so as to minimize conflicts with other land uses. Industrial Heavy Zoning is appropriate in the Industrial classification of the Master Land Use Plan.

B. Land Uses. Permitted, Conditional and Accessory land uses in the I-3 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.

C. Area and Bulk Regulations

Min. Lot Size (s.f.)	Min. Lot Width	Max Lot Coverage	Minimum Street Frontage	Max Height (see 27-404(D))
20,000.	100 feet	60%	n/a	45 feet
Setbacks				
Front Setback	Side Setback	Street Side Setback	Side/Rear Setback Abutting Non-Industrial	Rear Setback
100 feet	50 feet	100 feet	100 feet (See C.3 below)	20 feet

1. Building separation shall be determined by the current City building and fire code.
2. Minimum Parcel/Lot Size for Rezoning to I-3
 - a. New District (By Classification) : 20 acres
 - b. Existing District (By Extension): 20,000 s.f. unless extension of existing development
3. For buildings and structures located between 100 and 150 feet of residentially zoned property, for each additional foot of setback in excess of the minimum required setback, building height may be increased by one foot. Buildings or structures located more than 150 feet from residentially zoned property shall have no specific height requirement.

ORDINANCE NO. _____

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE PROVISIONS OF CHAPTER 19, ARTICLE III OF THE FORT SMITH CODE OF ORDINANCES REGARDING THE FORT SMITH HISTORIC DISTRICT AND FOR OTHER PURPOSES

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

SECTION 1: The first sentence of Fort Smith Code Section 19-62(a)(2) is hereby amended to read as follows:

(2) Certificates of appropriateness applied for and issued with reference to signs (including banners) shall comply with the provisions of the RH Residential Historic zone set forth in Fort Smith Code section 27-416.

SECTION 2: Fort Smith Code Section 19-62(a)(5)(b) is hereby amended to read as follow:

b. The installation of HVAC equipment that is located in the rear or on the side of the property and is entirely screened from public view;

SECTION 3: Fort Smith Code Section 19-62(h) is hereby amended to read as follows:

(h) A certificate of appropriateness issued by the historic district commission shall become void unless work pursuant to the certificate of appropriateness is commenced within one (1) year of the date of issuance of the certificate of appropriateness, unless the historic district commission grants an extension to the certificate based on abnormal weather conditions or other circumstances beyond the control of the applicant which have been shown to delay the approved work.

SECTION 4: Fort Smith Code Section 19-73 is hereby amended to read as follows:

The historic district commission shall establish a date and time for and may meet monthly or as needed, which meeting shall be an open, public meeting except with reference to discussions of those matters which are permitted to be discussed in executive session by law.

PASSED AND APPROVED this _____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Handwritten signature
Publish 1 time

Memo

To: Ray Gosack, City Administrator
From: Maggie Rice, Senior Planner
Date: February 16, 2012
RE: Historic District Ordinance Amendments

On February 2, 2012 the Fort Smith Historic District Commission recommended approval of several amendments to the Historic District Ordinance. The purpose of these amendments is to add consistency with the UDO, assist residents in expediting some projects by allowing staff to administratively approve more work, allow property owners more time to start the work, and address the mandatory meeting schedule of the Historic District Commission. We believe these amendments will be more helpful to the residents and the commission as we administer the historic district ordinance. Below is a brief summary of the proposed amendments:

- Section 1: Corrects code references that were incorrect following the adoption of the Unified Development Ordinance.
- Section 2: Allows the City staff more authority when approving administrative applications rather than requiring the applicant make application to the Historic District Commission.
- Section 3 – Approved applications shall remain valid for one year before expiring thus requiring reapplication. Previously, approved applications expired six months after issuance if work had not commenced on the property.
- Section 4 – Removes the requirement for the Historic District Commission to meet every month regardless of whether any applications were received.

If you have any questions regarding the proposed changes please do not hesitate to contact me.

cc: Wally Bailey, Director of Development Services
Graham Sharum, Chairman, Fort Smith Historic District Commission

Proposed Amendments

Amendments to Section 19-61 – Section 19-73 of the Fort Smith Municipal Code related to Historic Preservation.

- Section 19-62(a)(2)

Current Language:

Certificates of appropriateness applied for and issued with reference to signs (including business banners) shall comply with the provisions of the H-1 historic zone set forth in Fort Smith Code section 27-211(f) (as amended by section 1 of Ord. No. 53-07).

Proposed Language:

(2) Certificates of appropriateness applied for and issued with reference to signs (including banners) shall comply with the provisions of the RH Residential Historic zone set forth in Fort Smith Code section 27-416.

- Section 19-62(a)(5)(b)

Current Language:

The installation of HVAC equipment that is located in the rear or on the side of the property and is entirely screened from public view with wood lattice panels or plantings;

Proposed Language:

b. The installation of HVAC equipment that is located in the rear or on the side of the property and is entirely screened from public view;

- Section 19-62(h)

Current Language:

A certificate of appropriateness issued by the historic district commission shall become void unless work pursuant to the certificate of appropriateness is commenced within six (6) months of the date of issuance of the certificate of appropriateness and is completed with eighteen (18) months within the date of issuance, unless the historic district commission grants an extension to the certificate based on abnormal weather conditions or other circumstances beyond the control of the applicant which have been shown to delay the approved work.

Proposed Language:

(h) A certificate of appropriateness issued by the historic district commission shall become void unless work pursuant to the certificate of appropriateness is commenced within one (1) year of the date of issuance of the certificate of appropriateness, unless the historic district commission grants an extension to the certificate based on abnormal weather conditions or other circumstances beyond the control of the applicant which have been shown to delay the approved work.

- Section 19-73

Current Language:

The historic district commission shall establish a date and time for and shall hold at least one (1) regular meeting in each calendar month of the year, which meeting shall be an open, public meeting except with reference to discussions of those matters which are permitted to be discussed in executive session by law.

Proposed Language:

The historic district commission shall establish a date and time for and may meet monthly or as needed, which meeting shall be an open, public meeting except with reference to discussions of those matters which are permitted to be discussed in executive session by law.

RESOLUTION NO. _____

A RESOLUTION APPROVING A
CONVENTION CENTER LEASE AGREEMENT WITH THE
FORT SMITH ADVERTISING AND PROMOTION COMMISSION

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

The lease agreement with the Fort Smith Advertising and
Promotion Commission for the Convention Center is hereby
approved. The Mayor and City Clerk are hereby authorized to
execute said agreement on behalf of the City.

This Resolution passed this _____ day of February, 2012.

Mayor

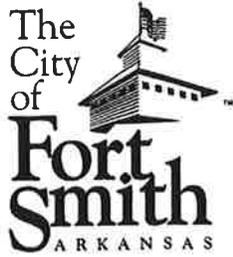
ATTEST:

City Clerk

APPROVED AS TO FORM:



No Publication Required



MEMORANDUM

February 16, 2012

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Convention Center Lease Agreement

Attached is a resolution approving the lease agreement with the Advertising and Promotion Commission for the Fort Smith Convention Center. The agreement was reviewed at the February 14th study session. The A & P Commission has approved the agreement. The staff recommends approval on behalf of the city.

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

Attachment

cc: Claude Legris, Advertising and Promotion Commission



MEMORANDUM

February 10, 2012

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Convention Center Lease

In July of 2011, the Advertising and Promotion Commission began operating the Fort Smith Convention Center under a lease agreement with the city. The lease expires February 29, 2012. Claude Legris and I have modified the lease agreement to take into account how the convention center operations are being financed.

Attached is a recommended lease agreement. Changes from the previous lease agreement are shown in strikeout and underline. The most significant changes are:

Term

(section 1.5)

The initial term of the lease will run through December 31, 2014. Thereafter, the lease will renew automatically for 1-year terms unless either party gives at least 90 days' advance notice of its desire to terminate the lease.

Finances

(sections 4.1 - 4.4)

This section has been added to provide for the budgeting and finances of the convention center operations. The A & P will submit a proposed budget to the city, which is subject to approval by the city board. The budget will include the operating subsidy to be provided by the city. If the city and the A & P can't agree on the budget, the A & P may terminate the lease. All operating income and expenses will be accounted

for in a separate fund as we've been doing for the last 2 years. The city will also provide support services (legal, human resources, IT, finance, water/sewer, and sanitation) for the convention center.

Facility Operation

(Section 5.1)

The lease agreement includes language which gives the A & P Commission the sole authority to determine how the convention center is operated. This includes rate-setting, catering and other vendor practices, personnel hiring, and other day-to-day operating decisions.

If the board is comfortable with the recommended lease, we'll schedule approval of it on behalf of the city for the February 21st meeting. The A & P Commission will consider the agreement at a special meeting on February 15th. If there's any questions or a need for more information, please contact me.

- Ray

Attachment

cc: Claude Legris, Advertising and Promotion Commission

LEASE AGREEMENT

City of Fort Smith, Arkansas

Landlord

and

Fort Smith Advertising and Promotion Commission

Tenant

LEASE AGREEMENT

LANDLORD: **City of Fort Smith, Arkansas**

TENANT: **Fort Smith Advertising and Promotion Commission**

PREMISES: Fort Smith Convention Center
55 South 7th Street, Fort Smith, Arkansas

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS AND FUNDAMENTAL PROVISIONS

1.1.	Addresses.....	1
1.2.	Permitted Use.....	1
1.3.	Premises.....	1
1.4.	Rent.....	2
1.5.	Term.....	2

ARTICLE II
DEMISED PREMISES

2.1.	Demise of Premises.....	2
------	-------------------------	---

ARTICLE III
RENT AND OTHER CHARGES

3.1.	Payment of Rent.....	2
3.2.	Utilities.....	2
3.3.	Real Estate Taxes, Personal Property Taxes and Rent Tax.....	2
3.4.	Insurance.....	3

ARTICLE IV

REVENUES, EXPENSES, BUDGET, AND SUPPORT SERVICES

4.1	Accounting.....	3
4.2	Budget.....	3
4.3	Efficiency of Operations.....	3
4.4	Support Services.....	3

ARTICLE V
USE OF PREMISES

5.1. Tenant’s Use3
5.2. Legal Operation of Premises.....4
5.3. Alterations to Facility4
5.4. Liens.....4

ARTICLE VI
REPAIRS AND MAINTENANCE

6.1. Maintenance and Repair Obligations of Tenant4

ARTICLE VII
INSURANCE AND INDEMNIFICATION

7.1. Tenant Insurance.....5
7.2. Indemnification.....5
7.3. Subrogation.....6

ARTICLE VIII
DAMAGE TO PREMISES AND CONDEMNATION

8.1. Fire, Explosion or Other Casualty6
8.2. Condemnation.....6

ARTICLE IX
ASSIGNMENT AND SUBLETTING

9.1. Assignment and Subletting7

ARTICLE X
SUBORDINATION AND ATTORNMENT

10.1. Attornment.....7
10.2. Estoppel Certificate.....7
10.3. Tenant’s Lender Requirements.....7

ARTICLE XI
DEFAULT, REMEDIES AND BANKRUPTCY

11.1. Default of Tenant and Remedies of Landlord.....8
11.2. Remedies Cumulative8
11.3. Remedies of Tenant9

ARTICLE XII
SURRENDER OF PREMISES

12.1. Surrender of Premises, Holding Over and Abandonment of Tenant’s Trade
Fixtures9

ARTICLE XIII
ACCESS TO PREMISES

13.1. Access to Premises.....9

ARTICLE XIV
MISCELLANEOUS

14.1. Successors and Assigns.....10
14.2. Entire Agreement10
14.3. Late Charges10
14.4. Time is of the Essence10
14.5. Recording of this Lease10
14.6. Relationship of Parties10
14.7. No Presumption Against Drafter10
14.8. Force Majeure10
14.9. Governing Law11
14.10. Partial Invalidity.....11
14.11. Interpretation.....11
14.12. Survival of Obligations11
14.13. Headings, Captions and References.....11
14.14. Consents and Approvals11
14.15. Hazardous Materials11
14.16. Existing Reservations and Bookings12
14.17. Counterparts.....12
14.18. Notice12
14.19. Annual Report.....13

EXHIBIT A PROPERTY DESCRIPTION
EXHIBIT B ASSUMED MAINTENANCE CONTRACTS
EXHIBIT C ASSUMED RESERVATIONS AND BOOKING AGREEMENTS

LEASE AGREEMENT

This **Lease Agreement** (hereinafter sometimes referred to as the “*Lease*”) is made and entered into as of _____, 2012 (the “*Commencement Date*”), by and between **City of Fort Smith, Arkansas**, a city of the first class located in Sebastian County, Arkansas (hereinafter sometimes referred to as the “*Landlord*” or the “*City*”) and **Fort Smith Advertising and Promotion Commission**, a commission of the City of Fort Smith (hereinafter sometimes referred to as the “*Tenant*” or the “*Commission*”).

WITNESSETH:

For valuable consideration, the receipt and sufficiency of which each party acknowledges, Landlord and Tenant, intending to be legally bound, hereby agree with each other as follows:

ARTICLE I
DEFINITIONS AND FUNDAMENTAL PROVISIONS

The following terms shall have the meanings set forth below when used in this Lease, except as may otherwise be specifically provided. The Rent shall be as set forth below subject to adjustment as provided in the Section cross referenced therewith.

1.1. Addresses.

Landlord: City of Fort Smith, Arkansas
Attn: City Administrator
P.O. Box 1908
Fort Smith, Arkansas 72902

Tenant: Fort Smith Advertising and Promotion Commission
Attn: Executive Director
2 North B Street,
Fort Smith, Arkansas 72901

or such other address or addresses as a party may designate by written notice to the other party.

1.2. Permitted Use. The Premises shall be used for the following purposes and for no other purpose whatsoever: operation of a multi-purpose civic center for meetings and conventions, exhibitions, entertainment events and related uses, including without limitation the serving of food and drink, including alcoholic beverages.

1.3. Premises. The lands situated in the City of Fort Smith, Sebastian County, Arkansas more particularly described on Exhibit A attached hereto (the “*Lands*”), all buildings, structures and other improvements now or at any time hereafter erected and installed on the Lands (the “*Improvements*”), and all easements, rights of way and other appurtenances belonging or related to the Lands or Improvements (the Lands and Improvements are collectively referred to herein as the “*Facility*”). All furniture, fixtures, machinery and equipment used in the

operation of the Facility presently located in or associated with the Facility (the "*Equipment*"). The Facility and the Equipment are collectively referred to as the "*Premises*".

Following the last use of the former library space as shown on Exhibit C, Exhibit A shall be automatically amended to delete the former library space from the Premises. Tenant shall notify Landlord immediately following the last use of the former library space.

1.4. Rent. From and after the Commencement Date, Tenant shall pay to Landlord as rent hereunder the sum of One Dollar (\$1.00) per year. All Rents shall be payable in advance beginning on the Commencement Date and on each anniversary thereof during the Primary Term.

1.5. Term. The Primary term shall begin on the Commencement Date and end at 11:59 p.m. on December 31, 2014, subject to earlier termination as hereinafter provided in Section 4.1. This Lease shall renew automatically thereafter for one (1) year terms unless either party terminates the Lease by giving the other party written notice at least ninety (90) days in advance of the expiration of the then-current one (1) year term.

ARTICLE II DEMISED PREMISES

2.1. Demise of Premises. Landlord hereby leases to Tenant for the Term and Permitted Use specified herein and Tenant rents from Landlord the Premises, subject to the terms and conditions herein contained, and subject to all encumbrances, easements, restrictions, zoning laws, and governmental or other regulations affecting the Premises.

ARTICLE III RENT AND OTHER CHARGES

3.1. Payment of Rent. During the Term, Tenant covenants and agrees to pay to Landlord at the address set forth in Section 1.1 above, without demand, deduction or setoff, except as specifically provided elsewhere in the Lease, all Rent and other charges as defined in Section 1.4.

3.2. Utilities. The utilities for the Premises are separately metered. All utilities required, used or consumed in the Premises, including, but not limited to gas, telephone, electricity, or any similar service (herein sometimes collectively referred to as the "*Utility Services*") shall be paid for in the manner prescribed in Section 4.1. Water, sanitary sewer and garbage collection services shall be provided to the Premises by the Landlord at no charge.

3.3. Real Estate Taxes, Personal Property Taxes and Rent Tax. Landlord and Tenant hereby acknowledge that the Premises are currently shown as "Exempt" on the books of the Sebastian County Assessor and that no real estate, personal property or other ad valorem taxes are assessed or paid on the Premises. In the event the Premises cease to be deemed exempt from ad valorem taxes and those taxes are levied against the Premises, Landlord shall be responsible for the payment of such taxes and assessments and Tenant shall cooperate with Landlord in any efforts to cease the levy and collection of those taxes.

3.4. Insurance. Landlord, at its sole cost and expense, shall maintain fire, property, and extended coverage insurance on the Premises with a limit no less than the full insurable value of the Improvements including any leasehold improvements constructed by Tenant. Landlord shall provide insurance coverage for the contents, furniture, fixtures and equipment from whatever source as Landlord may elect.

ARTICLE IV

REVENUES, EXPENSES, BUDGET, AND SUPPORT SERVICES

4.1 Accounting. Landlord shall be responsible for providing all financial resources for the operation and maintenance of the Premises. Landlord shall maintain a separate account or fund into which shall be deposited all operating revenue generated from the Premises by Tenant and the annual operating subsidy provided by Landlord; and from which all operating, maintenance, and capital expenses for the Premises shall be paid. The annual operating subsidy (the difference between operating expenses and operating revenue) to be provided by Landlord shall be mutually agreed upon between Landlord and Tenant. In the event Landlord and Tenant don't agree on the amount of the annual operating subsidy or other budget matters, the Parties shall negotiate in good faith to resolve the differences. If no agreement is reached, Tenant may elect to terminate this Lease, which termination shall be effective at 11:59 p.m. on December 31st immediately preceding the beginning of the fiscal year for which agreement hasn't been reached. This termination provision is in addition to the non-renewal provisions in Section 1.5.

4.2 Budget. By August 15th of each year, Tenant shall prepare and submit to Landlord a budget of estimated revenues and expenses for the next fiscal year (January 1 through December 31) for the operation of the Premises. Said budget shall be subject to approval of Landlord's board of directors as part of Landlord's annual municipal budgeting process. Tenant shall also annually prepare and submit to Landlord a 5-year listing of estimated capital replacement and construction needs.

4.3 Efficiency of Operations. Tenant shall use its best efforts to maximize operating income generated from the Premises and to lower the Premises' operating and maintenance expenses.

4.4 Support Services. Landlord shall provide Tenant with support services related to the operation of the Premises including information/technology services, legal services, human resources management, and financial accounting and reporting services to the same extent and in the same manner as Landlord provides such services to departments of city government.

ARTICLE V

USE OF PREMISES

5.1. Tenant's Use. Tenant shall use the Premises solely for the Permitted Use specified in Section 1.2. Tenant shall have the sole authority to establish rates for use of the Premises, to determine the methods by which vendor(s) may provide services to patrons of the Premises, to employ staff as authorized in the approved budget, and to make all other day-to-day

decisions necessary for the efficient and orderly operation of the Premises unless otherwise limited by this Agreement.

5.2. Legal Operation of Premises. Tenant shall not use or suffer or permit the Premises, or any part thereof, to be used for any purpose or use in violation of the Lease or applicable law. Tenant shall have the right to contest any alleged violation of law provided that the interest of Landlord in the Premises is not at unreasonable risk as the result of such contest or from any adverse judgment in Landlord's reasonable discretion.

5.3. Alterations to Facility. Tenant shall have the right from time to time during the Term to make non-structural additions, alterations and changes in or to the Improvements at its sole cost and expense. Tenant may make structural modifications to the Improvements and construct additional improvements only with the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall submit to Landlord plans and specifications for any structural modifications or additional improvements. All work by Tenant on the Facility shall be performed in a workmanlike manner with high quality materials and shall be prosecuted diligently to completion. All such permanent alterations shall remain upon and become a part of the Facility and shall become Landlord's property upon the termination of this Lease. Tenant shall have no obligation to remove any such modifications or improvements or restore the Facility to its original condition at the expiration of the Term.

5.4. Liens. Tenant will not create or permit to be created or to remain, and will discharge (or bond over, within sixty (60) days following notice of the filing thereof), as provided below), any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, except for any such liens attributable to the acts or omissions of Landlord. If Tenant fails to discharge or bond over any such liens, encumbrances or charges as may be placed upon the Premises, Landlord may, but shall not be obligated to, remove any such lien, whereupon Tenant shall reimburse Landlord upon written demand for all sums so expended by Landlord, including attorney's fees in connection therewith, and interest thereon from the date of Landlord's payment, until reimbursement at the rate of four (4%) percent over the then Prime Rate as published daily under the heading "Money Rates" in The Wall Street Journal, unless such rate be usurious as applied to Tenant, in which case the highest permitted legal rate shall apply (the "Interest Rate"). Tenant will pay, protect and indemnify Landlord promptly upon demand therefor, from and against all liabilities, losses, claims, damages, costs and expenses, including reasonable attorney's fees, incurred by Landlord by reason of the filing of any lien and/or the removal of the same.

ARTICLE VI REPAIRS AND MAINTENANCE

6.1. Maintenance and Repair Obligations of Tenant. Tenant shall, at Landlord's expense as budgeted and provided in Article IV, at all times maintain the Premises, including the roof, foundation, exterior walls of the Facility, gutters and water spouts, utility services extending to the service connections within the Facility and all interior wiring, plumbing, pipes, conduits and other utilities and sprinkler fixtures, all interior non-structural portions of the Facility (specifically including the windows and doors of the Facility), the HVAC systems

serving the Facility, and all the Equipment in good order and repair. In the event Tenant fails to perform any of its obligations as required hereunder within thirty (30) days after receipt of written notice, Landlord may, but shall not be required to, perform and satisfy same. Notwithstanding the above, Tenant may in its reasonable discretion determine that some or all of the Equipment cannot be repaired or is no longer useful due to ordinary wear and tear or obsolescence. In such event such Equipment may be disposed and replaced with Equipment of equal utility and benefit for the Facility's operation by mutual agreement of Landlord and Tenant and in accordance with Landlord's ordinances governing the disposal of City property and equipment. All such replacement Equipment shall become the property of Landlord and subject to this Lease. Tenant hereby assumes all contracts between Landlord and third parties existing on the Commencement Date for the maintenance and upkeep of the Premises. The assumption shall be effective as of the Commencement Date. Subject to the terms thereof, Tenant shall have no obligation to renew or extend any such maintenance contracts. A list of the maintenance contracts assumed by Tenant is set forth on Exhibit B attached hereto.

ARTICLE VII INSURANCE AND INDEMNIFICATION

7.1. Tenant Insurance. Tenant shall maintain during the Term commercial general liability insurance covering the Premises and the adjoining streets, sidewalks and passageways in an amount not less than \$1,000,000.00 for injury or death to any one person and \$2,000,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount not less than \$500,000.00 in companies licensed and in good standing in the State of Arkansas. Tenant's costs for this insurance shall be considered an operating expense of the Premises subject to payment as provided for in Section 4.1. Tenant will cause such insurance policies to name Landlord and its agents as additional insureds and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force workers' compensation or similar insurance to the extent required by law, which coverage may be provided through an arrangement with Landlord or, if separate, shall provide benefits substantially similar to the coverage provided by Landlord to its employees. Tenant shall deliver certificates of such insurance to Landlord upon written request. Should Tenant fail to effect and maintain the insurance called for herein, Landlord may, at its sole option after ten (10) business days prior written notice to Tenant and Tenant's failure to procure same and provide proof thereof to Landlord within said ten (10) business days, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord, as additional rent following invoice, together with interest thereon at the Interest Rate from the date of Landlord's payment until reimbursement. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord that it will give Landlord ten (10) days prior written notice before the policy or policies in question shall be altered or canceled.

7.2. Indemnification. Tenant hereby agrees to indemnify and hold Landlord wholly harmless from any and all claims, damages, liabilities or expenses (including, without limitation, reasonable attorney's fees and the costs of defending any action) arising out of (i) Tenant's use of the Premises, (ii) any and all claims by third parties arising out of or due to the acts or

omissions of Tenant, its agents, contractors, employees or licensees after the expiration of any notice and cure period, (iii) the negligence or willful acts or omissions of Tenant, its agents, contractors, employees or licensees, regardless of whether or where such negligence, acts or omissions occurred or (iv) the injury to, or death of, any persons or damage to, or destruction of any property occurring in the Premises. Tenant further releases Landlord from liability for any damages sustained by Tenant, or any other person claiming by, through or under Tenant, due to the Premises or any part thereof, or any appurtenances thereto, becoming out of repair, or due to the happening of any accident, including, but not limited to, any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus. Landlord shall not be liable for any damage to, or loss of, Tenant's personal property, inventory, fixtures or improvements from any cause whatsoever, unless caused by the negligence or willful misconduct of Landlord or its agents, contractors, employees or licensees and then only to the extent not covered by insurance to be obtained by Tenant in accordance with this Article. The foregoing indemnity obligation of Tenant shall include reasonable attorney's fees, investigation costs, and all other reasonable costs and expenses incurred by Landlord and shall survive the termination of this Lease.

7.3. Subrogation. Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, to the Premises or its contents arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is required to be carried pursuant to the Lease (to the extent of receipt of proceeds pursuant to such policies of insurance). The insurance policies obtained by Tenant pursuant to this Lease shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the non-insuring party. The foregoing release and the foregoing requirement for waivers of subrogation shall be operative only so long as the same shall neither preclude the obtaining of such insurance nor diminish, reduce or impair the liability of any insurer.

ARTICLE VIII DAMAGE TO PREMISES AND CONDEMNATION

8.1. Fire, Explosion or Other Casualty. If the Premises is damaged by fire, tornado or other casualty covered by the insurance policies maintained hereunder, and such damage cannot be fully rebuilt or repaired within ninety (90) days after the date of the casualty, then Tenant shall have the right to terminate this Lease upon written notice to Landlord and this Lease shall terminate upon the date set forth in such notice and neither party shall have any further obligations hereunder except that any obligation to indemnify the other for pre-termination events shall survive. If Tenant elects not to terminate this Lease or the damage may be repaired in less than the ninety days, then the Premises shall be promptly repaired and restored by Landlord to not less than substantially the same condition in which it was immediately preceding the casualty, but Landlord shall not be obligated to spend in excess of any insurance proceeds actually received by Landlord as a result of such damage or casualty.

8.2. Condemnation. In the event that the Premises, or any part thereof, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, then the Lease shall, at the sole option of Tenant, forthwith cease and terminate. If Tenant does not elect to terminate this Lease following any such condemnation, Tenant shall, as

soon as reasonably practicable following such condemnation, restore the Premises to an integrated whole, but Tenant shall not be obligated to spend in excess of any condemnation award actually received by Tenant as a result of such condemnation and receipt of any compensation awarded for any taking. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Tenant, and Landlord shall have no claim thereto, the same being hereby expressly waived by Landlord, provided however that if this Lease is terminated by Tenant as a result of any condemnation, Landlord shall be entitled to claim from the condemning authority, such compensation as may be awarded or recoverable by Landlord on account of any and all damage to Landlord's interest in the Premises, or for any other damages compensable separately to Landlord

ARTICLE IX ASSIGNMENT AND SUBLETTING

9.1. Assignment and Subletting. Tenant shall not have the right to assign this Lease, sublease the entirety of the Premises, or pledge or hypothecate its interest in the Premises or Lease without Landlord's prior written consent. Any assignment, unauthorized sublease, pledge or hypothecation executed without Landlord's consent shall be void. Tenant may sublease without consent (i) all or any part of the Premises in the ordinary course of business of the Premises and (ii) portions of the Premises to one or more third party providers of convention and event related services, including without limitation, event promoters, caterers, and event ticket sales and distribution companies.

ARTICLE X SUBORDINATION AND ATTORNMENT

10.1. Attornment. Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining Term provided such successor recognizes this Lease and Tenant's rights thereunder.

10.2. Estoppel Certificate. Within thirty (30) days after request therefor by Landlord, or upon a request associated with any sale, assignment or hypothecation of the Premises by Landlord, Tenant hereby agrees to deliver an estoppel certificate to Landlord or any proposed mortgagee or purchaser of the Premises certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the Lease is in full force and effect as modified), that there are no defenses or setoffs thereto (or stating those claimed by Tenant), the dates to which rent and other charges hereunder have been paid and such other matters as Tenant may be required to provide Landlord pursuant to the Lease.

10.3. Tenant's Lender Requirements. Landlord does, if requested, likewise agree to execute estoppel letters containing the information described in Section 10.2 above and other reasonable instruments for the benefit of Tenant's lender(s), if any, within thirty (30) days of written request therefor. No such instrument shall function as a material modification of this Lease or the waiver of any material right on the part of Landlord or impose any new material obligation on Landlord. Landlord may refuse to execute any estoppels letter that includes terms prohibited by the preceding sentence.

ARTICLE XI
DEFAULT, REMEDIES AND BANKRUPTCY

11.1. Default of Tenant and Remedies of Landlord. In the event of default by Tenant hereunder, Landlord may at its option invoke all of the remedies set forth in this Article XI or otherwise available (in law or equity) to Landlord under the laws of the United States or the State of Arkansas. In the event Tenant shall not commence and proceed diligently to effectuate any actions required by Landlord and which Tenant is obligated to effect under the terms of the Lease, as specified in any notice given Tenant hereunder provided said notice period is at least equivalent to that set forth in this Lease, Landlord may at its sole discretion do such things as are specified in said notice, and Tenant hereby grants to Landlord access to the Premises if same is required by Landlord in furtherance thereof. Landlord shall have no liability to Tenant for any loss or damage whatsoever (except for the negligence or willful act of Landlord, its agents or employees) resulting from such entry or such action by Landlord, and Tenant hereby agrees to pay as Rent, within ten (10) days after written demand, any reasonable expenses incurred or paid by Landlord in taking such action. Each of the following shall be deemed a default by Tenant and a breach of this Lease (each, a "default"). In the event that Tenant: (i) fails to pay all or any portion of any sum due from Tenant hereunder for Rent within ten (10) days after written notice that same is due; (ii) fails to reimburse Landlord for sums advanced by Landlord on Tenant's behalf hereunder or pursuant to any exhibit hereto within ten (10) business days following written notice to Tenant that such payment is overdue; (iii) fails to immediately cease all conduct prohibited hereby within thirty (30) days after receipt of written notice by Tenant; (iv) fails to take such actions within thirty (30) days after written notice from Landlord as are required by Landlord to remedy Tenant's failure to perform any of the terms, covenants, and conditions hereof; (v) is adjudged as bankrupt or insolvent or files any debtor proceeding or if Tenant shall take or have taken against Tenant any petition of bankruptcy which is not vacated within ninety (90) days, or if Tenant shall take action or have action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets which is not vacated within ninety (90) days, or shall make an assignment for the benefit of creditors or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (it being understood that any or all of such occurrences shall be deemed a default on account of bankruptcy for the purposes hereof and that such default on account of bankruptcy shall apply to and include any guarantor of this Lease); (vi) commits waste to the Premises or is otherwise in default hereunder, and such default shall not have been cured within thirty (30) days following written notice from Landlord (it being agreed that in the event such default shall not be curable by the payment of money and shall be of such a nature as to reasonably require more than thirty (30) days to cure, then Tenant shall not be deemed in default provided Tenant commences the cure of such default within said thirty (30) day period and thereafter continuously prosecutes said cure to completion within ninety (90) days), then and in such event, Landlord may at its option and upon ten (10) days notice to Tenant, reenter and resume possession of the Premises. Notwithstanding such reentry with legal process by Landlord, and except for the negligence of Landlord, Tenant hereby releases Landlord from and against any and all loss or damage which Tenant may incur by reason of the termination of this Lease and/or Tenant's right to possession hereunder pursuant to the terms of this Lease or as a matter of law.

11.2. Remedies Cumulative. All rights and remedies of either party herein created or remedies otherwise existing at law or equity are cumulative and the exercise of one or more

rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as the exercising party shall deem desirable. The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions, and agreements of this Lease shall not be deemed a waiver of any of said rights and remedies concerning any subsequent or continuing breach or default by the other of any of the covenants, conditions, or agreements of this Lease. No surrender of the Premises shall be affected by Landlord's acceptance of Rent or by any other means whatsoever unless the same be evidenced by Landlord's written acceptance of such as a surrender.

11.3. Remedies of Tenant. Landlord agrees that with respect to any default by Landlord hereunder, Tenant may invoke all rights and remedies available at law or equity to Tenant under the laws of the United States or the State of Arkansas.

ARTICLE XII SURRENDER OF PREMISES

12.1. Surrender of Premises, Holding Over and Abandonment of Tenant's Trade Fixtures. Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Premises, including the alterations, additions, improvements, changes, fixtures and Equipment, in broom-clean condition and in good repair, ordinary use, wear, damage by fire or other casualty excepted. Tenant agrees to remove Tenant's office furniture, computers and electronics, and office equipment upon such expiration or termination and to repair all damage to the Premises caused by or resulting from such removal. Tenant's failure to remove all or part of Tenant's personal property and restore the Premises within thirty (30) days after such expiration or termination shall be deemed an abandonment to Landlord of such property and, if Landlord elects to remove all or any part of said personal property, such removal, including the cost of repairing any damage to the Premises caused by or resulting from such removal, shall be paid by Tenant.

ARTICLE XIII ACCESS TO PREMISES

13.1. Access to Premises. Tenant agrees that Landlord, its agents, employees, or servants or any person authorized by Landlord may enter the Premises during normal business hours to inspect the condition of same and to make such repairs to the Premises as Landlord may elect to make in accordance with the terms and provisions of this Lease (Landlord agreeing to repair any damage to the Premises occasioned by such entry and to provide two (2) days' written notice to Tenant of its intent to make repairs to the Premises, except in the case of an emergency where no such prior notice shall be required). Nothing in this Article XIII, however, shall be deemed or construed to impose upon Landlord any obligation or liability whatsoever for care, supervision, repair, improvement, addition, change, or alteration of the Premises.

ARTICLE XIV
MISCELLANEOUS

14.1. Successors and Assigns. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

14.2. Entire Agreement. This Lease and any Exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Premises. No amendments, modifications of or supplements of this Lease shall be effective unless in writing and executed by Landlord and Tenant.

14.3. Late Charges. If Tenant shall fail to make any payment of Rent within ten (10) days after notice that the same is past due, such amount shall bear interest at the Interest Rate, and Tenant shall pay a late fee equal to five percent (5%) of the amount past due, it being understood that said amounts shall constitute liquidated damages and shall be for the purpose of reimbursing Landlord for additional costs and expenses which Landlord presently expects to incur in connection with the handling and processing of late Rent payments. The payment of the above listed amount is in addition to any other remedy provided in this Lease.

14.4. Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreements of this Lease is of the essence of this Lease.

14.5. Recording of this Lease. A short form or memorandum of this Lease may be recorded by Tenant upon review and approval and execution of the same by Landlord.

14.6. Relationship of Parties. Nothing herein shall be construed so as to constitute a joint venture or partnership between Landlord and Tenant.

14.7. No Presumption Against Drafter. Landlord and Tenant understand, agree, and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) that, in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

14.8. Force Majeure. In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Lease to be performed by the party and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay. In no event shall such delay constitute a termination or extension of this Lease. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Rent as due under any provision hereof.

14.9. Governing Law. This Lease shall be construed under the laws of the State of Arkansas.

14.10. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

14.11. Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party hereto.

14.12. Survival of Obligations. The provisions of this Lease with respect to any obligation of either party to pay any sum in order to perform any act required by this Lease after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

14.13. Headings, Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms “hereof,” “hereunder” and “herein” shall refer to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires. All Exhibits attached to this Lease are by this reference incorporated herein.

14.14. Consents and Approvals. Whenever any provision of this Lease requires approval or determination by a party, the party shall promptly exercise its judgment and promptly communicate its decision to the other party.

14.15. Hazardous Materials. Tenant shall not cause or permit any Hazardous Material (as defined herein) to be brought, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees except for Hazardous Material used by Tenant, its agents, employees, contractors or invitees in connection with activities permitted by this Lease and in accordance with applicable law. Tenant hereby indemnifies Landlord from and against any breach by Tenant of the obligations stated in the preceding sentence, and agrees to defend and hold Landlord harmless from and against any and all loss, damage, cost and/or expenses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, and sums paid in settlement of claims, attorneys’ fees, consultant fees, and expert fees) which arise during or after the Term as a result of such breach. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises which results from such a breach. Without limiting the foregoing, if the presence of any Hazardous Material in the Premises caused or permitted by

Tenant results in any contamination of the Premises Center, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the conditions existing prior to the introduction of such Hazardous Material to the Premises; provided that the Landlord's approval of such actions, and the contractors to be used by Tenant in connection therewith, shall first be obtained.

As used herein, the term "*Hazardous Material*" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under the law of the jurisdiction where the property is located, or (ii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (iii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 47 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903), or (iv) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* (42 U.S.C. § 9601).

As used herein, the term "*Laws*" means any applicable federal, state, or local laws, ordinances, or regulation relating to any Hazardous Material affecting the Premises, including, without limitation, the laws, ordinances, and regulations referred to in Section 14.10 above.

Landlord and its employees, representatives and agents shall have access to the Premises during reasonable hours and upon reasonable notice to Tenant in order to conduct periodic environmental inspections and tests of Hazardous Material contamination of the Premises, provided that Landlord and its employees, representatives and agents shall use all reasonable efforts to not interfere with Tenant's business in the Premises in exercise of such rights.

14.16. Existing Reservations and Bookings. Tenant shall assume and honor the existing reservations and bookings for use of the Facility set forth on Exhibit C attached hereto.

14.17. Counterparts. This Lease may be executed in one or more counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Lease.

14.18. Notice. Any notice permitted or required to be delivered under this Lease may be delivered either personally, by mail, or by express delivery service. If delivery is made by mail, it will be deemed to have been delivered and received three business days after a copy of the notice has been deposited in the United States mail, postage prepaid, with the address set forth in Section 1.1 above, or if to Tenant, at the Premises. If delivery is made by express delivery service, it will be deemed to have been delivered and received one business days after a copy of the notice has been deposited with an "overnight" or "same - day" delivery service, properly addressed. A party's address for notice may be changed from time to time by notice in writing to the other party. A true copy of any notice given under this Lease shall also be transmitted by email or facsimile machine, but the recipient's failure to receive the notice transmitted in that manner shall not invalidate the notice.

14.19. Annual Report. On or before June 1 of each calendar year, Tenant shall provide Landlord with a report of the financial condition of the Premises, significant events hosted, any significant changes in operating policies and practices (particularly but not limited to those which affect revenues and expenses), and other material information concerning the operation of the Premises.

IN WITNESS WHEREOF this Lease has been executed under seal as of the day and year first above written.

LANDLORD:

City of Fort Smith, Arkansas
a city of the first class

By: _____

Print Name: _____

Title: _____

TENANT:

**Fort Smith Advertising and Promotion
Commission**

By: _____

Print Name: _____

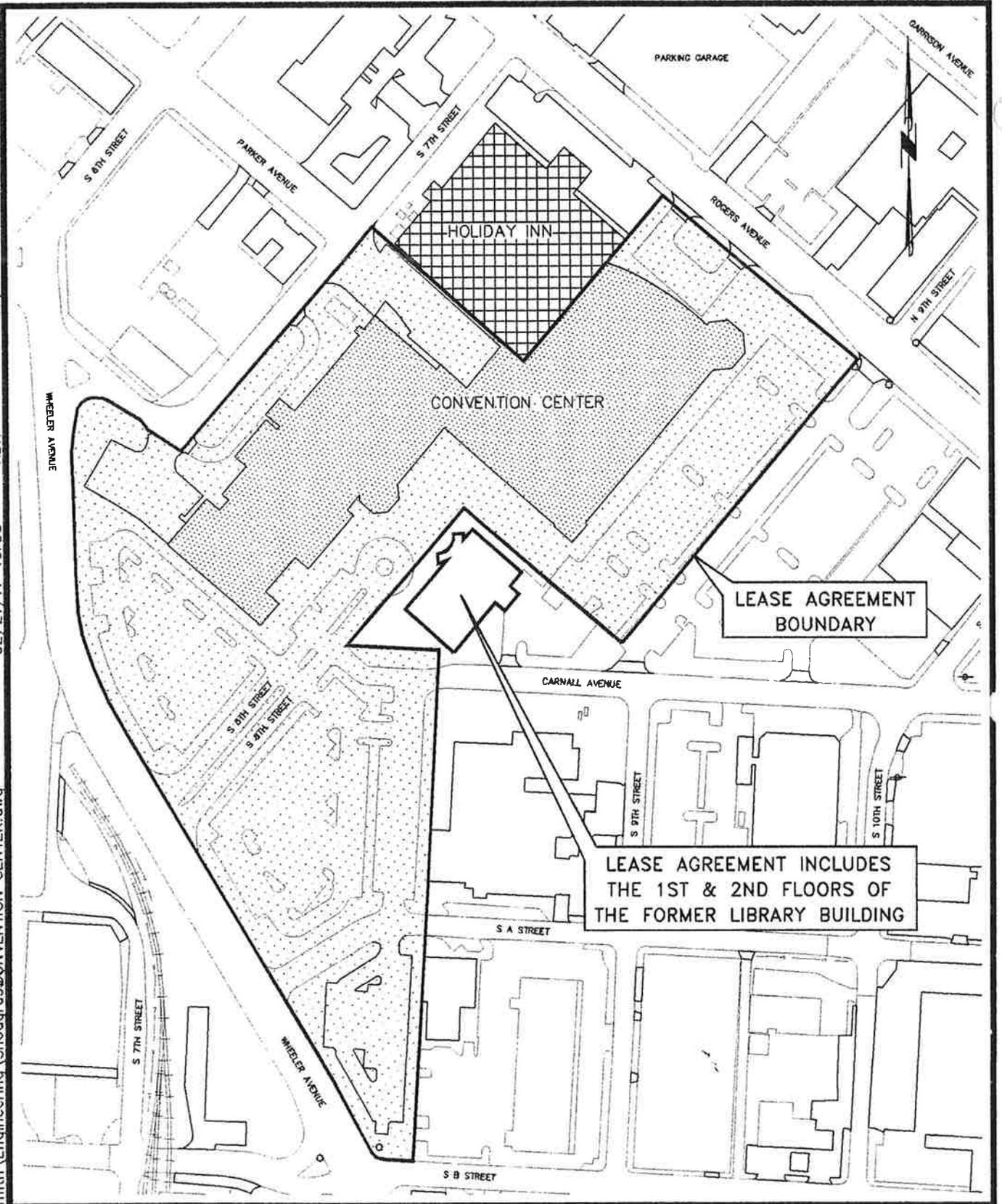
Title: _____

EXHIBIT A

PROPERTY DESCRIPTION

All of Blocks 522 and 533 and part of abandoned Garland Street, City of Fort Smith, Sebastian County, Arkansas

c:\City of Ft. Smith\Engineering\Snodgrass\CONVENTION CENTER.dwg 02/21/11-10:58 RBR Layout1



PROPERTY LOCATION MAP
 FORT SMITH CONVENTION CENTER
 FORT SMITH, ARKANSAS



Project:	
Date:	FEB. 2011
Scale:	NONE
Drawn By:	RBR

EXHIBIT B

ASSUMED MAINTENANCE CONTRACTS

EXHIBIT B

ASSUMED MAINTENANCE CONTRACTS

Trane of Arkansas – Service Chillers, Boilers, HVAC System

Marmic Fire & Safety – Fire Alarm System

Chemaqua – Chemicals for Boilers and Cooling Tower

Concessions – Heather Menendez Concessions

Vending - Compass Group

EXHIBIT C

ASSUMED RESERVATIONS AND BOOKING AGREEMENTS

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Exhibit Hall AB, Meeting Room 2, Meeting Room 7, Meeting Room 1, Meeting Room 3, North Box	Christian Congregation of Jehovah's Witnesses	Oklahoma Circuit #3 of Jehovah's Witnesses	2/17/2012	2/19/2012	SIGNED CONTRACT
Theatre Lobby	Surprise Birthday Party	Surprise Birthday Party - #091833-001	2/18/2012	2/18/2012	CONTRACT SENT
Meeting Room 7	Mayor's Events	Mayor's Meeting	2/21/2012	2/21/2012	CONTRACT SENT
Performing Arts Center	National Artist Corp	Riverdance	2/23/2012	2/23/2012	SIGNED CONTRACT
Meeting Room 5 & 6	LaFargue Financial Group	LaFargue Financial Group "Evening with the Author" - #091858-001	2/23/2012	2/23/2012	SIGNED CONTRACT
Theatre Lobby	The City Wire	Compass Conference Luncheon	2/24/2012	2/24/2012	SIGNED CONTRACT
Exhibit Hall AB, Meeting Room 2, Meeting Room 7, Meeting Room 1, Meeting Room 3, North Box	Christian Congregation of Jehovah's Witnesses	Oklahoma Circuit #5 of Jehovah's Witnesses	2/24/2012	2/26/2012	SIGNED CONTRACT
Meeting Room 8	A & P	A & P Commission Meeting	2/28/2012	2/28/2012	SIGNED CONTRACT
Exhibit Hall BC, Meeting Room 2, Meeting Room 1	Sebastian County Fire Association	Sebastian County Fire Association - #091739-001	3/1/2012	3/3/2012	SIGNED CONTRACT
Meeting Room 7	Mayor's Events	Mayor's Meeting	3/1/2012	3/1/2012	CONTRACT SENT
Performing Arts Center	Hannah House	Veggie Tales 2012 Live Tour - #091894-001	3/3/2012	3/3/2012	CONTRACT SENT
Exhibit Hall A2, Exhibit Hall A1	River City Safety Council	River City Safety Council 2012 - #071383-001	3/6/2012	3/7/2012	SIGNED CONTRACT

Event Listing Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Exhibit Hall B	Ihmeidan Women's Wedding Reception	Ihmeidan Women's Wedding Reception	3/7/2012	3/11/2012	GROUP MOVE-OUT
Performing Arts Center, Meeting Room 4 - 5 - 6, Theatre Box Office, Theatre Lobby	University of Arkansas Fort Smith	Miss UAFS Pageant - #071243-001	3/7/2012	3/10/2012	SIGNED CONTRACT
Exhibit Hall A	Center for Art & Education	Center for Art & Education 5 X 5 Event #086833-001	3/9/2012	3/10/2012	SIGNED CONTRACT
Exhibit Hall C	Julie Vilayvanh	Vilayvanh / Lilly Wedding Reception - #090022-001	3/9/2012	3/10/2012	SIGNED CONTRACT
Performing Arts Center, Theatre Box Office, Meeting Room 7	University of Arkansas Fort Smith	U of A Fort Smith - Symphonic Band Spring Concert - #071243-001	3/11/2012	3/12/2012	SIGNED CONTRACT
Annex 1st Floor	Sebastian County Elections	Election	3/12/2012	3/13/2012	SIGNED CONTRACT
North Rotunda	Mayor's Events	Project Compassion - 071396-001	3/15/2012	3/15/2012	SIGNED CONTRACT
Exhibit Hall A, North Rotunda, Exhibit Hall C, Meeting Room 5 & 6	Rotary International - MAPETS #071286-001	MAPETS 2012 Conference	3/15/2012	3/17/2012	SIGNED CONTRACT
Exhibit Hall B	Friends of the NRA - #071369-001	Friends of the NRA - #071369-001	3/17/2012	3/17/2012	SIGNED CONTRACT
Exhibit Hall ABC, North Box Office	Arkansas River Valley Lawn & Garden	River Valley Lawn & Garden Show 2012 - Account # 071270-001	3/21/2012	3/26/2012	SIGNED CONTRACT
Performing Arts Center	Record Company 81	Record Company 81	3/23/2012	3/23/2012	CONTRACT SENT
Performing Arts Center, Meeting Room 8, Meeting Room 7, Star Dressing Room 4, Wardrobe	Vee Corporation	Sesame Street Live Elmo Makes Music #071348-001	3/26/2012	3/27/2012	SIGNED CONTRACT

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Meeting Room 3	A & P	A & P Commission Meeting	3/27/2012	3/27/2012	SIGNED CONTRACT
Theatre Box Office,Half Theatre Lobby,Performing Arts Center	Western Arkansas Ballet	Wizard of Oz - #071247-001	3/28/2012	4/1/2012	SIGNED CONTRACT
Exhibit Hall BC	Christian Congregation of Jehovah's Witnesses	Arkansas Circuit #6A of Jehovah's Witnesses	3/30/2012	3/31/2012	CONTRACT SENT
Exhibit Hall A	AR Children's Hospital ---Greater Area Circle of Friends Fort Smith Chapter	Circle of Friends Poker & Bunko Night	3/31/2012	3/31/2012	CONTRACT SENT
North Rotunda,North Box Office,Exhibit Hall A	Human Resources	Police Department Testing	4/2/2012	4/2/2012	CONTRACT SENT
Exhibit Hall A3	South Spanish Fort Smith Congregation of Jehovah's Witness	Memorial of Jesus Christ	4/5/2012	4/5/2012	CONTRACT SENT
Exhibit Hall B,North Box Office	Janell Arce	Arce Sweet 16 - #090316-001	4/5/2012	4/7/2012	SIGNED CONTRACT
Exhibit Hall C,Star Dressing Room B,Meeting Room 1,Team Dressing Room C,Team Dressing	Traditional Championship Wrestling	Pro Wrestling	4/6/2012	4/7/2012	SIGNED CONTRACT
Exhibit Hall A,Star Dressing Room B,Exhibit Hall ABC,Team Dressing Room C,Team Dressing	Green Machine Concerts	Luke Bryan Concert	4/10/2012	4/13/2012	CENTER TEAR-DOWN
Performing Arts Center	Sherpa Concerts	Straight No Chaser - #091090-001	4/10/2012	4/10/2012	SIGNED CONTRACT
Meeting Room 4 - 5 - 6,Performing Arts Center, Theatre Box Office,Meeting Room 7	University of Arkansas Fort Smith	Jazz Spring Concert - #071243-001	4/11/2012	4/12/2012	SIGNED CONTRACT
Performing Arts Center	Christian Congregation of Jehovah's Witnesses	Arkansas Circuit #8A & 8B (S) of Jehovah's Witnesses	4/14/2012	4/15/2012	CONTRACT SENT

Event Listing Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Exhibit Hall BC, Meeting Room 2, Meeting Room 7, Meeting Room 1, Meeting Room 3	Christian Congregation of Jehovah's Witnesses	Arkansas Circuit #7(S) of Jehovah's Witnesses	4/14/2012	4/15/2012	CONTRACT SENT
Meeting Room 4 - 5 - 6	Hartford High School	Hartford High School Prom	4/14/2012	4/14/2012	SIGNED CONTRACT
Meeting Room 2, Exhibit Hall A, Meeting Room 7, Meeting Room 1, Meeting Room 3	Wingfoot Commercial Tire Systems, LLC	Wingfoot Business Conference	4/15/2012	4/19/2012	CONTRACT SENT
Meeting Room 4 - 5 - 6	Oklahoma - Arkansas Carpenters Fund	Oklahoma - Arkansas Carpenters Fund	4/19/2012	4/19/2012	CONTRACT SENT
Exhibit Hall B, North Rotunda	Greenwood Prom	Greenwood High School Prom 2012 - #071291-001	4/20/2012	4/21/2012	SIGNED CONTRACT
Exhibit Hall A2 & A3, Exhibit Hall A3	Roland High School	Roland Prom 2011 - #071234-001	4/20/2012	4/21/2012	SIGNED CONTRACT
Performing Arts Center, Green Room, Meeting Room 4 - 5 - 6, Theatre Box Office, Half Theatre	Fort Smith Symphony	Fort Smith Symphony - #071237-001	4/20/2012	4/21/2012	SIGNED CONTRACT
Exhibit Hall A1 & A2	Court Appointed Special Advocates of Sebastian County	CASA - #071345-001	4/20/2012	4/20/2012	SIGNED CONTRACT
Meeting Room 4 - 5 - 6, Performing Arts Center, Theatre Box Office, Meeting Room 7	University of Arkansas Fort Smith	Choral Spring Concert - 071243-001	4/23/2012	4/24/2012	SIGNED CONTRACT
Meeting Room 8	A & P	A & P Commission Meeting	4/24/2012	4/24/2012	TENTATIVE HOLD
Exhibit Hall A	Arkansas State PTA	Reflections Luncheon	4/25/2012	4/27/2012	SIGNED CONTRACT
North Box Office, Exhibit Hall B, Star Dressing A, Star Dressing Room B, Team Dressing Room	Hit em Hard	Tribal Promotions April	4/27/2012	4/28/2012	CONTRACT SENT

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Exhibit Hall A	State Volunteer Mutual	State Volunteer Mutual Seminar - #071321-001	5/2/2012	5/3/2012	SIGNED CONTRACT
Exhibit Hall A	Exhibit Group International	Jewelry Sale	5/4/2012	5/6/2012	SIGNED CONTRACT
Exhibit Hall C	AETN Foundation	Cat In the Hat	5/5/2012	5/5/2012	CONTRACT SENT
Performing Arts Center	Shining Stars Dance Studio	Shining Stars Dance Recital 2012 - #085874-001	5/7/2012	5/12/2012	SIGNED CONTRACT
Exhibit Hall BC	Smart Club	The Great Merchandise Sale - #071382-001	5/10/2012	5/13/2012	TENTATIVE HOLD
Annex 1st Floor	Littleton - Lyons Wedding Reception	Littleton - Lyons Wedding Reception	5/11/2012	5/12/2012	CONTRACT SENT
Meeting Room 4 - 5 - 6	Shawn Knight	Aspen Knight Sweet 16	5/12/2012	5/12/2012	SIGNED CONTRACT
Exhibit Hall A1, Exhibit Hall A3, North Rotunda, North Box Office	Fort Smith Convention and Visitors Bureau	Arkansas River Connection	5/15/2012	5/16/2012	TENTATIVE HOLD
Meeting Room 4 - 5 - 6	Arkansas Department of Parks Tourism	State Parks, Recreation and Travel Commission Meeting	5/16/2012	5/17/2012	SIGNED CONTRACT
Annex 1st Floor	Webster University	Webster University Graduation - #071307-001	5/18/2012	5/19/2012	SIGNED CONTRACT
Performing Arts Center, Green Room, Meeting Room 4 - 5 - 6, Theatre Box Office, Theatre Lobby	Fort Smith Symphony	Fort Smith Symphony - #071237-001	5/18/2012	5/19/2012	SIGNED CONTRACT
Exhibit Hall C	Earnhart McCluney Wedding	Earnhart McCluney Wedding	5/18/2012	5/19/2012	CONTRACT SENT

Date/Time: 2/17/2012 11:27 AM

Fort Smith Convention Center: 55 South Seventh Street, Fort Smith, AR 72901 Phone: 479-788-8932

Page #: 5

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Meeting Room 8	A & P	A & P Commission Meeting	5/22/2012	5/22/2012	TENTATIVE HOLD
Performing Arts Center	Citizens Academy	Citizens Academy	5/24/2012	5/24/2012	TENTATIVE HOLD
North Rotunda	Chrissy Harris	Harris / Manasco Wedding	5/25/2012	5/26/2012	SIGNED CONTRACT
Exhibit Hall A2 & A3	Adriana Galaviz	Galaviz 15th Birthday Party	5/25/2012	5/26/2012	TENTATIVE HOLD
Theatre Lobby	Buddy Hobbs Eagle Ceremony & Graduation Party	Buddy Hobbs Eagle Ceremony & Graduation Celebration - #047057-001	5/26/2012	5/26/2012	CONTRACT SENT
Exhibit Hall A1 & A2	Zena Featherston	PIE Luncheon	5/29/2012	5/31/2012	TENTATIVE HOLD
Performing Arts Center, Exhibit Hall B	Mercy Foundation	"A Show of Courage" Hosted by Mercy Foundation Fort Smith Featuring the Fort	6/1/2012	6/2/2012	TENTATIVE HOLD
Exhibit Hall C, Star Dressing Room B, Team Dressing Room C, Team Dressing Room D, Star	Traditional Championship Wrestling	Pro Wrestling	6/1/2012	6/2/2012	SIGNED CONTRACT
Exhibit Hall A2 & A3, North Rotunda, North Box Office	Kimberly Kinnard	Kinnard / Sanders Wedding	6/1/2012	6/2/2012	SIGNED CONTRACT
Annex 1st Floor	Hale - Huffstetler Wedding	Hale - Huffstetler Wedding	6/1/2012	6/2/2012	SIGNED CONTRACT
Exhibit Hall B	Circus America Inc.	Piccadilly Circus - #088451-001	6/4/2012	6/4/2012	TENTATIVE HOLD
Meeting Room 2, Meeting Room 4, Meeting Room 5 & 6, Performing Arts Center, Exhibit Hall	United Methodist Church Arkansas Conference	United Methodist Church Arkansas Conference	6/9/2012	6/13/2012	SIGNED CONTRACT

Date/Time: 2/17/2012 11:27 AM

Fort Smith Convention Center: 55 South Seventh Street, Fort Smith, AR 72901 Phone: 479-788-8932

Page #: 6

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Annex 1st Floor	Melissa Marks	Marks Wedding Reception	6/9/2012	6/9/2012	TENTATIVE HOLD
Annex 1st Floor	Jinna White	White Reception	6/15/2012	6/16/2012	SIGNED CONTRACT
Performing Arts Center	Arkansas & Oklahoma Princess of America Pageant	Arkansas & Oklahoma Princess of America Pageant	6/15/2012	6/16/2012	CONTRACT SENT
Exhibit Hall C	Abel Cervantez	Cervantez's 15th Birthday	6/15/2012	6/16/2012	CONTRACT SENT
Exhibit Hall A	Moon - Reynolds Wedding Reception	Moon - Reynolds Wedding Reception - #091866-001	6/15/2012	6/16/2012	SIGNED CONTRACT
North Box Office, Exhibit Hall B, Star Dressing A, Star Dressing Room B, Team Dressing Room	Hit em Hard	Tribal Promotions, June - #088653-001	6/22/2012	6/23/2012	CONTRACT SENT
Exhibit Hall A1 & A2	David Martinez	Martinez Quinceanera - #087581-001	6/23/2012	6/23/2012	CONTRACT SENT
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	June 27 - July 1, 2012 - Jehovah's Witnesses - #079372-001	6/28/2012	7/2/2012	SIGNED CONTRACT
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	June 27 - July 1, 2012 - Jehovah's Witnesses - #079372-001	7/5/2012	7/9/2012	SIGNED CONTRACT
Exhibit Hall A3, Exhibit Hall A1 & A2, North Box Office, Meeting Room 1	Martinez Goff Wedding Ceremony & Reception	Martinez Goff Wedding Ceremony & Reception - #088841-001	7/11/2012	7/14/2012	SIGNED CONTRACT
Annex 1st Floor	Kirchner Reception	Kirchner Reception	7/13/2012	7/14/2012	SIGNED CONTRACT
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	July 18 - 22, 2012 - Jehovah's Witnesses - #079372-001	7/19/2012	7/23/2012	SIGNED CONTRACT

Event Lis Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Exhibit Hall A1, Performing Arts Center, Exhibit Hall C, North Rotunda, Meeting Room 4 - 5 - 6, Exhibit	Holiday Inn	Arkansas Bandmasters Association 2012 Convention - #071239-001	7/25/2012	7/27/2012	SIGNED
Meeting Room 2, Performing Arts Center, Meeting Room 7, Meeting Room 1, Meeting Room	Central Arkansas Nursing	Central Arkansas Nursing	7/25/2012	7/26/2012	CONTRACT SENT
North Box Office, Exhibit Hall B, Star Dressing A, Star Dressing Room B, Team Dressing Room	Hit em Hard	Tribal Promotions, July - #088653-001	7/27/2012	7/28/2012	CONTRACT SENT
Exhibit Hall A2 & A3	Adriana Galaviz	Galaviz 15th Birthday Party	8/3/2012	8/4/2012	TENTATIVE HOLD
Exhibit Hall B	Hispanic Catholic Charismatic Renewal	Youth Conference	8/4/2012	8/4/2012	TENTATIVE HOLD
Performing Arts Center, Theatre Lobby	Fort Smith Public Schools	Fort Smith Public Schools - #071241-001	8/8/2012	8/9/2012	TENTATIVE HOLD
North Pre-Function Lobby, North Box Office, Exhibit Hall ABC	Arkansas Cattlemen	Arkansas Cattlemen Association 2012 Conference - #071282-001	8/8/2012	8/11/2012	CONTRACT SENT
Meeting Room 2, Meeting Room 4, Meeting Room 5 & 6, Meeting Room 7, Meeting Room 4 - 5 -	Human Resources	Interviews	8/8/2012	8/9/2012	TENTATIVE HOLD
North Pre-Function Lobby, Annex 2nd Floor, Performing Arts Center, Exhibit Hall A, Annex	Arkansas Anime Festival	Arkansas Anime Festival Summer 2012	8/16/2012	8/19/2012	CONTRACT SENT
North Box Office, Exhibit Hall B, Star Dressing A, Star Dressing Room B, Team Dressing Room	Hit em Hard	Tribal Promotions August - #088653-001	8/17/2012	8/18/2012	CONTRACT SENT
Exhibit Hall B	Babe Ruth World Series	Babe Ruth World Series 2012 - #071317-001	8/20/2012	8/20/2012	CONTRACT SENT
Exhibit Hall ABC	Hannah House	Rock the River Concert	8/24/2012	8/26/2012	CENTER TEAR-DOWN

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Performing Arts Center, Green Room, Theatre Box Office	Festival on the Border	Festival on the Border 2012	9/7/2012	9/8/2012	TENTATIVE HOLD
Exhibit Hall A2 & A3, North Rotunda	Bailey Childers Wedding & Reception Bailey & Reception	Childers Wedding Ceremony & Reception	9/7/2012	9/8/2012	SIGNED CONTRACT
Exhibit Hall B, Exhibit Hall A3	First National Bank of Fort Smith	Prestige Platinum Dinner 2012	9/10/2012	9/11/2012	CONTRACT SENT
Performing Arts Center, Meeting Room 7, Meeting Room 4 - 5 - 6, Theatre Box Office, Theatre Lobby	University of Arkansas Fort Smith	Rock of Ages	9/11/2012	9/12/2012	TENTATIVE HOLD
Exhibit Hall ABC	William Morris Endeavor Entertainment	WME - Dirks Bentley	9/12/2012	9/23/2012	TENTATIVE HOLD
North Pre-Function Lobby, Exhibit Hall A1	Holiday Inn	Northport Health Services	9/17/2012	9/17/2012	CONTRACT SENT
Performing Arts Center, Meeting Room 7, Meeting Room 4 - 5 - 6, Theatre Box Office	University of Arkansas Fort Smith	Midtown Men	9/18/2012	9/19/2012	TENTATIVE HOLD
Meeting Room 4 - 5 - 6	Utilities Department	Safety Seminar - #071391-001	9/19/2012	9/19/2012	SIGNED CONTRACT
Meeting Room 8	Western Arkansas Ballet	Regional Dance America 2013 - Fall Board Meeting - #071247-001	9/22/2012	9/22/2012	CONTRACT SENT
Performing Arts Center, Green Room, Meeting Room 4 - 5 - 6, Theatre Box Office	Fort Smith Symphony	Fort Smith Symphony - #071237-001	9/28/2012	9/29/2012	SIGNED CONTRACT
Performing Arts Center, Green Room, Star Dressing Room 1	Human Resources	Fireman Testing	10/1/2012	10/1/2012	TENTATIVE HOLD
Exhibit Hall ABC	Expo Inc.	Industrial Tool Show	10/1/2012	10/5/2012	CONTRACT SENT

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Exhibit Hall B, Meeting Room 2, Meeting Room 1, Star Dressing Room B, Team Dressing Room	TNA Entertainment LLC	TNA Wrestling Live - #087536-001	10/5/2012	10/8/2012	CENTER TEAR-DOWN
Exhibit Hall A2 & A3, Exhibit Hall A1	State Beauty Supply	Matrix - Mini Show	10/7/2012	10/8/2012	SIGNED CONTRACT
Exhibit Hall A	B.P.Q.G	Quilt Show	10/11/2012	10/13/2012	SIGNED CONTRACT
North Box Office, Exhibit Hall B, Star Dressing A, Star Dressing Room B, Team Dressing Room	Hit em Hard	Tribal Promotions, October - #088653-001	10/12/2012	10/13/2012	CONTRACT SENT
Performing Arts Center	Christian Congregation of Jehovah's Witnesses	Jehovah's Witnesses	10/13/2012	10/14/2012	TENTATIVE HOLD
Exhibit Hall ABC	William Morris Endeavor Entertainment	WME - Chris Young	10/17/2012	10/19/2012	2ND TENTATIVE HOLD
North Box Office, Exhibit Hall A1 & A2, Meeting Room 1, Exhibit Hall A3	AWAG Conference	AWAG Conference	10/17/2012	10/19/2012	PROPOSAL
Exhibit Hall C	Courtyard by Marriott - Downtown Fort Smith	B.A.S.S. Tournament Meeting	10/18/2012	10/18/2012	TENTATIVE HOLD
Performing Arts Center, Green Room, Meeting Room 4 - 5 - 6, Theatre Box Office	Fort Smith Symphony	Fort Smith Symphony - #071237-001	10/19/2012	10/20/2012	CONTRACT SENT
Exhibit Hall B	Mercy Foundation	Beer Festival	10/20/2012	10/20/2012	TENTATIVE HOLD
Exhibit Hall C, Exhibit Hall A2 & A3, Exhibit Hall A1	Central Arkansas Nursing	Central Arkansas Nursing - #063027-001	10/23/2012	10/25/2012	CONTRACT SENT
Exhibit Hall ABC, Meeting Room 8	Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses - Oklahoma Circuit #5 -	10/26/2012	10/28/2012	CONTRACT SENT

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Performing Arts Center, Meeting Room 8, Green Room	Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses - Oklahoma Circuit #3 -	10/28/2012	10/28/2012	CONTRACT SENT
Exhibit Hall ABC, North Box Office	Altrusa	Taste of Fort Smith 2012 - #071323-001	10/29/2012	10/30/2012	CONTRACT SENT
Exhibit Hall C, Meeting Room 1	Razorback Chapter 62 Regional Antique Clock & Watch Assn.	Antique Clock Show & Sale	11/1/2012	11/3/2012	SIGNED CONTRACT
Annex 1st Floor	Shellie Henehan	Ray / Podgornik Reception - #091732-001	11/2/2012	11/3/2012	CONTRACT SENT
Exhibit Hall AB	Christian Congregation of Jehovah's Witnesses	Jehovah's Witnesses	11/3/2012	11/4/2012	TENTATIVE HOLD
Green Room	Sebastian County Elections	Election	11/5/2012	11/7/2012	TENTATIVE HOLD
Exhibit Hall ABC	Fort Smith Irish Dance Council	River Valley Feis 2012- #071392-001	11/9/2012	11/10/2012	SIGNED CONTRACT
Performing Arts Center, Meeting Room 8, Green Room, Theatre Lobby	Christian Congregation of Jehovah's Witnesses	Circuit AR 8S - Christian Congregation of Jehovah's Witnesses - #079372-001	11/9/2012	11/11/2012	TENTATIVE HOLD
Exhibit Hall ABC	Junior League of Fort Smith	Holiday Market 2012 - #071267-001	11/12/2012	11/18/2012	TENTATIVE HOLD
Performing Arts Center, Meeting Room 7, Meeting Room 4 - 5 - 6, Theatre Box Office	University of Arkansas Fort Smith	Rock of Ages	11/20/2012	11/21/2012	TENTATIVE HOLD
North Box Office, North Rotunda, Meeting Room 2, Meeting Room 4, Exhibit Hall A2 & A3, Exhibit	Frontier Trails Best Robotics	Frontier Trails Best Robotics Competition for 2009 - 071387-001	11/26/2012	12/3/2012	CONTRACT SENT
Exhibit Hall C, North Box Office, North Rotunda, Meeting Room 1	Human Resources	City of Fort Smith Health Fair 2011	11/27/2012	11/28/2012	CONTRACT SENT

Event Lis Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Green Room, Performing Arts Center, Theatre Lobby, Theatre Box Office	Singing Men of Arkansas	Singing Men of Arkansas - #089759-001	11/29/2012	11/29/2012	TENTATIVE HOLD
Performing Arts Center, Green Room, Meeting Room 4 - 5 - 6, Theatre Box Office	Fort Smith Symphony	Fort Smith Symphony - #071237-001	11/30/2012	12/11/2012	SIGNED CONTRACT
Meeting Room 8	Wells Fargo Advisors	Singing Men of Arkansas - Wells Fargo Reception	11/30/2012	11/30/2012	TENTATIVE HOLD
Annex 1st Floor	Cathy Crook / Robotics Awards Kansas	Cathy Crook / Robotics Awards Kansas - #086502-001	12/1/2012	12/11/2012	CONTRACT SENT
Performing Arts Center, Theatre Box Office, Half Theatre Lobby, Meeting Room 4 - 5 - 6	Western Arkansas Ballet	The Nutcracker - #071247-001	12/3/2012	12/8/2012	SIGNED CONTRACT
Exhibit Hall A, North Pre-Function Lobby, North Box Office, North Rotunda, Exhibit Hall C	St. Edward Auxiliary	Dinner Dance	12/6/2012	12/7/2012	TENTATIVE HOLD
Meeting Room 4 - 5 - 6	Wells Fargo Advisors	Singing Men of Arkansas - Wells Fargo Reception	12/14/2012	12/14/2012	TENTATIVE HOLD
Green Room, Performing Arts Center, Theatre Lobby, Theatre Box Office	Singing Men of Arkansas	Singing Men of Arkansas - #089759-001	12/14/2012	12/14/2012	TENTATIVE HOLD
Exhibit Hall C, Team Dressing Room C, Team Dressing Room D	Hiram Walker	Hiram Walker/Pernod Ricard Christmas Party	12/15/2012	12/15/2012	TENTATIVE HOLD
Exhibit Hall ABC	Deep South Cheer & Dance	Cheer Comp.	12/28/2012	12/30/2012	TENTATIVE HOLD
Exhibit Hall B	National Cemetery Christmas Wreaths	National Cemetery Christmas Wreaths	1/4/2013	1/6/2013	TENTATIVE HOLD
Exhibit Hall ABC, Exhibit Hall BC, Team Dressing Room C, Team Dressing Room D, Meeting Room	Fort Smith Convention Center - City of Fort Smith	Bridal Fest 2013 - #071250-001	1/11/2013	1/14/2013	TENTATIVE HOLD

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Performing Arts Center,Half Theatre Lobby	Outback Concerts	Comedy Show - Kaite Bizaca	1/11/2013	1/11/2013	TENTATIVE HOLD
Performing Arts Center,Half Theatre Lobby	Special School District of Fort Smith - Russellville High School	All Region Band - #071241-001	1/12/2013	1/12/2013	TENTATIVE HOLD
Performing Arts Center,Meeting Room 7,Meeting Room 4 - 5 - 6, Theatre Lobby	University of Arkansas Fort Smith	Blue Man Group	1/17/2013	1/20/2013	TENTATIVE HOLD
North Box Office,Exhibit Hall B,Star Dressing A,Star Dressing Room B,Team Dressing Room	Hit em Hard	Tribal Promotions January - #088653-001	1/18/2013	1/19/2013	TENTATIVE HOLD
Star Dressing Room 1,Star Dressing Room 2,Star Dressing Room 4,Chorus Room A,Chorus Room	Special School Dist. of Ft. Sm. - #071241-001	FBLA - Conference	1/22/2013	1/23/2013	PROPOSAL
Performing Arts Center,Green Room,Theatre Box Office,Meeting Room 7	Fort Smith Symphony	Fort Smith Symphony - 071237-001	1/25/2013	1/26/2013	SIGNED CONTRACT
Meeting Room 5 & 6,Exhibit Hall ABC,North Box Office,North Rotunda	Fort Smith Volleyball Club	Battle at the Fort Volleyball Tournament	1/25/2013	2/3/2013	SIGNED CONTRACT
Performing Arts Center,Meeting Room 7,Meeting Room 4 - 5 - 6,Theatre Box Office,Theatre Lobby	University of Arkansas Fort Smith	blue Man Group	1/28/2013	2/2/2013	TENTATIVE HOLD
Performing Arts Center,Green Room,Meeting Room 7	Fort Smith Symphony	Earquake 2013- #071237-001	2/3/2013	2/4/2013	CONTRACT SENT
Star Dressing Room 1,Star Dressing Room 2,Star Dressing Room 4,Chorus Room A,Chorus Room	Special School Dist. of Ft. Sm. - #071241-001	FBLA - Conference	2/5/2013	2/6/2013	PROPOSAL
North Box Office,Exhibit Hall B,Star Dressing A,Star Dressing Room B,Team Dressing Room	Hit em Hard	Tribal Promotions, Feb. 2013 - #088653-001	2/8/2013	2/9/2013	TENTATIVE HOLD
Exhibit Hall B	Weldon Williams & Lick	Annual Banquet	2/8/2013	2/8/2013	PROPOSAL

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
North Box Office, Exhibit Hall ABC, North Rotunda	Fort Smith Home Builders	2013 Home Show	2/13/2013	2/18/2013	PROPOSAL
Exhibit Hall A	Center for Art & Education	Center for Art & Education 5 X 5 Event #086833-001	2/22/2013	2/23/2013	TENTATIVE HOLD
Performing Arts Center, Half Theatre Lobby	Outback Concerts	Rodney Carrington	2/23/2013	2/23/2013	TENTATIVE HOLD
Exhibit Hall ABC, North Box Office	Arkansas River Valley Lawn & Garden	River Valley Lawn & Garden Show 2013 - Account # 071270-001	2/27/2013	3/4/2013	TENTATIVE HOLD
Exhibit Hall ABC	WAUSL - Wester Arkansas United Soccer League	Indoor Soccer Tournament	3/1/2013	3/3/2013	PROPOSAL
Exhibit Hall ABC	Christian Congregation of Jehovah's Witnesses	Oklahoma Circuit #3 of Jehovah's Witnesses	3/8/2013	3/10/2013	CONTRACT SENT
Meeting Room 2, Meeting Room 4, Meeting Room 5 & 6, North Box Office, Meeting Room 7, Exhibit	Arkansas Recreation and Parks Association	2013 Annual Conference - Arkansas Recreation & Parks Association	3/11/2013	3/15/2013	SIGNED CONTRACT
Exhibit Hall A, North Rotunda, Exhibit Hall C, Meeting Room 5 & 6	Rotary International - MAPETS #071286-001	MAPETS 2013 Conference	3/14/2013	3/16/2013	SIGNED CONTRACT
Exhibit Hall B	Friends of the NRA - #071369-001	Friends of the NRA - #071369-001	3/16/2013	3/16/2013	PROPOSAL
Exhibit Hall ABC	Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses - Oklahoma Circuit #5 -	3/22/2013	3/24/2013	CONTRACT SENT
Exhibit Hall A2, Performing Arts Center, Exhibit Hall B, Exhibit Hall A1, Meeting Room 4 - 5 - 6, Exhibit	Western Arkansas Ballet	Regional Dance America Southwest Festival 2013	4/2/2013	4/7/2013	SIGNED CONTRACT
Meeting Room 2, Meeting Room 4, Meeting Room 5 & 6, Performing Arts Center, Meeting Room	National Guard Association of Arkansas	National Guard Association of Arkansas 20 13	4/12/2013	4/14/2013	PROPOSAL

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Performing Arts Center, Green Room, Theatre Box Office, Meeting Room 7, Meeting Room 5 & 6	Fort Smith Symphony	Fort Smith Symphony - 071237-001	4/19/2013	4/20/2013	CONTRACT SENT
Exhibit Hall A	Nacho Arellano	15th Birthday	4/19/2013	4/20/2013	TENTATIVE HOLD
North Box Office, Exhibit Hall B, Star Dressing A, Star Dressing Room B, Team Dressing Room	Hit em Hard	Tribal Promotions, April 2013 - #088653-001	4/19/2013	4/20/2013	TENTATIVE HOLD
Exhibit Hall ABC, North Pre-Function Lobby, Meeting Room 2, North Box Office, Meeting	PMG Entertainment Group	Rodney Carrington - 071272-001	4/24/2013	4/29/2013	CENTER TEAR-DOWN
Exhibit Hall ABC, North Pre-Function Lobby, Meeting Room 2, North Box Office, Meeting	PMG Entertainment Group	Rodney Carrington - 071272-001	5/1/2013	5/6/2013	CENTER TEAR-DOWN
Meeting Room 5 & 6, Performing Arts Center, Green Room, Theatre Box Office, Meeting	Fort Smith Symphony	Fort Smith Symphony - 071237-001	5/3/2013	5/4/2013	CONTRACT SENT
Courtyard/Amphitheater, North Box Office, Exhibit Hall A, North Rotunda	Levins / Wade Wedding	Levins / Wade Wedding	6/14/2013	6/15/2013	TENTATIVE HOLD
North Box Office, Exhibit Hall B, Star Dressing A, Star Dressing Room B, Team Dressing Room	Hit em Hard	Tribal Promotions, June 2013 - #088653-001	6/21/2013	6/22/2013	TENTATIVE HOLD
Meeting Room 2, Meeting Room 4, Meeting Room 5 & 6, Meeting Room 7, Exhibit Hall ABC, Meeting	Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses - June 27 - 30, 2013	6/27/2013	6/30/2013	PROPOSAL
Meeting Room 2, Meeting Room 4, Meeting Room 5 & 6, Meeting Room 7, Exhibit Hall ABC, Meeting	Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses	7/4/2013	7/7/2013	PROPOSAL
Meeting Room 2, Meeting Room 4, Meeting Room 5 & 6, Meeting Room 7, Exhibit Hall ABC, Meeting	Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses	7/11/2013	7/14/2013	PROPOSAL
North Pre-Function Lobby, Meeting Room 5 & 6, North Box Office, Exhibit Hall A2 & A3, Exhibit	Fort Smith Convention and Visitors Bureau	ASAE 2013 Annual Convention	7/16/2013	7/18/2013	PROPOSAL

Event Lis .Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Meeting Room 2, Meeting Room 4, Meeting Room 5 & 6, Meeting Room 7, Exhibit Hall ABC, Meeting	Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses	7/18/2013	7/21/2013	PROPOSAL
North Pre-Function Lobby, Meeting Room 5 & 6, North Box Office, Exhibit Hall A2 & A3, Exhibit	Fort Smith Convention and Visitors Bureau	ASAE 2013 Annual Convention	7/22/2013	7/24/2013	PROPOSAL
Meeting Room 2, Meeting Room 4, Meeting Room 5 & 6, Meeting Room 7, Exhibit Hall ABC, Meeting	Christian Congregation of Jehovah's Witnesses	Christian Congregation of Jehovah's Witnesses	7/25/2013	7/28/2013	PROPOSAL
North Pre-Function Lobby, North Box Office, Exhibit Hall ABC, North Rotunda	Arkansas Cattlemen	AR Cattlemen 2013 Conference	8/7/2013	8/9/2013	PROPOSAL
North Box Office, Exhibit Hall B, Star Dressing A, Star Dressing Room B, Team Dressing Room	Hit em Hard	Tribal Promotions, Aug. 2013 - #088653-001	8/23/2013	8/24/2013	TENTATIVE HOLD
Meeting Room 5 & 6, Performing Arts Center, Green Room, Theatre Box Office, Meeting	Fort Smith Symphony	Fort Smith Symphony - 071237-001	10/4/2013	10/5/2013	TENTATIVE HOLD
Exhibit Hall A1 & A2, Exhibit Hall A3, Theatre Lobby	Central Arkansas Nursing	Central Arkansas Nursing - #083027-001	10/15/2013	10/17/2013	PROPOSAL
North Box Office, Exhibit Hall B, Star Dressing A, Star Dressing Room B, Team Dressing Room	Hit em Hard	Tribal Promotions, Oct. 2013 - #088653-001	10/18/2013	10/19/2013	TENTATIVE HOLD
Meeting Room 5 & 6, Performing Arts Center, Green Room, Theatre Box Office, Meeting	Fort Smith Symphony	Fort Smith Symphony - 071237-001	10/25/2013	10/26/2013	TENTATIVE HOLD
Exhibit Hall ABC	Arkansas Counseling Association	Arkansas Counseling 2013 Conference - #077296-001	11/5/2013	11/7/2013	TENTATIVE HOLD
Exhibit Hall A2, Exhibit Hall ABC, Exhibit Hall BC	Fort Smith Irish Dance Council	River Valley Feis 2013 - #071392-001	11/8/2013	11/9/2013	PROPOSAL
Exhibit Hall ABC	Junior League of Fort Smith	Holiday Market 2011 - #071267-001	11/12/2013	11/16/2013	TENTATIVE HOLD

Date/Time: 2/17/2012 11:27 AM

Fort Smith Convention Center: 55 South Seventh Street, Fort Smith, AR 72901 Phone: 479-788-8932

Page #: 16

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Green Room, Performing Arts Center, Theatre Lobby, Theatre Box Office	Singing Men of Arkansas	Singing Men of Arkansas - #089759-001	12/3/2013	12/3/2013	TENTATIVE HOLD
North Box Office, North Rotunda, Meeting Room 2, Meeting Room 4, Exhibit Hall A2 & A3, Exhibit	Frontier Trails Best Robotics	Frontier Trails Best Robotics Competition for 2013- 071387-001	12/4/2013	12/6/2013	PROPOSAL
Meeting Room 5 & 6, Performing Arts Center, Green Room, Theatre Box Office, Meeting	Fort Smith Symphony	Fort Smith Symphony - 071237-001	12/6/2013	12/7/2013	TENTATIVE HOLD
Performing Arts Center, Theatre Box Office, Half Theatre Lobby, Exhibit Hall A1	Western Arkansas Ballet	The Nutcracker 2013- #071247-001	12/9/2013	12/14/2013	CONTRACT SENT
Exhibit Hall C, Team Dressing Room C, Team Dressing Room D	Hiram Walker	Hiram Walker/Pernod Ricard Christmas Party	12/14/2013	12/14/2013	TENTATIVE HOLD
Green Room, Performing Arts Center, Theatre Lobby, Theatre Box Office	Singing Men of Arkansas	Singing Men of Arkansas - #089759-001	12/19/2013	12/19/2013	TENTATIVE HOLD
Exhibit Hall ABC, Exhibit Hall BC, Team Dressing Room C, Team Dressing Room D, Meeting Room	Fort Smith Convention Center - City of Fort Smith	Bridal Fest 2014- #071250-001	1/10/2014	1/13/2014	TENTATIVE HOLD
Performing Arts Center, Half Theatre Lobby	Special School District of Fort Smith - Russellville High School	All Region Band 2014 - #071241-001	1/11/2014	1/11/2014	TENTATIVE HOLD
Performing Arts Center, Green Room, Theatre Box Office, Meeting Room 7	Fort Smith Symphony	Fort Smith Symphony - 071237-001	1/24/2014	1/25/2014	TENTATIVE HOLD
Meeting Room 5 & 6, Exhibit Hall ABC, North Box Office, North Rotunda	Fort Smith Volleyball Club	Battle at the Fort Volleyball Tournament 2014	1/24/2014	2/2/2014	PROPOSAL
Performing Arts Center, Green Room	Fort Smith Symphony	Earquake - #071237-001	2/2/2014	2/3/2014	PROPOSAL
North Box Office, Exhibit Hall ABC, North Rotunda	Fort Smith Home Builders	2014 Home Show	2/19/2014	2/24/2014	PROPOSAL

Date/Time: 2/17/2012 11:27 AM

Fort Smith Convention Center: 55 South Seventh Street, Fort Smith, AR 72901 Phone: 479-788-8932

Page #: 17

Event Lis report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Performing Arts Center, Green Room	Fort Smith Symphony	Earquake - #071237-001	3/2/2014	3/3/2014	PROPOSAL
Performing Arts Center, Green Room	Fort Smith Symphony	Earquake - #071237-001	3/9/2014	3/10/2014	PROPOSAL
Exhibit Hall A, North Rotunda, Exhibit Hall C, Meeting Room 5 & 6	Rotary International - MAPETS #071286-001	MAPETS 2014 Conference	3/13/2014	3/15/2014	CONTRACT SENT
Exhibit Hall ABC, North Box Office	Arkansas River Valley Lawn & Garden	River Valley Lawn & Garden Show 2014 - Account # 071270-001	3/19/2014	3/24/2014	TENTATIVE HOLD
Exhibit Hall BC, Exhibit Hall A2 & A3, Exhibit Hall A1	AAIM - AR Assn of Instructional Media	AAIM - Arkansas Association of Instructional Media	3/29/2014	4/1/2014	SIGNED CONTRACT
Meeting Room 2, Meeting Room 4, Meeting Room 5 & 6, Performing Arts Center, Meeting Room	National Guard Association of Arkansas	National Guard Association of Arkansas 20 14	4/4/2014	4/6/2014	PROPOSAL
North Box Office, Exhibit Hall ABC, Exhibit Hall C, North Rotunda, Meeting Room 1, Team Dressing	Arkansas Human Resource Conference	AR SHRM 2014 Conference - 071455-001	4/7/2014	4/11/2014	SIGNED CONTRACT
Performing Arts Center, Green Room, Meeting Room 4 - 5 - 6, Theatre Box Office	Fort Smith Symphony	Fort Smith Symphony - #071237-001	4/25/2014	12/26/2015	PROPOSAL
Performing Arts Center, Green Room, Meeting Room 4 - 5 - 6, Theatre Box Office	Fort Smith Symphony	Fort Smith Symphony - #071237-001	5/2/2014	5/3/2014	PROPOSAL
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	June 11 - 15, 2014 - Jehovah's Witnesses - #079372-001	6/12/2014	6/16/2014	TENTATIVE HOLD
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	June 19 - 22, 2014 - Jehovah's Witnesses - #079372-001	6/19/2014	6/23/2014	TENTATIVE HOLD
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	June 26 - 29, 2014 - Jehovah's Witnesses - #079372-001	6/26/2014	6/30/2014	TENTATIVE HOLD

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	July 3 - 6, 2014 - Jehovah's Witnesses - #079372-001	7/3/2014	7/7/2014	TENTATIVE HOLD
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	July 10 - 13, 2014 - Jehovah's Witnesses - #079372-001	7/10/2014	7/14/2014	TENTATIVE HOLD
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	July 17 - 20, 2014 - Jehovah's Witnesses - #079372-001	7/17/2014	7/21/2014	TENTATIVE HOLD
Performing Arts Center, Exhibit Hall A, North Box Office, Exhibit Hall ABC, Exhibit Hall C	Holiday Inn	Arkansas Band Masters 2014 Convention	7/23/2014	7/26/2014	PROPOSAL
Performing Arts Center, Exhibit Hall A, North Box Office, Exhibit Hall ABC, Exhibit Hall C	Holiday Inn	Arkansas Band Masters 2014 Convention	7/30/2014	8/2/2014	PROPOSAL
North Pre-Function Lobby, North Box Office, Exhibit Hall ABC, North Rotunda	Arkansas Cattlemen	AR Cattlemen 2014 Conference	8/6/2014	8/8/2014	PROPOSAL
Meeting Room 5 & 6, Performing Arts Center, Green Room, Theatre Box Office, Meeting	Fort Smith Symphony	Fort Smith Symphony - 071237-001	10/3/2014	10/4/2014	TENTATIVE HOLD
Meeting Room 5 & 6, Performing Arts Center, Green Room, Theatre Box Office, Meeting	Fort Smith Symphony	Fort Smith Symphony - 071237-001	10/24/2014	10/25/2014	TENTATIVE HOLD
Exhibit Hall A2, North Box Office, Exhibit Hall A1, Exhibit Hall A3, Exhibit Hall C, Meeting Room	Arkansas Optometric Association Convention	Arkansas Optometric Association Annual Convention	10/31/2014	11/2/2014	PROPOSAL
Exhibit Hall ABC	Arkansas Counseling Association	Arkansas Counseling 2014 Conference - #077296-001	11/4/2014	11/6/2014	TENTATIVE HOLD
Exhibit Hall A2, Exhibit Hall ABC, Exhibit Hall BC	Fort Smith Irish Dance Council	River Valley Feis 2014 - #071392-001	11/7/2014	11/8/2014	PROPOSAL
Exhibit Hall ABC	Junior League of Fort Smith	Holiday Market 2011 - #071267-001	11/11/2014	11/15/2014	TENTATIVE HOLD

Date/Time: 2/17/2012 11:27 AM

Fort Smith Convention Center: 55 South Seventh Street, Fort Smith, AR 72901 Phone: 479-788-8932

Page #: 19

Event Listing Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Green Room, Performing Arts Center, Theatre Lobby, Theatre Box Office	Singing Men of Arkansas	Singing Men of Arkansas - #089759-001	12/2/2014	12/2/2014	TENTATIVE HOLD
Green Room, Performing Arts Center, Theatre Lobby, Theatre Box Office	Singing Men of Arkansas	Singing Men of Arkansas - #089759-001	12/4/2014	12/4/2014	TENTATIVE HOLD
Meeting Room 5 & 6, Performing Arts Center, Green Room, Theatre Box Office, Meeting	Fort Smith Symphony	Fort Smith Symphony - 071237-001	12/5/2014	12/6/2014	TENTATIVE HOLD
Exhibit Hall C, Team Dressing Room C, Team Dressing Room D	Hiram Walker	Hiram Walker/Pernod Ricard Christmas Party	12/13/2014	12/13/2014	TENTATIVE HOLD
Exhibit Hall ABC, Exhibit Hall BC, Team Dressing Room C, Team Dressing Room D, Meeting Room	Fort Smith Convention Center - City of Fort Smith	Bridal Fest 2015- #071250-001	1/9/2015	1/12/2015	TENTATIVE HOLD
Performing Arts Center, Half Theatre Lobby	Special School District of Fort Smith - Russellville High School	All Region Band 2015 - #071241-001	1/10/2015	1/10/2015	TENTATIVE HOLD
Meeting Room 5 & 6, Performing Arts Center, Green Room, Theatre Box Office, Meeting	Fort Smith Symphony	Fort Smith Symphony - 071237-001	1/23/2015	1/24/2015	TENTATIVE HOLD
Meeting Room 5 & 6, Exhibit Hall ABC, North Box Office, North Rotunda	Fort Smith Volleyball Club	Battle at the Fort Volleyball Tournament 2014	1/30/2015	2/8/2015	PROPOSAL
Performing Arts Center, Green Room	Fort Smith Symphony	Earquake - #071237-001	2/1/2015	2/2/2015	PROPOSAL
North Box Office, Exhibit Hall ABC, North Rotunda	Fort Smith Home Builders	2015 Home Show	2/18/2015	2/23/2015	PROPOSAL
Exhibit Hall A, North Rotunda, Exhibit Hall C, Meeting Room 5 & 6	Rotary International - MAPETS #071286-001	MAPETS 2015 Conference	3/12/2015	3/14/2015	CONTRACT SENT
Exhibit Hall ABC, North Box Office	Arkansas River Valley Lawn & Garden	River Valley Lawn & Garden Show 2015 - Account # 071270-001	3/18/2015	3/23/2015	TENTATIVE HOLD

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Exhibit Hall A2 & A3	WNAC From RCMA	Womens Confrence	3/26/2015	3/28/2015	TENTATIVE HOLD
Exhibit Hall A2 & A3	WNAC From RCMA	Womens Confrence	4/9/2015	4/11/2015	TENTATIVE HOLD
Exhibit Hall A2 & A3	WNAC From RCMA	Womens Confrence	4/16/2015	4/18/2015	TENTATIVE HOLD
Performing Arts Center,Green Room,Meeting Room 4 - 5 - 6, Theatre Box Office	Fort Smith Symphony	Fort Smith Symphony - #071237-001	5/1/2015	5/2/2015	PROPOSAL
Meeting Room 2,Meeting Room 5 & 6,Exhibit Hall ABC,Meeting Room 1,Meeting Room 3,Meeting	Christian Congregation of Jehovah's Witnesses	July 2 - 5, 2015- Jehovah's Witnesses - #079372-001	7/2/2015	7/6/2015	TENTATIVE HOLD
Meeting Room 2,Meeting Room 5 & 6,Exhibit Hall ABC,Meeting Room 1,Meeting Room 3,Meeting	Christian Congregation of Jehovah's Witnesses	July 9 - 12, 2015 Jehovah's Witnesses - #079372-001	7/9/2015	7/13/2015	TENTATIVE HOLD
Star Dressing Room 4,Meeting Room 2,Performing Arts Center,Wardrobe Room, Green	Bible Missionary Church 2015	Bible Missionary Church	8/9/2015	8/16/2015	TENTATIVE HOLD
Exhibit Hall A2,North Box Office,Exhibit Hall A1,Exhibit Hall A3,Exhibit Hall C,Meeting Room	Arkansas Optometric Association	Arkansas Optometric Association Annual Convention	10/30/2015	11/1/2015	PROPOSAL
Exhibit Hall ABC	Arkansas Counseling Association	Arkansas Counseling 2015 Conference - #077296-001	11/3/2015	11/5/2015	TENTATIVE HOLD
Exhibit Hall A2,Exhibit Hall ABC,Exhibit Hall BC	Fort Smith Irish Dance Council	River Valley Feis 2015 - #071392-001	11/13/2015	11/14/2015	PROPOSAL
Exhibit Hall ABC	Junior League of Fort Smith	Holiday Market 2011 - #071267-001	11/17/2015	11/21/2015	TENTATIVE HOLD
North Box Office,North Rotunda,Meeting Room 2,Meeting Room 4,Exhibit Hall A2 & A3,Exhibit	Frontier Trails Best Robotics	Frontier Trails Best Robotics Competition for 2014- 071387-001	12/2/2015	12/4/2015	PROPOSAL

Date/Time: 2/17/2012 11:27 AM

Fort Smith Convention Center: 55 South Seventh Street, Fort Smith, AR 72901 Phone: 479-788-9932

Page #: 21

Event Lis. Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Performing Arts Center, Theatre Box Office, Half Theatre Lobby, Exhibit Hall A1	Western Arkansas Ballet	The Nutcracker 2014- #071247-001	12/7/2015	12/14/2015	CONTRACT SENT
Performing Arts Center, Half Theatre Lobby	Special School District of Fort Smith - All Region Band 2016 - #071241-001 Russellville High School		1/9/2016	1/9/2016	TENTATIVE HOLD
Meeting Room 5 & 6, Exhibit Hall ABC, North Box Office, North Rotunda	Fort Smith Volleyball Club	Battle at the Fort Volleyball Tournament 2014	1/29/2016	2/7/2016	PROPOSAL
North Box Office, Exhibit Hall ABC, North Rotunda	Fort Smith Home Builders	2016 Home Show	2/17/2016	2/22/2016	PROPOSAL
Exhibit Hall ABC, North Box Office	Arkansas River Valley Lawn & Garden	River Valley Lawn & Garden Show 2016 - Account # 071270-001	3/16/2016	3/21/2016	TENTATIVE HOLD
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	June 23 - 26, 2016 Jehovah's Witnesses - #079372-001	6/23/2016	6/27/2016	TENTATIVE HOLD
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	June 30 - July 3, 2016 Jehovah's Witnesses - #079372-001	6/30/2016	7/4/2016	TENTATIVE HOLD
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	July 7 - 10, 2016 Jehovah's Witnesses - #079372-001	7/7/2016	7/11/2016	TENTATIVE HOLD
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	July 14 - 17, 2016 Jehovah's Witnesses - #079372-001	7/14/2016	7/18/2016	TENTATIVE HOLD
Meeting Room 2, Meeting Room 5 & 6, Exhibit Hall ABC, Meeting Room 1, Meeting Room 3, Meeting	Christian Congregation of Jehovah's Witnesses	July 21 - 24, 2016 Jehovah's Witnesses - #079372-001	7/21/2016	7/25/2016	TENTATIVE HOLD
Performing Arts Center, Exhibit Hall A, North Box Office, Exhibit Hall ABC, Exhibit Hall C	Holiday Inn	Arkansas Band Masters 2016 Convention	7/27/2016	7/30/2016	PROPOSAL
North Pre-Function Lobby, North Box Office, Exhibit Hall ABC, North Rotunda	Arkansas Cattlemen	AR Cattlemen 2016 Conference	8/3/2016	8/5/2016	PROPOSAL

Date/Time: 2/17/2012 11:27 AM

Fort Smith Convention Center: 55 South Seventh Street, Fort Smith, AR 72901 Phone: 479-788-8932

Page #: 22

Event List Report

Event Status: 2ND TENTATIVE HOLD, SIGNED CONTRACT, CONTRACT SENT, PROPOSAL, TENTATIVE HOLD, GROUP MOVE-IN, GROUP MOVE-OUT, CENTER SET-UP, CENTER TEAR-DOWN
 Start Date: from 2/17/2012 to 12/31/2016

Event Location	Client Name	Event Name	Start Date	End Date	Status
Exhibit Hall A2, Exhibit Hall ABC, Exhibit Hall BC	Fort Smith Irish Dance Council	River Valley Feis 2016 - #071392-001	11/11/2016	11/12/2016	PROPOSAL
Exhibit Hall ABC	Junior League of Fort Smith	Holiday Market 2011 - #071267-001	11/15/2016	11/19/2016	TENTATIVE HOLD
North Box Office, North Rotunda, Meeting Room 2, Meeting Room 4, Exhibit Hall A2 & A3, Exhibit	Frontier Trails Best Robotics	Frontier Trails Best Robotics Competition for 2016- 071387-001	11/30/2016	12/2/2016	PROPOSAL
Performing Arts Center, Theatre Box Office, Half Theatre Lobby, Exhibit Hall A1	Western Arkansas Ballet	The Nutcracker 2016- #071247-001	12/5/2016	12/12/2016	CONTRACT SENT
Event Count: 268					

4B

RESOLUTION NO. _____

**A RESOLUTION APPROVING A TOLLING AGREEMENT
WITH THE UNITED STATES DEPARTMENT OF JUSTICE
RELATING TO WET WEATHER SANITARY SEWER WORK**

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

The tolling agreement with the United States Department of Justice for claims under the Clean Water Act relating to wet weather sanitary sewer work attached hereto as Exhibit "A" and ending on August 1, 2012 is hereby approved. The Mayor is hereby authorized to execute said agreement on behalf of the City.

This Resolution passed this _____ day of February, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM



No Publication Required



MEMORANDUM

February 15, 2012

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Wet Weather Sanitary Sewer Work

In January, 2006, the U.S. Department of Justice (DOJ) informed us of DOJ's intent to place Fort Smith under a consent decree for wet weather sanitary sewer improvements. The sewer problems cause violations of the Clean Water Act. A consent decree is a federal court order which mandates specific improvements and actions with deadlines, and includes consequences (typically fines) for non-compliance. Fort Smith has operated under administrative orders from the Environmental Protection Agency (EPA) for these improvements since the late 1980's.

Staff, legal counsel, and our consulting engineer last met with representatives of DOJ, EPA and the Arkansas Attorney General's Office on August 31, 2011. We informed the federal and state representatives of Fort Smith's progress and accomplishments thus far, and of our future plans. They asked for approximately 10 items of additional information, which we've provided. The federal and state representatives are reviewing that information before sending a draft consent decree for our review.

In the meantime, DOJ has asked us to approve a tolling agreement while these discussions occur. The tolling agreement keeps the city from raising a statute of limitations argument while the discussions are under way. In the absence of a tolling agreement, DOJ would likely file a suit against the city.

The staff recommends approval of the attached tolling agreement, which will be effective until August 1, 2012. If there's any questions or a need for more information, please contact me.

Ray



U.S. Department of Justice

Environment and Natural Resources Division

JMP

90-5-1-1-08677

*Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044-7611*

*Telephone (202) 616-7915
Facsimile (202) 514-8395*

February 13, 2012

VIA ELECTRONIC MAIL

Mr. Jerry Canfield
City Attorney
City of Fort Smith
623 Garrison Avenue, Suite 600
P.O. Box 1446
Fort Smith, AR 72902

Re: Tolling Agreement

Dear Mr. Canfield:

I have included a new Tolling Agreement for your signature to facilitate our continued attempt to reach a reasonable resolution to this matter (attached). I also want to acknowledge receipt of the City's January 27, 2012, submittal of information. We are reviewing the information closely.

Do not hesitate to call me, Charles Moulton and David Gillespie if you have any questions or comments. Thank you for your consideration.

/S/

Jeffrey M. Prieto
United States Department of Justice
Environmental Enforcement Section

cc: Kenneth Long, US DOJ
Scott McDonald, EPA Region VI
David Gillespie, EPA Region VI
Carol DeMarco, EPA OECA
Charles Moulton, Arkansas AG Office

**TOLLING AGREEMENT FOR CLAIMS UNDER THE CLEAN WATER ACT
RELATING TO THE CITY OF FORT SMITH, ARKANSAS**

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to Sections 301, 309 and 402 of the Clean Water Act ("CWA" or "the Act"), 33 U.S.C. §§ 1311, 1319, 1342., against the Defendant City of Fort Smith ("City") for, *inter alia*, civil penalties and injunctive relief relating to the bypasses and discharges of pollutants from the City's two publicly owned wastewater treatment works and sanitary sewer collection systems in violation of CWA National Pollutant Discharge Elimination System ("NPDES") permits (the "Tolled Claims").

The United States and the City ("Parties") enter into this Tolling Agreement to facilitate settlement negotiations within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on March 1, 2012 and ending on August 1, 2012 inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. The City shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in a writing signed by the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to the City. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against the City or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. The City shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolloed Claims, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by the City, and without the requirement of filing with the Court, and may be signed in counterparts.

11. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency, and upon the City.

The United States of America, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of _____, 2012.

NATHAN DOUGLAS
Acting Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

JEFFREY M. PRIETO
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
PO Box 7611
Washington, D.C. 20044-7611
Telephone: 202-616-7915
Fax: 202-514-8395
Email: jeffrey.prieto@usdoj.gov

The City consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of _____, 2012.

Signature: _____

Printed Name: Sandy Sanders

Title: Mayor

Company/Municipality: City of Fort Smith, Arkansas

Designated agent for receipt of notices and communications regarding this Tolling Agreement:

Name: Jerry Canfield

Title: City Attorney

Company/Municipality: Daily & Woods

Address: P.O. Box 1446

58 South 6th Street

Fort Smith, Arkansas 72902

Telephone Number 479-782-0361

Fax Number 479-782-6160

Email Address: jcanfield@dailywoods.com

4C,

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT FOR THE RESTORATION AND STABILIZATION OF THE BUILDING AT 800 NORTH 9TH STREET

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

SECTION 1: The Board of Directors authorized a contract with Crawford Construction Company, Inc. for the demolition of the above captioned project in the amount of \$135,000.00.

SECTION 2: The Mayor is authorized to execute Change Order No. 1 with Crawford Construction Company, Inc. decreasing the contract amount by \$4,875.00 to an adjusted contract amount of \$130,125.00.

PASSED AND APPROVED THIS _____ DAY OF FEBRUARY 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

*Approved as to form
JLC
No publication required*

40,

RESOLUTION NO. _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE RESTORATION AND STABILIZATION OF THE BUILDING AT 800 NORTH 9TH STREET

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the above captioned project as complete.

SECTION 2: Final payment is hereby authorized in the amount of \$17,436.00 to the contractor, Crawford Construction Company, Inc. for the captioned project.

THIS RESOLUTION ADOPTED THIS _____ DAY OF FEBRUARY 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

*Approved as to form
JL
No publication required*

City of Fort Smith

Project Status: Completed

Today's Date: 1/25/2012

Staff contact name: Wally Bailey

Staff contact phone: 479-784-2216

Contract time (no of days): 75 days

Notice to proceed issued: 26-Sep-11

Project name: 800 North 9th Street (former Mallalieu demolition)

Project number: n/a

Project architect: Scott Hathaway

Project contractor: Crawford Construction Company, Inc.

Dollar Amount	Contract Date	Estimated Completion Date
---------------	---------------	---------------------------

Original bid award

\$ 135,000.00

9/26/2011

Change orders:

1

(\$4,875.00)

Adjusted contract amount

\$130,125.00

Payments to date (as negative):

\$ 112,689.00

N/A

N/A

Amount of this payment

\$ 17,436.00

N/A

N/A

Contract balance remaining

\$ -

Retainage held

\$ -

Final payment

\$ 17,436.00

Amount Over (under) original as a percentage

-3.60%

MEMORANDUM

To: Ray Gosack, City Administrator
From: Wally Bailey, Director of Development Services
Date: February 27, 2012
Subject: 800 North 9th - (former Mallalieu Building)

The subject project consisted of the demolition of the building at 800 North 9th Street (former Mallalieu building).

Crawford Construction Company, Inc. was awarded the contract for the restoration and stabilization of the building facade of the building in the amount of \$135,000.00 on August 23, 2011.

The work went as well as could be expected and the south facade has been preserved. Mr. Scott Hathaway, architect, and I were pleased with the final results and the work of the contractor. After discussing the final work with the contractor a change order decreasing the contract amount by \$4,875.00 will be presented with the final pay request. The change order represents a 3.6% decrease from the original contract amount. The revised contract amount will be \$130,125.00.

Previous periodic pay applications of \$112,689.00 were made to the contractor. The final pay application for the project is \$17,436.00.

I am recommending to the Board of Directors that the project be accepted as complete, the change order be approved and the final payment be made. Resolutions approving these recommendations have been prepared for the Board's approval.

Please contact me if you have any questions.

RESOLUTION _____

**A RESOLUTION AUTHORIZING A TIME
EXTENSION FOR THE CONSTRUCTION OF
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 11-03-B**

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

SECTION 1: A time extension with Goodwin & Goodwin, Inc., for the Street Overlays/Reconstruction, Project No. 11-03-B, which increases the contract time by 22 calendar days, is hereby approved.

This resolution adopted this _____ day of February, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



 No Publication Required
 Publish ___ Times

RESOLUTION _____

**A RESOLUTION ACCEPTING COMPLETION OF AND
AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 11-03-B**

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

SECTION 1: The City of Fort Smith hereby accepts the construction of Street Overlays/Reconstruction, Project No. 11-03-B, as complete.

SECTION 2: Final payment is hereby authorized in the amount of \$114,887.44 to the contractor, Goodwin & Goodwin Inc., for Street Overlays/Reconstruction, Project No. 11-03-B.

This resolution adopted this _____ day of February, 2012.

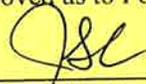
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



- No Publication Required
- Publish ___ Times

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

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

DATE: February 14, 2012

SUBJECT: Street Overlays/Reconstruction
Project No. 11-03-B

The above subject project consisted of asphalt street overlays, reconstruction and minor drainage improvements to the streets listed on the attached sheet and shown on the attached exhibit. The total length of streets improved was approximately 2.6 miles. A project summary sheet is attached.

Attached are Resolutions to authorize a time extension and to accept the project as complete and authorize final payment to the contractor. I recommend that these Resolutions be accepted by the Board at the next regular meeting.

Enclosures

SUMMARY SHEET

City of Fort Smith Project Status: Complete Today's Date: 2/13/2012 Staff contact name: Stan Snodgrass Staff contact phone: 784-2225 Contract time (no of days): 210 Notice to proceed issued: 06/06/2011	Project Name: 2011 Street Overlays/Reconstruction Project Number: 11-03-B Consultant Engineer: Hawkins-Weir Engineering Project Contractor: Goodwin & Goodwin, Inc.
---	--

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	\$1,861,226.00	4/12/2011	1/1/2012
Contract Revisions:			
1 Time Extension 22 days			
2			
3			
Adjusted contract amount	<u>\$1,861,226.00</u>		
Payments to date (as negative):	\$1,367,352.40		
Amount of this payment	\$114,887.44		
Contract balance remaining	\$378,986.16 *		
Retainage held	0%		
Final payment	\$114,887.44		
Amount under original as a percentage	20% *		

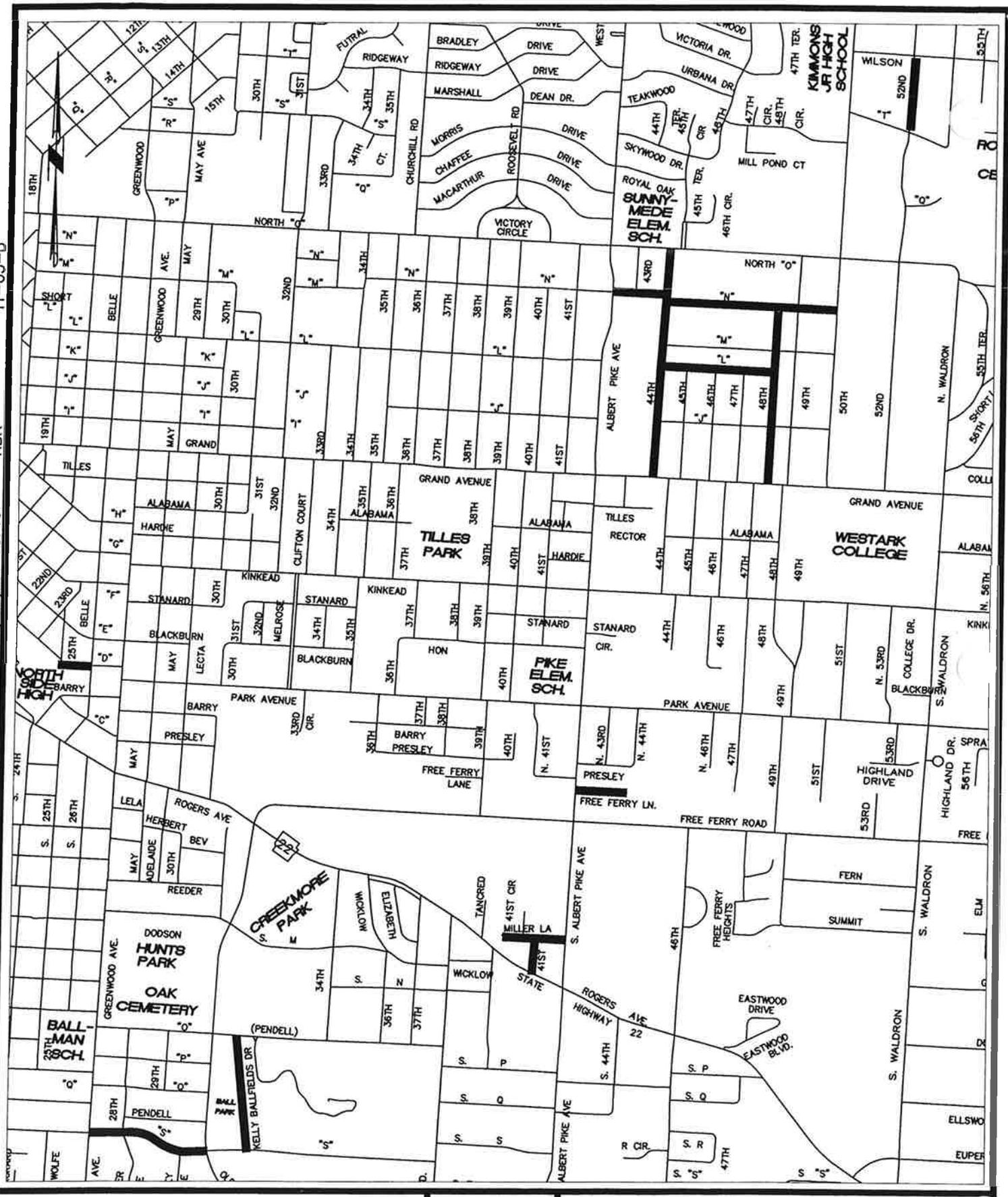
Final Comments:

* The resurfacing of Free Ferry Lane was deleted from this project due to an upcoming 2012 drainage project at the east end of this street. The cost of the work for the resurfacing of Free Ferry Lane is estimated at \$80,000 which accounts for approximately 21 percent of the contract balance remaining. The resurfacing of Free Ferry Lane will take place pending completion of the drainage improvement project.

The project was substantially complete on January 23, 2012 which is 22 days beyond the contract completion date of January 1, 2012. The contractor requested 22 additional days due to weather delays and field adjustments/added work incurred during construction. Staff concurs that the 22 days are warranted.

**2011 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 11-03-B**

STREET	FROM	TO	LENGTH
44TH ST.	GRAND AVE.	NORTH O ST.	2,667
48TH ST.	GRAND AVE.	NORTH N ST.	2,067
NORTH N ST.	ALBERT PIKE AVE.	50TH ST.	2,656
NORTH L ST.	44TH ST.	48TH ST.	1,317
52ND ST.	NORTH T ST.	WILSON RD.	901
41ST ST.	ROGERS AVE.	MILLER LN.	410
MILLER LN.	ALBERT PIKE AVE.	END OF ROAD	738
FREE FERRY LN.	ALBERT PIKE AVE.	END OF ROAD	591
KELLEY BALLFIELDS DRIVE	SOUTH O ST.	SOUTH S ST.	1,304
SOUTH S ST.	GREENWOOD AVE.	OLD GREENWOOD RD.	1,412
NORTH D ST.	25TH ST.	BELLE AVE.	349
			14,412



2011 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION



Project: 11-03-B
Date: OCT. 2010
Scale: NONE
Drawn By: RBR

RESOLUTION _____

**A RESOLUTION AUTHORIZING CHANGE ORDER
NUMBER ONE FOR THE CONSTRUCTION OF
MILL CREEK DRAINAGE IMPROVEMENTS
PROJECT NO. 05-06-C**

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

SECTION 1: Change Order No. 1 with Blake Construction, Inc., for the Mill Creek Drainage Improvements, Project No. 05-06-C, which increases the contract amount by \$7,187.61 to an adjusted contract amount of \$4,354,265.61 and adding 121 days to the contract completion date, is hereby approved.

This Resolution adopted this _____ day of February, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



 No Publication Required
 Publish ___ Times

RESOLUTION _____

**A RESOLUTION ACCEPTING COMPLETION OF AND
AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF
MILL CREEK DRAINAGE IMPROVEMENTS
PROJECT NO. 05-06-C**

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

SECTION 1: The City of Fort Smith hereby accepts the construction of Mill Creek Drainage Improvements, Project No. 05-06-C, as complete.

SECTION 2: Final payment is hereby authorized in the amount of \$26,712.89 to the contractor, Blake Construction, Inc., for the Mill Creek Drainage Improvements, Project No. 05-06-C.

This resolution adopted this _____ day of February, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form

- Jsc*

 No Publication Required
 Publish ____ Times

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

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

DATE: February 14, 2012

SUBJECT: Mill Creek Drainage Improvements
Project No. 05-06-C

This project consisted of the construction of two bridges, one on South 28th Street and one on Cavanaugh Road over Mill Creek, along with the widening of a 3,500 foot section of Mill Creek between the new bridges. Also included was the realignment of South 28th Street to meet South 31st Street at Highway 71 and the installation of a new signal at this intersection. The project location is shown on the attached map. A project summary sheet is also attached.

Attached is a Resolution to increase the contract amount and extend the contract time, and a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the two Resolutions be accepted by the Board at the next regular meeting.

Enclosures

SUMMARY SHEET

City of Fort Smith
 Project Status: Complete
 Today's Date: 2/10/2012
 Staff contact name: Greg Riley
 Staff contact phone: 784-2225
 Contract time (no of days): 540
 Notice to proceed issued: 6/8/2009

Project name: Mill Creek Drainage Improvements
 Project number: 05-06-C
 Project engineer: Mickle Wagner Coleman
 Project contractor: Blake Construction, Inc.

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	\$4,347,078.00	4/14/2009	11/29/2010
Contract Revisions:			
1 Change Order #1	\$7,187.61		
Time extension 121 days, contract addition of \$7,187.61 \$100,187.61 less \$93,000 (93 days liquidated damages @ \$1,000/day) = \$7,187.61			
Adjusted contract amount	<u>\$4,354,265.61</u>		
Payments to date (as negative):	\$4,327,552.72		
Amount of this payment	\$26,712.89		
Contract balance remaining	\$0.00		
Retainage held	0%		
Final payment	\$26,712.89		
Amount over original bid	\$7,187.61		
Amount over original bid as a percentage	0.2%		

Final Comments:

The project was substantially complete on July 1, 2011 which is 214 days beyond the contract completion date of November 29, 2010. The contractor has requested that a time extension be granted due to weather delays, utility delays and various field adjustments. The staff concurs that 121 additional days are warranted and recommends assessment of liquidated damages for the remaining 93 days. The contract specifies liquidated damages in the amount of \$1,000.00 per day which results in a decrease in the final payment to the contractor in the amount of \$93,000.00. The contractor concurs with the assessment of the liquidated damages.

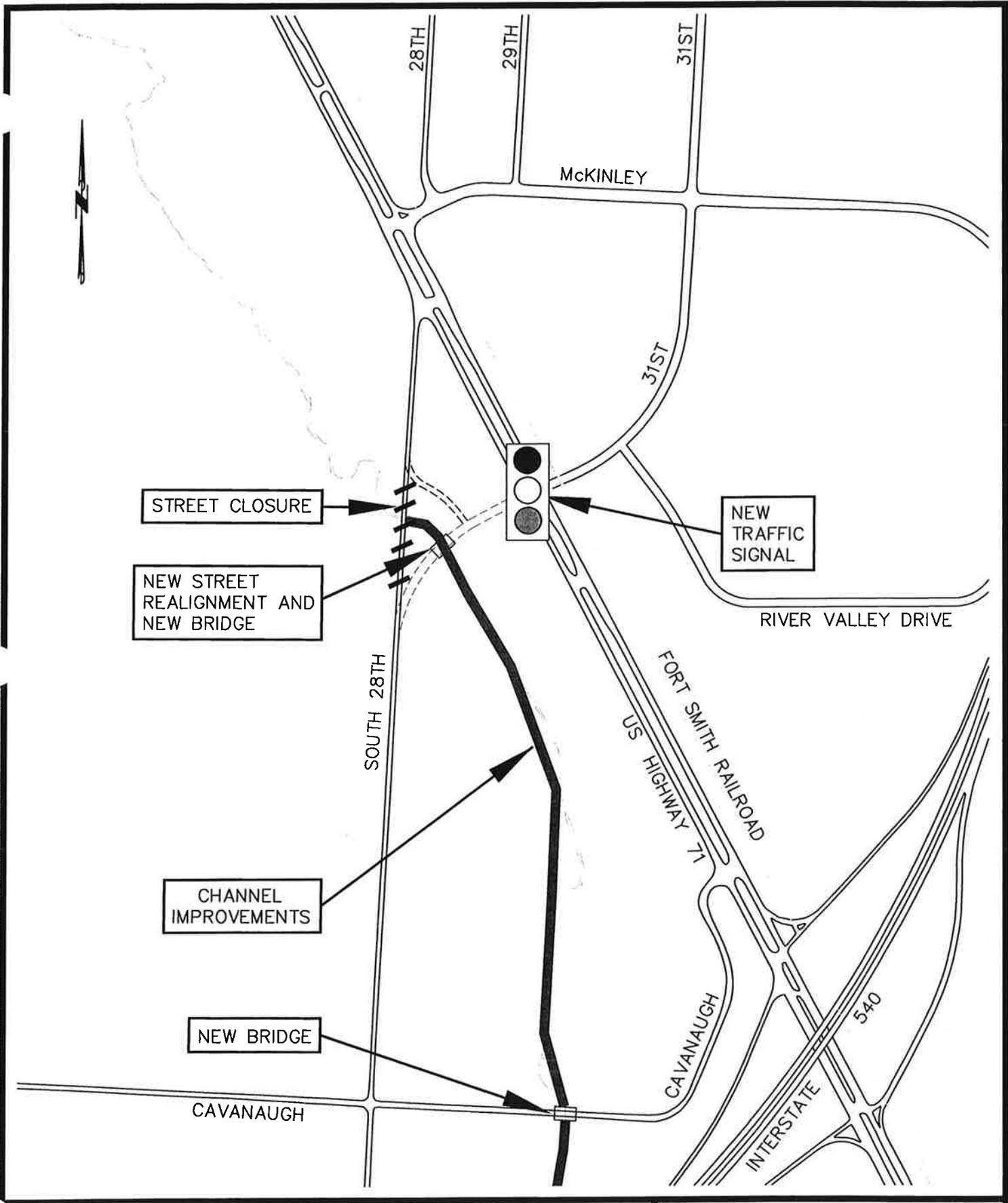
RBR

12-14:42

02

P:\05-06-C SO 28TH CAVANAUGH\ BOARD_EX5.dwg

G:\DRAWING



2009 CAPITAL IMPROVEMENTS PROGRAM
 MILL CREEK/28TH ST.
 DRAINAGE IMPROVEMENTS



Project:	05-06-C
Date:	FEB 2012
Scale:	NONE
Drawn By:	RBR

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH URGING
THE DEPARTMENT OF THE AIR FORCE & THE DEPARTMENT OF DEFENSE TO RETAIN
THE 188TH FIGHTER WING IN FORT SMITH, ARKANSAS**

WHEREAS, the 188th Fighter Wing, Arkansas Air National Guard, located at Ebbing Air National Guard Base in Fort Smith, Arkansas, plays an important role in the defense of our nation having, in the past 6 years, deployed twice for Expeditionary Combat Support for Operations Enduring Freedom and Iraqi Freedom, as well as other contingency operations worldwide; and

WHEREAS, during the summer of 2005, the region rallied with the 188th Fighter Wing when the Pentagon recommended through a Base Closure and Realignment Commission (BRAC) action that the Arkansas Air National Guard unit be stripped of its flying mission; and

WHEREAS, the unit's unique and unmatched attributes – i.e. range, airspace, joint forces training capabilities, cost-effectiveness – and stellar performance record since its inception in 1953, along with assistance from local, state, and federal elected officials and private entities compelled the 2005 BRAC commissioners to take unprecedented action and award a new flying mission to the 188th Fighter Wing, known as the “Flying Razorbacks;” and

WHEREAS, members of the 188th Fighter Wing are preparing for a third combat deployment in 7 years with two different weapons platforms and, for the second time in those 3 deployments, are faced with not knowing if they'll have a job when they return; and

WHEREAS, the 188th Fighter Wing recently was awarded the United States Air Force's second highest unit award – the Air Force Outstanding Unit Award (AFOUA) – for its performance during the period of October 1, 2008 to September 30, 2010 by:

Completing the weapons system conversions from F-16s through two separate A-10 Thunderbolt II “Warthog” upgrades ahead of schedule;

Maintaining a mission capable rate for the A-10 above the Air National Guard average and achieving the highest A-10 unit in the ANG from August 2009 through July 2010;

Acing an Air Combat Command Unit Compliance Inspection in 2009, with an overall mark of 99.4 percent;

Earning the coveted Patriot Team Award as the Air National Guard's top national recruiting office;

Developing an avionics solution for Air Force-wide problems with A-10's, earning the designation as the only unit authorized to do repairs outside the standard repair parameters, saving more than \$1.5 million annually;

Logging 2,700 combat hours in Afghanistan without missing a single mission tasking assignment – less than a month after completing the conversion to A-10s.

WHEREAS, the 188th Fighter Wing operates as the most efficient and cost-effective fighter wing in the nation, with the following attributes:

Razorback Range, where pilots practice, is approximately 5 minutes off the ramp at Ebbing Air National Guard base, providing maximum flying time for training; and

A bridged Hog and Shirley Military Operating Area (MOA) above the Ozark and Ouachita National Forests provide air space comparable in size to the Nellis ranges for joint exercises with other Air Force and ground assets free of encroachment and environmental issues; and

WHEREAS, the economic impact of the 188th Fighter Wing on the Fort Smith community is in excess of \$150 million annually;

WHEREAS, the Greater Fort Smith Region is consistently in the top 5 metropolitan statistical areas with low costs of doing business;

WHEREAS, the 188th Fighter Wing is the lowest cost fighter wing in the United States Air Force with unsurpassed airspace and training facilities;

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

The Department of Defense, the Department of the Air Force, and the National Guard Bureau exercise sound judgment on behalf of our nation's defense and maintain fighters on the ramp at the 188th Fighter Wing and utilize the unique attributes – range, airspace, joint forces capabilities, and cost-effectiveness; and

Secretary of Defense Leon Panetta and his staff are hereby formally invited to visit the City of Fort Smith and the 188th Fighter Wing prior to the unit's deployment this spring.

This Resolution passed this _____ day of February, 2012.

APPROVED

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM



No Publication Required



MEMORANDUM

TO: Ray Gosack, City Administrator
FROM: Tracy Winchell, Communications Manager
DATE: 2/16/2012

RESOLUTION OF SUPPORT FOR 188TH FIGHTER WING

The attached resolution supports efforts to retain a viable mission at the 188th Fighter Wing, Arkansas Air National Guard, and formally invites Secretary of Defense Leon Panetta to see for himself why it is in our nation's best interests to keep fighters on the ramp in Fort Smith, Arkansas.

Please continue to encourage friends and colleagues to visit www.savetheflyingrazorbacks.com and submit letters of support to Secretary Panetta. The campaign will end February 27, 2012.

Hard copies of letters may also be mailed to:

Secretary of Defense Leon Panetta
c/o 188th Fighter Wing / Fort Chaffee Community Council
P. O. Box 11467
Fort Smith, Arkansas 72917

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE PURCHASE OF EVIDENCE TRACKING SOFTWARE UPGRADE FOR USE BY THE FORT SMITH POLICE DEPARTMENT

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

The expenditure of funds from the Federal Asset Forfeiture Fund, totaling \$53,802.00, is hereby authorized, with the understanding that this expenditure is for the purchase of the Evidence TraQ software upgrade from QueTel Corporation, for use by the Fort Smith Police Department.

THIS ORDINANCE ADOPTED this _____ day of _____, 2012.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form: W. [Signature] npr
City Attorney



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator
From: Kevin Lindsey, Chief of Police
Subject: Evidence Software Upgrade
Date: February 15, 2012

In early 2010, the prospect of upgrading our current evidence tracking software was given careful consideration. Originally it was determined to be more cost effective to include the evidence software upgrade within a new Computer Aided Dispatch / Records Management System (CAD / RMS) software purchase. However, a lack of funding for the CAD / RMS purchase led us to explore possible upgrades with QueTel Corporation, our current evidence tracking software provider.

Staff coordinated a technology requirements assessment with the current vendor. Once the assessment was complete, QueTel Corporation provided the Fort Smith Police Department with a quote of \$53,802.00. Installation of the new system will require a SQL database and one web server for hosting the new webpages. Both the SQL database and server requirements will be hosted on the Fort Smith Police Department VMware (virtual management) infrastructure. Since QueTel Corporation is a direct seller of their product and no third party vendor is available to sell or implement the software, this purchase must be classified as a sole source purchase.

The features and abilities represented by the quote will dramatically increase efficiency in both the submission and tracking of evidence. The current system is sixteen years old and requires the evidence custodian to perform tasks that are redundant in nature, thus reducing efficiency. This system will meet the current needs for evidence submission and tracking, as well as meeting any future needs that may arise. Monies used for this purchase will come from the Federal Asset Forfeiture account.

"Pride and Progress"

4K

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A SPECIAL WARRANTY DEED FROM
THE FORT CHAFFEE REDEVELOPMENT AUTHORITY
FOR PROPERTY ASSOCIATED WITH PROPOSED FIRE STATION NO. 11**

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

The special warranty deed, including reservations and restrictions, attached hereto as Exhibit "1", issued by the Fort Chaffee Redevelopment Authority to the City of Fort Smith for property associated with proposed Fire Station No. 11 is hereby accepted.

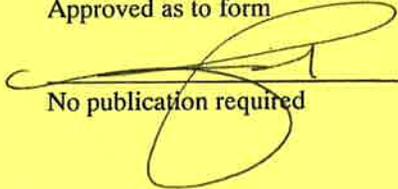
THIS RESOLUTION ADOPTED this _____ day of _____, 2012.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form

No publication required



FORT SMITH FIRE DEPARTMENT

200 NORTH FIFTH STREET
FORT SMITH, ARKANSAS 72901
479-783-4052 • FAX: 479-783-5338



Mike Richards
Fire Chief

To: Ray Gosack, City Administrator
From: Mike Richards, Fire Chief
Date: February 16, 2012
Re: Land conveyance from the Fort Chaffee Redevelopment Authority to the City of Fort Smith for access road for proposed Fire Station 11

The Fort Chaffee Redevelopment Authority (FCRA) has conveyed a parcel of land to the City of Fort Smith adjacent to the property for proposed Fire Station 11. The land will be used to develop a city street on the west side of the proposed fire station property for a secondary entrance for fire apparatus. This entrance will also be used for public and employee access to the facility. The street will also serve as access to future residential and/or commercial development that may occur behind the proposed fire station. The description and special warranty deed are shown in Exhibit 1.

Attached for the Board's consideration is a Resolution accepting the property and authorizing the Mayor and City Administrator to execute the agreement.

Exhibit "1"

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **Fort Chaffee Redevelopment Authority**, an Arkansas Public Trust, Grantor, duly authorized by proper resolution of its Board of Trustees, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Fort Smith**, Grantee, and unto its successors and assigns forever, subject to the reservations and restrictions and conditions hereinafter set forth, and subject to mineral leases and mineral reservations of record, the following described land (the "Lands") lying and being situated in the Fort Smith District of Sebastian County, Arkansas:

SEE EXHIBIT "A"

THIS CONVEYANCE IS MADE SUBJECT TO CERTAIN RESERVATIONS AND RESTRICTIONS AS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the same unto the City of Fort Smith and unto its successors and assigns forever, subject to the reservations, restrictions and conditions provided herein, together with all and singular the tenements, appurtenances and hereditaments thereunto belonging or in anywise appertaining.

Fort Chaffee Redevelopment Authority hereby covenants with Grantee that it will warrant and defend the title to the Lands against all claims and encumbrances done or suffered by or through it, but against none other.

IN WITNESS WHEREOF, Fort Chaffee Redevelopment Authority has caused these presents to be executed by its duly authorized Chairman and Secretary and Grantee, in acceptance of the covenants, reservations, conditions and exceptions, has caused these presents to be executed this 7th day of February, 2012.

GRANTOR:

FORT CHAFFEE REDEVELOPMENT

AUTHORITY

By: J. Michael Milton
J. Michael Milton, Chairman

ATTEST:

Bob Bradford
Bob Bradford, Secretary

APPROVED:

Ivy Owen
Ivy Owen, Executive Director

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF SEBASTIAN)

On this 7th day of February, 2012, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within-named J. Michael Milton and Bob Bradford, to me personally well known, who stated that they are the Chairman and Secretary of the Fort Chaffee Redevelopment Authority, a public trust, and further stated that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have set my hand and official seal this 7th day of February, 2012.

Janet S. Menshek
NOTARY PUBLIC

My Commission Expires:
9/7/20

JANET S. MENSHEK
NOTARY PUBLIC-ARKANSAS
SEBASTIAN COUNTY
COMMISSION NO. 12378277
COMMISSION EXP. 9-7-2020

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

Parcel Adjacent to Massard Fire Station

Part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 7; Thence along the South Line of said Southeast Quarter, N87°12'44"W, 1326.59 feet; Thence leaving said South Line, N02°35'13"E, 1050.88 feet to a point on the southerly right-of-way line of Massard Road; Thence along said right-of-way line, N59°58'39"W, 76.86 feet to an existing ½" rebar with cap stamped MWC 1369 at the northeast corner of the Massard Fire Station Property as described in Document Number 7252363 filed for record August 24, 2008; Thence along said right-of-way line, N59°58'39"W, 264.56 feet to an existing ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way line and 66.18 feet along the arc of a curve to the right, said curve having a radius of 1070.00 feet and being subtended by a chord having a bearing of N58°12'20"W and a distance of 66.17 feet to an existing ½" rebar with cap stamped MWC 1369 at the northwest corner of said Fire Station Property and the Point of Beginning; Thence along the westerly line of said Fire Station Property the following courses: S35°10'23"W, 23.70 feet to an existing ½" rebar with cap stamped MWC 1369; 64.17 feet along the arc of a curve to the left, said curve having a radius of 845.00 feet and being subtended by a chord having a bearing of S32°59'52"W and a distance of 64.15 feet to an existing ½" rebar with cap stamped MWC 1369; S30°49'21"W, 220.02 feet to an existing ½" rebar with cap stamped MWC 1369 at the southwest corner of said Fire Station Property; Thence N59°26'01"W, 78.59 feet to a point on the easterly line of the Ben Geren Park Property as described in Document Number 7068799 filed for record March 29, 2002; Thence along said easterly line, N30°33'59"E, 279.30 feet to the northeast corner of said Park Property, said point also being on said southerly right-of-way line of Massard Road; Thence along said right-of-way line, N37°50'59"E, 35.88 feet; Thence continuing along said right-of-way line and 79.99 feet along the arc of a curve to the left, said curve having a radius of 1070.00 feet and being subtended by a chord having a bearing of S54°17'31"E and a distance of 79.97 feet to the Point of Beginning, containing 0.57 acres, more or less.

EXHIBIT "B"

I. THIS CONVEYANCE is made subject to the following reservations and restrictions which are essential to the use of the above described Lands and run with the land:

A. Land Use Restrictions.

The Chaffee Crossing Master Development Guidelines adopted by the Grantor and future amendments thereto.

B. Minerals. All oil and gas mineral rights are reserved by the Government in the Government Deed and are excluded from this conveyance.

C. Government Easements. Reservation by Grantor for itself, its successors and assigns of all easements and restrictions in the Government Deed.

D. Government Restrictions. This conveyance is subject to the easements, conditions and restrictions in the Government Deed, all of which are incorporated herein by reference and made a part hereof.

II. FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantee covenant with Grantor that:

A. Deed Restriction. The real property specifically described herein conveyed to the Grantee, and all successors and assigns of Grantee, shall not be annexed into any other municipality without the consent of the municipality in which it is presently located for a period of sixty (60) years from July 1, 2002. By acceptance of this Deed, during that period of time, the Grantee and all successors and assigns of the Grantee, forever waive and disclaim, and agree to forego and forebear, any right to request annexation, or to become annexed into, any other municipality whether that right is derived from Act 779 of the 1999 Arkansas General Assembly or any other statutory or common law of the State of Arkansas or the United States. This covenant is intended to and shall be a covenant running with the land.

III. This conveyance is specifically conditioned on the following:

1. CERCLA Covenants and Notice. Pursuant to Sections 120(h)(3) and 120 (h)(4) of the CERCLA:

A. Notification and Covenants. The United State of America (the, "Government") has notified the Grantor that to the extent such information is available on the basis of a complete search of agency files, there was no storage and release of hazardous substances, petroleum, petroleum products or their derivatives on certain portions of the Fort Chaffee land that the Government conveyed to Grantor ("Property"), and there was storage and release of hazardous substances on other portions of the Property. For the purpose of this Deed, "hazardous substances" shall have the same meaning as section 101(14) of CERCLA. Available information regarding the type, quantity and location of the hazardous substances found on the Lands and action taken is contained in "Notice of Petroleum Product Storage, Release, or Disposal" that is at Exhibit E to the Government Deed. The information regarding said storage and release indicates that there is no threat to human health or the environment on the Lands.

B. Access Rights and Easement

The Government reserves a right and easement for access to the Lands in any case in which remedial action or corrective action is found to be necessary after the date of the Government Deed. Any such actions undertaken by the Government pursuant to this Section 1(B) will, to the maximum extent

practicable, be coordinated with a representative of the Grantee, its successors and assigns. Grantee agrees that, notwithstanding any other provisions of the Deed, that the Government and the Grantor assume no liability to the Grantee, its successors and assigns, or any other person, should remediation of the Lands interfere with the use of the Lands by the Grantee, its successors and assigns.

C. Transfer Documents

The Grantee and its successors and assigns covenants and agrees that all leases, transfers or conveyances of the Lands occurring subsequent to the date of this Deed shall be made subject to, and shall have the benefit of, the provisions contained in this Section 1.

2. Environmental Baseline Survey ("EBS") and Finding of Suitability to Transfer ("FOST")

A. The Grantee has received the technical environmental reports, including the Environmental Baseline Study ("EBS") dated October 7, 1996, FOST I dated June 1, 2000, and FOST II dated August 9, 2000, FOST III dated December 20, 2000, and FOST IV dated May 9, 2001, prepared by the Government, and agrees, that these documents accurately describe the environmental condition of the Lands. The Grantee has inspected the Lands and accepts the physical condition and current level of environmental hazards on the Lands and deems the Lands to be safe for the Grantee's intended use. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Lands after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to the Government's or Grantor's activities, ownership, use, or occupation of the Lands or other property (now owned or previously owned by the Government) surrounding the Lands. Grantee, its successors and assigns, as consideration for the conveyance, agree to release the Government and the Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Lands occurring after the date of this Deed, where such substance or product was placed on the Lands by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after this conveyance. This Section 2 shall not affect the Government's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations or the Government's indemnification obligations under applicable laws.

B. All covenants and land use restrictions shall inure to the benefit of the public in general and adjacent lands, including lands retained by the United States, and, therefore, are enforceable by the United States Government and the State of Arkansas. These restrictions and covenants are binding on the Grantee, their successors and assigns; shall run with the land; and are forever enforceable.

C. The Grantee covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding all land use restrictions herein in each subsequent lease, transfer or conveyance document subject hereto. Notwithstanding this provision, failure to include these land use restrictions in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, its successors and assigns.

D. The Grantee, for themselves, its successors and assigns, covenants that it will not undertake or allow any activity on or use of the Lands that would violate the land use restrictions contained herein.

3. Notification of Ordnance and Explosives ("OE") and Covenant.

A. Fort Chaffee is a former military installation with a history of OE use and, therefore, there is a potential for OE to be present on the Lands.

B. Based on a review of existing records and available information, none of the buildings or Lands are known to contain high explosive unexploded ordnance ("UXO"). However, blank small arms ammunition may exist on the Lands. The risk from blank ammunition is negligible since no projectile or high explosive is present. In the event the Grantee, its successors, and assigns, should discover any UXO on the Lands, it shall not attempt to remove or destroy it, but shall immediately contact the nearest County Sheriff or local law enforcement agency who will, if needed, contact the Department of Defense Explosive Ordnance Disposal (EOD) unit. Appropriate GOVERNMENT or GOVERNMENT designated explosive ordnance personnel will be dispatched promptly to dispose of such UXO at no expense to the Grantee. The Grantee, or its successors or assigns, shall: (i) cooperate with the GOVERNMENT with regard to the location of and removal of UXO from the Lands, provided such cooperation does not require the Grantee, or its successors or assigns, to incur any non-reimbursed direct costs, (ii) notify the GOVERNMENT as soon as reasonably possible after the discovery of any UXO by the Grantee, or its successors or assigns, and (iii) take no actions regarding UXO discovered on the Lands, except as may be specifically directed by the GOVERNMENT.

4. Notice of Endangered Species and Covenant.

A. The Grantee is hereby informed and does acknowledge the presence of an endangered species, the American Burying Beetle (ABB) (*Nicrophorus americanus*), on the Lands.

B. The Grantee covenants and agrees that its use and occupancy of the Lands will be in compliance with the Endangered Species Act (ESA) of 1973, as amended, (16 U.S.C. §§1531-1544; 50 CFR Parts 17, 401-424, 450-453). The ESA requires protection of threatened or endangered species by prohibiting activities and facilities that would have an adverse effect on them. Any activity or disturbance of the Lands by the Grantor prior to this conveyance that causes a violation of the ESA shall be the responsibility of the Grantor.

C. Section 9 of the ESA and federal regulations pursuant to section 4(d) of the ESA prohibit the take of endangered and threatened species, respectively without special exemption. Under the terms of Section 7(b)(4) and Section 7(o)(2), taking that is incidental to and not intended as part of the agency action is not considered to be prohibited taking under the ESA provided that such taking is in compliance with the terms and conditions of this incidental take statement.

D. Certain non-discretionary measures undertaken by the Department of the Army at Fort Chaffee (Army) are binding conditions upon Grantee for the exemption in Section 7(o)(2) to apply. Required consultation with the U.S. Fish and Wildlife Service (USFWS) has been completed. Based on the Biological Opinion issued in June, 1999 (Exhibit H to the Government Deed), certain "reasonable and prudent measures" are necessary to minimize impacts of incidental take of ABB's in the EDC areas and must be incorporated as restrictions in the deed. Accordingly, the Grantee covenants that the following "reasonable and prudent measures" will be adhered to immediately upon transfer of property to protect the ABB and its habitat:

(1) Undeveloped areas should not be cleared until construction is ready to commence. In addition, unnecessary clearing of trees or other vegetation during site preparation should be avoided.

(2) Whenever practical, construction and other ground disturbance activities shall be conducted during the non-breeding season, October through April.

(3) Because of the sensitivity of the ABB to chemical applications, the Grantee shall ensure that the use of pesticides and herbicides is limited. Only those pesticides and herbicides on the list approved by the USFWS shall be used.

E. The Grantee further agrees that it shall not permit the occupancy or use of any buildings, facilities or structures on the Lands without complying with the ESA, and all applicable federal, state, and local laws and regulations pertaining to endangered species.

F. Any questions concerning reasonable and prudent measures should be directed to the U.S. Fish and Wildlife Service, Arkansas Field Office; 1500 Museum Road, Suite 105; Conway, AR 72032, telephone 501-513-4477, or to its successor.

5. Inclusion of Provisions.

The Grantee, its successors and assigns, or any entity to whom the Lands are transferred shall neither transfer the Lands, lease the Lands, nor grant any interest, privilege, or license whatsoever in connection with the Lands without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grants or any interest, privilege or license.

6. Air Navigation Restriction.

The Fort Smith Municipal Airport is in close proximity to the Lands. The Lands lie within the area of protected airspace that normally extends for a five nautical mile radius around the airfield. Accordingly, in coordination with the Federal Aviation Administration (FAA), the Grantee covenants and agrees on behalf of it, its successors and assigns and every successor in interest to the Lands herein described, or any part thereof, that, Grantee will comply with Title 14, Code of Federal Regulations, Part 77, entitled Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

7. Notice of Non-Discrimination.

With respect to activities related to the Lands, the Grantee covenants for itself, its successors and assigns, that the Grantee, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Lands, or in its employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000(d)); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). The GOVERNMENT shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Lands hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

ACKNOWLEDGMENT

Grantee hereby acknowledges that this conveyance is subject to the reservations and restrictions set forth hereinabove on Exhibit "B" and Grantee covenants and agrees that all leases, transfers or conveyances of any part of the property hereby conveyed shall be made subject to these same reservations and restrictions.

Grantee:

CITY OF FORT SMITH

By: _____
Ray Gosack, City Administrator

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF SEBASTIAN)

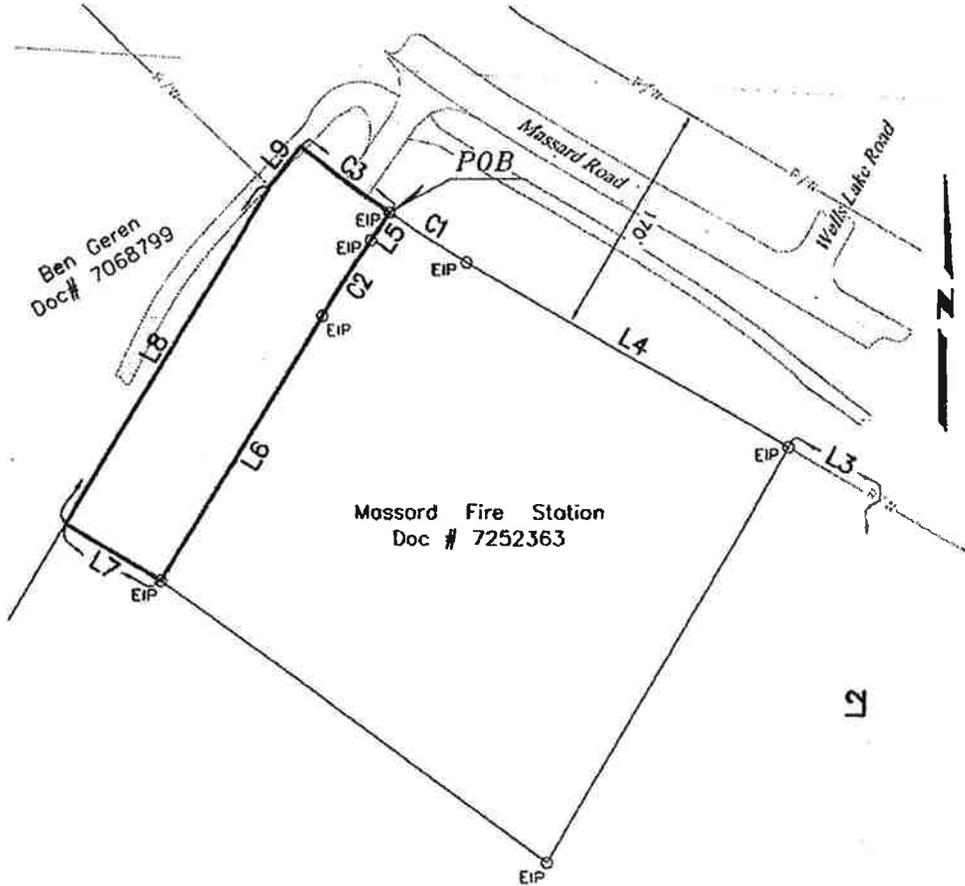
On this _____ day of _____, 2012, before me, a Notary Public within and for the aforesaid county and state, duly commissioned and acting, appeared _____, to me personally well known as, or proven to be, the person whose name appears upon the within and foregoing document and he respectively acknowledged to me that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity therein stated, 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 _____ day of _____, 2012.

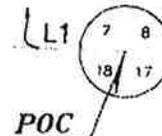
Notary Public

My Commission Expires

CURVE TABLE						
CURVE	DELTA	TANGENT	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	3°32'38"	33.10'	1070.00'	66.18'	N58°12'20"W	66.17'
C2	4°21'03"	32.10'	845.00'	64.17'	S32°59'52"W	64.15'
C3	4°17'00"	40.01'	1070.00'	79.99'	S54°17'31"E	79.97'



LINE TABLE			LINE TABLE		
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L1	1326.59'	N87°12'44"W	L6	220.02'	S30°49'21"W
L2	1050.88'	N2°35'13"E	L7	78.59'	N59°26'01"W
L3	76.86'	N59°58'39"W	L8	279.30'	N30°33'57"E
L4	264.56'	N59°58'39"W	L9	35.88'	N37°50'59"E
L5	23.70'	S35°10'23"W			



Parcel Adjacent To Massord Fire Station

Scale 1"=100'
 Fort Smith, Sebastian County, Arkansas

Parcel Adjacent to Massard Fire Station

Part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 7; Thence along the South Line of said Southeast Quarter, N87°12'44"W, 1326.59 feet; Thence leaving said South Line, N02°35'13"E, 1050.88 feet to a point on the southerly right-of-way line of Massard Road; Thence along said right-of-way line, N59°58'39"W, 76.86 feet to an existing ½" rebar with cap stamped MWC 1369 at the northeast corner of the Massard Fire Station Property as described in Document Number 7252363 filed for record August 24, 2008; Thence along said right-of-way line, N59°58'39"W, 264.56 feet to an existing ½" rebar with cap stamped MWC 1369; Thence continuing along said right-of-way line and 66.18 feet along the arc of a curve to the right, said curve having a radius of 1070.00 feet and being subtended by a chord having a bearing of N58°12'20"W and a distance of 66.17 feet to an existing ½" rebar with cap stamped MWC 1369 at the northwest corner of said Fire Station Property and the Point of Beginning; Thence along the westerly line of said Fire Station Property the following courses: S35°10'23"W, 23.70 feet to an existing ½" rebar with cap stamped MWC 1369; 64.17 feet along the arc of a curve to the left, said curve having a radius of 845.00 feet and being subtended by a chord having a bearing of S32°59'52"W and a distance of 64.15 feet to an existing ½" rebar with cap stamped MWC 1369; S30°49'21"W, 220.02 feet to an existing ½" rebar with cap stamped MWC 1369 at the southwest corner of said Fire Station Property; Thence N59°26'01"W, 78.59 feet to a point on the easterly line of the Ben Geren Park Property as described in Document Number 7068799 filed for record March 29, 2002; Thence along said easterly line, N30°33'59"E, 279.30 feet to the northeast corner of said Park Property, said point also being on said southerly right-of-way line of Massard Road; Thence along said right-of-way line, N37°50'59"E, 35.88 feet; Thence continuing along said right-of-way line and 79.99 feet along the arc of a curve to the left, said curve having a radius of 1070.00 feet and being subtended by a chord having a bearing of S54°17'31"E and a distance of 79.97 feet to the Point of Beginning, containing 0.57 acres, more or less.



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: February 16, 2012

SUBJECT: Animal Service Advisory Board

The Animal Services Task Force (Nine Members) is authorized to identify problems, concerns, and issues with dogs and cats in Fort Smith. It will be the task force job to develop, research, analyze possible solutions and make recommendations to the board of directors.

The applicants available at this time are:

Mike Thames	4100 Kelley Hwy
Susan Wade	623 South 19 Street
Amanda Heim	4901 E. Valley Rd.
Suzan Blair-Sago	315 North 18 Street
Ramona Roberts	3601 May Branch Ln
Joan Bryant	1005 South 46 Street
Nichole Morgan	2908 Marion Court
Sherry A. Card	9713 Darlington Way
Carole H.Hutton	P.O. Box 10018
Amanda Turner	548 North 35 Street
Bodie Hatcher	3316 South 27 Street
Sherilyn Walton	8818 Meandering
Tammy Trouillon	8000 Holly Avenue
Sheri Neely	1809 Wellington Way

Appointments are by the Board of Directors. Nine appointment are needed; the terms will expire at various times.

ANIMAL SERVICES TASK FORCE

The Animal Services Task Force (seven members) is authorized to identify problems, concerns, and issues with dogs and cats in Fort Smith. It will be the task force job to develop, research, analyze possible solutions and make recommendations to the board of directors.

The task force shall be appointed by the Board of Directors. At its first meeting the task force members shall select a chairperson from among their membership. The task force shall complete its work within 30 days from the date of its first meeting. The task force shall terminate upon the completion of its work.

	<u>Date Appointed</u>	<u>Term Expired</u>
Tammy Trouillon Community Outreach Director 8000 Holly Avenue (08) 226-3374 (h) 242-3609 (w) tammybookturner2@cox.net	08/16/11	
Joel Culberson Senior Account Analyst 2421 South O Street (01) 783-7207 (h) 494-6885 (w) ujculbe@gmail.com	08/16/11	
Patrick Jacobs Sales 6308 Red Cedar Circle (16) 434-6909 (h) 719-5385 (w) pjacobs@carcoint.com	08/16/11	
Mike Thames Veterinarian 4100 Kelley Hwy (04) 883-1243 (h) 782-1234 (w) petdocmdt@labahnvet.com	08/16/11	

Daniel K. Jones DDS
1804 Wheaton Trace (08)
646-8960 (h)
646-0410 (w)
docfdecay@aol.com

08/16/11

Jon Remer
Veterinarian
2715 Independence (01)
646-6023 (h)
785-1792 (w)
drremmer@swbell.net

08/16/11

Ken Kupchick
Director of Marketing and Developing
46 Hiland Hills (01)
785-0582 (w)
883-9273 ©
kedokuz28@aol.com

08/16/11

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

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

Date: 1-11-12

Name: Mike Thames

Home Telephone: 479 883 1243

Home Address: 4100 Kelley Hwy FSIA Work Telephone: 479 883 1234

Zip: 72904

Email: mdt5223@yahoo.com

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

Education: DVM OSU 1976

Professional and/or Community Activities: Member AVMA AAHA ARUMA
FSIAVMA Board Member Seb. Co Humane Soc. & Community Rescue Mission

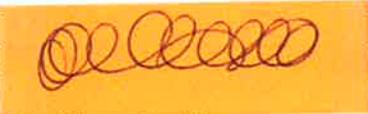
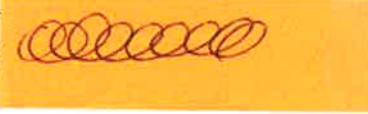
Additional Pertinent Information/References: _____

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

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

Yes _____ NO

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

Drivers License AR  Date of Birth 
information will be use to cc _____ of all applicants)

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

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

CITY OF FORT SMITH

Application for City Boards/Commissions/Committees

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

Date: _____ 1/30/2012

Name: _____ Susan Wade Home Telephone: 479-709-9820

Home Address: _____ 623 S. 19th str, Fort Smith Work Telephone: 479-783-5600

Zip: _____ 72901 Email: _____ Arkwade@aol.com

Occupation: _____ Pet Groomer (part-time)
(If retired, please indicate former occupation or profession)

Education: _____ Bachelor's Applied Science in Organization Leadership and AAS in Workforce Leadership

Professional and/or Community Activities: West-Ark Church of Christ

Additional Pertinent Information/References: In my 30 year of Pet Grooming, ex-Business owner

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

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

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

Drivers  _____
(This information will be used to conduct a criminal background check of all applicants).

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

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Transit Advisory Commission |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Community Development Advisory Com. | |
| <input type="checkbox"/> County Equalization Board | |
| <input type="checkbox"/> Electric Code Board of Appeals & Appeals | |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | |
| <input type="checkbox"/> Historic District Commission | |
| <input type="checkbox"/> Housing Assistance Board () | |

- Housing Authority
- Library Bd of Trustees
 - Mechanical Bd of Adjustments and Appeals
 - Oak Cemetery Commission
 - Outside Agency Review Panel

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

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

Date: 2-1-12

Name: Amanda Heim

Home Telephone: 479-785-4456

Home Address: 4901 E. Valley Rd.

Work Telephone: 479-629-6068

Zip: 72903

Email: Buffaloblue@aol.com

Occupation: Cattle Rancher - Home maker
 (If retired, please indicate former occupation or profession)

Education: High School - NHS

Professional and/or Community Activities: Past School Board President of Christ the King School and Church Activities.

Additional Pertinent Information/References: Believe the current situation with animals in our community is not working. I would like to help Ft. Smith come up with a better plan. I am involved with animals every day. References on back →

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

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

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

Drivers License [Redacted] Date of Birth [Redacted]
 information will be [Redacted] and check of all applicants).

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

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

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

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

Date: 1-27-12
 Name: SUZAN BLAIR-SAGO Home Telephone: 479-650-6218
 Home Address: 315 N. 18TH ST. Work Telephone: _____
 Zip: 72901 Email: MOOINBLU@gmail.com
 Occupation: MENTAL HEALTH Para Professional
 (If retired, please indicate former occupation or profession)

Education: B.A., Psychology, A.A., Journalism, M.Ed., (In progress) ^{Human Resources}

Professional and/or Community Activities: Therapy Dog Volunteer ^(I TAKE my dog to Elementary Schools. For Pet therapy)
HUMANE Society Volunteer, Citizen's Police Academy Alum ²⁰⁰⁵
 (I enter their Dog Contests)

Additional Pertinent Information/References: 14 yrs at Western Arkansas
Counseling and Guidance Center, Animal Advocate ^(I have 3 dogs, 1 CAT.)
Buddy Blair - 479-494-0474 (reference)

Are you a registered voter in the City of Fort Smith? Yes No
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes NO

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

Drivers License [Redacted] Date of Birth [Redacted]
 information will be [Redacted] and check of all applicants)

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

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Oak Cemetery Commission |
| <input checked="" type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Plumbing Advisory Board |
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| <input type="checkbox"/> Historic District Commission | |
| <input type="checkbox"/> Housing Assistance Board | |
| <input type="checkbox"/> Housing Authority | |

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

Date: 1/26/2012

Name: Ramona Roberts

Home Telephone: 479-783-6860

Home Address: 3601 May Branch Ln Work Telephone: 479-648-8000

Zip: 72903

Email: Ramonareal@aol.com

Occupation: Real Estate Broker
 (If retired, please indicate former occupation or profession)

Education: 1 year College

Professional and/or Community Activities: Co-Founder Good Samaritan Clinic, Founding Board Member River Valley Animal Welfare Coalition, Former Board Member Next Step Day Room, Member of St John's Episcopal Church, Former Vestry Member at St Johns Church

Additional Pertinent Information/References: Former Chairperson of Ark. Real Estate Commission, AR Real Estate Foundation Board, Board of Directors Fort Smith Board of Realtors

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

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

Yes NO

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

Drivers License XXXXXXXXXX Date of Birth 000000
 information will be used for identification purposes (check of all applicants).

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

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Oak Cemetery Commission |
| <input checked="" type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Plumbing Advisory Board |
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| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
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| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Historic District Commission | |
| <input type="checkbox"/> Housing Assistance Board | |
| <input type="checkbox"/> Housing Authority | |

CITY OF FORT SMITH
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Date: 1/26/2012
 Name: Joan Bryant Home Telephone: 479-926-1266
 Home Address: 1005 South 46 Work Telephone: 479-434-4740
 Zip: 72903 Email: N/A

Occupation: Registered Nurse
 (If retired, please indicate former occupation or profession)

Education: Bachelor of Science Degree

Professional and/or Community Activities: Member of Christ the King Catholic Church

Additional Pertinent Information/References: Kittes and Kanines Vet Clinic Volunteer, River Valley Animal Welfare Coalition Volunteer

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

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

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

Drivers License  Date of Birth 
 information will be  and check of all applicants).

I am interested in serving on the (please check)

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

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

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

Date: 1/12/12

Name: Nichole Morgan

Home Telephone: 479-831-7033

Home Address: 2908 Marion Ct

Work Telephone: _____

Zip: 72908

Email: dutchpk@gmail.com

Occupation: Cashier at Malco Theater
 (If retired, please indicate former occupation or profession)

Education: Some college

Professional and/or Community Activities: Citizens and Fire Academy

Volunteer work with Alzheimer's Association and Salvation Army

Additional Pertinent Information/References: _____

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

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

Yes _____ NO

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

Drivers License [Signature] Date of Birth [Signature]
 information will be checked (background check of all applicants)

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

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Oak Cemetery Commission |
| <input checked="" type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
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| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Historic District Commission | |
| <input type="checkbox"/> Housing Assistance Board | |
| <input type="checkbox"/> Housing Authority | |

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

X
 Carole H. Hutton
 P.O. Box
 10018
 Fort Smith AR
 72917

Date: 1-31-12
 Home Telephone: 479.462.4965
 Work Telephone: 479.462.4965
 Email: CaroleHHutton@aol.com

Name: Carole H. Hutton
 Home Address: [Redacted]
 Zip: 72917

Occupation: Home maker
 (If retired, please indicate former occupation or profession)

Education: Graduated High School, Completed two years of college level classes.

Professional and/or Community Activities: Most recently: Coordinate volunteer efforts to assist homeless persons with the care of their animals. (Food medical care and transportation to kittens + canines for neutering or spraying)

Additional Pertinent Information/References: Mr + Mrs Rick Wade, Mrs Pam Weber, Mr. Lance Fisker (next store clay room)

Are you a registered voter in the City of Fort Smith? Yes No
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes NO

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically prevent you from considering you from consideration.
 Drivers License [Redacted] Date of Birth [Redacted]
 information will be [Redacted] (and check of all applicants).

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

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Oak Cemetery Commission |
| <input checked="" type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Planning Commission |
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| <input type="checkbox"/> Historic District Commission | |
| <input type="checkbox"/> Housing Assistance Board | |
| <input type="checkbox"/> Housing Authority | |

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

Date: 2-3-2012

Name: Amanda Turner Home Telephone: 479 7826962

Home Address: 548 N. 35th Street Work Telephone: 479 709-0900

Zip: 72903 Email: amandaturner2@sbcglobal.net

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

Education: GED - Trade school

Professional and/or Community Activities: Business owner, loving 20 year plus pet owner, lover of all animals

Additional Pertinent Information/References: Melanie Prewett DVM 4524300
Dr Atkins or Thames @ Labahn 782 834 Jennifer Kennon 4848059

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

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

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

Drivers License Early 90's petty theft Date of Birth and absolutely forgiven for these

information will round check of all applicant

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

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
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Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 2-1-2012
 Name: Bodie Watcher Home Telephone: 479-646-4844
 Home Address: 3316 South 27 Work Telephone: 479-434-5350
 Zip: 72901 Email: b350hatch@corp.net

Occupation: Receptionist - Total Vein Care
 (If retired, please indicate former occupation or profession)

Education: High School Graduate - Some college

Professional and/or Community Activities: School involvement = 3 children
Church member Immaculate Conception / Christ the King

Additional Pertinent Information/References: ANIMAL LOVER / OWNER
All my life - Dogs, Cats, horses

Are you a registered voter in the City of Fort Smith? Yes No
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes NO
 If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration

Drivers License [Signature] Date of Birth [Signature]
 information will be (and check of all applicants)

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

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

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

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

Date: 1/27/12
 Name: Sherilyn Walton Home Telephone: 452-0146
 Home Address: 8818 Meandering Way Work Telephone: NONE
 Zip: 72903 Email: Kitylitter04@yahoo
 Occupation: Retired English teacher, Lavaca Middle School
 (If retired, please indicate former occupation or profession)
 Education: BSE, English UALR
 Professional and/or Community Activities: Book Lovers Club, Fort Smith Public library - beginning 2/14/12
 Additional Pertinent Information/References: see attached

Are you a registered voter in the City of Fort Smith? Yes No
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?

Yes NO
 If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License [Signature] Date of Birth [Signature]
 information will be [redacted] (and check of all applicants)

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

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

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

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

Date: Feb 8 2012
 Name: Shane Neely Home Telephone: 479-650-5781
 Home Address: 1809 Wellington Way Work Telephone: 479-646-6509
 Zip: 72908 Email: NEELYSL@kellyservices.com
 Occupation: District Mgr - Kelly Services
 (If retired, please indicate former occupation or profession)
 Education: WMAU. Kalamazoo, MI
 Professional and/or Community Activities: Chamber Board, Rotary Board, STRONG/WAARA Board member
 Additional Pertinent Information/References: Philip Merry, PAUL HARVEY, Christmas Honors

Are you a registered voter in the City of Fort Smith? Yes No
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes NO

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

Drivers License A  Date of _____ 

Birth _____ (T
 all applicants).

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

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



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: February 15, 2012

SUBJECT: Arkansas Fair and Exhibition Facilities Board

The term of Mr. Carl Davis of the Arkansas Fair and Exhibition Facilities Board will expire March 7, 2012. Mr. Davis is not interested in being reappointed to this board.

The applicant available at this time is:

Eugene E. Bruick 6817 Free Ferry Road

Appointments are **by the Mayor**. One appointment is needed; the term will expire March 7, 2017.

ARKANSAS FAIR AND EXHIBITION FACILITIES BOARD

The Arkansas Fair & Exhibition Facilities board authorizes the issuance of revenue bonds to finance fair and exhibition facilities; and prescribing other matters relating thereto.

The board is empowered, from time to time, to own, acquire, construct, reconstruct, extend, equip, improve, sell, lease, contract concerning or otherwise deal in or dispose of fair and exhibition facilities in the City, including the making of loans with respect thereto.

The Arkansas Fair & Exhibition Facilities Board shall consist of five persons to be appointed by the Mayor in accordance with the Act. The initial members shall serve for terms of one, two, three, four, and five-year terms.

	<u>Date Appointed</u>	<u>Term Expires</u>
Carl Davis Davis Iron & Metal 5701 Free Ferry Road #41 (03) 783-8931 (w) 452-8383 (h) carl@davisironmetal.com	03/07/00	03/07/12
Ken Pevehouse 3010 Beverly Dr (01) 782-1975 (h) 785-6062 (w)	03/18/03	03/07/13
Jeff Burks Manager 3301 Royal Scots Way (08) 629-8675 (h) 474-8036 (w) JeffBurks@Teamcpi.com	03/18/08	03/07/13
John R. Taylor Sterne, Agee & Leach, Inc. 2401 Crosshill Rd (03) 782-2527 (w) 646-8573 (h) JohnTaylor@sterneagee.com	03/07/00	03/07/14

John Ayers (chairman)
2307 Wedgewood Blvd (03)
648-8829 (h)
646-7891 (w)
jayers@weatherbarr.com

03/07/00

03/07/15

784-2430

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

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

Date: 1-19-2012

Name: EUGENE E. BRUICK

Home Telephone: 494-0680

Home Address: 6917 FREE FERRY RD. Work Telephone: 679-5818

Zip: 72903

Email: e.bruick@aol.com

Occupation: CEO - Harmon Corporation
(If retired, please indicate former occupation or profession)

Education: High school 12 grade

Professional and/or Community Activities: Bd Chamber of Commerce, Mercy FOUNDATION
4-H FOUNDATION, Kistler Treatment Center

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes No
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes NO

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

Drivers License [Signature] Date of Birth [Signature]
information will be (check of all applicants)

I am interested in serving on the (please check)

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

UNIVERSITY MICROFILMS INTERNATIONAL



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: February 15, 2012

SUBJECT: Electric Code Board of Appeals

The term of Mr. Charles Uerling of the Electric Code Board of Appeals will expire March 31, 2012. Mr. Uerling is interested in being reappointed to this board.

There are no other applicants available at this time.

Appointments are **by the Board of Directors**. One appointment is needed; the term will expire March 31, 2017.

Electric Code Appeals Board

The Electric Code Appeals Board has the authority to hear appeals from anyone who wishes to appeal the decision of the City official enforcing the City's Electrical Code. Upon hearing the appeal, the Board of Appeals may modify or reverse the interpretation of the electrical inspector.

The Board consists of five members who are qualified by experience and training to pass on matters pertaining to electrical installation and materials and who are actively engaged in a business related to the building industry, and two members who are citizens at large.

The members are appointed by the Board of Directors and serve five year terms. The Board meets on call.

	<u>Date Appointed</u>	<u>Term Expires</u>
Charles A. Uerling E D M Consulting Engineers P.O. Box 3290 (13-3290) 782-2127 (h)	03/18/97	03/31/12
Thomas F. McAllister Thomas Electric, Inc. 5505 Gordon Lane (03) 783-1019 (w)	03/16/93	03/31/13
Marvin Matlock Electrical Contractor 3211 South 32 Street (03) 646-5858 (h) 646-6083 (w)	04/20/04	03/31/14
Frank Glidewell Glidewell Electric 10409 Castleton (03) 452-2971(w) frankglidewell@yahoo.com	03/18/86	03/31/16
Tommy Hill Matlock Electric Company 3324 Vicksburg (03) 646-6083 (w) tommy@matlock-electric.com	03/15/11	03/31/16

Citizens at Large:

Jerald W. Walrod
2105 Garner Ln (01)
782-8600 (w)

03/15/05

03/31/13

Bill Kirk, P. E.
1514 North 57 Terrace (04)
452-0022 (h)

04/20/04

03/31/14

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

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

Date: 1-24-2012

Name: CHARLES A. UEHLING

Home Telephone: 479-782-2127

Home Address: 3406 OLD OAKS LANE Work Telephone: N/A CELL 479-651-6164

Zip: 72903

Email: CANDOUUEALING@YAHOO.COM

Occupation: ELECTRICAL ENGINEERING (RETIRED)
 (If retired, please indicate former occupation or profession)

Education: B.S. ELECT ENGR UNIV OF NEBRASKA

Professional and/or Community Activities: ROTARY, FORMER PLANNING COMM MEMBER, FORMER STATE BD - ELECTRICIAN LICENSING PD

Additional Pertinent Information/References: REGISTERED PROFESSIONAL ENGINEER (DANNY KING, LARRY NEWMAN)

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

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

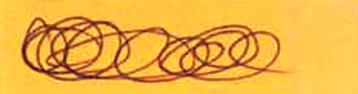
Yes NO

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

Drivers License AB
 information will be use



Date of Birth
 check of all applicants).



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

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



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: February 14, 2012

SUBJECT: Plumbing Advisory Board

The term of Mr. Charles Shank of the Plumbing Advisory Board will expire February 28, 2012. Mr. Shank is interested in being reappointed to this board.

There are no other applicants available at this time.

Appointments are **by the Board of Directors**. One appointment is needed; the term will expire February 28, 2016.

Plumbing Advisory Board

The Plumbing Advisory Board is authorized to serve the City in an advisory capacity in the formulation of rules and regulations regarding plumbing in the City; to hear appeals to the City's inspecting officials regarding plumbing and gas fitting codes and ordinances; to prepare and conduct examinations for the issuance of Fort Smith master and journeyman plumber's and gas fitter's license under certain conditions.

The Board consists of two licensed master plumbers, a licensed registered mechanical or sanitary engineer, a licensed registered architect, two citizens at large, and a designated representative of the Health Department of the City. With the exception of the Health Department representative who serves for an indefinite term, all other members are appointed by the **Board of Directors** for four-year terms.

The Plumbing Advisory Board supersedes the Plumbers Examining Board. The Board meets on call.

	<u>Date Appointed</u>	<u>Term Expires</u>
Jason Davis 3112 South 70 Street (03) 452-8600 Health Department	06/24/09	Indefinite
Charles L. (Woody) Shank 7205 South Q Street (03) Mechanical Contractor & Licensed Master Plumber 461-7556(c) 478-9339 (w)	04/07/92	02/28/12
Alan Q. Anderson Master Plumber 7221 Free Ferry (03) 461-0418 (h) 782-5059 (w) AlanAnderson@mellies.org	02/17/09	02/28/13
Herbert V. Davis 2908 Reeder (03) Professional Engineer 782-0474 (w)	02/18/86	02/28/14
Scott Hathaway 602 Garrison, Suite 800 (01) 452-8922 (w) 471-7688 (h) Architect	02/17/98	02/28/14

Plumbing Advisory Board continued-

Citizens at Large:

Jan Taylor Plumber 5203 Moody Dr (03) 484-0984 (h) 452-3142 (w)	03/15/05	02/28/14
Matthew Blaylock 9 Free Ferry North (03) 452-0879 (h) 782-3124 (w)	08/21/07	02/28/16

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

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

Date: 1/18/2012

Name: Charles L. Shank

Home Telephone: 479-478-9371

Home Address: 7205 South Q

Work Telephone: 479-478-9339

Zip: 72903

Email: woody@pomechinc.com

Occupation: Master Plumber/Mechanical Contractor
 (If retired, please indicate former occupation or profession)

Education: 2 1/2 years College

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

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

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

Yes NO

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

Drivers License XXXXXXXXXX

Date of Birth XXXXXXXXXX

information will

round check of all applicants

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

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



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: February 14, 2012

SUBJECT: Sebastian County Regional Solid Waste Management Board

The term of Mr. Chester Koprovic of the Sebastian County Regional Solid Waste Management Board has expired January 21, 2012. Mr. Koprovic is not interested in being reappointed.

There applicant available at this time is:

Andrew Galbach 9901 Butterfield Landing

Appointments are **by the Mayor confirmed by the Board of Directors**. One appointment is needed; the term will expire January 21, 2015.

Sebastian County Regional Solid Waste Management Board

The purpose of the District is the protection of the public health and the state's environmental quality through the development and maintenance of a solid waste district for Sebastian County and the municipalities of Barling, Bonanza, Central City, Fort Smith, Greenwood, Hackett, Hartford, Huntington, Mansfield, Midland, and Lavaca. Further, the District shall serve to address local agencies, needs and other requirements as are more clearly defined in Act 752 of 1991.

City appointments are by the Mayor subject to confirmation by the Board of Directors, for three-year terms. One city appointment shall consist of a representative of Fort Chaffee. County appointments are by the County Judge subject to confirmation of the Quorum Court. Meetings are quarterly on call.

	<u>Date Appointed</u>	<u>Term Expires</u>
<u>CITY APPOINTMENTS:</u>		
Chester Koprovic 9801 Wellington Wy (08) 646-1310 (h) 783-6962 (w)	04/20/04	01/21/12
Carl Davis Davis Iron & Metal P.O. Box 2796 (13-2796) 783-8931 (w) Fax: 783-0097	02/04/97	01/21/13
Director Kevin Settle 10904 Cork Court (08) 648-2872 (h)	01/16/07	01/21/13
Bruce D. King 1712 Houston Street (01) 806-5386 (h) (479) 573-2809 (w)	03/16/10	01/21/14
Sandy Sanders, Mayor P.O. Box 1908 (02) 784-2437	01/04/11	01/21/15

Date
Appointed

Term
Expires

COUNTY APPOINTMENTS:

Rick Altes (Vacant)
Businessman
P.O. Box 10
Greenwood, AR 72936
996-4455

06/15/99

01/21/11

Judge David Hudson
Sebastian County Courthouse (1)
783-6139

01/21/98

01/21/13

Glen Hurt, Mayor
P. O. Box 476
Mansfield, AR 72944
479-928-5552
479-928-4572 (f)

08/20/02

01/21/14

FORT CHAFFEE REPRESENTATIVE:

Major Ron Gibby
US Army Garrison ATZR-ZF
Fort Chaffee, AR 72905-5000
484-3165

01/17/06

01/21/14

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

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

(Andy)
 Name: Andrew Galbach Date: 1-23-12
 Home Address: 9901 Butterfield Landing Home Telephone: 479-414-4988
 Zip: 72903 Work Telephone: 479-649-0894
 Email: Andy@Apfab.net
 Occupation: Manufacturing - sheet metal
 (If retired, please indicate former occupation or profession)
 Education: Some College
 Professional and/or Community Activities: Nationwide Volunteer Coordinator
 Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes No
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes NO

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

Drivers License XXXXXXXXXXXX Date of Birth XXXXXXXXXX
 information will be u check of all applicants)

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

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



Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Steve Tyler

Ward 2 – Andre’ Good

Ward 3 – Don Hutchings

Ward 4 – George Catsavis

At Large Position 5 – Pam Weber

At Large Position 6 – Kevin Settle

At Large Position 7 – Philip H. Merry Jr.

AGENDA ~ SUMMARY
Fort Smith Board of Directors
Regular Meeting
February 21, 2012 ~ 6:00 P.M.
Fort Smith Public Schools Service Center
3205 Jenny Lind Road

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

All present

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

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

Information available by viewing the meeting minutes on the City website

APPROVE MINUTES OF THE FEBRUARY 7, 2012 REGULAR MEETING AND FEBRUARY 16, 2012 SPECIAL MEETING

Unanimously approved as written

ITEMS OF BUSINESS:

1. Ordinance amending Ordinance No. 101-11 to realign boundaries of Wards 1 and 4
Approved 7 in favor, 0 opposed / Ordinance No. 15-12
2. Ordinance amending the Unified Development Ordinance
Approved 7 in favor, 0 opposed / Ordinance No. 16-12
3. Ordinance amending Chapter 19, Article III, Sections 61 – 73 of the Fort Smith Municipal Code (*Historic Preservation*)
Approved 7 in favor, 0 opposed / Ordinance No. 17-12

4. Consent Agenda

- A. Resolution approving a convention center lease agreement with the Fort Smith Advertising and Promotion Commission
Approved 7 in favor, 0 opposed / Resolution No. R-34-12
- B. Resolution approving a tolling agreement with the United States Department of Justice relating to wet weather sanitary sewer work
Approved 7 in favor, 0 opposed / Resolution No. R-35-12
- C. Resolution authorizing Change Order No. 1 to the contractor for the restoration and stabilization of the building at 800 North 9th Street (\$4,875.00 decrease / Planning Department / Budgeted – General Fund)
Approved 7 in favor, 0 opposed / Resolution No. R-36-12
- D. Resolution accepting completion of and authorizing final payment for the restoration and stabilization of the building at 800 North 9th Street (\$17,436.00 / Planning Department / Budgeted – General Fund)
Approved 7 in favor, 0 opposed / Resolution No. R-37-12
- E. Resolution authorizing a time extension for the construction of Street Overlays / Reconstruction, Project No. 11-03-B
Approved 7 in favor, 0 opposed / Resolution No. R-38-12
- F. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays / Reconstruction, Project No. 11-03-B (\$114,887.44 / Engineering Department / Budgeted - Sales Tax Program Fund)
Approved 7 in favor, 0 opposed / Resolution No. R-39-12
- G. Resolution authorizing Change Order Number One for the construction of Mill Creek Drainage Improvements, Project No. 05-06-C (\$7,187.61 / Engineering Department / Budgeted - Sales Tax Program Fund)
Approved 7 in favor, 0 opposed / Resolution No. R-40-12
- H. Resolution accepting completion of and authorizing final payment for the construction of Mill Creek Drainage Improvements, Project No. 05-06-C (\$26,712.89 / Engineering Department / Budgeted - Sales Tax Program Fund)
Approved 7 in favor, 0 opposed / Resolution No. R-41-12
- I. Resolution of the Board of Directors of the City of Fort Smith urging the Department of the Air Force and the Department of Defense to retain the 188th Fighter Wing in Fort Smith, Arkansas
Approved 7 in favor, 0 opposed / Resolution No. R-42-12

- J. Ordinance authorizing the purchase of evidence tracking software upgrade for use by the Fort Smith Police Department (\$53,802.00 / Police Department / Not Budgeted – Federal Asset Forfeiture Funds)
Approved 7 in favor, 0 opposed / Ordinance No. 18-12
- K. Resolution accepting a special warranty deed from the Fort Chaffee Redevelopment Authority for property associated with proposed Fire Station No. 11
Approved 7 in favor, 0 opposed / Resolution No. R-43-12

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

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

Information available by viewing the meeting minutes on the City website

EXECUTIVE SESSION

Appointments: **ANIMAL SERVICES ADVISORY BOARD**

Veterinarian Member:

Mike Thames
Term expires February 21, 2014

Business Member:

Amanda Heim
Term expires February 21, 2013

Non-Profit Member:

Joan Bryant
Terms expires February 21, 2013

Citizens:

Sherilyn Walton
Tammy Trouillon
Terms expire February 21, 2014

Nichole Morgan
Carole Hutton
Terms expire February 21, 2015

ARKANSAS FAIR AND EXHIBITION FACILITIES BOARD

Eugene E. Bruick
Term expires March 7, 2017

ELECTRIC CODE BOARD OF APPEALS

Charles Uerling (reappointment)

Term expires March 31, 2017

PLUMBING ADVISORY BOARD

Charles Shank (reappointment)

Term expires February 28, 2016

**SEBASTIAN COUNTY REGIONAL SOLID WASTE
MANAGEMENT BOARD**

Andrew Galbach

Term expires January 21, 2015

CITIZENS FORUM ~ presentation of information by citizens ~ an opportunity for citizens to present matters to the Mayor and Board of Directors which involve the city government and are not directly related to items considered on the agenda for this meeting. Presentations are limited to 2 minutes for each citizen

(Section 2-44(b) of Ordinance No. 24-10)

Information available by viewing the meeting minutes on the City website

ADJOURN

7:24 p.m.

MINUTES OF BOARD OF DIRECTORS REGULAR MEETING

TUESDAY ~ FEBRUARY 21, 2012 ~ 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 Director Don Hutchings, followed by the Pledge of Allegiance. On roll call the following members of the Board were present: Directors Steve Tyler, Andre' Good, Don Hutchings, George Catsavis, Pam Weber, Kevin Settle and Philip 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. Several items were presented as follows:

1. Merry, seconded by Weber, moved that an item be placed on an upcoming study session to review options to publicly convey tethering is prohibited in the city.
2. Merry, seconded by Tyler, moved that an item be placed on an upcoming study session to discuss the task definition for the Animal Services Advisory Board.
3. Merry, seconded by Catsavis, moved that an item be placed on an upcoming study session to discuss the creation of a customer satisfaction survey for development services.
4. Merry, seconded by Settle, moved that an item be placed on an upcoming study session to discuss the City's position regarding the proposed Severance Tax in the State of Arkansas.

The minutes of the February 7, 2012 regular meeting and February 16, 2012 special meeting were presented for approval. Settle, seconded by Weber, moved approval of the minutes as written. The members all voting aye, the Mayor declared the motion carried.

With regard to the time limit policy for persons wishing to address the Board, the

February 21, 2012 Regular Meeting

Mayor communicated that five (5) minutes per side would be granted for controversial items with three (3) minutes for rebuttal per side. Two (2) minutes will be allotted for consent agenda items and for those participating in the citizens forum.

Item No. 1 was an ordinance amending Ordinance No. 101-11 to realign boundaries of Wards 1 and 4.

Administrator Gosack briefed the Board on the item advising such is per the request of the Sebastian County Board of Election Commissioners and County Clerk. The purpose of their request is to realign the ward boundaries to coincide with the boundary of a voting precinct that was redrawn in the 2011 redistricting process and inadvertently encompassed two city wards. The instance requires two (2) different ballots to be provided in one (1) voting precinct and causes difficulty for election officials. Upon approval, such will relocate 240 residents from Ward 1 to Ward 4 and increases the largest variance between wards from 3.08% to 5.18%. State law requires no greater than 15% imbalance between wards; therefore, the proposed realignment is well within the reasonable tolerances.

Hutchings, seconded by Tyler, 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 No. 15-12.

Item No. 2 was an ordinance amending the Unified Development Ordinance of the City of Fort Smith.

Administrator Gosack briefed the Board on the item as presented at the February

February 21, 2012 Regular Meeting

14, 2012 study session. The Planning Commission held a special meeting and public hearing on February 2, 2012 with no individual present to speak in opposition to the proposed amendments designated as "February 2012 Amendments to the Unified Development Ordinance". The Planning Commission approved the amendments by a vote of nine (9) in favor and zero (0) opposed.

Good, 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 Good, moved adoption of Section 3 the emergency clause. The members all voting affirmatively, the Mayor declared the motion carried and the ordinance and emergency clause were adopted and given No. 16-12.

Item No. 3 was an ordinance for the purpose of amending the provisions of Chapter 19, Article III of the Fort Smith Code of Ordinances regarding the Fort Smith Historic District and for other purposes.

Administrator Gosack briefed the Board on the item advising the proposed amendments add consistency to the Unified Development Ordinance, assists residents in expediting some projects by allowing staff approval for some projects, allow property owners more time to start a project, and address the mandatory meeting schedule of the Historic District Commission. The Historic District Commission have reviewed the proposed amendments and recommend approval.

Tyler, seconded by Weber, moved adoption of the ordinance. The motion included

February 21, 2012 Regular Meeting

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 No. 17-12.

The Consent Agenda (Item No. 4) was introduced for consideration, the items being as follows:

- A. Resolution approving a convention center lease agreement with the Fort Smith Advertising and Promotion Commission
- B. Resolution approving a tolling agreement with the United States Department of Justice relating to wet weather sanitary sewer work
- C. Resolution authorizing Change Order No. 1 to the contractor for the restoration and stabilization of the building at 800 North 9th Street (*\$4,875.00 decrease / Planning Department / Budgeted - General Fund*)
- D. Resolution accepting completion of and authorizing final payment for the restoration and stabilization of the building at 800 North 9th Street (*\$17,436.00 / Planning Department / Budgeted - General Fund*)
- E. Resolution authorizing a time extension for the construction of Street Overlays / Reconstruction, Project No. 11-03-B
- F. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays / Reconstruction, Project No. 11-03-B (*\$114,887.44 / Engineering Department / Budgeted - Sales Tax Program Fund*)
- G. Resolution authorizing Change Order Number One for the construction of Mill Creek Drainage Improvements, Project No. 05-06-C (*\$7,187.61 / Engineering Department / Budgeted - Sales Tax Program Fund*)

February 21, 2012 Regular Meeting

- H. Resolution accepting completion of and authorizing final payment for the construction of Mill Creek Drainage Improvements, Project No. 05-06-C (\$26,712.89 / *Engineering Department / Budgeted - Sales Tax Program Fund*)
- I. Resolution of the Board of Directors of the City of Fort Smith urging the Department of the Air Force and the Department of Defense to retain the 188th Fighter Wing in Fort Smith, Arkansas
- J. Ordinance authorizing the purchase of evidence tracking software upgrade for use by the Fort Smith Police Department (\$53,802.00 / *Police Department / Not Budgeted - Federal Asset Forfeiture Funds*)
- K. Resolution accepting a special warranty deed from the Fort Chaffee Redevelopment Authority for property associated with proposed Fire Station No. 11

Regarding Item No. 4A, the following individual was present to address the Board:

- E. A. Mayo
Fort Smith, Arkansas

Re: Provided a definition of “critical thinking” and spoke in opposition to the item.

Director Catsavis inquired if the current amount of funding to the convention center will be adjusted in future years.

Administrator Gosack confirmed such and clarified that funding will be adjusted annually depending on the convention center revenues and expenditures. Any change in funding must be approved by the Board via adoption of the City’s budget.

With regard to Item No. 4B, Director Catsavis questioned the worst case scenario if the City does not continue wet weather sanitary sewer improvements.

Administrator Gosack advised the United States Department of Justice could force

February 21, 2012 Regular Meeting

the City into a more strict and definitive compliance schedule, impose fines and penalties, require rate adjustments, take over City operations of the sanitary sewer system or impose a moratorium on sewer connections.

Merry, seconded by Hutchings, moved adoption of all consent agenda items. The members all voting affirmatively, the Mayor declared the motion carried and the ordinance and resolutions were adopted with the ordinance given No. 18-12 and the resolutions numbered R-34-12 through R-43-12 respectively.

Regarding adoption of Item No. 4I and at the request of Mayor Sanders, the following individual addressed the Board of Directors:

- Colonel Mark Berry
National Guard 188th Fighter Wing

Re: Expressed much appreciation to the Board for adoption of the resolution citing he is "very proud the City is fighting for the 188th".

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

- ▶ Director Merry

Re: Expressed much appreciation to all residents serving on boards, commissions and task forces.

- ▶ Director Weber

Re: Reminded all that Beautify Fort Smith will meet at 12:00 Noon, February 22 at Creekmore Park to discuss participation in an April event to clear litter throughout the city.

An executive session was held and after reconvening, Mayor Sanders announced the following appointment nominations:

February 21, 2012 Regular Meeting

ANIMAL SERVICES ADVISORY BOARD

Veterinarian Member:

Mike Thames

Term expires February 21, 2014

Business Member:

Amanda Heim

Term expires February 21, 2013

Non-Profit Member:

Joan Bryant

Terms expires February 21, 2013

Citizens:

Sherilyn Walton

Tammy Trouillon

Terms expire February 21, 2014

Nichole Morgan

Carole Hutton

Terms expire February 21, 2015

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Term expires March 7, 2017

ELECTRIC CODE BOARD OF APPEALS

Charles Uerling (*reappointment*)

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PLUMBING ADVISORY BOARD

Charles Shank (*reappointment*)

Term expires February 28, 2016

SEBASTIAN COUNTY REGIONAL SOLID WASTE MANAGEMENT BOARD

Andrew Galbach

Term expires January 21, 2015

Merry, seconded by Tyler, moved acceptance of all appointment nominations. The members all voting aye, the Mayor declared the motion carried.

Regarding the Animal Services Advisory Board, Mayor Sanders further announced

February 21, 2012 Regular Meeting

the Board requested the membership be reduced from nine (9) to seven (7) members; therefore, an ordinance authorizing same is anticipated to be presented for consideration at the next regular meeting.

With regard to the time limit policy for persons wishing to address the Board in the Citizens Forum, Mayor Sanders communicated that two (2) minutes will be allotted to each person wishing to speak.

Mayor Sanders opened the Citizens Forum with the following individuals present to address the Board:

- E. A. Mayo
Fort Smith, Arkansas

- Re:
1. Reiterated opposition to the lease agreement with the Advertising and Promotion Commission for operation of the convention center (Item No. 4A).
 2. Expressed discontent with the City's budget.

There being no further business to come before the Board, Merry moved that the meeting adjourn. The motion was seconded by Settle and the members all voting aye, the Mayor declared the motion carried, and the meeting stood adjourned at 7:24 p.m.

APPROVED:


MAYOR

ATTEST:


CITY CLERK