

**MAYOR**

George B McGill

**ACTING CITY  
ADMINISTRATOR**

Jeff Dingman

**CITY CLERK**

Sherri Gard

**BOARD OF DIRECTORS**

Ward 1 - Jarred Rego

Ward 2 - Andre' Good

Ward 3 - Lee Kemp

Ward 4 - George Catsavis

At-Large Position 5 - Christina Catsavis

At-Large Position 6 - Kevin Settle

At-Large Position 7 - Neal Martin

---

---

# AGENDA

**Fort Smith Board of Directors**

**REGULAR MEETING**

**September 2, 2025 ~ 6:00 p.m.**

**Blue Lion**

**101 North 2nd Street**

**Fort Smith, Arkansas**

**THIS MEETING IS BEING TELECAST LIVE ON THE  
CITY OF FORT SMITH GOVERNMENT ACCESS CHANNEL (COX CHANNEL 214)  
AND ONLINE AT THE FOLLOWING LINK:**

[https://fortsmithar.granicus.com/ViewPublisher.php?view\\_id=1](https://fortsmithar.granicus.com/ViewPublisher.php?view_id=1)

**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**

**APPROVE MINUTES OF THE AUGUST 19, 2025 REGULAR MEETING**

**ITEMS OF BUSINESS**

1. Ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map (*Master Land Use Plan: Office, Research, and Light Industrial to Mixed Use Residential / Rezoning: Industrial Light (I-1) to Transitional (T) at 1400 and 1404 South 11th Street*) (*Planning & Zoning*)
2. Ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map (*Master Land Use Plan: Residential Detached to Mixed Use Residential / Rezoning: Industrial Light (I-1) to Residential Single Family Duplex - High Density (RSD-4) at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33rd Street*) (*Planning & Zoning*)

3. Ordinance amending Section 2-182(d) of the Fort Smith Municipal Code (*Professional Services*) (*City Administrator*)
4. Ordinance declaring an exceptional situation; waiving the requirements of competitive bidding and authorizing the conveyance of real property located at 1801 South 74th Street to Methodist Village, Inc.; and, for other purposes ~ *Discussed at the August 12, 2025 study session* ~ (*City Administrator*) ♦
5. Resolution confirming appointment and employment of a Director of Internal Audit and authorizing the Mayor to execute an at-will employment agreement ~ *Resolution placed on agenda by Directors Andre' Good, Lee Kemp, Christina Catsavis, and Neal Martin at the August 12, 2025 special meeting* ~ (*Human Resources*)
6. Items resulting from the Board of Directors Strategic Workshop on Friday, August 22, 2025: (*City Administrator*)
  - 6A. Resolution approving the 2025-2026 Strategic Priorities for the City of Fort Smith (*City Administrator*) ♦
  - 6B. Resolution repealing Resolution No. R-1-24 and adopting a Mission Statement for the City of Fort Smith (*City Administrator*)
  - 6C. Resolution repealing Resolution No. R-2-24 and adopting a Vision Statement and Value Statements for the City of Fort Smith (*City Administrator*)
7. Consent Agenda
  - 7A. Resolution authorizing the Mayor to enter into intergovernmental agreement with the Fort Smith School District (*City Administrator*)
  - 7B. Resolution approving and authorizing the City Administrator to execute an agreement with Baker Tilly Advisory Group, LP for risk assessment services for the Water and Sewer Department and terminating the previous agreement for services with Baker Tilly Advisory Group, LP ~ *Requested at the August 19, 2025 regular meeting* ~ (*Finance*)
  - 7C. Resolution accepting bids for the purchase of water and wastewater chemicals for 2025-2026 (*Annual Bid / Budgeted / Various Departments*) (*Finance*)
  - 7D. Ordinance declaring an exceptional situation and waiving the requirements of competitive bidding for the purchase of liquid chlorine for 2025-2026 for the Water Utilities Department (*Annual Bid / Budgeted / Various Departments*) (*Finance*)
  - 7E. Ordinance declaring an exceptional situation and waiving the requirements of competitive bidding for the purchase of potassium permanganate for 2025-2026 for the Water Utilities Department (*Annual Bid / Budgeted / Various Departments*) (*Finance*)
  - 7F. Resolution approving and authorizing the first amendment to land lease agreement with American Towers, LLC (*Finance*)



- 7G. Resolution authorizing Change Order No. 1 for a time extension for the 2024 Street Overlays/Reconstruction, Phase D, Project No. 24-03-D (*Time only - additional 24 days*) (*Engineering*) ♦
- 7H. Resolution accepting completion of and authorizing final payment for the 2024 Street Overlays/Reconstruction, Phase D, Project No. 24-03-D (\$605,861.17 / *Budgeted / Engineering - Sales Tax Program*) (*Engineering*) ♦

**OFFICIALS FORUM - presentation of information requiring no official action**

- Mayor
- Directors
- City Administrator

**ADJOURN**



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**FROM:** Maggie Rice, Deputy City Administrator  
**DATE:** August 22, 2025  
**SUBJECT:** Master Land Use Plan Amendment #7-8-25 from Office, Research, and Light Industrial to Mixed Use Residential, Rezoning #18-8-25 from Industrial Light (I-1) to Transitional (T) at 1400 and 1404 South 11<sup>th</sup> Street

### **SUMMARY**

On August 12, 2025, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications.

The property, containing an area of 0.32 acres, is located on the southwest corner of South M Street and South 11<sup>th</sup> Street. The proposed Master Land Use Plan Amendment to Mixed Use Residential and zoning to Transitional (T) allows for the construction of two duplexes on individual lots.

A neighborhood meeting was held on July 31, 2025. No neighboring property owners were in attendance.

At the Planning Commission meeting, Mr. Brandon Woodrome was present to represent these applications. There were none present to speak in favor or opposition of the items.

The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map.

Please contact me if you have any questions.

### **ATTACHMENTS**

1. [Ordinance \(10\).pdf](#)
2. [Backup 1400 and 1404 S 11 Street.pdf](#)

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

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

---

**WHEREAS**, the City Planning Commission has held a public hearing to consider request No. 7-8-25 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on August 12, 2025, that said change be made; and,

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

**WHEREAS**, the City Planning Commission has heretofore held a public hearing to consider request No. 18-8-25 to rezone certain property, and, having considered said request, recommended on August 12, 2025, that said change be made;

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

**SECTION 1:** The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Office, Research, and Light Industrial to Mixed Use Residential and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

Lots 11 & 12; Block 6, Ayers Lots

more commonly known as 1400 and 1404 South 11<sup>th</sup> Street.

**SECTION 2:** The real property described in Section 1 is hereby rezoned from Industrial Light (I-1) to Transitional (T).

**SECTION 3:** It is hereby found and determined that the adoption of the amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

Approved as to form:



\_\_\_\_\_  
Publish One Time

**PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT**

**AGENDA**

**BLUE LION DOWNTOWN, 101 N 2<sup>ND</sup> ST**

**AUGUST 12, 2025**

**5:30 P.M**

**DRAFT – MINUTES**

**11. Variance #19-8-25 – A request by Woodrome Holdings, LLC, owner, from 20 ft to 13 ft exterior side yard setback in a proposed Transitional (T) zone at 1400 South 11<sup>th</sup> Street.**

Chairman McCaffrey introduced items 11, 12, 13, and 14 as companion items. Ms. Rahmani delivered the staff report indicating the subject property was located on the southwest corner of South M Street and South 11<sup>th</sup> Street. She said approval of the items would facilitate the construction of two (2) duplexes on individual lots.

Mr. Brandon Woodrome was present to represent the items. There were none present to speak in favor or opposition of the items.

Chairman McCaffrey called for a motion on item 11. Commissioner Hanna moved, seconded by Commissioner Tyler, to approve with staff comments.

Chairman McCaffrey called for a vote on item 11. The vote was eight (8) in favor and zero (0) opposed.

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

**12. Master Land Use Plan Amendment #7-8-25 – A request by Woodrome Holdings, LLC, owner, for a master land use plan amendment from Office, Research, and Light Industrial to Mixed Use Residential in a proposed Transitional (T) zone at 1400 and 1404 South 11<sup>th</sup> Street.**

Chairman McCaffrey called for a motion on item 12. Commissioner Hanna moved, seconded by Commissioner Tyler, to approve with staff comments.

Chairman McCaffrey called for a vote on item 12. The vote was eight (8) in favor and zero (0) opposed.

**13. Rezoning #18-8-25 – A request by Woodrome Holdings, LLC, owner, for a zone change from Industrial Light (I-1) to Transitional (T) at 1400 and 1404 South 11<sup>th</sup> Street.**

Chairman McCaffrey called for a motion on item 13. Commissioner Wilson moved, seconded by Commissioner Tyler, to approve with staff comments.

Chairman McCaffrey called for a vote on item 13. The vote was eight (8) in favor and zero (0) opposed.

**14. Development Plan #15-8-25 – A request by Woodrome Holdings, LLC, owner, for two duplexes on individual lots in a proposed Transitional (T) zone at 1400 and 1404 South 11<sup>th</sup> Street.**

Chairman McCaffrey called for a motion on item 14. Commissioner Wilson moved, seconded by Commissioner Tyler, to approve with staff comments.

Chairman McCaffrey called for a vote on item 14. The vote was eight (8) in favor and zero (0) opposed.



## Master Land Use Plan Amendment

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** August 12, 2025

**Re:** Master Land Use Plan Amendment ##7-8-25 – A request by Woodrome Holdings, LLC, owner, for a Master Land Use Plan amendment from Office, Research, and Light Industrial to Mixed Use Residential in a proposed Transitional (T) zone at 1400 and 1404 South 11th Street.

The Planning Department is in receipt of an application from Woodrome Holdings, LLC, owner, to amend the Master Land Use Plan map from Office, Research, and Light Industrial to Mixed Use Residential to accommodate a proposed Transitional (T) zoning request. The subject property is on the southwest corner of South M Street and South 11<sup>th</sup> Street. The tract contains an area of 0.32 acres with 100 feet of street frontage along South 11th Street and 140 feet of street frontage along South M Street.

The property is currently zoned Industrial Light (I-1). A companion zoning application requests a Transitional (T) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with the companion application.

### **ADJACENT LAND USE CLASSIFICATIONS AND USES**

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

Direction	Land use	MLUP Classification
North	Auto Body and Paint Shop	Office, Research, and Light Industrial
East	Church	General Commercial
South	Single Family Residence	General Commercial
West	Single Family Residence	General Commercial

## **PROPOSED MASTER LAND USE PLAN**

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

It is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

### **Characteristics and Use:**

#### **Criteria for Designation:**

#### **Compliance Noted**

- |                                                                                                   |            |
|---------------------------------------------------------------------------------------------------|------------|
| • Within redevelopment and revitalization areas transitioning out of industrial land use          | <b>YES</b> |
| • A planned mixed-use development (PUD), or as a complement to an existing area of mixed land use | <b>YES</b> |

## **MASTER LAND USE PLAN**

The Master Land Use Plan currently classifies the site as Office, Research and Light Industrial. This classification is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

## **MASTER STREET PLAN CLASSIFICATION**

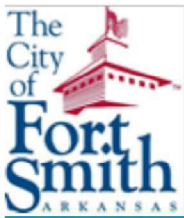
The Master Street Plan classifies South 11<sup>th</sup> Street and South M Street as local roads.

## **NEIGHBORHOOD MEETING**

A neighborhood meeting was held on July 31, 2025, at 5:30 pm on site. No neighboring property owners attended the meeting.

## **STAFF RECOMMENDATIONS**

Staff recommends approval subject to approval.



Application updated May 2022

## MLUP Application

### MASTER LAND USE PLAN APPLICATION

☒ Minor Amendment    ☐ Standard Amendment    ☐ Major Amendment

*(See Section 27-328-5 C. (Criteria))*

☒ Request to Amend Map    ☐ Request to Amend Text

#### APPLICATION:

Indicate one contact person for this request:  
Representative ☐

☒ Applicant

*Applicant (person making request):*  
*etc.):*

Name: Whitney Martinez & Brandon Woodrome  
E-mail: whitney.novus.llc@gmail.com  
Address: 584 Brooklyn Rd. Branch, AR 72928

*Representative (engineer, surveyor, realtor,*

Name: Woodrome Holdings  
E-mail: brandon.woodrome@Gmail.com  
Address: 584 Brooklyn Rd. Branch, AR 72928

Phone: 479-739-8672

Phone: 479-650-3430

Fax: N/A

Fax: N/A

Site Address / Location: Lots 11 & 12; South 11th Street (1400 A&B and 1404 A&B)

Surrounding Property

Current Land Use:

North Office, Research, and Light industrial

South General Commercial

East General Commercial

West General Commercial

Current MLUP Classification: **Office, Research, & Light Industrial**

Requested MLUP Classification: **Mixed-Use-Residential**

Existing MLUP Classification:

North **Office, Research, and Light Industrial**

South **General Commercial**

East **General Commercial**

West **General Commercial**

Existing Zoning Classification:

North **I-1 Industrial Light**

South **T Transitional**

East **T Transitional**

West **T Transitional**

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

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

Roads currently have minimal traffic. There will be no driveways attached to the either of the main roads adjacent to the property. Access to the property will be through the ally behind the property.

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

Water and Sewer services are located near both lots of the property. Contractor will be able to tie in to existing lines. Access to fire and police are also available without any foreseeable problems.

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

There will only be one duplex located on each lot - 2 units per lot. Combined these two lots represent 0.16 acres each and therefore have a proposed build out desnity of 12.5 units per acre. The maximum potential build-out desnity permitted by the proposed land use is 6 units per acre.

7. Identify any known or anticipated environmental concerns:

There are no known or anticipated environmental concerns at this time.

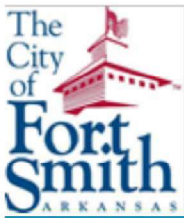
**For a Standard or Major Master Land Use Plan Amendment only,** please attach the following additional information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

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

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

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





Application updated May 2022

## MLUP Application

### Certification

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

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

Brandon Woodrome

Signature (Agent/Owner)

7/17/2025

Date

---

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

---

**Submit**

NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.

INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.

**From:** [Whitney Martinez](#)  
**To:** [Rahmani, Sara](#)  
**Subject:** 11th Street Neighborhood Meeting  
**Date:** Friday, August 1, 2025 2:00:40 PM

---

**\*\*CAUTION: EXTERNAL-EMAIL This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. \*\***

Good Afternoon,

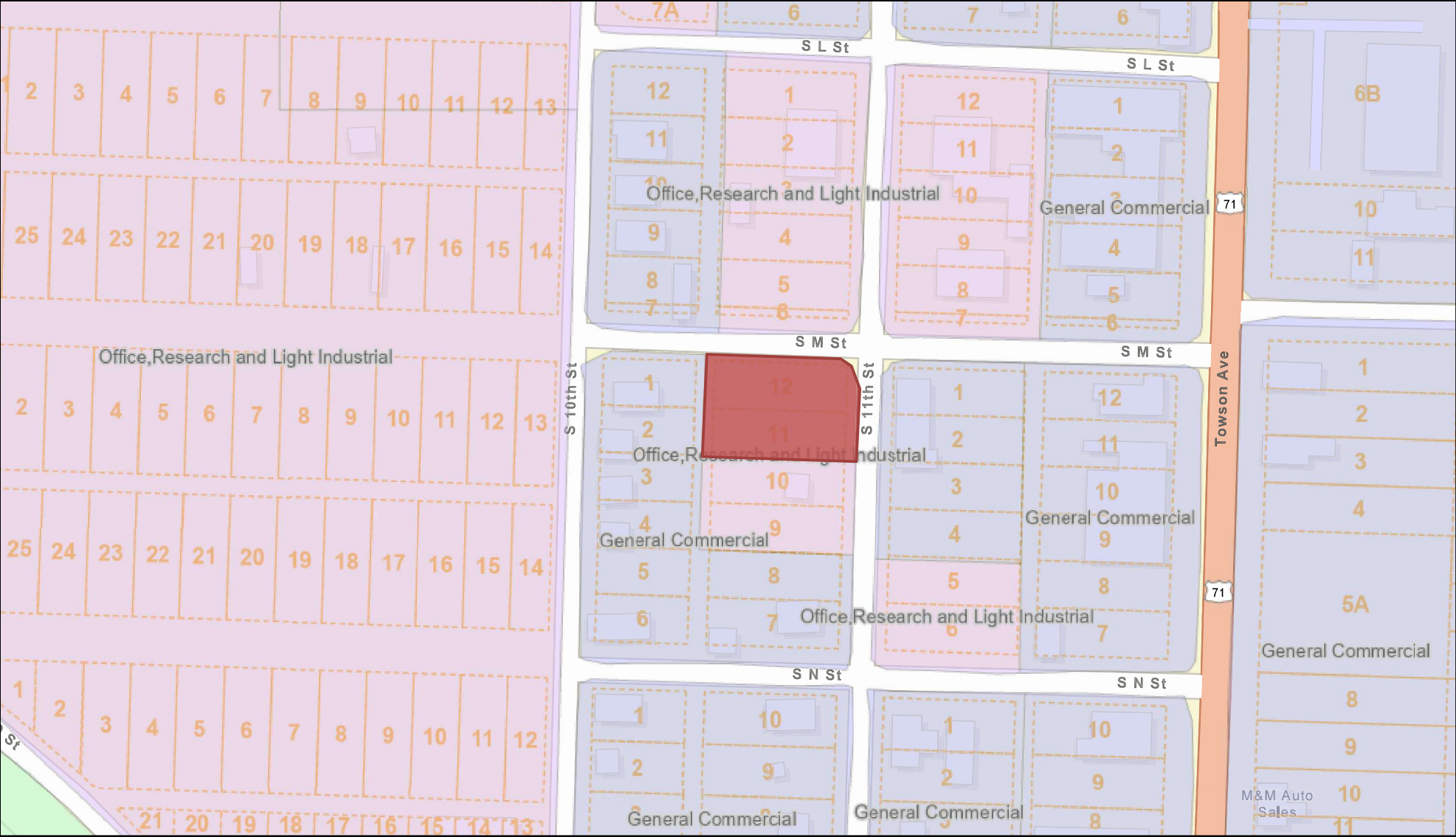
Yesterday at 5:30 pm we held a neighborhood meeting for the rezone at 11th Street. No neighbors showed up to this meeting and the only people in attendance was myself (Whitney Martinez), Brandon Woodrome, and you (Sara Rahmani).

There was no one present to argue for or against except for ourselves.

Thank you!



Master Land Use Plan Amendment #7-8-25 – A request by Woodrome Holdings, LLC, owner, for a master land use plan amendment from Office, Research, and Light Industrial to Mixed Use Residential in a proposed Transitional (T) zone at 1400 and 1404 South 11th Street.



7/25/2025, 2:36:03 PM

Land Use

- General Commercial
- Office, Research and Light Industrial
- Open Space
- Residential Detached
- Subdivisions

1:2,065

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.09 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, City Planning Department, Fort Smith GIS staff.



**Fort Smith  
Planning Commission**

**Item Number: Rezoning #18-8-25**

**Hearing Date: August 12, 2025**

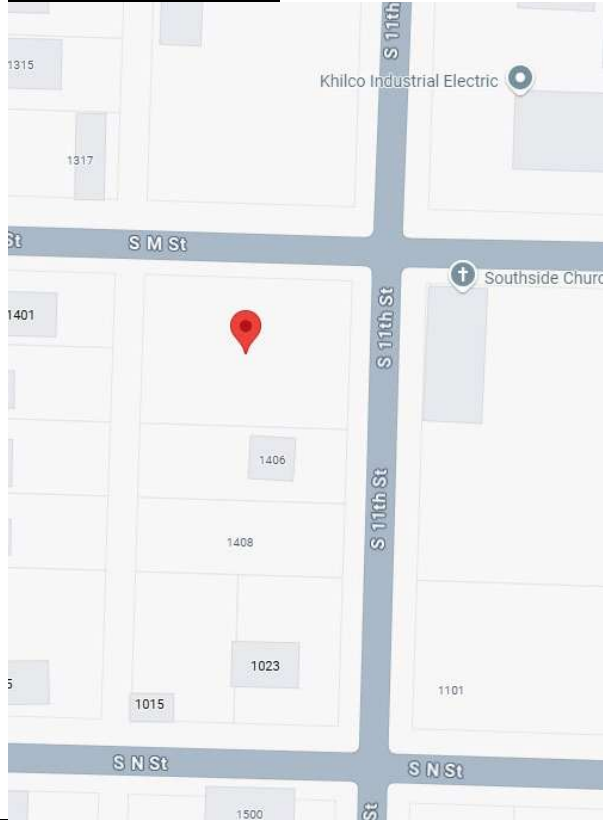
**Report Prepared by:**

Planning Staff

**Owner and Applicant Information:**

Applicant and Owner: Woodrome Holdings, LLC

**Location Map:**



**Applicant Proposal:**

Address: 1400 Units A&B, 1404 Units A&B South 11th

Present Use: Undeveloped

Summary: A zone change from Industrial Light (I-1) to Transitional (T) to allow for two (2) duplexes on individual lots.

Total Tract Size: 0.32 Acres

Location: Southwest corner of South M Street and South 11<sup>th</sup> Street

**Existing Zoning:**

I-1

**Master Land Use Plan:**

Office, Research and Light Industrial

**Staff Recommends:**

Approval

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** August 12, 2025

**Re:** Rezoning #18-8-25 – A request by Woodrome Holdings, LLC, owner, for a zone change from Industrial Light (I-1) to Transitional (T) at 1400 and 1404 South 11<sup>th</sup> Street.

## **PROPOSED ZONING**

Approval of the zone change and companion applications will allow for the construction of two duplexes on individual lots.

## **LOT LOCATION AND SIZE**

The subject property is on the Southwest corner of South M Street and South 11<sup>th</sup> Street. The tract contains an area of 0.32 acres with 100 feet of street frontage along South 11<sup>th</sup> Street and 140 feet of street frontage along South M Street.

## **REQUESTED ZONING**

The requested zoning on this tract is Transitional (T).  
Characteristics of this zone are as follows:

### **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 Attached, Institutional, Neighborhood Commercial and General Commercial categories of the Master Land Use Plan.

### **Permitted Uses:**

Single family detached, duplexes, family group home, retirement housing, bridal shop, banking establishments and offices are examples of permitted uses.

### **Conditional Uses:**

Assisted living, bed & breakfast inn, utility substation, country club, park or playground, college, library, primary and secondary school, business professional schools, fire and rescue station, emergency response station, police substation, diagnostic laboratory testing facility, hospital, daycare homes, substance abuse treatment facility, senior citizen center and churches are examples of uses permitted as conditional uses.

### **Area and Bulk Regulations:**

Minimum Lot Size – 5,000 square feet	Maximum Height - 35 feet (1+1)
Maximum Lot Size – 40,000 square feet	Maximum Lot Coverage - 65%
Minimum Lot Width at Building Line – 50 feet	
Minimum Street Frontage – 50 feet	
Front Yard Setback - 20 feet	
Side Yard on Street Side of Corner Lot - 20 feet	
Side Yard Setback – 5 feet	
Rear Yard Setback - 10 feet	
Minimum building separation – 10 feet (residential), non residential to be determined by current City building and fire code.	

### **EXISTING ZONING**

The existing zoning on this tract is Industrial Light (I-1).  
Characteristics of this zone are as follows:

#### **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.

#### **Permitted Uses:**

Auto and boat related businesses, a wide variety of retail businesses, indoor flea market, pawnshop, financial services, offices, bar or tavern, restaurant, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

#### **Conditional Uses:**

Homeless shelter, truck stop, outdoor flea market, beer garden, restaurant with outdoor dining, pet cemetery, animal food processing, petroleum distribution facility, bus station, recycling center, sports complex, educational facilities and police station are examples of uses permitted as conditional uses.

### **Area and Bulk Regulations:**

Minimum Lot Size – 20,000 square feet	Maximum Height - 45 feet (1+1)
	Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres	
	Existing District (By Extension) – 20,000 square feet
Minimum Lot Width – 100 feet	
Front Yard Setback - 25 feet	
Side Yard on Street Side of Corner Lot - 15 feet	
Side Yard Setback – 10 feet	
Rear Yard Setback - 10 feet	
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)	
Minimum building separation – to be determined by current City building and fire code.	
Required street access – Major Arterial or higher	



## **SURROUNDING ZONING AND LAND USE**

<b>Direction</b>	<b>Land use</b>	<b>Zoning</b>
North	Auto Body and Paint Shop	I-1, Industrial Light
East	Church	T, Transitional
South	Single Family Residence	I-1, Industrial Light
West	Single Family Residence	T, Transitional

## **MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies South 11<sup>th</sup> Street and South M Street as local roads.

## **MASTER LAND USE PLAN**

The Master Land Use Plan classifies the site as Office, Research and Light Industrial. This classification is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services. A companion Master Land Use Plan application to Mixed-Use Residential classification has been submitted. This classification is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

## **NEIGHBORHOOD MEETING**

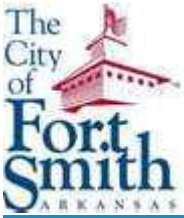
A neighborhood meeting was held on July 31, 2025, at 5:30 pm on site. No neighboring property owners attended the meeting.

## **STAFF COMMENTS**

The subject property was rezoned from Transitional (T) to Industrial Light (I-1) in 2012 by Ordinance #20-12. The property has remained undeveloped since the previous rezoning in 2012. The applicant has recently purchased the property and seeks to rezone to a Transitional (T) zone to accommodate two new duplexes on individual lots. The new duplexes will provide rear access parking spaces and will provide new sidewalks along South M Street and South 11<sup>th</sup> Street, initiating a sidewalk network within the neighborhood.

## **STAFF RECOMMENDATIONS**

Staff recommends approval subject to approval of the companion development plan, variance, and master land use plan amendment requests.



Application updated January 2022

PLANNING & COMMUNITY DEVELOPMENT

## REZONING APPLICATION

# CITY OF FORT SMITH, ARKANSAS Rezoning

<b>FOR STAFF USE ONLY</b>	<b>FEE: \$350</b>
Date Application Submitted:	Zone:
Date Accepted as Complete:	
Project Number:	
Public Hearing Date:	

### Application:

Indicate one contact person for this request:

☒ Applicant

☒ Agent

#### **Applicant (person making request):**

Name: Brandon Woodrome & Whitney Martinez

E-mail: whitney.novus.llc@gmail.com

Address:

584 Brooklyn Rd

Branch, AR 72928

Phone: 479-739-8672

Fax: N/A

Site Address / Location: 1400 A&B; 1404 A&B S 11th Street  
(Lots 11-12)

Current Zoning District: I-1 Industrial Light

Requested Zoning District: T-Transitional

Assessor's Parcel Number(s) for property: 10180-0011-00006-00

#### **Agent (engineer, surveyor, realtor, etc.):**

Name: Woodrome Holdings, LLC

E-mail: brandonwoodrome@Gmail.com

Address:

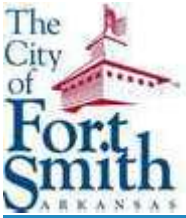
584 Brooklyn Rd

Branch, AR 72928

Phone: 479-739-8672

Fax: N/A

[www.fortsmithar.gov/index.php/planning-zoning](http://www.fortsmithar.gov/index.php/planning-zoning)



Application updated January 2022

REZONING APPLICATION

Total Acreage: 0.32 acre

Legal Description of property:

Attach legal description in  
word format.

☐ Restrictive Covenants Apply (attach to application)

Companion items:

☐ Development Plan (\$100 when submitted with another application)

☒ Master Land Use Plan Map Amendment (\$100 when submitted with a rezoning)

**Note: Fees cover the administrative costs of advertising and notifying neighboring property owners. Fees are Non-Refundable.**

Describe Proposed Zoning Request, including the development of any construction on the property:

The requested is to rezone two lots (one parcel) as Transitional. The surrounding neighborhood is currently zoned as Transitional and this would allow for the building of one duplex on each of the two lots.

**PROPERTY OWNER(S) / AUTHORIZED REPRESENTATIVE:** The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830. Once deemed completed, no modification may be made unless requested or agreed upon by the Planning Department. Should modification to the application be requested after advertising, it shall be at the discretion of the Planning Commission to review or continue. Re-advertising fee may apply.

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

Name and Signature	Date
	7/17/2025



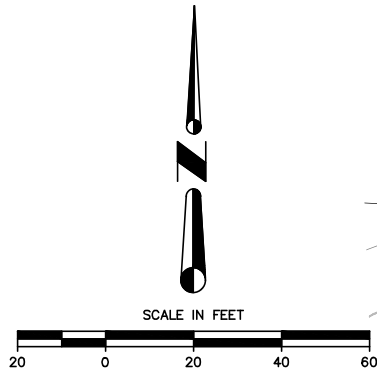
VICINITY MAP  
1" = 500'

### LEGEND

WATER METER	
TELEPOLE	
POWER POLE	
SEWERLINE	
WATERLINE	
RIGHT OF WAY	
BUILDING SETBACK LINE	
OVERHEAD ELECTRIC	
4" CHAINLINK FENCE	
EXISTING CONCRETE	
CONCRETE PARKING	
ASPHALT STREET	

DEVELOPER: WOODROME HOLDINGS  
584 BROOKLYN ROAD  
BRANCH, AR 72928  
479-650-3430

PROJECT ADDRESS: 1400 & 1404 S. 11TH STREET



BASIS OF BEARING: Grid North as determined by Gps Observation.

CERTIFICATION  
I, Ronald Brixey, hereby certify by my signature and seal that to the best of my knowledge, this plan conforms to the standards of the City of Fort Smith, Arkansas Unified Development Ordinance (Ordinance No. 36-09) as adopted on May 19, 2009, including subsequent revisions and additions to date.

CURRENT ZONING: I-1 Industrial Light  
PROPOSED ZONING: T - Transitional

LOT 12 AREA: 7000 Sq. Ft. or 0.16 Acre  
LOT 12 COVERAGE: 2042 Sq. Ft. = 29%

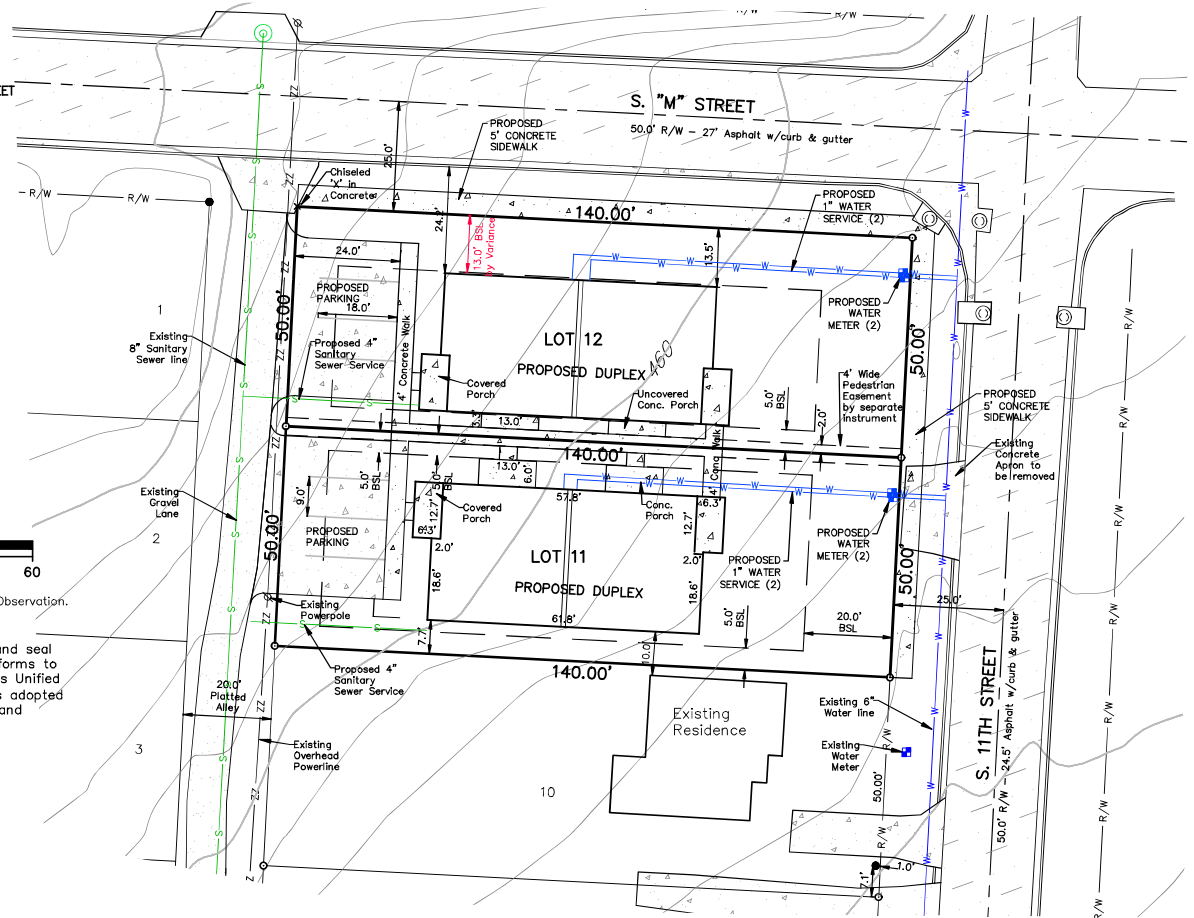
LOT 11 AREA: 7000 Sq. Ft. or 0.16 Acre  
LOT 11 COVERAGE: 2042 Sq. Ft. = 29%

### FRONT YARD COVERAGE:

LOT 12 FRONT YARD AREA = 1975.50 SQ.FT. / 0 SQ.FT. VEHICLE USE AREA = 0%  
LOT 11 FRONT YARD AREA = 1975.50 SQ.FT. / 0 SQ.FT. VEHICLE USE AREA = 0%

### PARKING:

INTERIOR PARKING - EACH LOT WILL HAVE 1 DUPLEX WITH 2 LIVING UNITS  
2 SPACES PER UNIT = 4 SPACES REQUIRED PER LOT / 4 SPACES PROVIDED PER LOT



### SURVEYOR CERTIFICATION

I, Ronald N. Brixey, a registered land surveyor in and for the State of Arkansas, do hereby certify to the title attorney, title underwriter or abstract company that this is a true and correct plat to the best of my knowledge of a survey of Lot 12 and Lot 11 Block 6 Ayers Addition, also described as 1400 and 1404 S. 11th Street (respectively), Fort Smith, Sebastian County, Arkansas. That said plat correctly shows the location of all buildings, structures, fences and improvements on said described property and that there are no party walls, visible rights of way, easements or visible encroachments except as shown on said plat of survey.

NOTE From the Flood Insurance Rate Map for Sebastian County, Arkansas and Incorporated Areas, FEMA Map No. 05131C0110F, Effective March 02, 2012, this property does not lie in a designated flood hazard area.

LEGEND	
Set Iron Pin	
Exist. Iron Pin	



© BRIXEY ENGINEERING & LAND SURVEYING, INC. 2025  
Any unauthorized use of this drawing or data by others is at the sole risk of the user. Brixey Engineering & Land Surveying, Inc. shall be held harmless and without liability from claims, costs or damages of any nature including costs of defense arising from improper use of this drawing or data, or by another party.



**BRIXEY ENGINEERING & LAND SURVEYING, INC.**

CONSULTING ENGINEERS -- LAND SURVEYORS

5223 East Highway 45 P.O. Box 6180 Fort Smith, Arkansas 72906 (479) 646-6394



Revisions:
07/14/2025 Lot 11 building
07/16/2025 Sidewalks, porches
07/23/2025 Perimeter Sidewalks



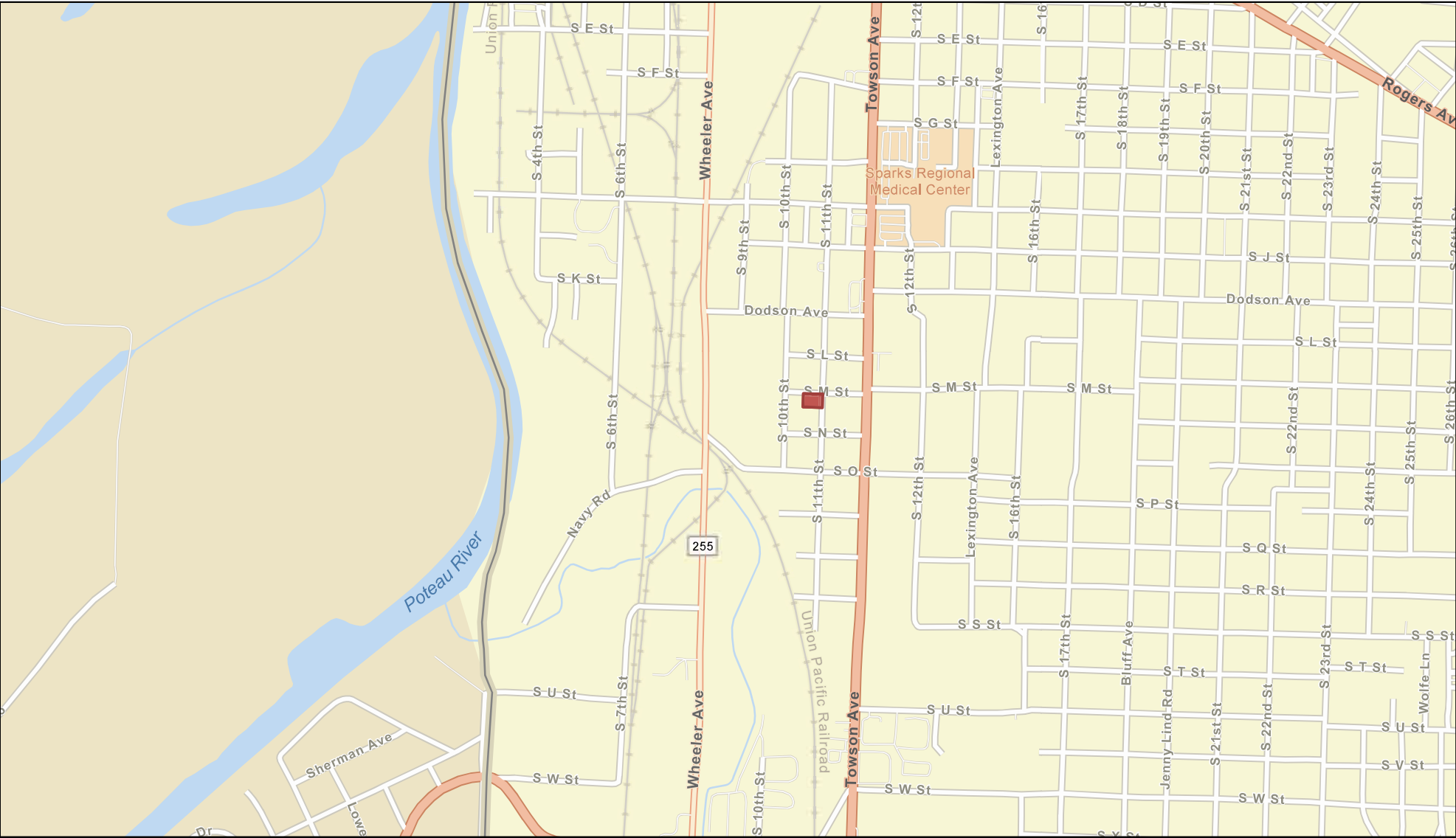
**SITE PLAN**  
LOT 12 & LOT 11 BLOCK 6  
AYERS ADDITION  
CITY OF FORT SMITH  
SEBASTIAN COUNTY, ARKANSAS

Prepared For: Woodrome Holdings

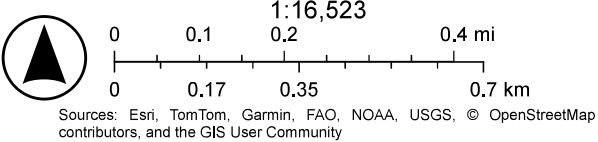
Date: 07/06/2025
Drawn By: RJA
Computed by: RWB
Job No. 25-0310

G:\SURVEY25\25-0310 WOODROME 11TH ST\25-0310 C3D.dwg

Rezoning #18-8-25 – A request by Woodrome Holdings, LLC, owner, for a zone change from Industrial Light (I-1) to Transitional (T) at 1400 and 1404 South 11th Street.



7/25/2025, 2:31:23 PM





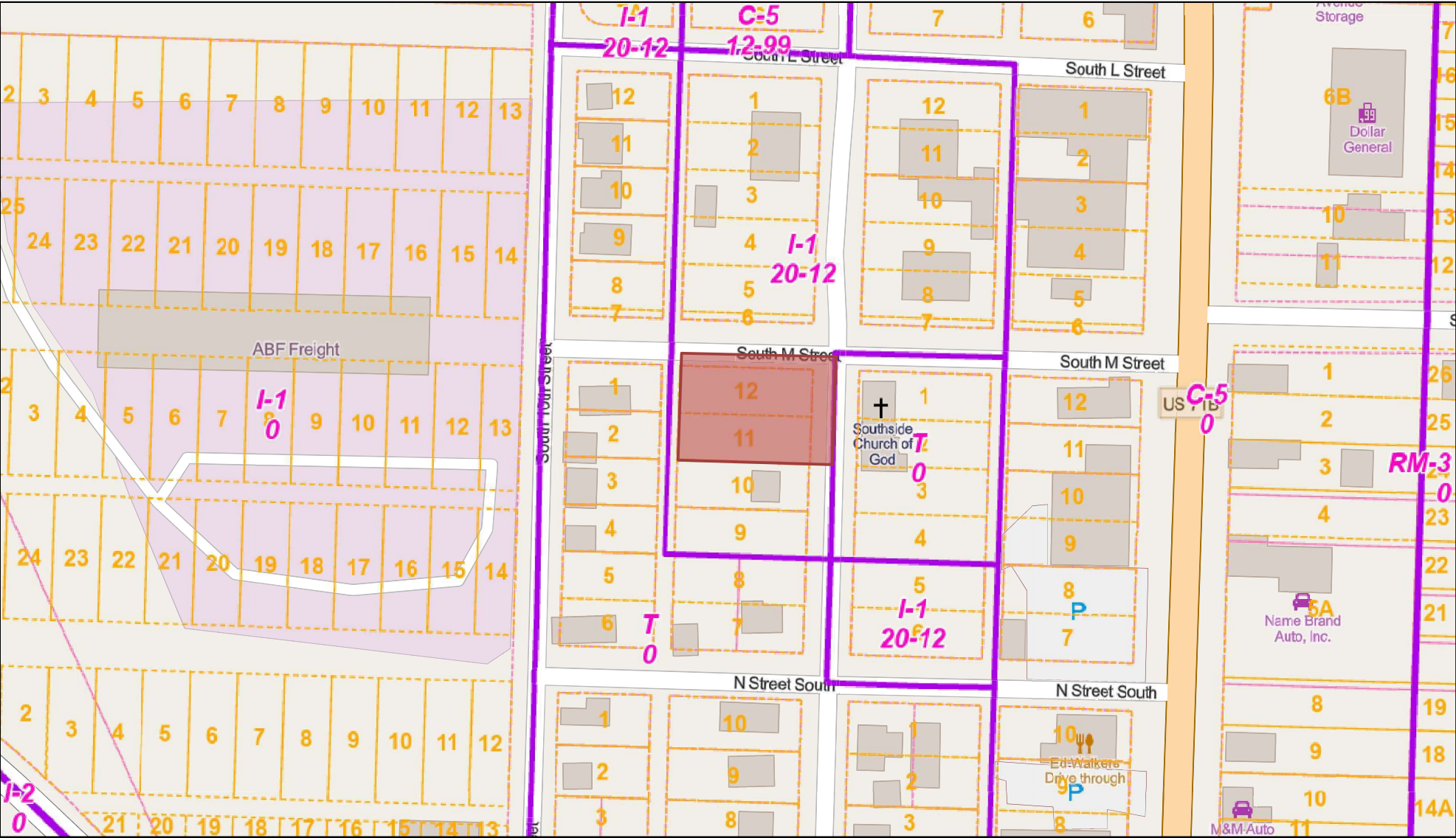
This aerial map shows a residential area with lots numbered 1 through 25 in a grid. A red rectangle highlights a specific lot. The streets shown are S10TH ST, S11TH ST, S12TH ST, and TOWSON AVE. The lot numbers visible in the grid are 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25. The highlighted lot is located at the intersection of S11TH ST and S12TH ST, between S10TH ST and S13TH ST.

## Roads



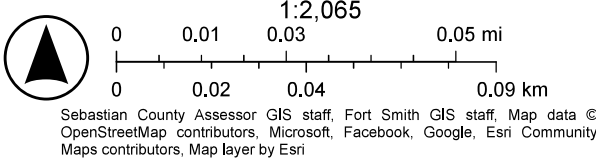


Rezoning #18-8-25 – A request by Woodrome Holdings, LLC, owner, for a zone change from Industrial Light (I-1) to Transitional (T) at 1400 and 1404 South 11th Street.



7/25/2025, 2:24:21 PM

- Zoning
- Subdivisions
- Parcels





## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**FROM:** Maggie Rice, Deputy City Administrator  
**DATE:** August 22, 2025  
**SUBJECT:** Master Land Use Plan Amendment #8-8-25 from Residential Detached to Mixed Use Residential, Rezoning #19-8-25 from Industrial Light (I-1) to Residential Single-Family Duplex - High Density (RSD-4) at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33<sup>rd</sup> Street

### SUMMARY

On August 12, 2025, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications.

The property, containing an area of 1.11 acres, is located on the west side of South 33<sup>rd</sup> Street between Vicksburg Street and Waco Street. The proposed Master Land Use Plan Amendment to Mixed Use Residential and zoning to Residential Single Family – Duplex High Density (RSD-4) allows for the construction of seven (7) duplexes on individual lots.

A neighborhood meeting was held on August 1, 2025. One neighboring property owner attended the meeting with concern regarding residential development amidst industrial uses.

At the Planning Commission meeting, Mr. Brandon Woodrome was present to represent these applications. Mr. Shawn Hunt of 5213 South 33<sup>rd</sup> Street was present with concerns regarding traffic, noise, and property value.

The Planning Commission voted six (6) in favor and two (2) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map.

Please contact me if you have any questions.

### ATTACHMENTS

1. [Ordinance \(11\).pdf](#)
2. [Backup South 33rd Street.pdf](#)

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

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

---

**WHEREAS**, the City Planning Commission has held a public hearing to consider request No. 8-8-25 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on August 12, 2025, that said change be made; and,

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

**WHEREAS**, the City Planning Commission has heretofore held a public hearing to consider request No. 19-8-25 to rezone certain property, and, having considered said request, recommended on August 12, 2025, that said change be made;

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

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

Lots 8-14; Block 4, Falconer Subdivision

more commonly known as 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33<sup>rd</sup> Street.

**SECTION 2:** The real property described in Section 1 is hereby rezoned from Industrial Light (I-1) to Residential Single-Family Duplex – High Density (RSD-4).

**SECTION 3:** It is hereby found and determined that the adoption of the amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and property of the inhabitants of the City requires that the above amendment be effective, and the amendment is hereby made effective as of date of approval of the Ordinance.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

Approved as to form:



\_\_\_\_\_  
Publish One Time

**PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT**

**AGENDA**

**BLUE LION DOWNTOWN, 101 N 2<sup>ND</sup> ST**

**AUGUST 12, 2025**

**5:30 P.M**

**DRAFT – MINUTES**

**15. Variance #21-8-25- A request by Woodrome Holdings, LLC, agent for William Jr and Maxine Brown Living Trust, from the following variance requests in a proposed Residential Single-Family Duplex – High Density (RSD-4) zone:**

- a. From 20 ft to 10 ft exterior side yard setback at 5200 and 5202 South 33<sup>rd</sup> Street.**
- b. From 20 ft to 8 ft exterior side yard setback and from 50 ft to 45 ft minimum lot width at 5224 and 5226 South 33<sup>rd</sup> Street.**

Chairman McCaffrey introduced items 15, 16, 17, and 18 as companion items. Mr. Miller presented the staff report indicating the subject property was located on the west side of South 33<sup>rd</sup> Street between Vicksburg Street and Waco Street. He said approval of the items would facilitate the construction of seven 2,042 s.f. (7) duplexes on individual lots and provide 28 rear alley access parking spaces.

Mr. Brandon Woodrome was present to represent the items. Mrs. Leslie Knoetgen of 6405 Atlanta Street was present in support of the development and Mr. Shawn Hunt of 5213 South 33<sup>rd</sup> Street and 6405 Atlanta Street was present with concern with regard to traffic, noise, proximity of the duplexes to the existing businesses, and property value.

Chairman McCaffrey called for a motion on item 15. Commissioner Hanna moved, seconded by Commissioner Newton, to approve with staff comments.

The Planning Commission discussed potential issues regarding density, surrounding land uses, and width of South 33<sup>rd</sup> Street.

With no further comments or questions, Chairman McCaffrey called for a vote on item 15. The vote was five (5) in favor and three (3) opposed.

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

**16. Master Land Use Plan Amendment #8-8-25 – A request by Woodrome Holdings, LLC, agent for William Jr and Maxine Brown Living Trust, for a master land use plan amendment from Residential Detached to Mixed Use Residential in a proposed Residential Single Family Duplex – High Density (RSD-4) zone at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33<sup>rd</sup> Street.**

Chairman McCaffrey called for a motion on item 16. Commissioner Hanna moved, seconded by Vice Chair Taylor, to approve with staff comments.

Chairman McCaffrey called for a vote on item 16. The vote was six (6) in favor and two (2) opposed.

**17. Rezoning #19-8-25 – A request by Woodrome Holdings, LLC, agent for William Jr and Maxine Brown Living Trust, for a zone change from Industrial Light (I-1) to Residential Single Family Duplex-High Density (RSD-4) at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33<sup>rd</sup> Street.**

Chairman McCaffrey called for a motion on item 17. Commissioner Hanna moved, seconded by Commissioner Marshall, to approve with staff comments.

Chairman McCaffrey called for a vote on item 17. The vote was six (6) in favor and two (2) opposed.

**18. Development Plan #16-8-25 – A request by Woodrome Holdings, agent for William Jr and Maxine Brown Living Trust, for seven (7) duplexes on individual lots at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33<sup>rd</sup> Street.**

Chairman McCaffrey called for a motion on item 18. Commissioner Tyler moved, seconded by Commissioner Marshall, to approve with staff comments.

Chairman McCaffrey called for a vote on item 18. The vote was five (5) in favor and three (3) opposed.

## Master Land Use Plan Amendment

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** August 12, 2025

**Re:** Master Land Use Plan Amendment #8-8-25 – A request by Woodrome Holdings, LLC, agent for William Jr and Maxine Brown Living Trust, for a master land use plan amendment from Residential Detached to Mixed Use Residential in a proposed Residential Single Family Duplex - High Density (RSD-4) zone at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33<sup>rd</sup> Street.

The Planning Department is in receipt of an application from Woodrome Holdings, LLC, agent, to amend the Master Land Use Plan Map from Residential Detached to Mixed Use Residential to accommodate a proposed Residential Single Family-High Density (RSD-4) zoning request. The subject property is on the west side of South 33<sup>rd</sup> Street between Vicksburg Street and Waco Street. The tract contains an area of 1.11 acres with approximately 345 feet of street frontage along South 33<sup>rd</sup> Street, 140 feet of street frontage along Waco Street, and 140 feet of street frontage along Vicksburg Street.

The property is currently zoned Industrial Light (I-1). A companion zoning application requests a Residential Single Family-High Density (RSD-4) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with the companion application.

### **ADJACENT LAND USE CLASSIFICATIONS AND USES**

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

Direction	Land use	MLUP Classification
North	Fire Protection Services (Contractor Shop and Storage Yard)	Office, Research, and Light Industrial
East	Auto Repair and Single-Family Residences	Residential Detached and General Commercial
South	Railroad	Office, Research, and Light Industrial
West	Legal Services and Multifamily Development	Residential Detached and Residential Attached.

**PROPOSED MASTER LAND USE PLAN**

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

It is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

**Characteristics and Use:**

<b>Criteria for Designation:</b>	<b>Compliance Noted</b>
<ul style="list-style-type: none"><li>• Within redevelopment and revitalization areas transitioning out of industrial land use</li></ul>	<b>YES</b>
<ul style="list-style-type: none"><li>• A planned mixed-use development (PUD), or as a complement to an existing area of mixed land use</li></ul>	<b>YES</b>

**MASTER LAND USE PLAN**

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

**MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies South 33<sup>rd</sup> Street, Vicksburg Street and Waco Street as local roads.

**NEIGHBORHOOD MEETING**

A neighborhood meeting was held on August 1, 2025, at 5:30 pm on site. One neighboring property owner attended the meeting with concerns about residential development amidst industrial uses. He highlighted the deteriorating road conditions, emphasizing that the intersection has been frequently damaged by trucks. He suggested that curb and gutter installations are necessary to mitigate these issues. The developer acknowledged the concerns and stated he would adhere to the City of Fort Smith’s development regulations regarding streets improvements.

Additionally, staff received two emails from neighboring business owners with concerns about the request, listing traffic congestion, traffic safety, zoning incompatibility to surrounding uses, strain on public infrastructure, parking overflow onto streets, property value, airport traffic noise and setting a precedent for future development. Staff also received an additional email from the existing property owner in support of the request. A copy of each email has been included within the packet.

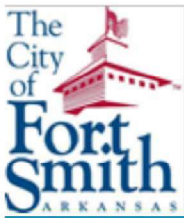
**STAFF COMMENTS**

The applicant seeks to rezone the property to accommodate seven (7) new duplexes on individual lots for a total of fourteen (14) dwelling units.

**STAFF RECOMMENDATIONS**

Staff recommends approval.





Application updated May 2022

**MASTER LAND USE PLAN APPLICATION**

☐ Minor Amendment    ☒ Standard Amendment    ☐ Major Amendment

*(See Section 27-328-5 C. (Criteria))*

☒ Request to Amend Map    ☐ Request to Amend Text

**APPLICATION:**

Indicate one contact person for this request:  
Representative ☐

☐ Applicant

*Applicant (person making request):*  
*etc.):*

Name: Brandon Woodrome & Whitney Martinez  
E-mail: whitney.novus.llc@gmail.com  
Address: 584 Brooklyn Rd., Branch, AR 72928

*Representative (engineer, surveyor, realtor,*

Name: Woodrome Holdings, LLC  
E-mail: brandonwoodrome@gmail.com  
Address: 584 Brooklyn Rd., Branch, AR 72926

Phone: 479-739-8672

Phone: 479-739-8672

Fax: N/A

Fax: N/A

Site Address / Location: Lots 8-14 S 33rd & Waco Street

Surrounding Property

Current Land Use:

North Office Research and Light Industrial

South Office Research and Light Industrial

East Residential Detached & General Commercial

West Residential Detached & Residential Attached

Current MLUP Classification: Residential Detached

Requested MLUP Classification: Residential-Mixed-Use

Existing MLUP Classification:

North Office Research and Light Industrial

South Office Research and Light Industrial

East Residential Detached & General Commercial

West Residential Detached & Residential Attached

Existing Zoning Classification:

North I-1 Industrial Light

South I-1 Industrial Light

East I-1 Industrial Light

West RM3 - Residential Multifamily & I-1

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

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

No new roads will be created. Instead, the alley behind the identified lots will have a paved concrete approach on both ends and will be graveled. All lot access will be from this alley. This will allow for minimal traffic impact to the surrounding roads.

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

Water and sewer is available at every lot in this parcel. The lots are within the required distance of fire hydrants. Lots are located within necessary proximity to all emergency services. No new lines will be needed based on the survey taken at time of application.

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

proposed build out density is approximately 12.61 units per acre (14 units on 1.11 acres). The maximum potential build-out density is 30 units per acre.

7. Identify any known or anticipated environmental concerns:

There are no known or anticipated environmental concerns at this time.

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

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

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

No real changes to development patterns have been identified. Even though this property is currently considered to be industrial, it is adjacent to an RM-3 area. The duplexes provided will not be out of place.

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

This parcel is located between an area of RM-3 zoning and industrial zoning. The planned development of 7 duplexes will not be out of place as they will be located between these two zones. There are also areas of residential detached to the east of this property.

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

The City of Fort Smith is rapidly growing and the need for lower income housing is increasing. These duplexes will allow for safe housing for incoming residents.

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

This area of the City of Fort Smith will continue to grow and increase in population. The commercial infrastructure in this area will expand, and so will the need to house workers in those areas.



**AUTHORIZATION OF AGENT**

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


We the undersigned, being owners of real property, and requesting a rezoning by application do hereby authorize **Woodrome Holdings, LLC.** to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

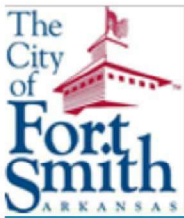
**NAMES OF ALL OWNERS.**

1.	Thomas William (T.W.) Brown Jr. and Maxine Birdsong Brown Family Living Trust
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

**SIGNATURE OF ALL OWNERS.**



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



Application updated May 2022

## MLUP Application

### Certification

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

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

Brandon Woodrome

Signature (Agent/Owner)

7/17/2025

Date

---

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

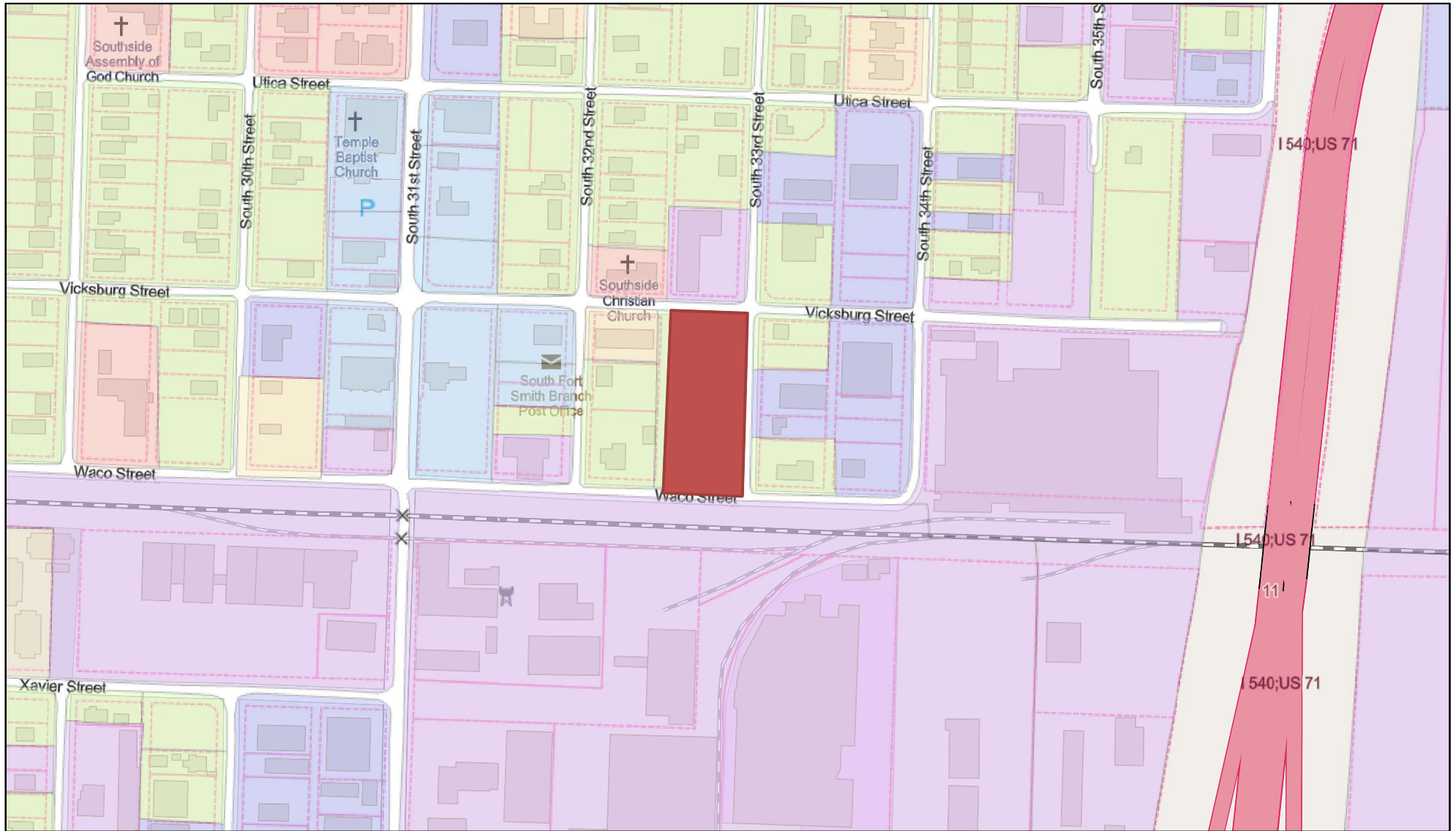
---

**Submit**

NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.









INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.

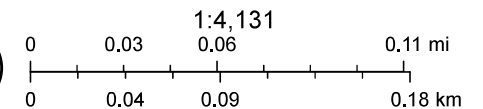
Master Land Use Plan Amendment #8-8-25 – A request by Woodrome Holdings, LLC, agent for Thomas Brown, for a master land use plan amendment from Residential Detached to Mixed Use Residential in a proposed Residential Single Family Duplex - High Density (RSD-4) zone at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33rd Street.



7/23/2025, 10:51:08 AM


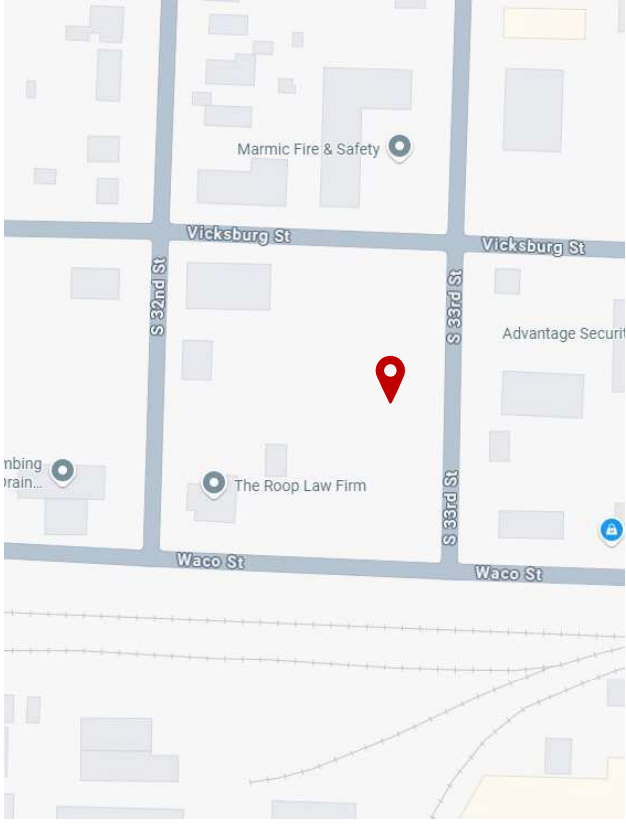
#### Land Use

	Mixed-Use-R		Residential Attached
	Commercial Neighborhood		Residential Detached
	General Commercial		Parcels
	Office, Research and Light Industrial		
	Public/Institutional		



Sebastian County Assessor GIS staff, Fort Smith GIS staff, City Planning Department, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri



 <p><b>Fort Smith Planning Commission</b></p>	<p><b><u>Item Number:</u> Rezoning #19-8-25</b></p> <p><b><u>Hearing Date:</u> August 12, 2025</b></p>
<p><b><u>Report Prepared by:</u></b></p> <p>Planning Staff</p>	<p><b><u>Owner and Applicant Information:</u></b></p> <p>Applicant: Woodrome Holdings, LLC</p> <p>Owner: William Jr. and Maxine Brown Living Trust</p>
<p><b><u>Location Map:</u></b></p> 	<p><b><u>Applicant Proposal:</u></b></p> <p>Address: 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33rd Street</p> <p>Present Use: Undeveloped</p> <p>Summary: A zone change from I-1 to RSD-4 to allow for seven duplexes on individual lots</p> <p>Total Tract Size: 1.11 Acres</p> <p>Location: On the west side of South 33<sup>rd</sup> Street between Vicksburg Street and Waco Street</p>
<p><b><u>Existing Zoning:</u></b></p> <p>I-1</p> <p><b><u>Master Land Use Plan:</u></b></p> <p>Residential Detached</p>	

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** August 12, 2025

**Re:** Rezoning #19-8-25 – A request by Woodrome Holdings, LLC, agent for William Jr and Maxine Brown Living Trust, for a zone change from Industrial Light (I-1) to Residential Single Family-High Density (RSD-4) at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33rd Street.

### **PROPOSED ZONING**

Approval of the rezoning and companion applications will facilitate the construction of seven (7) duplexes on individual lots.

### **LOT LOCATION AND SIZE**

The subject property is on the west side of South 33rd Street between Vicksburg Street and Waco Street. The tract contains an area of 1.11 acres with approximately 345 feet of street frontage along South 33<sup>rd</sup> Street, 140 feet of street frontage along Waco Street, and 140 feet of street frontage along Vicksburg Street.

### **REQUESTED ZONING**

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

#### **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 Attached, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

#### **Permitted Uses:**

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

#### **Conditional Uses:**

Commercial communication towers, amateur radio transmitting towers, community recreation center, golf course, utility substation, country club, parks, college, primary and secondary schools, preschool, nursery schools, police and fire stations, daycare homes and churches are examples of uses permitted as conditional uses.

### **Area and Bulk Regulations:**

Minimum Lot Size – 5,000 square feet	Maximum Height - 35 feet (1+1)
Maximum Density – 8.7 Dwelling Units/Acre	Maximum Lot Coverage - 65%
Minimum Lot Width at Building Line – 50 feet	
Minimum Street Frontage – 20 feet	
Front Yard Setback - 20 feet	
Side Yard on Street Side of Corner Lot - 20 feet	
Side Yard Setback – 5 feet	
Rear Yard Setback - 10 feet	
Minimum building separation – 10 feet	

### **EXISTING ZONING**

The existing zoning on this tract is Industrial Light (I-1).  
Characteristics of this zone are as follows:

#### **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.

#### **Permitted Uses:**

Auto and boat related businesses, a wide variety of retail businesses, indoor flea market, pawnshop, financial services, offices, bar or tavern, restaurant, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

#### **Conditional Uses:**

Homeless shelter, truck stop, outdoor flea market, beer garden, restaurant with outdoor dining, pet cemetery, animal food processing, petroleum distribution facility, bus station, recycling center, sports complex, educational facilities and police station are examples of uses permitted as conditional uses.

### **Area and Bulk Regulations:**

Minimum Lot Size – 20,000 square feet	Maximum Height - 45 feet (1+1)
	Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres	
	Existing District (By Extension) – 20,000 square feet
Minimum Lot Width – 100 feet	
Front Yard Setback - 25 feet	
Side Yard on Street Side of Corner Lot - 15 feet	
Side Yard Setback – 10 feet	
Rear Yard Setback - 10 feet	
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)	
Minimum building separation – to be determined by current City building and fire code.	
Required street access – Major Arterial or higher	

## **SURROUNDING ZONING AND LAND USE**

<b>Direction</b>	<b>Land use</b>	<b>Zoning</b>
North	Fire Protection Services (Contractor Shop and Storage Yard)	I-1, Industrial Light
East	Auto Repair and Single-Family Residences	I-1, Industrial Light
South	Railroad	I-1, Industrial Light
West	Legal Services and Multifamily Development	I-1, Industrial Light & RM-3, Residential Multifamily Medium Density

## **MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies South 33<sup>rd</sup> Street, Vicksburg Street, and Waco Street as local roads.

## **MASTER LAND USE PLAN**

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

## **NEIGHBORHOOD MEETING**

A neighborhood meeting was held on August 1, 2025, at 5:30 pm on site. One neighboring property owner attended the meeting with concerns about residential development amidst industrial uses. He highlighted the deteriorating road conditions, emphasizing that the intersection has been frequently damaged by trucks. He suggested that curb and gutter installations are necessary to mitigate these issues. The developer acknowledged the concerns and stated he would adhere to the City of Fort Smith's development regulations regarding streets improvements.

Additionally, staff received two emails from neighboring business owners with concerns about the request, listing traffic congestion, traffic safety, zoning incompatibility to surrounding uses, strain on public infrastructure, parking overflow onto streets, property value, airport traffic noise and setting a precedent for future development. Staff also received an additional email from the existing property owner in support of the request. A copy of each email has been included within the packet.

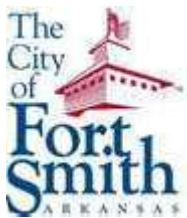
## **STAFF COMMENTS**

The new development will include seven duplexes on individual lots for a total of fourteen dwelling units. The applicant proposes rear alley access for parking, new sidewalks, installation of curb and gutter, and agreed to provide six (6) additional parking spaces exceeding the minimum number of required parking spaces.

Although, the property is zoned I-1 the Master Land Use Plan category for this property is Residential Detached. The property was platted in April 1917 with lots approximately 50' in width.

## **STAFF RECOMMENDATIONS**

Should the Planning Commission approve the request, staff recommends approval of the companion variance, development plan, and Master Land Use Plan application requests.



Application updated January 2022

PLANNING & COMMUNITY DEVELOPMENT

## REZONING APPLICATION

# CITY OF FORT SMITH, ARKANSAS Rezoning

<b>FOR STAFF USE ONLY</b>	<b>FEE: \$350</b>
Date Application Submitted:	Zone:
Date Accepted as Complete:	
Project Number:	
Public Hearing Date:	

### Application:

Indicate one contact person for this request:

☒ Applicant

☐ Agent

### **Applicant (person making request):**

Name: Brandon Woodrome & Whitney Martinez

E-mail: whitney.novus.llc@gmail.com

Address:

584 Brooklyn Rd

Branch, AR 72928

Phone: 479-739-8672

Fax: N/A

### **Agent (engineer, surveyor, realtor, etc.):**

Name: Woodrome Holdings, LLC

E-mail: brandonwoodrome@gmail.com

Address:

584 Brooklyn Rd

Branch, AR 72928

Phone: 479-650-3430

Fax: N/A

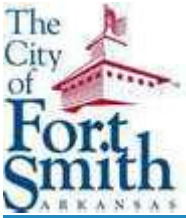
Site Address / Location: Lots 8-14; S 33rd St & Waco

Current Zoning District: I-1 Industrial Light

Requested Zoning District: RSD-4

Assessor's Parcel Number(s) for property: 12491-0014-00004-00

[www.fortsmithar.gov/index.php/planning-zoning](http://www.fortsmithar.gov/index.php/planning-zoning)



Application updated January 2022

REZONING APPLICATION

Total Acreage: 1.11

Legal Description of property:

Attach legal description in  
word format.

☐ Restrictive Covenants Apply (attach to application)

Companion items:

☒ Development Plan (\$100 when submitted with another application)

☒ Master Land Use Plan Map Amendment (\$100 when submitted with a rezoning)

**Note: Fees cover the administrative costs of advertising and notifying neighboring property owners. Fees are Non-Refundable.**

Describe Proposed Zoning Request, including the development of any construction on the property:

The proposed zoning request would be RM-4 to allow for residential construction. This would allow for the construction of one duplex on each lot (lots 8-14).

**PROPERTY OWNER(S) / AUTHORIZED REPRESENTATIVE:** The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830. Once deemed completed, no modification may be made unless requested or agreed upon by the Planning Department. Should modification to the application be requested after advertising, it shall be at the discretion of the Planning Commission to review or continue. Re-advertising fee may apply.

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

Name and Signature	Date

**AUTHORIZATION OF AGENT**

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


We the undersigned, being owners of real property, and requesting a rezoning by application do hereby authorize **Woodrome Holdings, LLC.** to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

**NAMES OF ALL OWNERS.**

1.	Thomas William (T.W.) Brown Jr. and Maxine Birdsong Brown Family Living Trust
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

**SIGNATURE OF ALL OWNERS.**



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

**LIST OF OWNERS OF ALL PROPERTY TO BE REZONED**

List the names and addresses of all owners of property included within the area requested by this petition to be rezoned.

NAME

Thomas Brown

ADDRESS

191 Dean Street, Brooklyn, New York



**Neighborhood Meeting Letter for Development Plan, Rezone, Master Land Use Plan  
Amendment, and Variance Request**

July 24th, 2025

RE: Notice of Development Plan, Rezone, Master Land Use Plan Amendment, and Variance Request for 5200, 5202, 5204, 5206, 5208, 5210, 5212, 5214, 5216, 5218, 5220, 5222, 5224, and 5226 S 33rd Street.

To whom it may concern:

You are receiving this letter due to the fact that your property is located within 300 feet of 5200, 5202, 5204, 5206, 5208, 5210, 5212, 5214, 5216, 5218, 5220, 5222, 5224, and 5226 S 33rd Street. These vacant lots are located on S 33rd Street between Vicksburg Street and Waco Street. We are applying for Development Plan Approval, Rezone, and a Master Land Use Plan Amendment approval in order to put a duplex on each of these two lots. We are asking for a variance to lower the corner lots' setback requirements so that we can fit a duplex on the corner lots, and to approve the lot width on a narrow lot. Part of the requirement process is to hold a neighborhood meeting with the surrounding property owners. You are invited to this meeting to express any concerns you may have and to learn more about this project.

The neighborhood meeting will be held on site (S 33rd Street between Vicksburg and Waco Streets) on August 1st, 2025 at 5:30 pm.

Sincerely,

Brandon Woodrome  
Woodrome Holdings, LLC.  
[brandonwoodrome@gmail.com](mailto:brandonwoodrome@gmail.com)  
479-650-3430

### Attendance List for Neighborhood Meeting

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

### Meeting Location

33rd &amp; Waco

### Meeting Time & Date

### Meeting Purpose

[illegible]

**From:** [Whitney Martinez](#)  
**To:** [Rahmani, Sara](#)  
**Subject:** Neighborhood Meeting - 33rd & Waco  
**Date:** Monday, August 4, 2025 8:39:51 AM  
**Attachments:** [20250804\\_Meeting Purpose \(1\).pdf](#)

---

**\*\*CAUTION: EXTERNAL-EMAIL This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. \*\***

Good Morning,

I have attached the sign in sheet for the neighborhood meeting that occurred on Friday at 5:30 pm. In addition to myself, Brandon Woodrome, and Sara Rahmani, only one person attended.

This person mentioned that they do have some concerns. They do not like the idea of the empty lots on 33rd & Waco being rezoned to residential as this neighbor is part of the mechanic shop next door. However, they also stated that the road infrastructure is not in place for the lots to be zoned industrial (their current zoning). He mentioned that curb and gutter is needed in that area and that many semi trucks have wrecked at the intersection of 33rd & Waco. Brandon Woodrome said that he would meet with this neighbor's father (the owner of the mechanic shop) on Monday. This neighbor also mentioned that there was another neighbor not present who had some concerns, and agreed to help Brandon Woodrome contact this person for more information.

Thank you



**From:** [Kelly Wilson](#)  
**To:** [Rice, Maggie](#); [Miller, Perry](#)  
**Cc:** [David Tyler](#); [Griffin Hanna](#); [Matt Marshall](#); [Ret Taylor](#); [Rod Coleman](#); [Shawn McCaffrey](#) ;  
[vicki.newton@gmail.com](mailto:vicki.newton@gmail.com); [Zach.Ledford@fsbank.com](mailto:Zach.Ledford@fsbank.com)  
**Subject:** FW: 33rd St Duplex Development  
**Date:** Tuesday, August 5, 2025 2:27:50 PM

---

**\*\*CAUTION: EXTERNAL-EMAIL This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. \*\***

Maggie/Tyler, I was sent this email from Mark Hoskyn who owns several pieces of property in the area of the proposed development on S. 33<sup>rd</sup> Street. See below.

Thank you,  
Kelly

---

**From:** Mark Hoskyn <mhoskyn@advantage-security.net>  
**Sent:** Tuesday, August 5, 2025 12:37 PM  
**To:** Kelly Wilson <kelly@beshearsconstruction.com>  
**Subject:** 33rd St Duplex Development

Kelly,

Here are my concerns over the rezoning and residential development on 33<sup>rd</sup> St across the street from my business property located at 5223 S 33<sup>rd</sup> St. I know this area already has some residential properties on adjacent blocks but this seems totally out of place. All the other properties along the railroad tracks are commercial businesses.

## 1. Traffic Congestion and Safety Concerns

- **Increased traffic volume:** Seven duplexes mean up to 14 new residential units, each potentially with multiple vehicles. This could double or triple traffic on a street not designed for high-density residential flow.
- **Commercial access impact:** Increased residential traffic may impede the safe and efficient ingress/egress for my employees, clients, and service vehicles.
- **Pedestrian safety risks:** Office zones often have pedestrian activity during the day. Increased residential traffic can create more conflict points, especially if sidewalks and crosswalks are inadequate.

---

## 2. Zoning and Incompatibility with Surrounding Use

- **Conflict with existing commercial zoning:** My property and nearby businesses are part of a commercial/light industrial corridor. Introducing more medium-density residential housing may create zoning conflicts or future complaints about noise, hours, and operations.
  - **Reduced business appeal:** The presence of residential buildings immediately adjacent to commercial properties may deter future commercial investment or tenant attraction, due to incompatibility in use and appearance.
- 

### 3. Strain on Public Infrastructure and Services

- **Utilities and drainage:** Sudden demand from 14+ new households may stress existing water, sewer, and storm drainage systems. I would like to know if a study has been conducted to insure the infrastructure is adequately prepared.
  - **Emergency services:** More residential units could dilute police, fire, and EMS coverage or increase response times, especially on a street not designed for residential density.
- 

### 4. Parking Overflow and On-Street Congestion

- **Insufficient parking:** Duplexes often lack adequate off-street parking, which can lead to overflow on public streets and near commercial buildings.
  - **Impacts to commercial operations:** Street parking used by residents or visitors can obstruct delivery trucks, service vehicles, and employees accessing my facility.
- 

### 5. Property Value and Business Perception

- **Reduced commercial property value:** Proximity to high-density housing could lower property values of commercial buildings due to potential complaints, aesthetic concerns, or reduced desirability.
  - **Negative impact on professional image:** My business image may suffer if clients or partners must drive past or through a dense residential cluster that contrasts with a professional/commercial environment.
- 

### 6. Precedent for Future Development

- **Risk of snowballing zoning changes:** Approving this residential project could open the door for more housing units in the area, eroding the integrity of the commercial corridor.
- **Loss of strategic business corridor:** Fort Smith may be sacrificing future commercial tax base, jobs, and development opportunities by allowing residential

encroachment into business areas.

**MARK HOSKYN**

President

479.646.6083 office

501.786.0563 mobile

[mhoskyn@advantage-security.net](mailto:mhoskyn@advantage-security.net)



**From:** [Thomas Brown](#)  
**To:** [Tyler Clarke](#); [Rahmani, Sara](#)  
**Subject:** Draft of letter to Planning Board  
**Date:** Thursday, August 7, 2025 1:36:28 PM

---

**\*\*CAUTION: EXTERNAL-EMAIL This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. \*\***

Tyler and Sara,

Can you take a look at this draft and let me know how I can make it better?

thank you,

thomas  
917.774.6682

6 August 2025

DRAFT

Planning Commission  
Fort Smith, Arkansas

Re: 33<sup>rd</sup> St. Duplex Development

Dear Commissioners:

My name is Thomas Brown and I am representing my family in support of this rezoning to accommodate the building of apartment duplexes on 33<sup>rd</sup> Street.

We believe building these apartments will help ease the housing shortage, make this neighborhood safer, add to the city's tax base and significantly increase property values while not interfering with any of the existing businesses.

My family acknowledges "having a horse in this race." We have entered into an agreement to sell these 7 lots to Brandon Woodrome, the developer, subject to your approval of his requested zoning change.

In further disclosure, the two business owners who have expressed concerns about this rezoning have approached our family in the past about buying some of the family's properties but we were unable to reach agreement on the price.

Regardless, current business owners and residents alike have every right to questioned the impact the change will have on their neighborhood.

Our grandfather purchased this property in the 1940s. The streets and lots were originally laid out in the late 1920s as a residential subdivision. The lots involved have



been vacant for at least 50 years indicating the direction toward either residential or commercial in the neighborhood may best be described as inconclusive.

Commercially developing these lots to the fully allowable amount would seem to have greater impact on traffic, roadways, safety and infrastructure than the proposed apartments. We have not been informed of any burden to the water and sewer services and were told that the developer has agreed to build sidewalks and put the parking off the alley behind the apartments among other community friendly commitments.

The currently stable mixed use has clearly proved that businesses and residences can successfully co-exist. Business activities during the day plus people in their homes at night make the neighborhood safer.

Mr. Woodrome has indicated his desire to buy and hold this property for its future income potential for his family, which leads us to believe he will build with maintenance in mind. This should benefit the families who rent from him as well.

Judging from the commercial offers we have received in the past, neighborhood property values will benefit significantly from the approval of this zoning request.

We appreciate your willingness to consider our position via this email. We would have preferred to appear in person but, unfortunately, I am currently in New York and my sister is connecting with our family's roots on her first trip to Ireland.

Thank you again for letting us address this board.

Please let us know if we can provide any additional information.

Sincerely,

**From:** [wasco@mynewroads.com](mailto:wasco@mynewroads.com)  
**To:** [Miller, Perry](#); [Rahmani, Sara](#)  
**Subject:** South 33rd Street Duplex Development  
**Date:** Thursday, August 7, 2025 4:21:00 PM

---

**\*\*CAUTION: EXTERNAL-EMAIL This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. \*\***

To: Fort Smith Planning Board

Dear Board Members:

My name is Gary Stamps, and my business, Westark Sound and Omega Alarm Systems has been located at 5109 South 33<sup>rd</sup> Street in Fort Smith since I built my building 31 years ago.

I have read where others have objected to a few items, and I will only add:

1. We all live with the noise of the airport traffic, which flies directly over the property in question on 33<sup>rd</sup> Street. The new F-35 jets recently added to the mix, are the noisiest yet, and they would probably be only 100 to 150 feet above the ground when taking off toward the West. I would be concerned about my family getting hearing damage if I lived there. If I was the owner of the duplexes, I would be concerned about having to reduce the rent because of the noise.
2. I would also be concerned about children around the big trucks and delivery vehicles servicing our businesses. I would think better of a new business or two moving in.

Sincerely,

Gary Stamps  
President  
Westark Sound Co., Inc.  
5109 South 33<sup>rd</sup> Street  
Fort Smith, AR 72903  
(479) 646-9443

Sent from [Outlook](#)



Virus-free. [www.avg.com](http://www.avg.com)

**From:** [wasco@mynewroads.com](mailto:wasco@mynewroads.com)  
**To:** [Rahmani, Sara](#); [Miller, Perry](#)  
**Subject:** South 33rd Street Duplex Development  
**Date:** Thursday, August 7, 2025 4:46:31 PM

---

**\*\*CAUTION: EXTERNAL-EMAIL This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. \*\***

To: Fort Smith Planning Board

Dear Board Members:

This is the second email I am sending to clarify a statement I made in the first email.

I said "I have read where others have objected to a few items, and I will only add:"

Please do not read into this that I agree with the objections of others. The two items that I included are all I have to say on the matter.

Sincerely,

Gary Stamps  
President  
Westark Sound Co., Inc.  
5109 South 33<sup>rd</sup> Street  
Fort Smith, AR 72903  
(479) 646-9443

Sent from [Outlook](#)



Virus-free. [www.avg.com](http://www.avg.com)



6700 McKennon Blvd., Suite 200 • Fort Smith, AR 72903  
479.452.7000 x50 • 479.452.7008 fax  
[www.flyfsm.com](http://www.flyfsm.com)

July 21, 2025

Whitney Martinez  
Novus, LLC  
[whitney.novus.llc@gmail.com](mailto:whitney.novus.llc@gmail.com)

Subject: Determination for Proposed Development

Dear Mrs. Martinez,

This letter is in response to your inquiry regarding the potential need to file FAA Form 7460-1 in connection with your proposed developments between 5200-5226 S 33<sup>rd</sup> Street.

Based on the information provided, including the project location, building type, and confirmation that **no cranes or tall lifts (aerial obstructions)** will be used, the Airport has reviewed the proposal and has no aeronautical concerns with the development moving forward.

Please note that the maximum allowable height for any construction or equipment operations at the addresses listed is restricted to 40 feet above ground level or below. Should the need for taller equipment or structure arise, a FAA Form 7460-1 **must** be submitted and receive approval prior to beginning any construction. In that event, the FSM Airport would be listed as the sponsor on the FAA form.

Please feel free to contact us if the project details change or if additional coordination becomes necessary. Thank you.

Sincerely,

Andrew Meyer  
Co-Interim Airport Director,  
Director of Operations  
Fort Smith Regional Airport



VICINITY MAP  
1" = 500'

#### LEGEND

WATER METER	
TELEPED	
POWER POLE	
SEWERLINE	
WATERLINE	
RIGHT OF WAY	
BUILDING SETBACK LINE	
OVERHEAD ELECTRIC	
EXISTING FENCE	
PROPOSED SIDEWALK	
CONCRETE PARKING	
ASPHALT STREET	

**PARKING:**  
INTERIOR PARKING - EACH LOT WILL HAVE 1 DUPLEX WITH 2 LIVING UNITS  
2 SPACES PER UNIT = 4 SPACES REQUIRED PER LOT / 4 SPACES PROVIDED PER LOT

LEGEND	
Set Iron Pin	
Exist. Iron Pin	

© BRIXEY ENGINEERING & LAND SURVEYING, INC. 2025

Any unauthorized use of this drawing or data by others is at the sole risk of the user. Brixey Engineering & Land Surveying, Inc. shall be held harmless and without liability from claims, costs or damages of any nature including costs of defense arising from improper use of this drawing or data, or by another party.

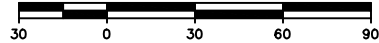


PROJECT ADDRESS: 5200-5226 S. 33RD STREET

CURRENT ZONING: I-1 Industrial Light  
PROPOSED ZONING: RSD-4 Residential  
Single Family/Duplex



SCALE IN FEET



BASIS OF BEARING: Grid North as determined by Gps Observation.

#### CERTIFICATION

I, Ronald Brixey, hereby certify by my signature and seal that to the best of my knowledge, this plan conforms to the standards of the City of Fort Smith, Arkansas Unified Development Ordinance (Ordinance No. 36-09) as adopted on May 19, 2009, including subsequent revisions and additions to date.

#### LOT AREA AND COVERAGE

LOT 14 AREA: 6994 Sq. Ft. or 0.16 Acre  
LOT 14 COVERAGE: 2042 Sq. Ft. = 29%

LOT 13 AREA: 6994 Sq. Ft. or 0.16 Acre  
LOT 13 COVERAGE: 2042 Sq. Ft. = 29%

LOT 12 AREA: 6994 Sq. Ft. or 0.16 Acre  
LOT 12 COVERAGE: 2042 Sq. Ft. = 29%

LOT 11 AREA: 6994 Sq. Ft. or 0.16 Acre  
LOT 11 COVERAGE: 2042 Sq. Ft. = 29%

LOT 10 AREA: 6994 Sq. Ft. or 0.16 Acre  
LOT 10 COVERAGE: 2042 Sq. Ft. = 29%

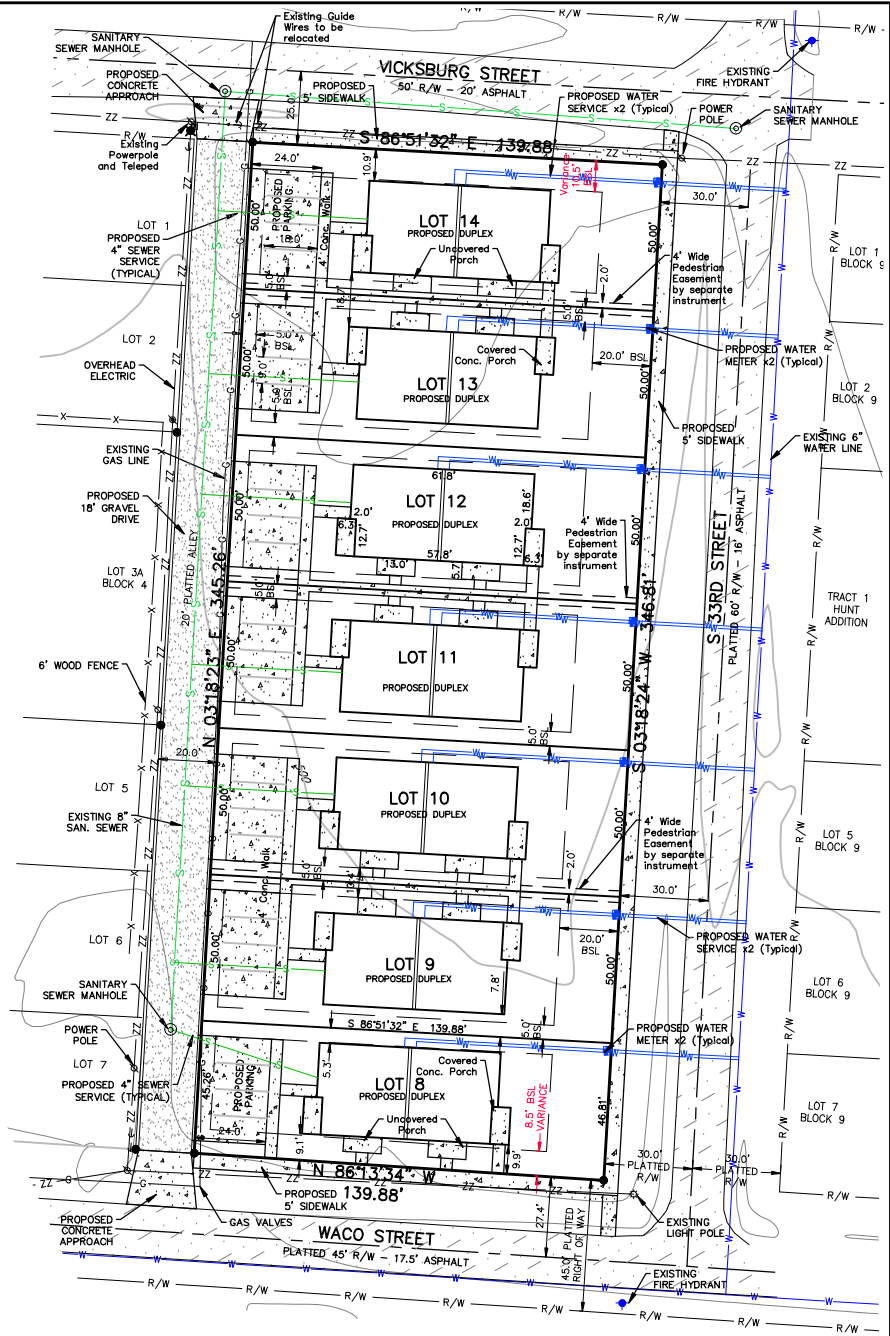
LOT 9 AREA: 6994 Sq. Ft. or 0.16 Acre  
LOT 9 COVERAGE: 2042 Sq. Ft. = 29%

LOT 8 AREA: 6439.14 Sq. Ft. or 0.15 Acre  
LOT 8 COVERAGE: 2042 Sq. Ft. = 31.7%

#### SURVEYOR CERTIFICATION

I, Ronald N. Brixey, a registered land surveyor in and for the State of Arkansas, do hereby certify to the title attorney, title underwriter or abstract company that this is a true and correct plat to the best of my knowledge of a survey of Lots 8 through 12, Block 4 Falconer's Addition, also described as 5226-5200 S. 33rd Street (from south to north, respectively), Fort Smith, Sebastian County, Arkansas. That said plat correctly shows the location of all buildings, structures, fences and improvements on said described property and that there are no party walls, visible rights of way, easements or visible encroachments except as shown on said plat of survey.

NOTE: From the Flood Insurance Rate Map for Sebastian County, Arkansas and Incorporated Areas, FEMA Map No. 05131C0110F, Effective March 02, 2012, this property does not lie in a designated flood hazard area.



G:\SURVEY\25-0318 WOODROME S 33RD & WACO\25-0318 C30.dwg



**BRIXEY ENGINEERING &  
LAND SURVEYING, INC.**

CONSULTING ENGINEERS -- LAND SURVEYORS

5223 East Highway 45 P.O. Box 6180 Fort Smith, Arkansas 72906 (479) 646-6394



#### Revisions:

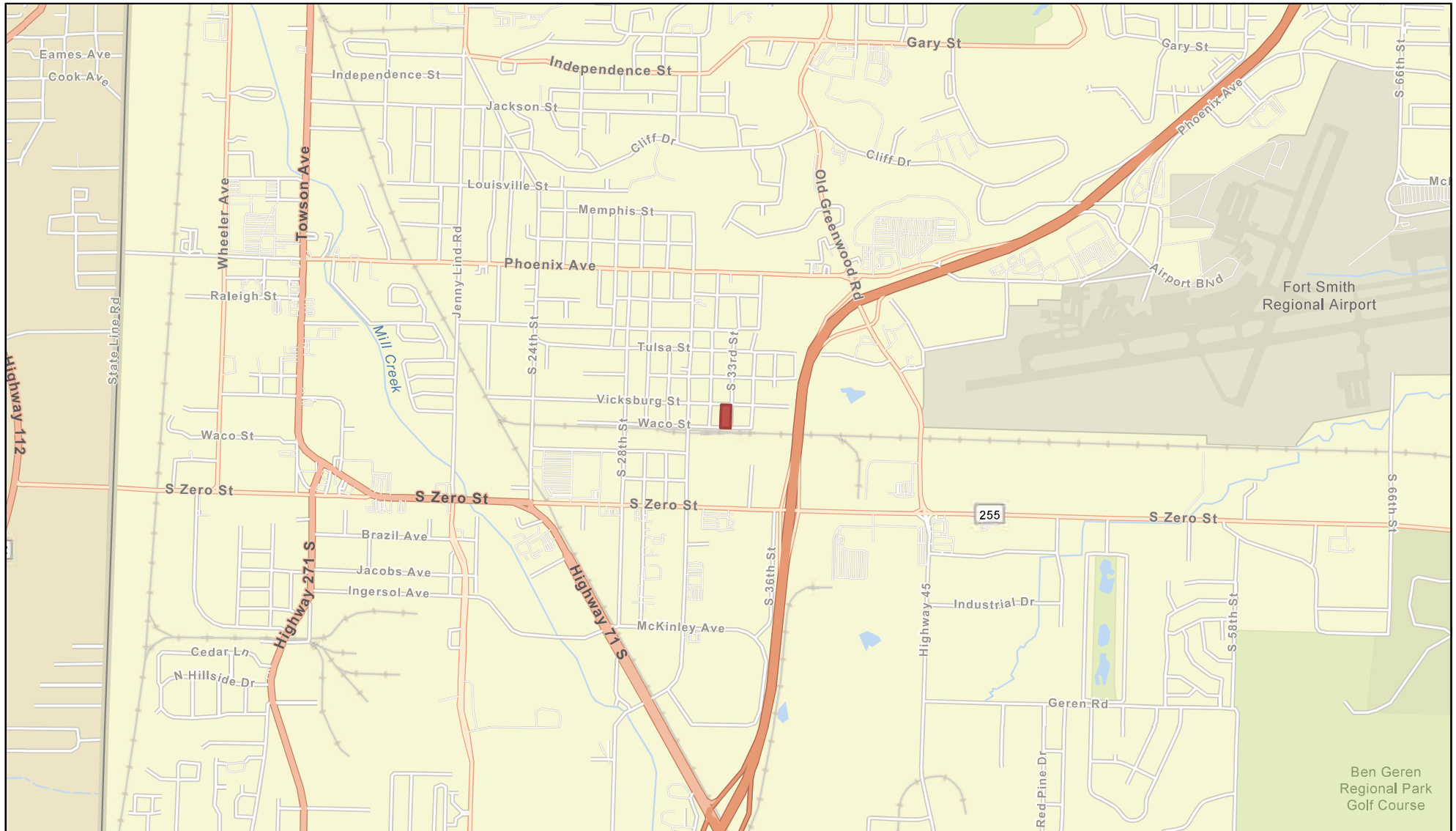
07/17/2025 Parking moved to alley  
07/23/2025 Add sidewalk per City



**SITE PLAN**  
LOTS 8 THROUGH 14 BLOCK 4  
FALCONER'S ADDITION  
CITY OF FORT SMITH  
SEBASTIAN COUNTY, ARKANSAS  
Prepared For: Woodrome Holdings

Date: 07/14/2025  
Drawn By: RJA  
Computed by: RWB  
Job No. 25-0318

Rezoning #19-8-25 – A request by Woodrome Holdings, LLC, agent for Thomas Brown, for a zone change from Industrial Light (I-1) to Residential Single Family Duplex - High Density (RSD-4) at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33 Street.



7/23/2025, 10:53:24 AM



1:33,046  
0 0.23 0.45 0.9 mi  
0 0.35 0.7 1.4 km



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

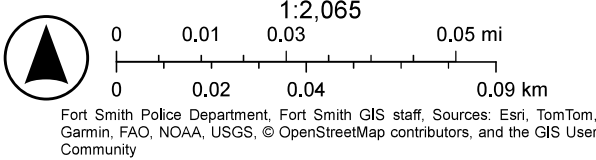


Rezoning #19-8-25 – A request by Woodrome Holdings, LLC, agent for Thomas Brown, for a zone change from Industrial Light (I-1) to Residential Single Family Duplex - High Density (RSD-4) at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33 Street



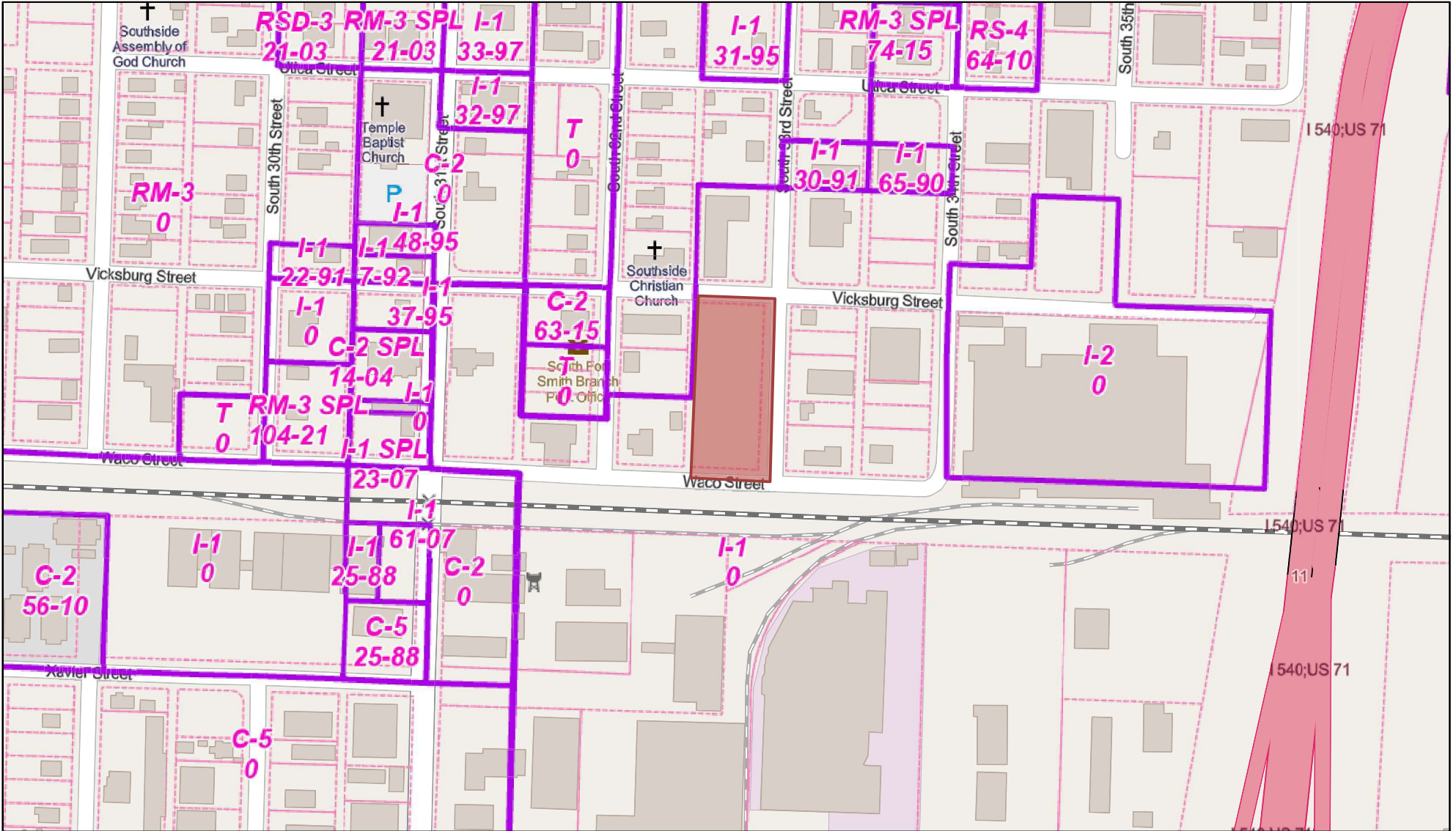
7/23/2025, 11:02:14 AM

 Subdivisions  
 Roads

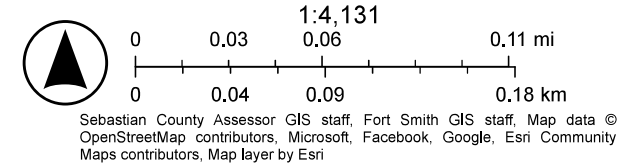




Rezoning #19-8-25 – A request by Woodrome Holdings, LLC, agent for Thomas Brown, for a zone change from Industrial Light (I-1) to Residential Single Family Duplex - High Density (RSD-4) at 5200/5202, 5204/5206, 5208/5210, 5212/5214, 5216/5218, 5220/5222, and 5224/5226 South 33 Street



7/23/2025, 10:46:28 AM





## MEMORANDUM

**TO:** Honorable Mayor and Members of the Board of Directors  
**FROM:** Jeff Dingman, Acting City Administrator  
**DATE:** August 22, 2025  
**SUBJECT:** Amendment to Professional Services

### **SUMMARY**

Section 2-182 of the Fort Smith Municipal Code articulates the process and procedure for procuring supplies and services, including professional services. The proposed amendment adds *real estate agent services* to the list of professional services. This addition allows staff to work with real estate agents who have submitted qualifications to expedite listing excess real property.

Please contact me if you have any questions.

### **ATTACHMENTS**

1. [20250820\\_Amending\\_2\\_182\\_of\\_Code.pdf](#)

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

**AN ORDINANCE AMENDING SECTION 2-182(d)  
OF THE FORT SMITH MUNICIPAL CODE**

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

SECTION 1: Section 2-182(d) of the Fort Smith Municipal Code is hereby amended so that “real estate agent services” shall be included in the list of professional services to be procured by the City on a negotiated basis.

SECTION 2: Any ordinances found to be in conflict with the provisions of this ordinance are hereby repealed to the extent necessary to resolve such conflict.

SECTION 3: Emergency Clause. In order to procure real estate agent services in an expedited fashion, the Board of Directors determines that there is an immediate need for the effectiveness of the above change to the Fort Smith Municipal Code; therefore, an emergency is declared to exist and this Ordinance shall be in full force and effect as of the date of passage.

PASSED and APPROVED this \_\_\_\_\_ day of September, 2025.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

Approved as to form:



\_\_\_\_\_  
City Attorney  
Publish one time



## MEMORANDUM



**TO:** Honorable Mayor & Members of the Board of Directors  
**FROM:** Jeff Dingman, Acting City Administrator  
**DATE:** August 13, 2025  
**SUBJECT:** Resolution of intent to convey property to Methodist Village, Inc.

### SUMMARY

Proposed for the Board's consideration at the August 19 regular meeting is a resolution of intent to convey city-owned property at 1801 South 74th Street to Methodist Village, Inc.

Earlier this year Melissa Curry, Executive Director of Methodist Village, Inc., demonstrated that Methodist Nursing Home of Fort Smith, Inc., donated the property at 1801 S 74<sup>th</sup> Street to the City of Fort Smith to facilitate the city conveying it to Bost for their project in May/June 1966.

The property was vacant (no buildings) when the city received it from Methodist and then conveyed it to Bost a week later. We can deduce that the land was vacant as we have in record copies of the original blueprints for the first building, which are dated December 1, 1966, six months after the city deeded it to Bost. As Bost paid for those buildings/improvements, there is no evidence that the city contributed taxpayer funds to construct the buildings or otherwise improve the property.

Bost ceased operation of its school and vacated the property in 2024. As a function of a deed provision, the property reverted to city ownership, where the buildings remain vacant since Bost left. The buildings are currently falling into disrepair the longer they remain vacant, and the city continues to incur utilities and maintenance expenses. The Parks Department checked the buildings last winter in advance of the cold weather and determined that vagrants had found their way inside. The property has since been secured, but it will require oversight from several departments to make sure it doesn't happen again.

This property carries very specific zoning conditions, which limits the specific land use by ordinance. It was intended to be a school and was zoned/permitted accordingly with a C-2 Special zoning designation. Having it operate as a daycare as proposed by Methodist Village is complimentary to this intended use and fits the current zoning designation. There have been other options discussed for the city's use of this facility in recent months, but zoning limitations, presumed neighborhood feedback, and the requirement of capital outlay to retrofit and then operate the buildings for such uses are obstacles to those ideas.

While we have not found a definitive statement expressing that Methodist Village donated the property to the city specifically to facilitate the Bost project in 1966, the facts that Methodist originally owned the property and that the deeds are only a few days apart indicate that this deal was in the making well before the first conveyance was made. Due to that, and the fact that city taxpayer dollars were not spent to build the buildings, I recommend that the city express intent to convey the property back to Methodist Village, Inc. for use as a daycare center. This action to facilitate updating, reinvestment in and reuse of this existing structure coincides with Goal HN-1 of the FFS Comprehensive Plan (Preserve, protect and revitalize neighborhoods).

**ATTACHMENTS**

1. [20250828\\_Ordinance Re Methodist\\_Village\\_Inc\\_.pdf](#)
2. [20250828\\_Methodist Village School-SWD.pdf](#)
3. [20250813 Map of 1801 S 74th St..pdf](#)

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

AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION; WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 1801 SOUTH 74<sup>th</sup> STREET TO METHODIST VILLAGE, INC. AND FOR OTHER PURPOSES

---

WHEREAS, real property at 1801 South 74<sup>th</sup> Street (“Subject Property”) was donated to the City of Fort Smith by Methodist Nursing Home of Fort Smith, Inc., a predecessor of Methodist Village, Inc., on May 24, 1966;

WHEREAS, on June 2, 1966 the City of Fort Smith donated the Subject Property to Bost School for Limited Children, Inc., conditioned that it be used for purposes of a suitable facility for Bost’s school and including a reversion clause in favor of the City at such time when Bost ceases to use the property for that purpose;

WHEREAS, Bost, Inc. closed its school and vacated the Subject Property in 2024 thereby activating the reversion clause returning ownership of the Subject Property to the City of Fort Smith by Special Warranty Deed on May 29, 2024;

WHEREAS, the City of Fort Smith has no suitable use for the Subject Property, which continues to remain vacant and unused more than a year after ownership of same reverted to the City; and,

WHEREAS, Methodist Village, Inc. desires to reacquire the Subject Property for redevelopment, updating and use as a childcare/daycare facility.

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

SECTION 1: An exceptional situation exists requiring the waiving of the notice and competitive bidding provisions of Chapter 2, Article V, Division 3.4 of the Fort Smith Municipal Code so that the requirements are hereby waived for the conveyance of the real property located at 1801 South 74<sup>th</sup> Street (“Subject Property”) to Methodist Village, Inc.

SECTION 2: The conveyance of the Subject Property to Methodist Village, Inc. shall be conditioned on development and continued use as a childcare/daycare facility and the deed conveying the Subject Property to Methodist Village, Inc. shall contain provisions by which the title to the Subject Property shall revert to the City when the Subject Property is no longer used exclusively as childcare/daycare facility by Methodist Village, Inc. So conditioned, the conveyance of the Subject Property is hereby approved.

SECTION 3: The Mayor, his signature being attested by the City Clerk, is authorized to execute a special warranty deed, substantially in the form attached hereto, conveying title to the

Subject Property to Methodist Village, Inc. in accordance with the provisions of Section 2, hereof.

SECTION 4: The City Administrator and the City Attorney are hereby authorized to take any and all reasonable action to complete the conveyance of the Subject Property to Methodist Village, Inc.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF SEPTEMBER, 2025.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

Approved as to form:



\_\_\_\_\_  
Publish One Time

"I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument."

\_\_\_\_\_  
Grantee or Grantee's Agent

\_\_\_\_\_  
Grantee's Address\*

### **SPECIAL WARRANTY DEED**

THAT the CITY OF FORT SMITH, ARKANSAS, an Arkansas municipal corporation GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, paid by Methodist Village, Inc., GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the said GRANTEE, and unto its successors and assigns, the following described lands situated in the County of Sebastian, State of Arkansas:

A part of the Northwest Quarter (NW ¼) of Section Nineteen (19), Township Eight (8) North, Range Thirty-One (31) West, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter (NW ¼); thence North 300.0 feet along the West line of said Section Nineteen (19) for a point of beginning; thence North 428.50 feet along said West line; thence North 89°20' East, 316.0 feet; thence South 324.0 feet; thence South 48°26' West, 145.50 feet; thence South 89°20' West, 215.96 feet to the point of beginning, containing 2.988 acres, more or less, except public roads.

To have and to hold the same unto the said GRANTEE and unto its successors and assigns, with all tenements, appurtenances and hereditaments thereunto belonging, conditioned on the development and continued use of the above-described property as a childcare/daycare facility by said GRANTEE, its successors and assigns, and should said GRANTEE, its successors and assigns, cease to use the above-described property exclusively as a childcare/daycare facility, then the above-described property, with all tenements, appurtenances and hereditaments thereunto belonging, shall revert to GRANTOR, City of Fort Smith, Arkansas.

And GRANTOR does hereby covenant unto and with the said GRANTEE, its successors or assigns, that GRANTOR will forever warrant and defend the title to the above-described property against the lawful claims of all persons claiming by, through or under GRANTOR, but against none other.



IN WITNESS WHEREOF, the GRANTOR herein has hereunto caused these presents to be executed on this \_\_\_\_\_ day of September, 2025.

CITY OF FORT SMITH, ARKANSAS

By: \_\_\_\_\_

Mayor

ATTEST:

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

**ACKNOWLEDGMENT**

STATE OF ARKANSAS     )  
                                      )ss.  
COUNTY OF SEBASTIAN )

On this \_\_\_\_\_ day of September, 2025, before me, a Notary Public, duly commissioned, qualified and acting within the State and County aforesaid, appeared in person the within name George McGill and Sherri Gard, to me personally well known, who stated that they were the Mayor and City Clerk respectively of the City of Fort Smith, Arkansas, a Municipal Corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further states and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on the day and date last written above.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_  
[SEAL]

# 1801 South 74th St



8/13/2025, 4:43:10 PM

Parcels  
Roads

1:1,672

0 0.01 0.03 0.06 mi  
0 0.03 0.05 0.1 km



Fort Smith Police Department, Fort Smith GIS staff,  
Sebastian County Assessor GIS staff, Fort Smith GIS  
staff, Map data © OpenStreetMap contributors, Microsoft,  
Facebook, Google, Esri Community Maps contributors,  
Map layer by Esri



## MEMORANDUM

**TO:** Honorable Mayor & Members of the Board of Directors  
**CC:** Jeff Dingman, Acting City Administrator  
**FROM:** Eric Garvin, Acting Director of Human Resources  
**DATE:** August 27, 2025  
**SUBJECT:** Resolution to finalize appointment of Director of Internal Audit

### **SUMMARY**

Following the Executive Session held on August 12, 2025, Director Kemp made a motion to appoint Amanda Strange as the Director of Internal Audit pending finalization of an employment agreement. Based on input from the Board following the August 12th Executive Session, an offer of employment was extended to Ms. Amanda Strange, and she has accepted, pending final approval by the Board.

The purpose of this agenda item is to formally confirm the appointment and approve the employment agreement with Ms. Strange. The proposed resolution and a copy of the employment agreement are attached. Based on the agreement, Amanda Strange would start as the new Director of Internal Audit with the City effective September 8, 2025.

### **ATTACHMENTS**

1. [Amanda\\_Strange\\_Hire\\_Resolution\\_09022025.pdf](#)
2. [Item 2065 Amanda Strange Employment Agreement 08222025.pdf](#)



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION CONFIRMING THE APPOINTMENT AND EMPLOYMENT OF A  
DIRECTOR OF INTERNAL AUDIT AND AUTHORIZING THE MAYOR TO EXECUTE  
AN AT-WILL EMPLOYMENT AGREEMENT**

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

SECTION 1: The City of Fort Smith Board of Directors hereby confirms the appointment and employment of Ms. Amanda Strange as Director of Internal Audit effective September 8, 2025.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the attached at-will employment agreement with Director of Internal Audit Ms. Amanda Strange.

This Resolution adopted this 2<sup>nd</sup> day of September, 2025.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

*Approved as to Form:*



\_\_\_\_\_  
*No Publication Required*

## **AT WILL** **EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") made and entered into as of the \_\_\_\_ day of September, 2025, by and between Amanda Strange (hereinafter "Strange") and the City of Fort Smith, Arkansas (hereinafter "the City"), as follows:

1. **Term of agreement.** This Agreement shall remain in full force and effect from September 8, 2025 until terminated by City or Strange as provided in this Agreement.

2. **Duties.** The City and Strange agree that Strange shall perform duties as the Director of Internal Audit for the City and shall perform all the duties of a Director of Internal Audit as prescribed by City Ordinances and such other lawful duties as the City may direct from time to time.

3. **Term of Employment.** Strange's employment as Director of Internal Audit shall be "at will" employment for an indefinite term and, on the vote of a majority of the membership of the Fort Smith Board of Directors ("Board"), the Director of Internal Audit's employment may be terminated at any time without cause. Strange may resign from her employment at any time without the necessity of stating a reason and, if she is in good standing Strange shall receive all of the benefits set forth herein due upon resignation.

4. **Salary.** As partial compensation, beginning on September 8, 2025, Strange shall receive an annualized salary of \$115,000.08. It is understood and agreed that this salary amount shall be reviewed annually by the Board as part of a formal performance evaluation described in Paragraph 5 below.

5. **Annual Performance Evaluation.** City, acting through its Board, shall annually review Strange's performance by a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by City and Strange. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. In the event that an annual review does not occur, Strange understands and agrees that failure to conduct a review is not to be construed by her or any third party, including but not limited to a reviewing agency or court, as approval of her job performance or as meaning that there are/were no aspects of her job performance which were in any way insufficient. Failure to conduct an annual review, should that occur, is not to be deemed a violation of any condition of Strange's employment and does not in any way prevent or limit the Board from terminating her employment, either for cause or without cause.

6. **Termination of Employment for Cause.** Strange's employment as Director of Internal Audit is subject to termination by a vote of six members of the Board at any time for cause. "Cause" for the purpose of this provision means: (a) being charged by lawful authority with a felony crime, or with a misdemeanor involving moral turpitude or dishonesty; (b) dereliction of duty or failure to perform the duties of Employee's job;

(c) failure to perform the duties of the job or to comply with the policies, standards, and regulations of the City as are from time to time established, irrespective of whether Employee has received any prior warning or counseling by the City concerning same; (d) willful misconduct in performing the duties of the job or directed towards any Director, supervisor, or other employee of the City; (e) intentionally or willfully violating any law, rule, or regulation applicable to the job held by Employee; (f) conduct involving moral turpitude, unbecoming to the position of employment Employee holds with the City, whether or not charged as a crime or otherwise casting or tending to cast discredit on the City and/or its reputation, services, Directors, administration, employees, and/or citizenry, even if such conduct is not charged as a crime within the provisions of subsection (a) above; and (g) any other act of misconduct by Employee in the rendering of services on behalf of the City. In such event, the Board may terminate Strange's employment or place Strange on "suspension" under such conditions as determined by the Board. If placed on "suspension," Strange shall not be considered "in good standing" for the purpose of resigning so as to be eligible for the benefits provided by this Agreement. In construing or applying this provision, any word or term is to be construed most favorably to the City in the event of any dispute between the parties over the terms of this Agreement and whether Employee's conduct justified termination for cause.

7. **Severance Benefits -Termination of Employment Without Cause.**

Commencing on September 8, 2025, Strange shall be entitled to severance benefits as provided in this Paragraph in the event her employment is terminated without cause by a majority vote of the Board.

a. Commencing on September 8, 2025, if the City terminates Strange's employment as Director of Internal Audit without cause, Strange shall receive severance benefits of six (6) months of her then current salary together with payment of premiums for health, dental and vision coverage for the six (6) month period, provided Strange is enrolled in those benefits and elects COBRA coverage. The salary portion of the severance benefit shall be paid on a bi-weekly basis.

b. In the event Strange terminates her employment as Director of Internal Audit within four (4) months of the date of taking office (not date of election) of any changed membership of the Board, the City shall pay to Strange (or her personal representative) severance pay equal to one (1) month of her then current salary and shall pay Strange's premiums for health, dental and vision coverage for one (1) month following such termination of employment provided Strange is enrolled in those benefits and elects COBRA coverage. Otherwise, there shall be no severance benefit paid under this Paragraph 7 of this Agreement in the event Strange terminates her employment as Director of Internal Audit.

8. **Vacation.** Strange shall be granted 160 hours of vacation time on her first day of employment. The vacation leave accrual will be in accordance with the Ordinances of the City applicable to non-uniformed employees as may be amended by the City from time to time. In the event of the termination of her employment, by resignation, termination, or death, the City shall pay the accrued vacation leave to Strange (or her personal representative).

9. **Other Benefits.** Strange shall be allowed sick leave, health coverage, dental coverage, vision coverage, life insurance, supplemental insurance, disability insurance, longevity pay, holidays, discretionary day, and retirement benefits, including an annual deferred compensation contribution, in accordance with the Ordinances of the City applicable to non-uniformed employees as may be amended by the City from time to time.

10. **Vehicle.** The City shall pay the sum of \$600.00 per month to Strange as vehicle allowance. Strange shall be responsible for taxes, if any, that may be determined to be due on said car allowance. Use of Strange's own vehicle shall be for travel in the local area (generally a fifty (50) mile radius of Fort Smith). Travel for City business beyond the local area may be accomplished by Strange using a City vehicle.

11. **Outside Activities.**

a. The employment provided for by this Agreement shall be Strange's sole employment.

b. At any time Strange is receiving payment of a severance benefit pursuant to this Agreement, if requested by the Board or an authorized representative of the City, Strange shall consult with the City regarding questions or issues that arose during the term of her employment as Director of Internal Audit. Such consultation must take place within normal business hours and at a time that is reasonably convenient for Strange.

12. **Bonding.** City shall bear the full cost of any fidelity or other bonds required of Strange under any law or ordinance.

13. **Confidential Information.** For this provision, "confidential information" is any record not a public record under the Arkansas Freedom of Information Act and any other information not previously made public. After the term of employment pursuant to this Agreement ends for any reason, Strange shall not disclose to any person or entity, other than the Board or the City's designated representative, confidential information regarding the City, any City employee, any City Director or other person or entity engaged in business with the City.

14. **Duty to Defend.** The City agrees to defend Strange against any tort claim or other civil action filed against her by a third party, whether groundless or not, arising out of her performance of her duties as Director of Internal Audit. Further, if by reason of a guilty plea, binding admission, or final judgment by a court of competent jurisdiction Strange is found to have committed intentional misconduct regarding her duties as Internal Auditor, including but not limited to intentional falsification of audit reports, misappropriation of funds by herself, or knowingly assisting in the misappropriation of funds by others, then this indemnity obligation will not apply to any payment of a judgment, damages, or repayment of such misappropriated or otherwise knowingly misused funds.



15. **Entire Agreement.** This Employment Agreement contains the entire agreement between the parties and supersedes all prior, oral and written agreements, understandings, commitments of any kind or nature.

16. **No Waiver.** No waiver of or failure to enforce any term, provision or condition of this Agreement whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further waiver or continuing waiver of any such term, provision or condition or as a waiver of any term, provision or condition of this Employment Agreement.

17. **Binding Event.** This Employment Agreement will become binding only upon approval by a majority vote of the Board.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seal to this Employment Agreement on the day and year first above written.

Director of Internal Audit

\_\_\_\_\_  
Amanda Strange

City of Fort Smith, Arkansas

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Execution authorized by the Board at its meeting of September 2, 2025.



## MEMORANDUM

**TO:** Honorable Mayor and Members of the Board of Directors  
**FROM:** Jeff Dingman, Acting City Administrator  
**DATE:** August 27, 2025  
**SUBJECT:** Mission, Vision, and Strategic Priorities for the City of Fort Smith

### **SUMMARY**

The Board of Directors held its Strategic Workshop on August 22, 2025, which was facilitated by Kendall Ross, Associate Vice Chancellor, Economic & Workforce Development at the University of Arkansas, Fort Smith.

At the Strategic Workshop, the Board determined the following items for the City of Fort Smith:

#### **Mission Statement**

The City of Fort Smith is committed to providing resident-focused services, maintaining reliable infrastructure, and creating an environment that fosters economic advancement and a thriving community.

#### **Vision Statement**

Fort Smith strives to be a dynamic, business, family, and military friendly destination that welcomes people from all over the world.

#### **Value Statements**

**Safety** – We seek to continuously improve the safety of all areas of the city. We value a safe environment for all residents, employees, and visitors.

**Quality Core Services** - We work to deliver the highest quality services to our residents, customers, and visitors. We endeavor to understand the needs of residents/visitors and treat everyone consistently, fairly, and responsively.

**Quality of Life** - We strive to implement policies that increase the attractiveness of our community to businesses and job creators to improve economic opportunity for all. Furthermore, we recognize the importance of supporting recreation, entertainment, and cultural amenities that make Fort Smith a destination for new and continuing investment.

**Opportunity-** We seek to provide a path for all citizens to capture their full potential by achieving their individual goals. The City of Fort Smith seeks to be a community filled with the spirit of growth, success, and fulfillment. Our desire is to nurture, retain, and attract talent to make a positive difference in our future.

**Financial Responsibility** – The City of Fort Smith is a responsible steward of taxpayer dollars. Transparency, integrity, and honesty guide our financial conduct. We respect and recognize the importance of citizen-led accountability as well as outside audits to review our efforts.

**Hard-working Community** – Our citizens are persistent and willing to roll up their sleeves to do whatever it takes to put in the effort to provide for their families and improve the community. The City of Fort Smith celebrates the hard work, innovation, intelligence, and contributions our citizens make each and every day. We highlight and support the life-changing difference they make in our city.

### **2025-2026 Strategic Priorities**

**Priority 1:** The city of Fort Smith desires to support our military mission by working to create a military and defense industry support officer as part of the city leadership team.

**Priority 2:** The city of Fort Smith will work to fully utilize our riverfront asset by hosting a riverfront development summit of property owners and interested parties prior to the end of 2025. This will allow the city to best assess how it can be a helpful partner to progress.

**Priority 3:** In the 2026 budget cycle, the city of Fort Smith will work to develop a new long term infrastructure reinvestment policy.

**Priority 4:** Market our geographic location to attract industry and tourism.

- Develop an economic development commission.
- Sending City Staff to Conventions.
- Expand the staff communication team.
- Formulate a collaborative effort between the Chamber, City, and Discover Fort Smith.

**Priority 5:** Reimagine the City Budget Process by planning a budgetary workshop date, establishing Quarterly Reviews, and creating a zero-based budget.

**Priority 6:** Establish a Public Works Department by reorganizing the city staff regarding the Utility, Engineering, & Streets Departments.

- Implementation of CIP Street dollars will be conducted in-house.

The attached resolutions have been prepared to accommodate the aforementioned

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE 2025-2026 STRATEGIC PRIORITIES FOR THE CITY OF FORT SMITH

---

WHEREAS, the Mayor and Board of Directors participated in a Strategic Workshop on August 22, 2025; and,

WHEREAS, the Strategic Workshop was facilitated successfully by Kendall Ross from the University of Arkansas - Fort Smith Center for Economic Development; and,

WHEREAS, at the Strategic Workshop, the Mayor and Board of Directors drafted six Strategic Priorities for the City of Fort Smith, Arkansas;

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

The Board of Directors of the City of Fort Smith hereby approves the 2025-2026 goals from the August 22, 2025, Strategic Workshop.

THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.  
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:



\_\_\_\_\_  
NPR

**2025-2026 Strategic Priorities**  
**City of Fort Smith**  
**August 22, 2025**

**Priority 1:** The city of Fort Smith desires to support our military mission by working to create a military and defense industry support officer as part of the city leadership team.

**Priority 2:** The city of Fort Smith will work to fully utilize our riverfront asset by hosting a riverfront development summit of property owners and interested parties prior to the end of 2025. This will allow the city to best assess how it can be a helpful partner to progress.

**Priority 3:** In the 2026 budget cycle, the city of Fort Smith will work to develop a new long term infrastructure reinvestment policy.

**Priority 4:** Market our geographic location to attract industry and tourism.

- Develop an economic development commission.
- Sending City Staff to Conventions.
- Expand the staff communication team.
- Formulate a collaborative effort between the Chamber, City, and Discover Fort Smith.

**Priority 5:** Reimagine the City Budget Process by planning a budgetary workshop date, establishing Quarterly Reviews, and creating a zero-based budget.

**Priority 6:** Establish a Public Works Department by reorganizing the city staff regarding the Utility, Engineering, & Streets Departments.

- Implementation of CIP Street dollars will be conducted in-house.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION REPEALING RESOLUTION NO. R-1-24 AND ADOPTING A MISSION STATEMENT  
FOR THE CITY OF FORT SMITH

---

WHEREAS, the Mayor and Board of Directors participated in a Strategic Workshop on August 22, 2025; and,

WHEREAS, the Strategic Workshop was facilitated successfully by Kendall Ross from the University of Arkansas - Fort Smith Center for Economic Development; and,

WHEREAS, at the Strategic Workshop, the Mayor and Board of Directors drafted a Mission Statement for the City of Fort Smith, Arkansas;

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

SECTION 1: Resolution No. R-1-24, adopted on January 2, 2024, is hereby repealed.

SECTION 2: The following Mission Statement is hereby adopted for the City of Fort Smith, Arkansas:

**MISSION STATEMENT**

*The City of Fort Smith is committed to providing resident-focused services, maintaining reliable infrastructure, and creating an environment that fosters economic advancement and a thriving community.*

THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

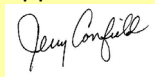
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:



RESOLUTION NO. R-1-24RESOLUTION REPEALING RESOLUTION NO. R-40-07 AND ADOPTING  
A MISSION STATEMENT FOR THE CITY OF FORT SMITH

WHEREAS, the Mayor and Board of Directors participated in a Strategic Workshop held at the Bonneville House on September 29, 2023; and,

WHEREAS, the Strategic Workshop was facilitated successfully by Kendall Ross from the University of Arkansas – Fort Smith Center for Economic Development; and,

WHEREAS, at the Strategic Workshop, the Mayor and Board of Directors drafted a Mission Statement for the City of Fort Smith, Arkansas;

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

SECTION 1: Resolution No. R-40-07, adopted on April 3, 2007, is hereby repealed.

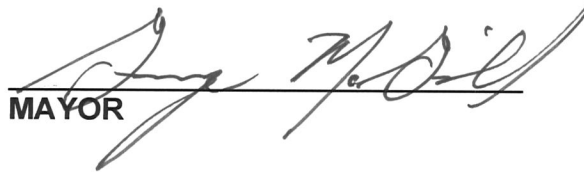
SECTION 2: The following Mission Statement is hereby adopted for the City of Fort Smith, Arkansas:

**MISSION STATEMENT**

*The City of Fort Smith is committed to providing high quality, resident-focused services for the advancement of a thriving community.*

This Resolution passed this 2<sup>nd</sup> day of January, 2024.

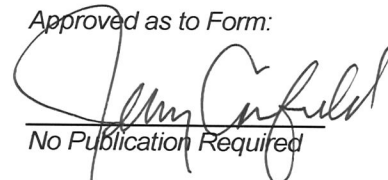
**APPROVED:**

  
MAYOR

**ATTEST:**

  
CITY CLERK

Approved as to Form:

  
No Publication Required



## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION REPEALING RESOLUTION NO. R-2-24 AND ADOPTING A VISION STATEMENT AND  
VALUE STATEMENTS FOR THE CITY OF FORT SMITH

---

WHEREAS, the Mayor and Board of Directors participated in a Strategic Workshop on August 22, 2025; and,

WHEREAS, the Strategic Workshop was facilitated successfully by Kendall Ross from the University of Arkansas - Fort Smith Center for Economic Development; and,

WHEREAS, at the Strategic Workshop, the Mayor and Board of Directors drafted a Vision Statement and Value Statements for the City of Fort Smith, Arkansas;

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

SECTION 1: Resolution No. R-2-24, adopted on January 2, 2024, is hereby repealed.

SECTION 2: The following Vision Statement and Value Statements are hereby adopted for the City of Fort Smith, Arkansas:

**Vision Statement:**

*Fort Smith strives to be a dynamic, business, family, and military friendly destination that welcomes people from all over the world.*

**Value Statements:**

**Safety** – *We seek to continuously improve the safety of all areas of the city. We value a safe environment for all residents, employees, and visitors.*

**Quality Core Services** - *We work to deliver the highest quality services to our residents, customers, and visitors. We endeavor to understand the needs of residents/visitors and treat everyone consistently, fairly, and responsively.*

**Quality of Life** - *We strive to implement policies that increase the attractiveness of our community to businesses and job creators to improve economic opportunity for all. Furthermore, we recognize the importance of supporting recreation, entertainment, and cultural amenities that make Fort Smith a destination for new and continuing investment.*

**Opportunity-** *We seek to provide a path for all citizens to capture their full potential by achieving their individual goals. The City of Fort Smith seeks to be a community filled with the spirit of growth, success, and fulfillment. Our desire is to nurture, retain, and attract talent to make a positive difference in our future.*

**Financial Responsibility** – *The City of Fort Smith is a responsible steward of taxpayer dollars. Transparency, integrity, and honesty guide our financial conduct. We respect and recognize the importance of citizen-led accountability as well as outside audits to review our efforts.*

**Hard-working Community** – *Our citizens are persistent and willing to roll up their sleeves to do whatever it takes to put in the effort to provide for their families and improve the community. The City of Fort Smith celebrates the hard work, innovation, intelligence, and contributions our citizens make each and every day. We highlight and support the life-changing difference they make in our city.*

THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:



**RESOLUTION NO. R-2-24**

**RESOLUTION REPEALING RESOLUTION NO. R-83-07 AND ADOPTING  
A VISION STATEMENT AND VALUE STATEMENTS FOR THE CITY OF FORT SMITH**

---

WHEREAS, the Mayor and Board of Directors participated in a Strategic Workshop held at the Bonneville House on September 29, 2023; and,

WHEREAS, the Strategic Workshop was facilitated successfully by Kendall Ross from the University of Arkansas – Fort Smith Center for Economic Development; and

WHEREAS, at the Strategic Workshop, the Mayor and Board of Directors drafted a new Vision Statement and Value Statements for the City of Fort Smith, Arkansas;

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

SECTION 1: Resolution No. R-83-07, adopted on June 5, 2007, is hereby repealed.

SECTION 2: The following Vision Statement and Value Statements are hereby adopted for the City of Fort Smith, Arkansas:

**VISION STATEMENT**

*Fort Smith strives to be a dynamic, business, family, and military friendly destination that welcomes people from all over the world.*

**VALUE STATEMENTS**

**Safety** - *We seek to continuously improve the safety of all areas of the city. We value a safe environment for all residents, employees, and visitors.*

**Growth** - *We strive for accelerated growth to make our city attractive for residents, visitors, business, and industry. This includes promotion of the city's water supply, healthcare, military, technology, education, and manufacturing along with world class quality of place.*

**World Class Quality of Place** - *The city of Fort Smith strives for excellence in all that we do; with a particular focus on maintaining a high quality of life for our residents and providing amenities and infrastructure designed to attract visitors and investment in our community.*

**Quality Core Services** - We work to deliver the highest quality services to our residents, customers, and visitors. We endeavor to understand the needs of residents/visitors and treat everyone consistently, fairly, and responsively.

**Environment** - We value a safe, clean environment for all residents, employees, and visitors. We strongly encourage the utilization of available federal and state programs to diversify our energy usage.

**Trust/Integrity** - Integrity is ethical behavior, honesty, and working in the best interest of the residents. We demonstrate trust with all residents by operating with a transparent and efficient government and by enforcing accountability. We also recognize that open and honest communication is a primary component in maintaining trust with the community.

This Resolution passed this 2<sup>nd</sup> day of January, 2024.

**APPROVED:**

  
MAYOR

**ATTEST:**

  
CITY CLERK

Approved as to Form:

  
No Publication Required



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Chris Hoover, Grants & Government Relations Management  
**DATE:** August 28, 2025  
**SUBJECT:** Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement With the Fort Smith School District

### **SUMMARY**

On October 22, 2024 the City of Fort Smith Board of Directors passed a resolution authorizing the City Administrator to submit an application on behalf of the Fort Smith Public School District to the Community Noise Mitigation Grant Program through the Office of Local Defense Community Cooperation. On May 14, 2025 city staff was notified that the submitted application was selected for award. The Office of Local Defense Community Cooperation is now requiring that the City of Fort Smith and the Fort Smith Public School District enter into an Intergovernmental Agreement prior to grant administration and before construction activities can commence. This agreement also ensures that the Fort Smith Public School District will pay back the City of Fort Smith for the 10% local match that is required in the amount of \$435,063. Noise mitigation activities will occur at both Carnall Elementary and Orr Elementary n/k/a Orr Learning Academy. Project Budget is outlined below.

### **Orr Elementary n/k/a Orr Learning Academy**

90% OLDCC Funds-\$1,802,711  
 10% Local Match-\$200,302  
 Total Project: \$2,003,013

### **Carnall Elementary**

90% OLDCC Funds-\$2,112,843  
 10% Local Match-\$234,761  
 Total Project: \$2,347,604

### **Combined Projects**

90% OLDCC Funds: \$3,915,554  
 10% Local Match: \$435,063  
 Total Project Costs: \$4,350,617

## **ATTACHMENTS**

1. [9-2-25\\_Item\\_ID\\_1964\\_Resolution.pdf](#)
2. [Intergovernmental Agreement SIGNED.pdf](#)

GRANT AMOUNT:	4350617
GRANT NAME:	Community Noise Mitigation Grant Program
GRANT AGENCY:	Office of Local Defense Community Cooperation

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO INTERGOVERNMENTAL AGREEMENT  
WITH THE FORT SMITH SCHOOL DISTRICT

---

WHEREAS, grant funds for the Community Noise Mitigation Grant Program from the Office of Local Defense Community Cooperation were available for application; and

WHEREAS, on October 22, 2024, the Fort Smith Board of Directors passed Resolution No. R-184-24 RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO FOR AND ACCEPT GRANT FUNDING FOR THE COMMUNITY NOISE MITIGATION PROGRAM THROUGH THE OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION; and

WHEREAS, on May 14<sup>th</sup>, 2025 City Administration was notified that its submitted application was selected for award; and

WHEREAS, as part of the grant the Office of Local Defense Community Cooperation is requiring that the City of Fort Smith and Fort Smith School District enter into an intergovernmental agreement for the purposes of grant administration and management; and

WHEREAS, on Monday, August 25, 2025 the Fort Smith School Board unanimously approved the Superintendent of Fort Smith Public Schools work with the City of Fort Smith for the purposes of implementing noise mitigation activities at Orr Elementary and Carnall Elementary Schools.

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

SECTION 1: The Interlocal Agreement, substantially in the form attached hereto, between the City of Fort Smith and the Fort Smith Public School District regarding a Community Noise Mitigation Program is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Interlocal Agreement approved by Section 1.

This Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

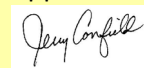
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:



\_\_\_\_\_  
City Attorney



## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the City of Fort Smith, Arkansas (the “City”) and the Fort Smith Public School District (“FSPSD”) (the City and the FSPSD may be referred to herein individually as a “Party” and collectively as the “Parties”). This Agreement is made effective on the date it is signed by the last of the Parties to sign such Agreement, as indicated below.

WHEREAS, in 2024, the Office of Local Defense Community Cooperation (“OLDCC”) established the Community Noise Mitigation Grant Program (“Grant Program”) to assist states, local governments and tribal entities impacted by fixed-wing aviation noise, including those impacted by active and/or reserve installations;

WHEREAS, as a result of the Foreign Military Sales Pilot Training Center program operating at Ebbing Air National Guard Base in Fort Smith, the City was eligible to apply for funding under the Grant Program;

WHEREAS, while schools are a covered facility within the terms of the Notice of Funding Opportunity (“NOFO”) of the Grant Program, only states, local governments, or tribal entities are eligible applicants under the Grant Program;

WHEREAS, Carnall Elementary and Orr Elementary n/k/a Orr Learning Academy (“subject schools”), both of which are schools within the FSPSD, are within the designated area of facilities eligible for funding under the terms of the NOFO of the Grant Program;

WHEREAS, on October 17, 2024, the City and the FSPSD signed a letter to the OLDCC a letter of support for funding under the Grant Program for noise mitigation projects at the subject schools;

WHEREAS, on October 22, 2024, the City made an application under the Grant Program on behalf of the FSPSD for funds for noise mitigation projects at the subject schools (collectively the “Project”);

WHEREAS, on May 14, 2025, the City was awarded funding, as further identified below, under the Grant Program for the Project;

WHEREAS, under the terms of the Grant Program, there is required to be paid a 10% local match of funds awarded under said program;

WHEREAS, the Parties intend for the FSPSD to serve as a subaward recipient with respect to the funds awarded the City under the Grant Program and desire to set forth their understanding and agreement as to the payment of the 10% local match required relative to the funds awarded to the City under the Grant Program.

NOW, THEREFORE, subject to the terms and conditions of this Agreement, and in consideration of the mutual agreements and covenants hereinafter set forth and the recitals set

forth above, and for other good and valuable consideration to the City and the FSPSD, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties agree that the recitals set forth above are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

2. Funds awarded under the Grant Program. The City has been awarded funds under the Grant Program in the amount of \$3,915,554 (\$1,802,711 attributable to noise mitigation projects at Orr Elementary n/k/a Orr Learning Academy; \$2,112,843 attributable to noise mitigation projects at Carnall Elementary) ("Grant Funds") for noise mitigation projects at the subject schools. The FSPSD shall submit to the City a written request for Grant Funds as necessary. Within ten (10) business days of receipt of a written request for Grant Funds from the FSPSD, the City shall forward such request to the OLDCC. The City agrees to provide the FSPSD Grant Funds received from the OLDCC within twenty (20) business days of the City's receipt of such funds.

The terms and conditions applicable to use of the Grant Funds under the Grant Program ("Terms and Conditions") for the Project are attached hereto as Exhibit "1" and incorporated herein by reference. The FSPSD agrees to comply with the Terms and Conditions applicable to the "Grantee" and agrees to assist the City in complying with the Terms and Conditions as necessary. In the event the final Project cost exceeds the approved budget for the Project, the FSPSD is responsible to provide any additional funding needed to complete the Project. In the event the final Project cost is less than the approved budget for the Project, the OLDCC and the FSPSD will recover those savings in proportion to their share of the approved budget.

3. Local match. The local match required to be paid relative to the funds awarded to the City under the Grant Program for the Project is in the amount of \$435,063 (\$200,302 attributable to noise mitigation projects at Orr Elementary n/k/a Orr Learning Academy; \$234,761 attributable to noise mitigation projects at Carnall Elementary) ("Local Match"). The City agrees to initially be responsible for payment of the Local Match. After payment of the Local Match, or any portion thereof, the City shall provide the FSPSD a written notice setting forth the amount of the Local Match paid by the City. Within thirty (30) days receipt of the written notice from the City, the FSPSD shall reimburse the City the amount of the Local Match paid by the City. It is the Parties' intent and agreement that any and all amounts of the Local Match paid by the City will be fully reimbursed by the FSPSD.

4. Representation and warranties.

4.1 The City represents and warrants that the undersigned has full power, authority and legal right to execute and deliver this Agreement and any other instruments or documents contemplated hereby and to consummate the transaction otherwise contemplated hereby. This Agreement has been duly executed and delivered by the City and constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with the terms hereof except as may be limited by law. No further consent, approval or other action of any court or

third party is required to be obtained by the City in connection with the transactions contemplated in this Agreement.

4.2 The FSPSD represents and warrants that the undersigned has full power, authority and legal right to execute and deliver this Agreement and any other instruments or documents contemplated hereby and to consummate the transaction otherwise contemplated hereby. This Agreement has been duly executed and delivered by the FSPSD and constitutes the legal, valid and binding obligation of the FSPSD, enforceable against the FSPSD in accordance with the terms hereof except as may be limited by law. No further consent, approval or other action of any third party is required to be obtained by the FSPSD in connection with the transactions contemplated in this Agreement.

## 5. Miscellaneous.

5.1 Any notice required or permitted to be given pursuant to this Agreement shall be provided to the other Party as the addresses indicated below, or to such other address as the Parties may from time to time designate by written notice to the other Party:

### To the City:

City of Fort Smith  
Office of City Administrator  
P.O. Box 1908  
Fort Smith, AR 72902

### To the FSPSD:

Fort Smith Public School District  
Superintendent  
3205 Jenny Lind Road  
Fort Smith, AR 72901

5.2 This Agreement contains and constitutes the full and entire agreement between and among the Parties and supersedes all prior agreements, negotiations and understandings between and among the Parties relating to the subject matter hereof, written or oral. Except as otherwise specifically provided, no change, amendment, modification, waiver or addition to this Agreement shall be valid unless made in writing and signed by or on behalf of the City and the FSPSD.

5.3 If any term of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each of the terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

5.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

5.5 The failure of any Party to this Agreement at any time to enforce any provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

5.6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A facsimile or electronic signature on this Agreement shall have the same force and effect as an original signature thereto. This Agreement shall be binding and enforceable upon signature and delivery by all Parties to this Agreement of signed counterparts, regardless of whether delivery is effected by delivery of original or facsimile or electronic signatures.

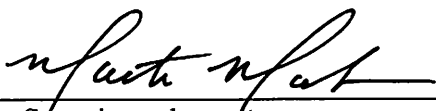
5.7 The failure of any Party to this Agreement at any time to enforce any provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the Mayor and City Clerk on behalf of the City of Fort Smith, and by the Superintendent on behalf of the Fort Smith Public School District.

CITY OF FORT SMITH, ARKANSAS

FORT SMITH PUBLIC SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Mayor

By:   
Superintendent

ATTEST:

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

8. 28. 25  
Date

\_\_\_\_\_  
Date



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Andrew Richards, Chief Financial Officer  
**DATE:** August 28, 2025  
**SUBJECT:** Internal Audit Utilities Risk Assessment and Termination of Internal Audit Outsourcing Services

### SUMMARY

#### **Internal Audit Utilities Risk Assessment**

The Audit & Advisory Committee met on July 10, 2025 and recommended that Baker Tilly be engaged to perform an internal audit risk assessment of the Utilities Department. The proposed engagement outlined in the attached statement of work is expected to take approximately 100 hours to complete at a cost of \$25,000. Baker Tilly expects to complete the engagement in two months assuming the City will provide adequate support, preparedness, and cooperation from personnel and stakeholders including timely access to necessary personnel, systems, processes, and relevant information/documentation. The City is also expected to designate a resource to assist Baker Tilly with coordination activities, including scheduling meetings and facilitating the gathering of information.

The terms and conditions attached to the statement of work are still under review by legal counsel of both the city and Baker Tilly. Under the city's procurement policy, the City Administrator as the authority to enter into professional services contracts under \$300,000. In order to expedite the engagement, I am proposing that the Board of Directors approve the statement of work by resolution, directing the activities of the city's internal audit department, as well as authorize the City Administrator to execute the terms and conditions once the legal review process is completed.

#### **Termination of Internal Audit Outsourcing Services**

With the hiring of a new Director of Internal Audit, the Audit & Advisory Committee recommended that Internal Audit Outsourcing engagement for 2025 with Baker Tilly be discontinued. The engagement was agreed to at a cost of \$10,000 per month and approved by the Board with Resolution No. 236-24 on December 17, 2024.

The attached proposed resolution also directs the City Administrator to terminate this agreement.

**ATTACHMENTS**

1. [20280828\\_ITEM 2089\\_Resolution\\_-\\_Baker Tilly\\_Agreement\\_approval.pdf](#)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO  
EXECUTE AN AGREEMENT WITH BAKER TILLY ADVISORY GROUP, LP FOR  
RISK ASSESSMENT SERVICES FOR THE WATER AND SEWER DEPARTMENT AND  
TERMINATING THE PREVIOUS AGREEMENT FOR SERVICES WITH BAKER TILLY  
ADVISORY GROUP, LP

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

Section 1. The Scope of Work from Baker Tilly Advisory Group, LP, incorporated herein by reference, for internal audit services for risk assessment of the Water and Sewer Department is hereby approved.

Section 2. The City Administrator is hereby authorized to execute an Agreement for the Scope of Work, approved by Section 1 hereof, on behalf of the City.

Section 3. The agreement with Baker Tilly Advisory Group, LP for internal audit outsourcing services, approved by Resolution No. 236-24, is terminated effective immediately. The City Administrator shall take all necessary actions to effectuate the termination of the agreement approved by Resolution No. 236-24.

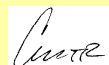
This Resolution adopted this \_\_\_\_\_ day of September, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney





## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Andrew Richards, Chief Financial Officer  
**DATE:** August 26, 2025  
**SUBJECT:** 2025 - 2026 Water Chemical Bid Tabulation

### **SUMMARY**

Attached you will find the bid tabulation for Treatment Chemicals for the 2025-2026 year. These chemicals will be used by the Fort Smith Water and Wastewater Departments.

To reduce cost, we solicited bids by partnering with eBridge, an online service that assists in achieving true-market value. Our traditional sealed bid process allows a vendor to submit one bid, but through eBridge, a vendor has the opportunity to adjust their bid price during the online bid event and the City benefits by realizing cost reductions.

A total of 22 suppliers (24 last year) participated, and 1,149 total bids were placed (1,055 last year) with 413 first-place turnovers (446 last year). As an example (see Exhibit A) three vendors were bidding on Polymer Coagulant Aid (SW-102). Because of the online bid process 193 bids were submitted as opposed to three bids the traditional way. While bidding, each vendor has no knowledge of their competitor's price. The vendor simply sees their current ranking and is afforded the opportunity to adjust their price. This process resulted in 193 bids submitted with the 1st place turnover rate of 80 times. The vendor that was awarded the bid at \$0.6979, their starting price was \$1.00 per pound and placed a total of 123 bids. The second lowest bidder submitted a total of 59 bids with a starting bid price of \$6.00 and an ending bid price of \$0.6990. Vendors have unlimited opportunities to lower their price. This process allows each vendor a fair opportunity and provides the City with significant costs savings.

Exhibit B is the Final Bid Submission Report provided by eBridge which documents all bidders for each item and their final bid.

Please note that liquid chlorine and potassium permanganate were not included in the online bid process with eBridge. They are being presented as separate items for approval by way of ordinances.

Although the specifications are not attached, they are available in Purchasing should you or any members of the board wish to view them.

I am recommending that the bids noted by enclosure on the attached tabulations be accepted. Please let me know if you or any of the board members should have any questions.

## **ATTACHMENTS**

1. [09\\_02\\_2025\\_Item\\_1865\\_Resolution\\_Chemical\\_Bid\\_2025-2026.pdf](#)
2. [09\\_02\\_2025\\_Item\\_1865\\_Bid Tab 2025-2026.pdf](#)
3. [09\\_02-2025\\_Item\\_1865\\_Exhibit A Polymer Coagulant Aid \(SW-102\) Example.pdf](#)
4. [09\\_02\\_2025\\_Item\\_1865\\_Exhibit B eBridge Final Bid Submission.pdf](#)

*FISCAL IMPACT:*                      *Annual Bid*  
*BUDGET INFORMATION:*        *Budgeted / Various Departments*

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING BIDS FOR THE PURCHASE OF WATER AND  
WASTEWATER CHEMICALS FOR 2025-2026

---

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

The Bids, as indicated by enclosure on the attached Bid Tabulation 5501-2526-BA for the  
purchase of water and wastewater chemicals for 2025-2026, are accepted.

This Resolution adopted this \_\_\_\_\_ day of September, 2025.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

Approved as to form:



\_\_\_\_\_  
No Publication Required

**City of Fort Smith Bid #5501-2526-BA**  
**2025-2026 Water & Waste Water Treatment Chemicals (Effective October 1, 2025 - September 30, 2026)**

Pending Board Approval September 3, 2024

Vendor	Hydrated Lime	Liquid Chlorine *	Liq. Ferric Sulfate	Potassium Perm. **	SW-102 Polymer	CF-150 Polymer	Sodium Hypochlorite	Pow. Act. Carbon Lee Creek	Pow. Act. Carbon Lake Ft. Smith	Calcium Nitrate	Sodium Carbonate	Fluorosilicic Acid Lake Ft. Smith	Fluorosilicic Acid Lee Creek	Peracetic Acid Massard	Peracetic Acid P Street
<b>2024-2025 Pricing</b>	<b>\$591.37</b>	<b>\$2,760.00</b>	<b>\$322.00</b>	<b>\$4.320</b>	<b>\$0.7979</b>	<b>\$0.3700</b>	<b>\$5.000</b>	<b>\$1.010</b>	<b>\$0.900</b>	<b>\$625.00</b>	<b>\$915.00</b>	<b>\$800.00</b>	<b>\$1,280.00</b>	<b>\$0.427</b>	<b>\$0.427</b>
<b>Unit of Measure</b>	<b>Ton</b>	<b>Ton</b>	<b>Wet Ton</b>	<b>Pound</b>	<b>Pound</b>	<b>Pound</b>	<b>Gallon</b>	<b>Pound</b>	<b>Pound</b>	<b>Liquid Ton</b>	<b>Ton</b>	<b>Ton</b>	<b>Ton</b>	<b>Pound</b>	<b>Pound</b>
AR Lime Co.	\$600.00 ✓														
Arq Purification, LLC									\$1.0500						
Brainerd Chemical														\$0.4510	\$0.4510
Brenntag Southwest *		\$2,924.00 ✓			\$0.6979 ✓		\$5.000 ✓								
Calgon Carbon Corporation								\$1.690	\$0.972						
Carbon Activated Corporation								\$1.1500	\$0.9200						
Carmeuse Lime, Inc.	\$675.12														
Carus LLC **				\$4.320 ✓											
Chemtrade Chemicals			\$323.75 ✓			\$0.4000									
Citco Water, formerly Aulick										\$600.00					
Donau Carbon								\$0.7500 ✓	\$0.8980 ✓						
Enviro Tech Chemical														\$0.4500 ✓	\$0.4500 ✓
Jacobi Carbons, Inc.								\$0.8150	\$1.9600						
Lhoist North America	\$714.01														
Mississippi Lime Co	\$673.84														
Norit Americas Inc.								\$1.2500	\$0.9000						
Pencco, Inc.			\$324.50							\$599.00 ✓		\$600.00 ✓	\$764.00 ✓		
Polydyne Inc.					\$0.6990										
Source Technologies, LLC										\$620.50					
Thatcher Company Inc.										\$629.00	\$930.00 ✓				
USALCO						\$0.3995 ✓									
Water Tech, Inc.					\$0.8800										
<b>Incumbent</b>	<b>AR Lime</b>	<b>Brenntag SW</b>	<b>Chemtrade</b>	<b>Carus Corp.</b>	<b>Water Tech</b>	<b>USALCO</b>	<b>Brenntag SW</b>	<b>Donau</b>	<b>Donau</b>	<b>Citco Chem.</b>	<b>Thatcher Co.</b>	<b>Pencco</b>	<b>Pencco</b>	<b>Enviro Tech</b>	<b>Enviro Tech</b>

Price **Increase/(Decrease)**      \$8.63      \$164.00      \$1.75      0.000      (\$0.100)      0.0295      \$0.000      (0.260)      (0.002)      (\$26.00)      \$15.00      (\$200.00)      (\$516.00)      0.0230      0.0230

✓ Bid Award

\* Quoted price (only regional supplier) Ord. XX-XX

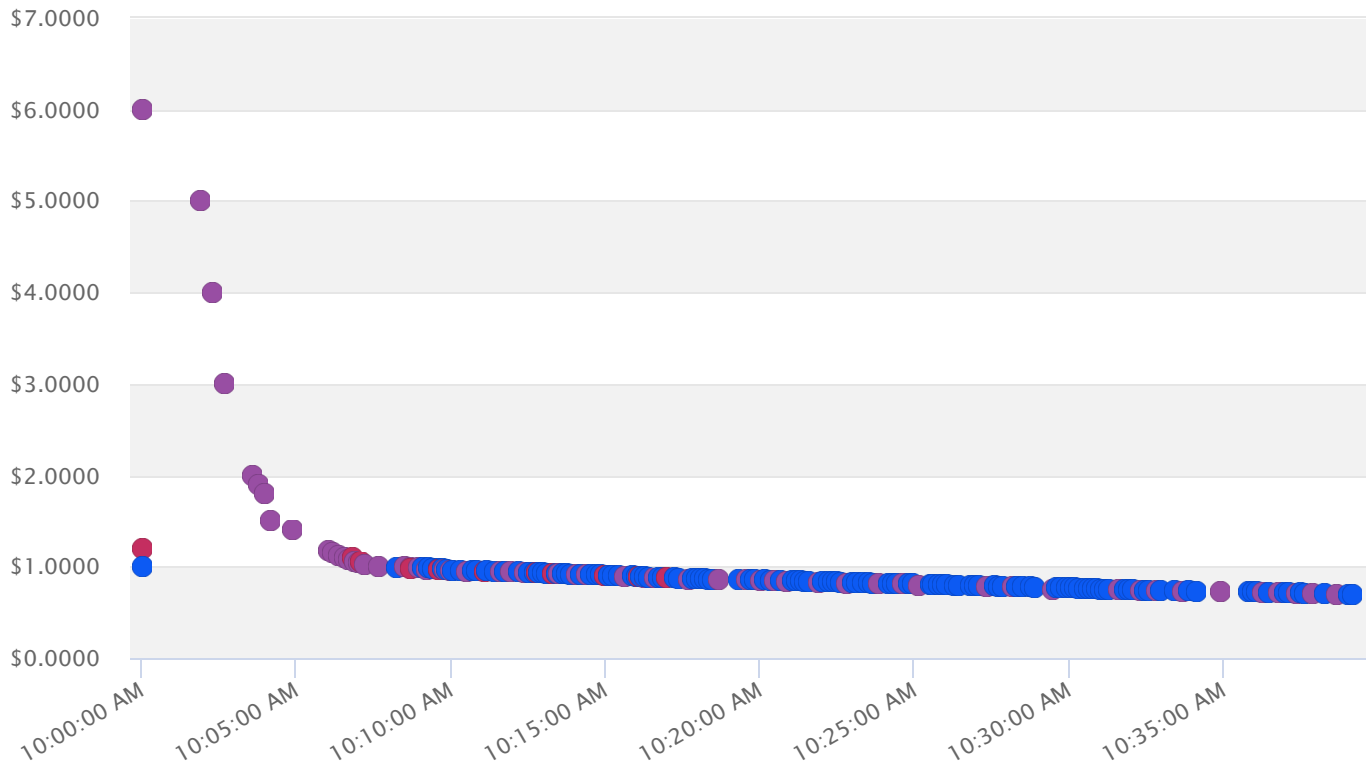
\*\* Quoted price (Sole Source) Ord. XX-XX

New: Pennco

Old: Citco

## Polymer Coagulant Aid (SW-102) - per Specifications, Delivered - Price per POUND

Rank	Company	Initial Bid	Final Bid	# of Bids
1	<span style="color: blue;">●</span> Brenntag Southwest Inc.	\$1.0000	\$0.6979	123
2	<span style="color: purple;">●</span> Polydyne Inc.	\$6.0000	\$0.6990	59
3	<span style="color: red;">●</span> Water Tech, Inc.	\$1.2000	\$0.8800	11



### Summary Stats

Number of Bids	193
1st Place Turnovers	80
Est. Bid Decrement	\$0.0020
Avg. Time Between Bids	351 milliseconds
High-Low Spread % 1st-2nd	0.16%
High-Low Spread % Total	20.69%
Extension Count	820



## Final Bid Submission Report for Water and Wastewater Treatment Chemicals Bid NO. 5501-2526-BA

Started: 8/21/2025 10:00 AM (CDT)

Ended: 8/21/2025 11:50 AM (CDT)

### Water and Wastewater Treatment Chemicals

#### Hydrated Lime - per Specifications, Delivered - Price per TON

Rank	Company	Bid Amount	Date/Time
1	Arkansas Lime Company	\$600.00	8/19/2025 8:53:59 AM
2	Mississippi Lime Company	\$673.84	8/20/2025 8:56:54 AM
3	Carmeuse Lime, Inc.	\$675.12	8/15/2025 11:20:00 AM
4	Lhoist North America of Missouri, Inc.	\$714.01	8/18/2025 12:53:33 PM

#### Liquid Ferric Sulfate - per Specifications, Delivered - Price per TON

Rank	Company	Bid Amount	Date/Time
1	Chemtrade Chemicals US LLC	\$323.75	8/21/2025 11:05:25 AM
2	Pencoco, Inc.	\$324.50	8/21/2025 11:03:45 AM

#### Polymer Coagulant Aid (SW-102) - per Specifications, Delivered - Price per POUND

Rank	Company	Bid Amount	Date/Time
1	Brenntag Southwest Inc.	\$0.6979	8/21/2025 10:39:12 AM
2	Polydyne Inc.	\$0.6990	8/21/2025 10:38:39 AM
3	Water Tech, Inc.	\$0.8800	8/21/2025 10:16:58 AM

#### Liquid Cationic Coagulant/Aluminum Chlorhydrate Solution (CF-150) - per Specifications, Delivered - Price per POUND

Rank	Company	Bid Amount	Date/Time
1	USALCO	\$0.3995	8/21/2025 11:26:50 AM
2	Chemtrade Chemicals US LLC	\$0.4000	8/21/2025 11:26:34 AM

#### Sodium Hypochlorite 10% - per Specifications, Delivered - Price per GALLON

Rank	Company	Bid Amount	Date/Time
1	Brenntag Southwest Inc.	\$5.0000	8/20/2025 9:47:35 AM

**Powdered Activated Carbon - per Specifications, Delivered in BAGS to Lee Creek - Price per POUND**

Rank	Company	Bid Amount	Date/Time
1	Donau Carbon	\$0.7500	8/21/2025 11:38:50 AM
2	Jacobi Carbons, Inc	\$0.8150	8/21/2025 11:47:31 AM
3	Carbon Activated Corporation	\$1.1500	8/21/2025 10:33:51 AM
4	Norit Americas Inc.	\$1.2500	8/21/2025 10:34:18 AM
5	Calgon Carbon Corporation	\$1.6900	8/21/2025 10:05:51 AM

**Powdered Activated Carbon - per Specifications, Delivered in BULK to Lake Fort Smith - Price per POUND**

Rank	Company	Bid Amount	Date/Time
1	Donau Carbon	\$0.8980	8/21/2025 11:37:27 AM
2	Norit Americas Inc.	\$0.9000	8/21/2025 10:34:40 AM
3	Carbon Activated Corporation	\$0.9200	8/21/2025 10:41:56 AM
4	Calgon Carbon Corporation	\$0.9720	8/21/2025 10:36:38 AM
5	Arq Purification, LLC	\$1.0500	8/21/2025 10:19:04 AM
6	Jacobi Carbons, Inc	\$1.9600	8/21/2025 10:08:35 AM

**Calcium Nitrate - per Specifications, Delivered - Price per LIQUID TON**

Rank	Company	Bid Amount	Date/Time
1	Pencco, Inc.	\$599.00	8/21/2025 10:25:14 AM
2	CITCO Water	\$600.00	8/21/2025 10:29:35 AM
3	Source Technologies, LLC	\$620.50	8/21/2025 10:16:51 AM
4	Thatcher Company, Inc.	\$629.00	8/21/2025 10:15:25 AM

**Soda Ash (Dense) - per Specifications, Delivered - Price per TON**

Rank	Company	Bid Amount	Date/Time
1	Thatcher Company, Inc.	\$930.00	8/19/2025 11:22:04 AM

**Fluorosilicic Acid - per Specifications, Delivered to Lake Fort Smith - Price per TON**

Rank	Company	Bid Amount	Date/Time
1	Pencco, Inc.	\$600.00	8/19/2025 9:06:41 AM

**Fluorosilicic Acid - per Specifications, Delivered to Lee Creek - Price per TON**

Rank	Company	Bid Amount	Date/Time
1	Pencco, Inc.	\$764.00	8/19/2025 9:06:41 AM



**15% Peracetic Acid Solutions - per Specifications, Delivered to Massard Wastewater Treatment Plant - Price per POUND**

Rank	Company	Bid Amount	Date/Time
1	Envirotech/Arxada	\$0.4500	8/21/2025 11:29:53 AM
2	Brainerd Chemical	\$0.4510	8/21/2025 11:46:20 AM

**15% Peracetic Acid Solutions - per Specifications, Delivered to "P" Street Wastewater Treatment Plant - Price per POUND**

Rank	Company	Bid Amount	Date/Time
1	Envirotech/Arxada	\$0.4500	8/21/2025 11:30:03 AM
2	Brainerd Chemical	\$0.4510	8/21/2025 11:47:06 AM



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Andrew Richards, Chief Financial Officer  
**DATE:** August 26, 2025  
**SUBJECT:** 2025 - 2026 Liquid Chlorine Annual Contract

### **SUMMARY**

Since 2013, Brenntag Southwest of Nowata, Oklahoma has been the only regional supplier to provide liquid chlorine to the City of Fort Smith. Because Brenntag is the available source for liquid chlorine in this region, we contacted the vendor directly. The attached ordinance is to waive the requirements of competitive bidding and to approve the quoted purchase price for the 2025 - 2026 purchases of liquid chlorine for \$2,924 per ton.

Chlorine is used at the Lee Creek and Lake Fort Smith plants, and the estimated combined annual usage is around 140 tons.

I am recommending that the enclosed ordinance be accepted.

Please let me know if you or any of the Board members should have any questions.

Attachments:

1. Item 1875 Ordinance.pdf
2. Item 1875 Brenntag quote.pdf

### **ATTACHMENTS**

1. [09-02-2025\\_Item\\_1875\\_\\_\\_Ordinance\\_-\\_Chlorine\\_Sole\\_Source.pdf](#)
2. [09\\_02\\_2025\\_Item 1875 Memo\\_Sole Source Brentag.pdf](#)

**FISCAL IMPACT:** *Annual Bid*  
**BUDGET INFORMATION:** *Budgeted / Various Departments*

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

ORDINANCE DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE  
REQUIREMENTS OF COMPETITIVE BIDDING FOR THE PURCHASE OF LIQUID  
CHLORINE FOR 2025-2026 FOR THE WATER UTILITIES DEPARTMENT

WHEREAS, the City of Fort Smith Utilities Department needs liquid chlorine for use at its water and treatment plants; and

WHEREAS, liquid chlorine is available from a single source.

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

An exceptional situation exists in which Brentag Southwest Inc. is the only available source for liquid chlorine. A waiver from the requirement of competitive bidding is necessary. Therefore, competitive bidding requirements are hereby waived, and the quoted purchase price for 2025-2026 purchases of liquid chlorine for \$2,924 per ton from Brentag Southwest, is approved.

Passed and approved this \_\_\_\_\_ day of September, 2025.

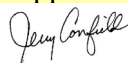
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

Approved as to form:



\_\_\_\_\_  
No Publication Required



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Andrew Richards, Chief Financial Officer  
**DATE:** August 26, 2025  
**SUBJECT:**

### **SUMMARY**

The City of Fort Smith uses a proprietary feeding system that is only offered by Carus Chemical Corporation. They are the sole manufacturer of CAIROX potassium permanganate which is used at both the Lake Fort Smith and the Lee Creek Water Treatment Plants to control iron concentrations and to reduce the levels of nuisance materials that affect odor or taste of the City's drinking water. The attached ordinance is to waive the requirements of competitive bidding and to approve the quoted purchase price for the 2025 - 2026 purchases of potassium permanganate at \$4.32/lb., the same cost as last year.

I am recommending that the enclosed ordinance be accepted.

Please let me know if you or any member of the board members have any questions.

Attachments:

1. Item 1886 Ordinance- CARUS. pdf
2. Item 1886 - Sole Source Letter Offer

### **ATTACHMENTS**

1. [09-02-2025\\_Item\\_1886\\_\\_Ordinance\\_Sole\\_Source.pdf](#)
2. [09-02-2025\\_Item 1886\\_Carus Sole Source Letter.pdf](#)

**FISCAL IMPACT:** *Annual Bid*  
**BUDGET INFORMATION:** *Budgeted / Various Departments*

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

ORDINANCE DECLARING AN EXCEPTION SITUATION AND WAIVING THE  
 REQUIREMENTS OF COMPETITIVE BIDDING FOR THE PURCHASE OF POTASSIUM  
 PERMANGANATE FOR 2025-2026 FOR THE WATER UTILITIES DEPARTMENT

---

WHEREAS, the City of Fort Smith Utilities Department needs potassium permanganate for use at its water and treatment plants; and

WHEREAS, potassium permanganate is available from a single source.

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

An exceptional situation exists in which Carus LLC is the only provider of CAIROX potassium. A waiver from the requirement of competitive bidding is necessary. Therefore, competitive bidding requirements are hereby waived, and the quoted purchase price for 2025-2026 purchases of potassium permanganate for \$4.32 per pound from Carus LLC, is approved.

Passed and approved this \_\_\_\_\_ day of September, 2025.

APPROVED:

\_\_\_\_\_  
 MAYOR

ATTEST:

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

Approved as to form:



\_\_\_\_\_  
 No Publication Required



Carus LLC  
315 5th Street  
Peru, IL 61354

August 20, 2025

Mr. Zachary Shaver  
Purchasing Technician  
City of Fort Smith  
623 Garrison Avenue – Room 512  
Fort Smith, AR 72901

**RE: Potassium Permanganate Bid – Sole Source**

Dear Mr. Shaver,

Carus LLC is the sole manufacturer of the CAIROX® potassium permanganate with a manufacturing site located in LaSalle, IL USA. This product is proprietary for iron and manganese reduction, taste and odor control, disinfection by product-reduction, color reduction, and radium reduction. CAIROX® has been developed specifically for use in potable water systems.

**Carus can offer a price of \$4.32/lb. delivered for CAIROX® potassium permanganate delivered in cycle bins effective October 1, 2025, through September 30, 2026.**

Attached you will find all the required and necessary documentation submitted with our offer. Please feel free to reach out with any questions.

We appreciate your consideration and look forward to continued partnership with the City of Fort Smith.

Thank you,

Kelly Frasco  
Product Management Director  
815-224-6654  
Kelly.Frasco@carusllc.com



## 1. Identification

<b>Product identifier</b>	<b>CAIROX® potassium permanganate</b>
<b>Other means of identification</b>	
<b>SDS number</b>	-
<b>CAS number</b>	7722-64-7
<b>Recommended use</b>	CAIROX® potassium permanganate is an oxidant recommended for applications that require a strong oxidant.
<b>Recommended restrictions</b>	Use in accordance with supplier's recommendations.
<b>Manufacturer/Importer/Supplier/Distributor information</b>	
<b>Company name</b>	CARUS LLC
<b>Address</b>	315 Fifth Street, Peru, IL 61354, USA
<b>Telephone</b>	+1 815 223-1500 - All other non-emergency inquiries about the product should be directed to the company
<b>E-mail</b>	salesmkt@carusllc.com
<b>Website</b>	www.carusllc.com
<b>Contact person</b>	Sr. Manager Global Corporate Product Stewardship, RCMS Coordinator
<b>Emergency Telephone</b>	For Hazardous Materials [or Dangerous Goods] Incidents ONLY (spill, leak, fire, exposure or accident), call CHEMTREC at CHEMTREC®, USA: 001 (800) 424-9300 CHEMTREC®, Mexico (Toll-Free - must be dialed from within country): 01-800-681-9531 CHEMTREC®, Other countries: 001 (703) 527-3887

## 2. Hazard(s) identification

<b>Physical hazards</b>	Oxidizing solids	Category 2
<b>Health hazards</b>	Acute toxicity, oral	Category 4
	Skin corrosion/irritation	Category 1C
	Serious eye damage/eye irritation	Category 1
	Reproductive toxicity (the unborn child)	Category 2
	Specific target organ toxicity, repeated exposure (inhalation)	Category 2 (Brain)
<b>Environmental hazards</b>	Hazardous to the aquatic environment, acute hazard	Category 1
	Hazardous to the aquatic environment, long-term hazard	Category 1
<b>OSHA defined hazards</b>	Not classified.	

### Label elements



**Signal word** Danger

**Hazard statement** May intensify fire; oxidizer. Harmful if swallowed. Causes severe skin burns and eye damage. Suspected of damaging the unborn child. May cause damage to organs (Brain) through prolonged or repeated exposure by inhalation. Very toxic to aquatic life with long lasting effects.



## Precautionary statement

### Prevention

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep/Store away from clothing//combustible materials. Take any precaution to avoid mixing with combustibles/. Keep away from heat. Do not breathe dust. Do not eat, drink or smoke when using this product. Wear protective gloves/protective clothing/eye protection/face protection. Wash thoroughly after handling. Avoid release to the environment.

### Response

In case of fire: Use appropriate media for extinction. If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor/. Wash contaminated clothing before reuse. Collect spillage.

### Storage

Store locked up.

### Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

### Hazard(s) not otherwise classified (HNOC)

None known.

### Supplemental information

None.

## 3. Composition/information on ingredients

### Substances

Chemical name	Common name and synonyms	CAS number	%
Potassium permanganate		7722-64-7	>97

### Composition comments

All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

## 4. First-aid measures

### Inhalation

Remove victim to fresh air and keep at rest in a position comfortable for breathing. For breathing difficulties, oxygen may be necessary. Get medical attention immediately.

### Skin contact

Take off immediately all contaminated clothing. Immediately flush with plenty of water for at least 15 minutes. Call a physician or poison control center immediately. Wash contaminated clothing before reuse. Chemical burns must be treated by a physician.

### Eye contact

Contact with skin may leave a brown stain of insoluble manganese dioxide. This can be easily removed by washing with a mixture of equal volume of household vinegar and 3% hydrogen peroxide, followed by washing with soap and water.

Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.

### Ingestion

Immediately rinse mouth and drink plenty of water. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Get medical attention immediately.

### Most important symptoms/effects, acute and delayed

Contact with this material will cause burns to the skin, eyes and mucous membranes. Permanent eye damage including blindness could result.

### Indication of immediate medical attention and special treatment needed

Provide general supportive measures and treat symptomatically. In case of shortness of breath, give oxygen. Decomposition products are alkaline. Brown stain is insoluble manganese dioxide.

### General information

In the case of accident or if you feel unwell, seek medical advice immediately (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. For personal protection, see Section 8 of the SDS. Wash contaminated clothing before reuse.

## 5. Fire-fighting measures

### Suitable extinguishing media

Flood with water from a distance, water spray or fog.

### Unsuitable extinguishing media

The following extinguishing media are ineffective: Dry chemical. Foam. Carbon dioxide (CO<sub>2</sub>). Halogenated materials.

### Specific hazards arising from the chemical

May intensify fire; oxidizer. May ignite combustibles (wood, paper, oil, clothing, etc.). Contact with incompatible materials or heat (135 °C / 275 °F) could result in violent exothermic chemical reaction. Oxidizing agent, may cause spontaneous ignition of combustible materials. By heating and fire, corrosive vapors/gases may be formed. During fire, gases hazardous to health may be formed such as: Manganese oxides. Potassium oxides. Formic acid

**Special protective equipment and precautions for firefighters**

Self-contained breathing apparatus and full protective clothing must be worn in case of fire. Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace.

**Fire fighting equipment/instructions**

In case of fire and/or explosion do not breathe fumes. Move container from fire area if it can be done without risk. Cool containers exposed to flames with water until well after the fire is out. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply. Dike fire control water for later disposal. Water runoff can cause environmental damage.

**Specific methods**

Use standard firefighting procedures and consider the hazards of other involved materials.

**General fire hazards**

The product is not flammable. May intensify fire; oxidizer. May ignite combustibles (wood, paper, oil, clothing, etc.). Contact with incompatible materials or heat (135 °C / 275 °F) could result in violent exothermic chemical reaction.

**6. Accidental release measures****Personal precautions, protective equipment and emergency procedures**

Keep unnecessary personnel away. Do not get in eyes, on skin, on clothing. Do not breathe dust. Minimize dust generation and accumulation. Keep upwind. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Wear protective clothing as described in Section 8 of this safety data sheet. Local authorities should be advised if significant spillages cannot be contained.

**Methods and materials for containment and cleaning up**

Keep combustibles (wood, paper, oil, etc.) away from spilled material. Should not be released into the environment. This product is miscible in water. Stop leak if possible without any risk. Dike the spilled material, where this is possible. Clean up spills immediately by sweeping or shoveling up the material. Do not return spilled material to the original container; transfer to a clean metal or plastic drum. To clean up potassium permanganate solutions follow the following recommendation:

Absorb with inert media like diatomaceous earth or inert floor dry, collect into a drum and dispose of properly. Do not use saw dust or other incompatible media. Disposal of all materials shall be in full and strict compliance with all federal, state, and local regulations pertaining to permanganates.

To clean contaminated floors, flush with abundant quantities of water into sewer, if permitted by federal, state, and local regulations. If not, collect water and treat as described above.

Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS. This material is classified as a water pollutant under the Clean Water Act and should be prevented from contaminating soil or from entering sewage and drainage systems which lead to waterways.

**Environmental precautions**

Do not allow to enter drains, sewers or watercourses. Contact local authorities in case of spillage to drain/aquatic environment.

**7. Handling and storage****Precautions for safe handling**

Take any precaution to avoid mixing with combustibles. Do not get this material in your eyes, on your skin, or on your clothing. Do not breathe dust or mist or vapor of the solution. If clothing becomes contaminated, remove and wash off immediately. When using, do not eat, drink or smoke. Good personal hygiene is necessary. Wash hands and contaminated areas with water and soap before leaving the work site. Avoid release to the environment. Wear appropriate personal protective equipment (See Section 8). Wash contaminated clothing before reuse.

**Conditions for safe storage, including any incompatibilities**

Store locked up. Keep container tightly closed and in a well-ventilated place. Store in a cool, dry place. Store in accordance with NFPA 400 Hazardous Materials Code requirements. Store away from incompatible materials (See Section 10).

**8. Exposure controls/personal protection****Occupational exposure limits****US. OSHA Table Z-1 Permissible Exposure Limits (PEL) for Air Contaminants (29 CFR 1910.1000)**

Additional components	Type	Value	Form
Manganese compounds (potassium permanganate). (CAS 7439-96-5)	Ceiling	5 mg/m <sup>3</sup>	Fume.

**US. ACGIH Threshold Limit Values (TLV)**

Additional components	Type	Value	Form
Manganese compounds (potassium permanganate). (CAS 7439-96-5)	TWA	0.1 mg/m <sup>3</sup>	Inhalable fraction.
		0.02 mg/m <sup>3</sup>	Respirable fraction.

**NIOSH. Immediately Dangerous to Life or Health (IDLH) Values, as amended**

Additional components	Type	Value
Manganese compounds (potassium permanganate). (CAS 7439-96-5)	IDLH	500 mg/m3

**US. NIOSH: Pocket Guide to Chemical Hazards**

Additional components	Type	Value	Form
Manganese compounds (potassium permanganate). (CAS 7439-96-5)	STEL	3 mg/m3	Fume.
	TWA	1 mg/m3	Fume.

**Biological limit values**

No biological exposure limits noted for the ingredient(s).

**Exposure guidelines**

Follow standard monitoring procedures.

**Appropriate engineering controls**

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

**Individual protection measures, such as personal protective equipment****Eye/face protection**

Wear safety glasses with side shields (or goggles). Wear face shield if there is risk of splashes.

**Skin protection****Hand protection**

Wear chemical-resistant, impervious gloves. Use protective gloves made of: Rubber or plastic. Frequent change is advisable. Suitable gloves can be recommended by the glove supplier.

**Skin protection****Other**

Wear appropriate chemical resistant clothing. Rubber or plastic apron. Use of an impervious apron is recommended.

**Respiratory protection**

In case of inadequate ventilation or risk of inhalation of dust, use suitable respiratory equipment with particle filter. In the United States of America, if respirators are used, a program should be instituted to assure compliance with OSHA 29 CFR 1910.134.

Measurement Element: Manganese (Mn)

10 mg/m3

Any particulate respirator equipped with an N95, R95, or P95 filter (including N95, R95, and P95 filtering facepieces) except quarter-mask respirators. The following filters may also be used: N99, R99, P99, N100, R100 or P100. Any supplied-air respirator.

25 mg/m3

Any supplied-air respirator operated in a continuous-flow mode.

Any powered, air-purifying respirator with a high-efficiency particulate filter.

50 mg/m3

Any air-purifying, full-face piece respirator equipped with an N100, R100, or P100 filter.

Any supplied-air respirator with a tight-fitting face piece that is operated in a continuous-flow mode. Any powered, air-purifying respirator with a tight-fitting face piece and a high-efficiency particulate filter.

Any supplied-air respirator with a full face piece.

500 mg/m3

Any supplied-air respirator operated in a pressure-demand or other positive-pressure mode.

Emergency or planned entry into unknown concentrations or IDLH conditions -

Any self-contained breathing apparatus that has a full face piece and is operated in a pressure-demand or other positive-pressure mode.

Escape

Any air-purifying, full-face piece respirator equipped with an N100, R100, or P100 filter.

Any appropriate escape-type, self-contained breathing apparatus.

**Thermal hazards**

Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations**

Keep from contact with clothing and other combustible materials. Remove and wash contaminated clothing promptly. When using, do not eat, drink or smoke. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

## 9. Physical and chemical properties

<b>Appearance</b>	Dark purple solid with metallic luster.
<b>Physical state</b>	Solid.
<b>Form</b>	Solid.
<b>Color</b>	Dark purple.
<b>Odor</b>	Odorless.
<b>Odor threshold</b>	Not applicable.
<b>pH</b>	10 (5% solution)
<b>Melting point/freezing point</b>	Starts to decompose with evolution of oxygen (O <sub>2</sub> ) at temperatures above 150 °C. Once initiated, the decomposition is exothermic and self sustaining.
<b>Initial boiling point and boiling range</b>	Not applicable.
<b>Flash point</b>	Not applicable.
<b>Evaporation rate</b>	Not applicable.
<b>Flammability (solid, gas)</b>	Non flammable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Explosive limit - lower (%)</b>	Not applicable.
<b>Explosive limit - upper (%)</b>	Not applicable.
<b>Vapor pressure</b>	Not applicable.
<b>Vapor density</b>	Not applicable.
<b>Relative density</b>	2.7 (20 °C) ( Water = 1)
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	6.4 % (20 °C) (Moderately soluble)
<b>Partition coefficient (n-octanol/water)</b>	Not applicable for norganics.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	464 °F (240 °C)
<b>Viscosity</b>	Not applicable.
<b>Other information</b>	
<b>Bulk density</b>	2.7 g/cm <sup>3</sup>
<b>Explosive properties</b>	Not explosive. Can explode in contact with sulfuric acid, peroxides and metal powders.
<b>Molecular formula</b>	KMnO <sub>4</sub>
<b>Molecular weight</b>	158.03 g/mol
<b>Oxidizing properties</b>	May intensify fire; oxidizer. Strong oxidizing agent.

## 10. Stability and reactivity

<b>Reactivity</b>	Greatly increases the burning rate of combustible materials.
<b>Chemical stability</b>	Stable at normal conditions.
<b>Possibility of hazardous reactions</b>	Contact with combustible material may cause fire. Can explode in contact with sulfuric acid, peroxides and metal powders. Starts to decompose with evolution of oxygen (O <sub>2</sub> ) at temperatures above 150 °C. Once initiated, the decomposition is exothermic and self sustaining.
<b>Conditions to avoid</b>	Contact with incompatible materials or heat (135 °C / 275 °F) could result in violent exothermic chemical reaction.
<b>Incompatible materials</b>	Acids. Alcohols. Peroxides. Reducing agents. Combustible material. Hydrogen fluoride. Metal powders. Contact with hydrochloric acid liberates chlorine gas.
<b>Hazardous decomposition products</b>	Potassium oxides. Manganese oxides. Formic acid.

## 11. Toxicological information

### Information on likely routes of exposure

<b>Inhalation</b>	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
<b>Skin contact</b>	Causes severe skin burns. May be harmful in contact with skin.
<b>Eye contact</b>	Causes serious eye damage.

Ingestion	Harmful if swallowed. Causes digestive tract burns.	
Symptoms related to the physical, chemical and toxicological characteristics	Contact with this material will cause burns to the skin, eyes and mucous membranes. Permanent eye damage including blindness could result.	
Information on toxicological effects		
Acute toxicity	Harmful if swallowed.	
Product	Species	Test Results
Potassium permanganate (CAS 7722-64-7)		
Acute		
Dermal		
LD50	Rat	2000 mg/kg, 24 Hours
Oral		
LD50	Rat	2000 mg/kg
Additional components	Species	Test Results
Manganese compounds (potassium permanganate). (CAS 7439-96-5)		
Acute		
Oral		
LD50	Rat	9000 mg/kg
Skin corrosion/irritation	Causes severe skin burns.	
Serious eye damage/eye irritation	Causes serious eye damage.	
Respiratory or skin sensitization		
Respiratory sensitization	Not classified.	
Skin sensitization	Not classified.	
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Carcinogenicity	Not classifiable as to carcinogenicity to humans.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Not listed.		
NTP Report on Carcinogens		
Not listed.		
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)		
Not listed.		
Reproductive toxicity	Suspected of damaging the unborn child.	
Specific target organ toxicity - single exposure	Not classified.	
Specific target organ toxicity - repeated exposure	May cause damage to organs (Brain) through prolonged or repeated exposure by inhalation.	
Aspiration hazard	Not likely, due to the form of the product.	
Chronic effects	Prolonged inhalation may be harmful. Prolonged exposure, usually over many years, to manganese oxide fume/dust can lead to chronic manganese poisoning, chiefly affecting the central nervous system.	

## 12. Ecological information

Ecotoxicity	Very toxic to aquatic life with long lasting effects.		
Product	Species		Test Results
Potassium permanganate (CAS 7722-64-7)			
Aquatic			
Algae	EbC50	Algae	0.43 mg/l, 72 hours
	NOECb	Algae	0.22 mg/l
Crustacea	EC50	Daphnia magna	0.06 mg/l
Fish	EC50	Poecilia reticulata	0.47 mg/l, hours

<b>Persistence and degradability</b>	Expected to be readily converted by oxidizable materials to insoluble manganese oxide.
<b>Bioaccumulative potential</b>	Potential to bioaccumulate is low.
<b>Mobility in soil</b>	The product is miscible with water. May spread in water systems.
<b>Other adverse effects</b>	This product contains one or more substances which may be hazardous air pollutants (HAPs).

### 13. Disposal considerations

<b>Disposal instructions</b>	Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Local disposal regulations</b>	Dispose of in accordance with local regulations.
<b>Hazardous waste code</b>	D001: Ignitable waste The Waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Do not allow this material to drain into sewers/water supplies. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal. Rinse container at least three times to an absence of pink color before disposing.

### 14. Transport information

#### DOT

<b>UN number</b>	UN1490
<b>UN proper shipping name</b>	Potassium permanganate
<b>Transport hazard class(es)</b>	
<b>Class</b>	5.1
<b>Subsidiary risk</b>	-
<b>Label(s)</b>	5.1
<b>Packing group</b>	II
<b>Environmental hazards</b>	
<b>Marine pollutant</b>	Yes
<b>Special precautions for user</b>	Read safety instructions, SDS and emergency procedures before handling.
<b>Special provisions</b>	IB8, IP2, IP4, T3, TP33
<b>Packaging exceptions</b>	152
<b>Packaging non bulk</b>	212
<b>Packaging bulk</b>	240

#### IATA

<b>UN number</b>	UN1490
<b>UN proper shipping name</b>	Potassium permanganate
<b>Transport hazard class(es)</b>	
<b>Class</b>	5.1
<b>Subsidiary risk</b>	-
<b>Packing group</b>	II
<b>Environmental hazards</b>	Yes
<b>ERG Code</b>	5L
<b>Special precautions for user</b>	Read safety instructions, SDS and emergency procedures before handling.

#### IMDG

<b>UN number</b>	UN1490
<b>UN proper shipping name</b>	POTASSIUM PERMANGANATE
<b>Transport hazard class(es)</b>	
<b>Class</b>	5.1
<b>Subsidiary risk</b>	-
<b>Packing group</b>	II
<b>Environmental hazards</b>	
<b>Marine pollutant</b>	Yes
<b>EmS</b>	F-H, S-Q
<b>Special precautions for user</b>	Read safety instructions, SDS and emergency procedures before handling.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not applicable.

**General information** IMDG Regulated Marine Pollutant. DOT Regulated Marine Pollutant.

## 15. Regulatory information

### US federal regulations

All components are on the U.S. EPA TSCA Inventory List.

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. Drug Enforcement Administration (DEA) (21 CFR 1310.02 (b) 8: List II chemical.

Department of Homeland Security (DHS) Chemical Facility Anti-Terrorism Standards (6 CFR 27, Appendix A): Listed.

#### TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

#### CERCLA Hazardous Substance List (40 CFR 302.4)

Potassium permanganate (CAS 7722-64-7) Listed.

#### SARA 304 Emergency release notification

Not regulated.

#### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

#### Toxic Substances Control Act (TSCA)

This substance is on the TSCA 8(b) inventory and is designated "active".

### Superfund Amendments and Reauthorization Act of 1986 (SARA)

#### SARA 302 Extremely hazardous substance

Not listed.

#### SARA 311/312 Hazardous chemical

Yes

#### Classified hazard categories

Oxidizer (liquid, solid, or gas)  
Acute toxicity (any route of exposure)  
Skin corrosion or irritation  
Serious eye damage or eye irritation  
Reproductive toxicity  
Specific target organ toxicity (single or repeated exposure)

#### SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Potassium permanganate	7722-64-7	>97

### Other federal regulations

#### Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Potassium permanganate (CAS 7722-64-7)

#### Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

#### Clean Water Act (CWA) Section 112(r) (40 CFR 68.130)

Hazardous substance

#### Safe Drinking Water Act (SDWA)

Not regulated.

#### Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number

Potassium permanganate (CAS 7722-64-7) 6579

#### Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

Potassium permanganate (CAS 7722-64-7) 15 %WT

#### DEA Exempt Chemical Mixtures Code Number

Potassium permanganate (CAS 7722-64-7) 6579

### US state regulations

California OSH Hazardous Substance List: Listed.

#### US. Massachusetts RTK - Substance List

Potassium permanganate (CAS 7722-64-7)

#### US. New Jersey Worker and Community Right-to-Know Act

Potassium permanganate (CAS 7722-64-7)

#### US. Pennsylvania Worker and Community Right-to-Know Law

Potassium permanganate (CAS 7722-64-7)



**US. Rhode Island RTK**

Potassium permanganate (CAS 7722-64-7)

**California Proposition 65**

**WARNING:** This product can expose you to chemicals including Chromates, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Industrial Chemicals (AICIS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

**16. Other information, including date of preparation or last revision**

**Issue date** 27-November-2013

**Revision date** 18-July-2023

**Version #** 07

**HMIS® ratings** Health: 3\*  
Flammability: 0  
Physical hazard: 1

**NFPA ratings**

**List of abbreviations**

GHS: Globally Harmonized System of Classification and Labeling of hazardous properties of Chemicals.

TWA: Time weighted average.

LD50: Lethal Dose, 50%.

LC50: Lethal Concentration, 50%.

IMDG: International Maritime Dangerous Goods.

IATA: International Air Transport Association.

MARPOL: International Convention for the Prevention of Pollution from Ships.

EC50: Effective Concentration, 50%.

EbC50: EC50 in terms of reduction of biomass NOEC: No Observed Effect Concentration.

**References**

Chemical safety report. HSDB® - Hazardous Substances Data Bank

Registry of Toxic Effects of Chemical Substances (RTECS)

IARC Monographs. Overall Evaluation of Carcinogenicity

National Toxicology Program (NTP) Report on Carcinogens

ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

**Disclaimer**

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CARUS LLC DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CARUS LLC MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Carus LLC, and shall be the sole responsibility of the holder or user of the product.

(Carus and design) is a registered service mark of Carus LLC. CAIROX® is a registered trademark of Carus LLC.

**This SDS contains revisions in the following section(s):**

This safety data sheet contains revisions in the following section(s):



## CAIROX® POTASSIUM PERMANGANATE FREE-FLOWING GRADE

CAS Registry No. 7722-64-7 Municipal Drinking Water Data Sheet

Free-Flowing grade is recommended where potassium permanganate is subjected to high humidity conditions and where the material is to be dry fed through a chemical feeder or stored in a bin or hopper.

### FREE-FLOWING GRADE

Assay: Guaranteed 97%  $\text{KMnO}_4$

#### Particle Size:

20% maximum retained on #425 micron  
(formerly #40 U.S. Standard Sieve )  
7% maximum through #75 micron  
(formerly #200 U.S. Standard Sieve)

#### Standards & Specifications:

CAIROX potassium permanganate is certified by the National Sanitation Foundation (NSF) to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects

#### Free-Flowing grade meets:

AWWA Standard B603  
NSF Maximum Use Level 50 mg/L



### CHEMICAL/PHYSICAL DATA

Formula:	$\text{KMnO}_4$
Formula Weight:	158.0 g/mol
Form:	Granular Crystalline
Specific Gravity:	
Solid	2.703 g/cm <sup>3</sup>
3% Solution	1.020 g/mL by weight, 20°C/4°C
Bulk Density:	Approximately 100 lb/ft <sup>3</sup>
Decomposition:	May start at 150°C/302°F

### SOLUBILITY IN DISTILLED WATER

TEMPERATURE		SOLUBILITY	
°C	°F	g/L	oz/gal
0	32	27.8	3.7
20	68	65.0	8.6
40	104	125.2	16.7
60	140	230.0	30.7
70	158	286.4	38.3
75	167	323.5	43.2

### DESCRIPTION

Crystals or granules are dark purple with a metallic sheen, sometimes with a dark bronze-like appearance. Potassium permanganate has a sweetish, astringent taste and is odorless.

### HANDLING, STORAGE & INCOMPATIBILITY

Protect containers against physical damage. When handling potassium permanganate, respirators should be worn to avoid irritation of or damage to mucous membranes. Eye protection should also be worn when handling potassium permanganate as a solid or in solution.

Store in accordance with NFPA 400 Hazardous Materials Code requirements in the United States

Potassium permanganate is stable and will keep indefinitely if stored in a cool, dry area in closed containers. Concrete floors are preferred to wooden decks. To clean up spills and leaks, follow the steps recommended in the Safety Data Sheet (SDS). Be sure to use goggles, rubber gloves, and respirator when cleaning up a spill or leak.

Avoid contact with acids, peroxides, and all combustible organic or readily oxidizable materials including inorganic oxidizable materials and metal powders. With hydrochloric acid, chlorine gas is liberated. Potassium permanganate is not combustible, but will support combustion. It may decompose if exposed to intense heat. **Fires may be controlled and extinguished by using large quantities of water. Refer to the SDS for more information.**

### APPLICATIONS

Listed below are some of the many applications of potassium permanganate. Permanganate is a powerful oxidizing agent. The optimum condition under which it is to be used can be easily established through technical service evaluations or laboratory testing.

- Oxidation & Synthesis
- Water Treatment
- Municipal Wastewater Treatment
- Industrial Wastewater Treatment
- Metal Surface Treatment
- Equipment Cleaning
- Purification of Gases
- Mining & Metallurgical
- Slag Quenching
- Food Processing



## SHIPPING

CAIROX® potassium permanganate is classified according to the U.S Department of Transportation (HMR 49 CFR Part 172) as an oxidizer.

**Proper Shipping Name:** Potassium Permanganate (RQ-100 lb/45.4 kg)  
**Hazard Class:** Oxidizer  
**Identification Number:** UN 1490  
**Label Requirements:** Oxidizer  
**Packaging Requirements:** 49 CFR Parts 100 to 199

## SHIPPING CONTAINERS

**25 kg pail<sup>(1)</sup> (55.125 lb.) net**, with handle, made of HDPE, weighs 2.9 lbs. (1.3 kg). It is tapered to allow nested storage of empty drums, stands approximately 15.9 in. (40.4 cm) high and has a maximum diameter of 12.4 in. (31.5 cm).

**150 kg drum<sup>(1)</sup> (330.75 lb.) net**, made of 22-gauge steel, weighs 25.3 lbs. (11.5 kg). It stands approximately 28.4 in. (72.2 cm) high and is approximately 19.7 in. (50.0 cm) in diameter.

**1000 kg FIBC (Flexible Intermediate Bulk Container)**  
 100 x 100 x 65 CM high (39.4 x 39.4 x 25.6 inches)  
 Spout diameter is 35.5 cm or 14 inches Spout length is 50 cm or 19.7 inches.

**1500 kg CYCLE BIN™<sup>(2)</sup> reusable container** (3307 lb.) net

**Bulk up to 48,000 lbs.**

**Packaging Weight Tolerance +/- 1%**

**Other containers may be available.**

(1) Meets UN performance oriented packaging requirements

(2) The CYCLE BIN meets DOT 56 or UN 11A Specifications.

## CORROSIVE PROPERTIES

Potassium permanganate is compatible with many metals and synthetic materials. Natural rubbers and fibers are often incompatible. Solution pH and temperature are also important factors. The material must be compatible with either the acid or alkali also being used.

In neutral and alkaline solutions, potassium permanganate is not corrosive to iron, mild steel, or stainless steel; however, chloride corrosion of metals may be accelerated when an oxidant such as permanganate is present in solution. Plastics such as polypropylene, polyvinyl chloride Type I (PVC I), epoxy resins, fiberglass reinforced plastic (FRP), Penton, Lucite®, Viton™ A, and Hypalon are suitable. Teflon™ FEP and TFE, and Tefzel™ ETFE are best. **Refer to Material Compatibility Chart.**

Aluminum, zinc, copper, lead, and alloys containing these metals may be (slightly) affected by potassium permanganate solutions. **Actual studies should be made under the conditions in which permanganate will be used.**

## REPACKING

When potassium permanganate is repacked, the packing, markings, labels, and shipping conditions must meet applicable federal regulations. See Code of Federal Regulations-49, Transportation (parts 100-199) and Federal Hazardous Materials Substances Act, 15 U.S.C. 1261.

Permanganate products are not registered as a pesticide under the Federal Insecticide, Fungicide and Rodenticide Act administered by U.S. EPA or similar state laws. Use as a pesticide is not government approved.



### Carus Headquarters USA

315 Fifth Street | Peru, IL 61354 | Tel +1 (815) 223-1500 | 1(800) 435-6856 | Fax +1 (815) 224-6697  
 carusllc.com | salesmkt@carusllc.com

### Carus Europe

Calle Rosal 4, 1-B | Oviedo, Spain 33009 | Tel +34.985.785.513 | Fax +34.985.785.510

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change; and the conditions of handling, use or misuse of the product are beyond our control. Carus makes no warranty, either expressed or implied, including any warranties of merchantability and fitness for a particular purpose. Carus also disclaims all liability for reliance on the completeness or confirming accuracy of any information included herein. Users should satisfy themselves that they are aware of all current data relevant to their particular use(s).

Carus and Design is a registered service mark of Carus. CAIROX® is a registered trademark of Carus. Responsible Care® is a registered service mark of the American Chemistry Council.



**RESPONSIBLE CARE™**  
 Driving Safety & Sustainability

© 2025 Carus. All Rights Reserved.  
 Rev. 2/2025



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, August 20, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=carus&TradeName=cairox&>

---

### NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

---

#### Carus LLC

315 Fifth Street

P.O. Box 599

Peru, IL 61354-0599

United States

800-435-6856

815-223-1500

**Facility :** # 1 La Salle, IL

#### Potassium Permanganate[PO]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CAIROX® Potassium Permanganate Code C	Oxidant	50mg/L
CAIROX® Potassium Permanganate Code F	Oxidant	50mg/L
CAIROX® Potassium Permanganate Free- Flowing Grade	Oxidant	50mg/L
CAIROX® Potassium Permanganate GP 1020	Oxidant	50mg/L
CAIROX® Potassium Permanganate GT 1020	Oxidant	50mg/L
CAIROX® Potassium Permanganate Technical Grade	Oxidant	50mg/L



[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

---

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 1 seconds

# CERTIFICATE OF ANALYSIS

Product: CAIROX® Potassium Permanganate  
Grade: Free Flowing

Lot Number: 2507-1-1244  
Date of Manufacture: 29-Jul-2025

Test	Result	Units	Min	Max
Assay	98.1	%	97	
Water Tolerance	1.1	%	0.7	
Appearance	Pass			
Typical Values	Typical	Units	Min	Max
Cumulative on 40 US Mesh (425 µm)	0.1	%		20
Through 200 US Mesh (75 µm)	1.7	%		7

Analyst: J. Schneider

Analysis frequency is based on process capabilities.



Carus  
1500 Eighth Street  
LaSalle, IL 61301  
[www.carusllc.com](http://www.carusllc.com)



**By: Lori Setchell**

Lori Setchell  
Quality Control Manager  
815-224-6842

The data reported herein have been obtained by our laboratories. No guarantee can be assumed that other laboratories will obtain identical results. For any further information please contact our Quality Department.



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Andrew Richards, Chief Financial Officer  
**DATE:** August 28, 2025  
**SUBJECT:** Resolution approving and authorizing the first amendment to land lease agreement with American Towers, LLC

### **SUMMARY**

The city is a party to a lease agreement with American Tower for the cell tower located in Carol Ann Cross Park. American Tower has presented an option to renew the lease for another 35 years, plus \$13,000 upfront lease extension bonus or provide an perpetual easement arrangement for a lump sum of \$450,000. We have computed the present value of the extend lease arrangement to be \$805,985 (present value of future cash flows discounted at 4%) over the 35 years. There is risk as the lease agreement allows American Tower to terminate the lease every five years. The present value of the lease at 5-year intervals of duration is as follows:

- 35 years - \$805,985
- 30 years - \$714,037
- 25 years - \$615,975
- 20 years - \$511,276
- 15 years - \$399,348
- 10 years - \$279,520
- 5 years - \$151,029

The existing lease has been in place since 2014. Under the assumption that American Tower will renew the lease for at least the next 20 years, the lease extension option appears the most financially beneficial to the City.

Attached is the proposed agreement and resolution for the Board of Directors approve the lease extension agreement. The original lease agreement is attached for reference as well.

### **ATTACHMENTS**

1. [9-2-25\\_Item\\_ID\\_2137\\_\\_20250827\\_Resolution\\_American\\_Tower.pdf](#)
2. [9-2-25 Item ID 2137 204706\\_OLLAMD01\\_ATC\\_081225\\_cln.pdf](#)
3. [Carol Ann Cross Park Tower - American Towers 2-11-14.pdf](#)
4. [Extension offer letter](#)



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING THE FIRST AMENDMENT TO LAND  
LEASE AGREEMENT WITH AMERICAN TOWERS LLC

---

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

Section 1: The First Amendment to Land Lease Agreement between the City of Fort Smith and American Towers LLC, incorporated herein by reference, is hereby approved.

Section 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the First Amendment to Land Lease Agreement approved by Section 1 hereof.

This Resolution adopted this \_\_\_\_\_ day of September, 2025.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

*APPROVED AS TO FORM:*



\_\_\_\_\_  
*City Attorney*

## THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this “**Amendment**”) is made effective as of the latter signature date hereof (the “**Effective Date**”) by and between **City of Fort Smith, AR (“Landlord”)** and **American Towers LLC**, a Delaware limited liability company (“**Tenant**”) (Landlord and Tenant being collectively referred to herein as the “**Parties**”).

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the “**Parent Parcel**”); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated February 11, 2014 (as the same may have been amended from time to time, collectively, the “**Lease**”), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the “**Leased Premises**”), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirteen Thousand and 00/100 Dollars (\$13,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant’s receipt of this Amendment executed by Landlord, on or before September 26, 2025; (b) Tenant’s confirmation that Landlord’s statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord’s ownership; (c) Tenant’s receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on April 28, 2014 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an “**Existing Renewal Term**” and, collectively, the “**Existing Renewal Terms**”), the Lease is otherwise scheduled to expire on April 27, 2044. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of seven (7) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant’s receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to “**Renewal Term**” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby

agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the current rent payable from Tenant to Landlord under the Lease is **One Thousand Nine Hundred Eighty-Three and 75/100 Dollars (\$1,983.75)** per month (the “**Rent**”). Commencing on April 28, 2029 and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as amended herein, shall increase by an amount equal to fifteen percent (15%) of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Fort Smith, AR**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant’s activities at and uses of the site prior to the Effective Date, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant’s interest in this Lease, as modified by this Amendment, so long as such activities or uses of the Leased Premises are limited strictly to the use of the Leased Premises as a wireless telecommunications facility. Tenant and Tenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant’s sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant’s customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord’s contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a “**Third Party Competitor**”) without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant’s sole, reasonable discretion.
6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord’s interest in the

Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the “Offer”), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant’s right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord’s knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant’s rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant’s business or frustrate Tenant or Tenant’s customers’ use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant’s existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** From and after the Effective Date the obligations of the Parties with respect to confidentiality shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord’s family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, including the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.), Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** The Parties acknowledge and agree that Section 15 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by

nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn: City Administrator and City Attorney, 623 GARRISON AVE, FORT SMITH, AR 72901; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Waiver.** From and after the Effective Date and notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in the Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
13. **Taxes.** During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any

monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

14. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

**LANDLORD:**

**City of Fort Smith, AR**

Signature: \_\_\_\_\_

Print Name: George McGill

Title: Mayor

Date: \_\_\_\_\_

**ATTEST:**

Signature: \_\_\_\_\_

Print Name: Sherri Gard

Title: City Clerk

Date: \_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT:**

**American Towers LLC**

a Delaware limited liability company

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

IF NO DESCRIPTION: Being situated in the County of Sebastian, State of AR, and being known as Sebastian County APN: 18883-0000-02894-00.

#### **PROPERTY DESCRIPTION**

Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap. Thence North 80 degrees 24 minutes 25 seconds East, 65.00 feet to a 1/2 inch set rebar with cap. Thence South 13 degrees 52 minutes 08 seconds East, 15.20 feet to a 1/2 inch set rebar with cap. Thence South 58 degrees 52 minutes 08 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence South 13 degrees 52 minutes 08 seconds East, 50.00 feet to a 1/2 inch set rebar with cap. Thence South 80 degrees 24 minutes 25 seconds West, 70.07 feet to the Point of Beginning, containing 0.11 acres and subject to any Easements of Record.

#### **22.00 FOOT ROAD AND PUBLIC UTILITY EASEMENT DESCRIPTION**

Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 13 degrees 52 minutes 08 seconds West, 23.48 feet. Thence around a curve to the left having a radius of 189.15 feet, and subtended by a chord bearing and distance of South 68 degrees 18 minutes 36 seconds West, 76.15 feet. Thence South 56 degrees 41 minutes 47 seconds West, 15.20 feet. Thence around a curve to the right having a radius of 340.32 feet, and subtended by a chord bearing and distance of South 73 degrees 30 minutes 16 seconds West, 196.82 feet. Thence North 89 degrees 41 minutes 15 seconds West, 209.84 feet to a point on the west line of Government Lot 2 of the Northwest Quarter. Thence along said west line, North 03 degrees 11 minutes 15 seconds East, 22.03 feet. Thence leaving said west line, South 89 degrees 41 minutes 15 seconds East, 208.73 feet. Thence around a curve to the left having a radius of 318.32 feet, and subtended by a chord bearing and distance of North 73 degrees 30 minutes 16 seconds East, 184.09 feet. Thence North 56 degrees 41 minutes 47 seconds East, 15.20 feet. Thence around a curve to the right having a radius of 211.15 feet, and subtended by a chord bearing and distance of North 68 degrees 15 minutes 42 seconds East, 84.66 feet. Thence North 79 degrees 49 minutes 37 seconds East, 63.91 feet. Thence South 13 degrees 52 minutes 08 seconds East, 46.19 feet to a 1/2 inch set rebar with cap. Thence South 80 degrees 24 minutes 25 seconds West, 65.00 feet to the Point of Beginning.

D 33°36'58"

## **EXHIBIT A (Continued)**

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

### **ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

*Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:*

*Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 56 degrees 43 minutes 52 seconds West, 12.06 feet. Thence around a curve to the left having a radius of 174.15 feet, and subtended by a chord bearing and distance of South 67 degrees 07 minutes 20 seconds West, 63.03 feet. Thence South 56 degrees 41 minutes 47 seconds West, 15.20 feet. Thence around a curve to the right having a radius of 355.32 feet, and subtended by a chord bearing and distance of South 73 degrees 30 minutes 16 seconds West, 205.49 feet. Thence North 89 degrees 41 minutes 15 seconds West, 210.59 feet to a point on the west line of Government Lot 2 of the Northwest Quarter. Thence along said west line, North 03 degrees 11 minutes 15 seconds East, 15.02 feet. Thence leaving said west line, South 89 degrees 41 minutes 15 seconds East, 209.84 feet. Thence around a curve to the left having a radius of 340.32 feet, and subtended by a chord bearing and distance of North 73 degrees 30 minutes 16 seconds East, 196.82 feet. Thence North 56 degrees 41 minutes 47 seconds East, 15.20 feet. Thence around a curve to the right having a radius of 189.15 feet, and subtended by a chord bearing and distance of North 68 degrees 18 minutes 36 seconds East, 76.15 feet. Thence South 13 degrees 52 minutes 08 seconds East, 23.48 feet to the Point of Beginning.*

## **EXHIBIT B**

### **FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/John N. Trakas, Esq.  
ATC Site No: 204706  
ATC Site Name: Carol Ann Cross AR  
Assessor's Parcel No(s): 18883-0000-02894-00

**Prior Recorded Lease Reference:**

Instrument No. 2014F-11719  
State of Arkansas  
County of Sebastian

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Fort Smith, AR ("Landlord")** and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated February 11, 2014 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 27, 2079. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

Site No: 204706  
Site Name: Carol Ann Cross AR

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn: City Administrator and City Attorney, 623 Garrison Ave, Fort Smith, Arkansas 72901; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**City of Fort Smith, AR**

Signature: \_\_\_\_\_  
Print Name: George McGill  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_  
Print Name: Sherri Gard  
Title: City Clerk  
Date: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared George McGill and Sherri Gard, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT**

**WITNESS**

**American Towers LLC,**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]



## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

IF NO DESCRIPTION: Being situated in the County of Sebastian, State of AR, and being known as Sebastian County APN: 18883-0000-02894-00.

#### **PROPERTY DESCRIPTION**

Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap. Thence North 80 degrees 24 minutes 25 seconds East, 65.00 feet to a 1/2 inch set rebar with cap. Thence South 13 degrees 52 minutes 08 seconds East, 15.20 feet to a 1/2 inch set rebar with cap. Thence South 58 degrees 52 minutes 08 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence South 13 degrees 52 minutes 08 seconds East, 50.00 feet to a 1/2 inch set rebar with cap. Thence South 80 degrees 24 minutes 25 seconds West, 70.07 feet to the Point of Beginning, containing 0.11 acres and subject to any Easements of Record.

#### **22.00 FOOT ROAD AND PUBLIC UTILITY EASEMENT DESCRIPTION**

Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 13 degrees 52 minutes 08 seconds West, 23.48 feet. Thence around a curve to the left having a radius of 189.15 feet, and subtended by a chord bearing and distance of South 68 degrees 18 minutes 36 seconds West, 76.15 feet. Thence South 56 degrees 41 minutes 47 seconds West, 15.20 feet. Thence around a curve to the right having a radius of 340.32 feet, and subtended by a chord bearing and distance of South 73 degrees 30 minutes 16 seconds West, 196.82 feet. Thence North 89 degrees 41 minutes 15 seconds West, 209.84 feet to a point on the west line of Government Lot 2 of the Northwest Quarter. Thence along said west line, North 03 degrees 11 minutes 15 seconds East, 22.03 feet. Thence leaving said west line, South 89 degrees 41 minutes 15 seconds East, 208.73 feet. Thence around a curve to the left having a radius of 318.32 feet, and subtended by a chord bearing and distance of North 73 degrees 30 minutes 16 seconds East, 184.09 feet. Thence North 56 degrees 41 minutes 47 seconds East, 15.20 feet. Thence around a curve to the right having a radius of 211.15 feet, and subtended by a chord bearing and distance of North 68 degrees 15 minutes 42 seconds East, 84.66 feet. Thence North 79 degrees 49 minutes 37 seconds East, 63.91 feet. Thence South 13 degrees 52 minutes 08 seconds East, 46.19 feet to a 1/2 inch set rebar with cap. Thence South 80 degrees 24 minutes 25 seconds West, 65.00 feet to the Point of Beginning.

D 33°36'58"



## **EXHIBIT A (Continued)**

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

### **ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

*Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:*

*Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 56 degrees 43 minutes 52 seconds West, 12.06 feet. Thence around a curve to the left having a radius of 174.15 feet, and subtended by a chord bearing and distance of South 67 degrees 07 minutes 20 seconds West, 63.03 feet. Thence South 56 degrees 41 minutes 47 seconds West, 15.20 feet. Thence around a curve to the right having a radius of 355.32 feet, and subtended by a chord bearing and distance of South 73 degrees 30 minutes 16 seconds West, 205.49 feet. Thence North 89 degrees 41 minutes 15 seconds West, 210.59 feet to a point on the west line of Government Lot 2 of the Northwest Quarter. Thence along said west line, North 03 degrees 11 minutes 15 seconds East, 15.02 feet. Thence leaving said west line, South 89 degrees 41 minutes 15 seconds East, 209.84 feet. Thence around a curve to the left having a radius of 340.32 feet, and subtended by a chord bearing and distance of North 73 degrees 30 minutes 16 seconds East, 196.82 feet. Thence North 56 degrees 41 minutes 47 seconds East, 15.20 feet. Thence around a curve to the right having a radius of 189.15 feet, and subtended by a chord bearing and distance of North 68 degrees 18 minutes 36 seconds East, 76.15 feet. Thence South 13 degrees 52 minutes 08 seconds East, 23.48 feet to the Point of Beginning.*

RESOLUTION NO. R-6-14

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH SMITH COMMUNICATIONS, LLC FOR A TOWER AND WIRELESS COMMUNICATIONS FACILITY AT CAROL ANN CROSS PARK

---

WHEREAS, Smith Communications, LLC requests to install a tower and wireless communications facility at Carol Ann Cross Park to provide the infrastructure needed for cell phone and wireless communications providers, and;

WHEREAS, a tower in this location will improve cell phone and communication services in this inadequately served area of the City addressing the concerns of citizens, and;

WHEREAS, the receipts from the lease payments will provide a funding source for improvements to Carol Ann Cross Park,

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

Section 1: The Mayor is hereby authorized to execute the attached lease agreement with Smith Communications, LLC.

This Resolution passed this 4<sup>th</sup> day of February, 2014.

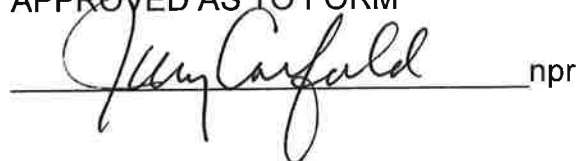
APPROVED:

  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM

 npr

R-6-14

City

**LAND LEASE AGREEMENT**

Smith Communications, LLC  
Tower and Wireless Communications Facility

Located at:

CAROL ANN CROSS PARK  
FORT SMITH,  
Sebastian County, AR

Between

SMITH COMMUNICATIONS, LLC

And

City Of Fort Smith, AR

## LAND LEASE AGREEMENT

This Agreement, made this 11<sup>th</sup> day of Feb. 2014, between the CITY OF FORT SMITH, ARKANSAS, Sebastian County, FORT SMITH, AR 623 Garrison Ave. 3<sup>Rd</sup> floor, Fort Smith, AR 72901 hereinafter designated as FORT SMITH, and SMITH COMMUNICATIONS, LLC. with its principal office located at, 520 N. College Avenue, Fayetteville, AR 72701, hereinafter designated as SMITH. SMITH and FORT SMITH are at times collectively referred to hereinafter as the "Parties".

1. PREMISES. FORT SMITH hereby leases to SMITH a portion of that certain parcel of property referred to hereinafter as the Carol Ann Cross site, located in Sebastian County, Arkansas, and described in Exhibit "A" attached hereto (the "Land Space"), together with the non-exclusive but constant (24 hours per day, 7 days a week) access and utility easement over, under, or along the existing driveway, said Land Space and Easement (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. SMITH agrees not to block the driveway and to coordinate and cooperate with the CITY OF FORT SMITH and its Parks Department in their use and access to their facilities. SMITH's use of the premises is limited to a height above ground surface level of 170 feet. SMITH will provide at its own expense fencing and screening approved by Fort Smith. SMITH will provide exhibits of alterations to the ground surface for approval by FORT SMITH.

2. SURVEY. FORT SMITH also hereby grants to SMITH the right to survey the Carol Ann Cross Park site and the Premises, and said survey after review and acceptance by FORT SMITH shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by SMITH.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, and the initial term of five (5) years shall commence on the latter of January 1, 2014 or at the start of project construction, at which time, rental payments shall commence and be due at a total monthly rental of **One Thousand Five Hundred Dollars (\$1,500.00)** to be paid on the first day of the month, in advance, to FORT SMITH. Also Lessee shall pay Three Hundred and No/100 Dollars (\$300.00) per month for a total of **Three Thousand Six Hundred and No/100 Dollars (\$3,600.00)** per year, to be added to the Rent, for each additional wireless carrier using the Facility beyond the first wireless carrier, or the replacement thereof. To minimize the number of towers within the City, Fort Smith desires that additional wireless carriers co-locate on this tower. Therefore, Smith agrees to negotiate in good faith with additional wireless carriers to co-locate on the tower. Lease payments shall consist of equal monthly installments with the first payment due at the commencement of the Initial Term with subsequent payments due on the first (1<sup>st</sup>) day of each following month for the duration of the Lease.

4. EXTENSIONS. This Agreement shall automatically be extended for **Five (5)** additional five (5) year terms unless SMITH terminates it at the end of the then current term by giving the other of the Parties written notice of its intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The monthly rental for the first five year extension term shall be increased by an amount equal to 15% over the original TERM. Further at the starting date of the second EXTENTION, and each of the subsequent EXTENTIONS the rental amount shall increase over the previous rental by the amount of 15% of the previous rental.

6. USE: GOVERNMENTAL APPROVALS. SMITH shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto. The design of the tower shall be of the flagpole type with all antenna and wiring or cabling to be located inside the tower. The tower shall not have any lighting including a beacon light on top whether flashing or not. No exterior antenna, wiring or cabling, or lighting may be added to the tower at any time for the duration of this agreement. A security fence consisting of privacy construction or similar but comparable construction will be placed around the perimeter of the Premises at the expense of SMITH and as required and approved by FORT SMITH. All improvements, equipment and conduits shall be at SMITH's expense and the installation of all improvements shall be at the discretion and option of SMITH. SMITH shall have the right to replace, repair, add or otherwise modify its equipment and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that SMITH's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit SMITH use of the Premises as set forth above. In the event that any of such applications for such Governmental Approvals should be finally rejected; or any Governmental Approval issued to SMITH is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, SMITH shall have the right to terminate this Agreement. Notice of Smith's exercise of its right to terminate shall be given to FORT SMITH in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by SMITH, or upon such later date as designated by SMITH. All rentals paid to said termination date shall be retained by FORT SMITH. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, SMITH shall have no further obligations for the payment of rent to FORT SMITH. If this site becomes technologically unsuitable for SMITH's purposes, SMITH may terminate this lease upon ninety days notice.

7. INSURANCE. SMITH agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$5,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence. SMITH's insurance shall contain a provision including FORT SMITH as an additional insured.

8. LIMITATION OF LIABILITY. In no event will either FORT SMITH or SMITH be liable to the other, or any of their respective agents, representatives, employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of

service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

SMITH agrees to indemnify, defend and hold Fort Smith harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly or indirectly from SMITH'S use of the Premises or SMITH'S breach of this Agreement.

9. REMOVAL AT END OF TERM. SMITH shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. FORT SMITH agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of SMITH shall remain the personal property of SMITH and SMITH shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes SMITH to remain on the Premises after termination of this Agreement, SMITH shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. **The Premises and affected surrounding property will be repaired and restored to its original condition.**

10. QUIET ENJOYMENT. FORT SMITH covenants that SMITH, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. FORT SMITH agrees that this lease shall survive and remain in force if FORT SMITH sells or transfers any part of the Land Space.

11. TITLE. FORT SMITH represents and warrants to SMITH as of the execution date of this Agreement, and covenants during the Term that FORT SMITH is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Agreement and that there are no covenants, easement or restrictions which prevent or adversely affect the use of occupancy of the Premises by SMITH as set forth above.

12. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between FORT SMITH and SMITH and that no verbal or oral agreements, promises or understandings shall be binding upon either FORT SMITH or SMITH. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

13. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of Arkansas and venue shall be in Fort Smith District of Sebastian County.

14. ASSIGNMENT. This Agreement may be sold, assigned or transferred by SMITH without any approval or consent of FORT SMITH to SMITH's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of SMITH's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of FORT SMITH, which such consent will not be unreasonably withheld or delayed. No change of stock ownership or control of SMITH shall constitute an assignment hereunder. SMITH may sublease any portion of the Premises at its sole discretion upon notice to FORT SMITH. Any sublease that is entered into by SMITH shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply solely to any situation by which SMITH allows a third party use of the Premises for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of SMITH set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

15. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

FORT SMITH:            CITY OF FORT SMITH  
                              623 Garrison Ave. 3<sup>rd</sup> Floor  
                              Fort Smith, AR 72901

SMITH:                 SMITH COMMUNICATIONS:  
                              ATTN: Michael Smith  
                              520 N. College Avenue  
                              Fayetteville, AR 72701

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

16. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors, and assigns of the Parties hereto.

17. DEFAULT.



(a) In the event there is a breach by SMITH with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, FORT SMITH shall give SMITH written notice of such breach. After receipt of such written notice, SMITH shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided SMITH shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and SMITH commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. FORT SMITH may not maintain any action or effect any remedies for default against SMITH unless and until SMITH has failed to cure the breach within the time periods provided in this Paragraph. However, repetitive breaches relating to blocking or interfering with the access easement or the rights of other tenants to successfully operate their equipment without electronic or other interference shall give FORT SMITH the right to terminate this contract even if such breaches are temporary and cured within thirty days.

(b) In the event there is a breach by FORT SMITH with respect to any of the provisions of this Agreement or its obligations under it, SMITH shall give FORT SMITH written notice of such breach. After receipt of such written notice, FORT SMITH shall have thirty (30) days in which to cure any such breach, provided FORT SMITH shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and FORT SMITH commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. SMITH may not maintain any action or effect any remedies for default against FORT SMITH unless and until FORT SMITH has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if FORT SMITH fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by FORT SMITH if the failure to perform such an obligation interferes with SMITH's ability to conduct its business on the Premises; provided, however, that if the nature of FORT SMITH's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

18. REMEDIES. Upon a default, the non-defaulting party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefor. In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting may have by reason of such default, the non-defaulting party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the laws or judicial decisions of the state in which the Premises are located; provided, however, FORT SMITH and SMITH shall use reasonable efforts to mitigate any damages in connection with a default by FORT SMITH. If SMITH so performs any of



FORT SMITH's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by SMITH shall immediately be owing by FORT SMITH, and FORT SMITH shall pay to SMITH upon demand the full undisputed amount thereof with interest thereon from the date of payment at the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if FORT SMITH does not pay SMITH the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from SMITH, SMITH may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to FORT SMITH until the full undisputed amount, including all accrued interest, is fully reimbursed to SMITH.

19. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following the event, SMITH may terminate this by sending written notice to FORT SMITH. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which SMITH'S use of the Premises is impaired.

20. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, in SMITH's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt SMITH's operations at the Premises for more than forty-five (45) days, SMITH may, at SMITH's option, to be exercised in writing within fifteen (15) days after FORT SMITH shall have given SMITH written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. SMITH may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If SMITH does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, SMITH shall promptly repair any damage to the Premises caused by such condemning authority.

21. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this

21. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

22. APPLICABLE LAWS. SMITH shall, in respect to the condition of the Premises and at SMITH's sole cost and expense, comply with (a) all Laws relating solely to SMITH'S specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by SMITH in the Premises.

23. SURVIVAL. Any provisions of this Agreement, which require performance subsequent to the termination, or expiration of this Agreement shall also survive such termination or expiration.

24. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**SMITH COMMUNICATIONS**

By:

*Michael B. Smith*  
**MICHAEL B. SMITH**  
President

Attest:

*Hollie Wentz*

*Hollie Wentz*

**CITY OF FORT SMITH**

By:

*Sandy Sanders*  
**Sandy Sanders**  
Mayor

Attest:

*Sherri Gard*

*Sherri Gard, City Clerk*



**EXHIBIT "A"**  
**PREMISES DESCRIPTION**

## EXHIBIT "A"

### PROPERTY DESCRIPTION

Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap. Thence North 80 degrees 24 minutes 25 seconds East, 65.00 feet to a 1/2 inch set rebar with cap. Thence South 13 degrees 52 minutes 08 seconds East, 15.20 feet to a 1/2 inch set rebar with cap. Thence South 58 degrees 52 minutes 08 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence South 13 degrees 52 minutes 08 seconds East, 50.00 feet to a 1/2 inch set rebar with cap. Thence South 80 degrees 24 minutes 25 seconds West, 70.07 feet to the Point of Beginning, containing 0.11 acres and subject to any Easements of Record.

### 22.00 FOOT ROAD AND PUBLIC UTILITY EASEMENT DESCRIPTION

Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 13 degrees 52 minutes 08 seconds West, 23.48 feet. Thence around a curve to the left having a radius of 189.15 feet, and subtended by a chord bearing and distance of South 68 degrees 18 minutes 36 seconds West, 76.15 feet. Thence South 56 degrees 41 minutes 47 seconds West, 15.20 feet. Thence around a curve to the right having a radius of 340.32 feet, and subtended by a chord bearing and distance of South 73 degrees 30 minutes 16 seconds West, 196.82 feet. Thence North 89 degrees 41 minutes 15 seconds West, 209.84 feet to a point on the west line of Government Lot 2 of the Northwest Quarter. Thence along said west line, North 03 degrees 11 minutes 15 seconds East, 22.03 feet. Thence leaving said west line, South 89 degrees 41 minutes 15 seconds East, 208.73 feet. Thence around a curve to the left having a radius of 318.32 feet, and subtended by a chord bearing and distance of North 73 degrees 30 minutes 16 seconds East, 184.09 feet. Thence North 56 degrees 41 minutes 47 seconds East, 15.20 feet. Thence around a curve to the right having a radius of 211.15 feet, and subtended by a chord bearing and distance of North 68 degrees 15 minutes 42 seconds East, 84.66 feet. Thence North 79 degrees 49 minutes 37 seconds East, 63.91 feet. Thence South 13 degrees 52 minutes 08 seconds East, 46.19 feet to a 1/2 inch set rebar with cap. Thence South 80 degrees 24 minutes 25 seconds West, 65.00 feet to the Point of Beginning.

D 33°36'58"

## 15.00 FOOT PUBLIC UTILITY EASEMENT DESCRIPTION

*Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:*

*Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 56 degrees 43 minutes 52 seconds West, 12.06 feet. Thence around a curve to the left having a radius of 174.15 feet, and subtended by a chord bearing and distance of South 67 degrees 07 minutes 20 seconds West, 63.03 feet. Thence South 56 degrees 41 minutes 47 seconds West, 15.20 feet. Thence around a curve to the right having a radius of 355.32 feet, and subtended by a chord bearing and distance of South 73 degrees 30 minutes 16 seconds West, 205.49 feet. Thence North 89 degrees 41 minutes 15 seconds West, 210.59 feet to a point on the west line of Government Lot 2 of the Northwest Quarter. Thence along said west line, North 03 degrees 11 minutes 15 seconds East, 15.02 feet. Thence leaving said west line, South 89 degrees 41 minutes 15 seconds East, 209.84 feet. Thence around a curve to the left having a radius of 340.32 feet, and subtended by a chord bearing and distance of North 73 degrees 30 minutes 16 seconds East, 196.82 feet. Thence North 56 degrees 41 minutes 47 seconds East, 15.20 feet. Thence around a curve to the right having a radius of 189.15 feet, and subtended by a chord bearing and distance of North 68 degrees 18 minutes 36 seconds East, 76.15 feet. Thence South 13 degrees 52 minutes 08 seconds East, 23.48 feet to the Point of Beginning.*

**EXHIBIT "B"**  
**SURVEY OF PREMISES**





Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

**SOUTH 74TH STREET**

**HIGHWAY N. 115° E 12.00' 22.00'**

P.L. METEOROLOGICAL

PAVED DRIVE

SIGN

PICK-UP OFFICE SIGN

**SURVEYOR'S NOTE:** This W. Satterfield, No. 0147,

Part of Government Lot 2 of the Northwest Quarter, Section 19,  
Township 8 North, Range 31 West, Sebastian County, Arkansas  
being more particularly described as follows:

D 53°36'S  
CD N 73°01'E  
CD 184.6'  
R 319.5'  
L 10C  
T 5G

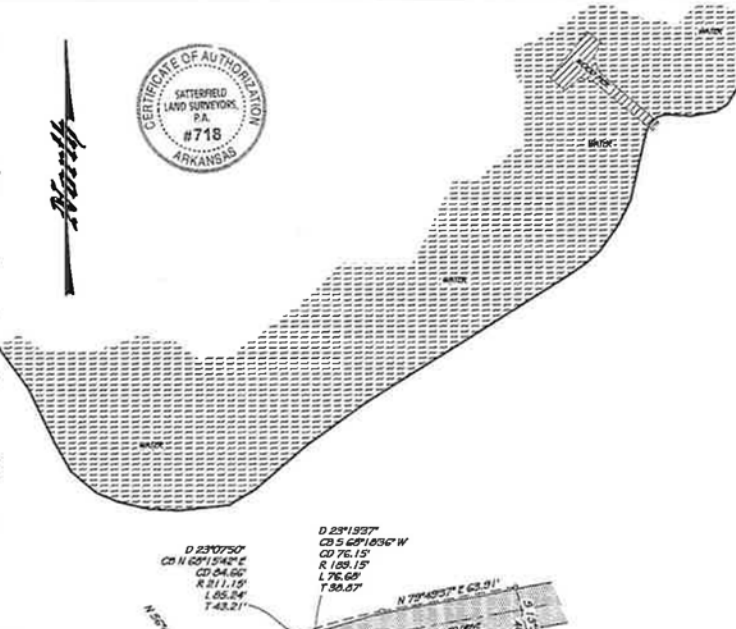
N41°15'E 200.75'

N41°15'W 209.24'


N41°15'W 210.59'

PAVED DRIVE

RD W 1/2 E.R.



Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:



LINE TABLE		
LINE	BEARING	LENGTH
L1	N31°07'S 52'	3.54
L2	N13°52'09"W	14.82
L3	S13°52'09"E	15.20
L4	S58°52'08"E	3.54

LINE TABLE		
LINE	BEARING	LENGTH
L1	N31°07'S2°E	3.54
L2	N13°52'08"W	14.82
L3	S13°52'08"E	15.20
L4	S58°52'08"E	3.54

Fullerfield Land Surveyors P.A. Copyright 2013

SCALE 1" = 40'		
7 - #4016753		
2/2/12 - #1-0248		
PLANE COOR. GRID NAD 83		

**SURVEYOR'S DISCLAIMER AND STATEMENT OF USE**

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by the person shown on this plat. I have the duty to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.C. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing this State Surveyor's office, survey becomes public record.

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use of the shown on this plot. No one has the authority to use the data shown on this plot for any purpose other than those named or their agents and the survey is only certified to the data shown on this plot. This plot is protected by copyright and any person other than those named using or relying upon this plot will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plot without written authorization. After filing with State Surveyor's office, survey becomes public record.

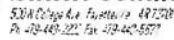


GOVERNMENT LOT 2, NW 1/4,  
SECTION 19, T-8-N, R-31-W

*Tallerfield Land Surveyors P.A.*  
REG. ARK. & OKLA.  
1926 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565  
FAX (479) 632-5002 - WEBSITE: <http://www.tsturveying.com>







DRAWINGS AS EXAMPLE)

**POLE ELEVATION**

**NOTICE: ALL PARTS ARE TO BE INVENTORIED AND ANY SHORTAGES REPORTED WITHIN 48 HOURS OF DELIVERY. SHORTAGES REPORTED AFTER THIS TIME PERIOD WILL BE CHARGED TO THE CONTRACTOR.**

**CALL 800/389-8690 ASK FOR THE CONTRACTS DEPARTMENT**

**BASE INSTALLATION**

**DRAWING LIST**

MONOPOLE ERECTION	67424-MM
MONOPOLE FOUNDATIONS(S)	67424-F2
MONOPOLE FABRICATION	67424-C1
BILL OF MATERIALS	BOM-1

**NOTE: FACTORY APPLIED PAINT.**

**FROM KIT INSTALLATION**

IT MAY BE NECESSARY TO USE SHIMS BETWEEN THE FLANGES IN ORDER TO FLARE THE CANISTER. STEEL SHIMS ARE BEING PROVIDED WITH THE CANISTER.

**BOLT INSTALLATION DETAILS**

- INSTALLATION OF BOLTS: BOLTS FOR TOWERS AND ANTENNAS SHALL BE INSTALLED WITH THE NUTS FACING TO THE OUTSIDE AND/OR TO THE TOP OF THE TOWER, UNLESS PROHIBITED BY LACK OF CLEARANCE.
- TIGHTENING OF BOLTS: ALL HIGH STRENGTH BOLTS SHALL BE TIGHTENED TO A SNUG-TIGHT CONDITION, AS DEFINED BY AISC.
- NUT LOCKING DEVICE: ALL NUTS SHALL BE EQUIPPED WITH SOME TYPE OF NUT LOCKING DEVICE. SEE THE INDIVIDUAL DRAWINGS FOR THE TYPE OF NUT LOCKING DEVICE TO BE USED FOR EACH INDIVIDUAL APPLICATION.

**UNLESS OTHERWISE SPECIFIED:**

ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN INCHES

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE TO BE MAINTAINED TO THE CLOSEST 1/8\"/>

**Sabre Industries**  
Towers and Poles

**CONFIDENTIAL**

This document and the information contained herein is the confidential trade secret property of Sabre Communications Corporation. It shall not be reproduced, copied or used, in whole or in part, for any purpose without the prior written consent of Sabre Communications Corporation.

**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/8/92	ISSUED FOR CONSTRUCTION

**SMITH TWO-WAY RADIO INC**

CAROL ANN CROSS PARK  
170 Ft. Flagpole

JOB: 67424	ISSUE: B	REVISION NO.: 67424-MM	REV: 1
DATE: 10/8/92	DESIGNED BY: JZ	SCALE: R.T.S.	PAGE: 1
CHECKED BY: JZ	DATE: 10/8/92	67424-E	

RESOLUTION NO. R-12-18

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF A LAND LEASE AGREEMENT FROM SMITH COMMUNICATIONS, LLC TO AMERICAN TOWERS, LLC FOR THE TOWER AND WIRELESS COMMUNICATIONS FACILITY AT CAROL ANN CROSS PARK AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS PERTAINING THERETO

WHEREAS, the City adopted Resolution No. R-6-14 authorizing a Land Lease Agreement with Smith Communications, LLC for the purpose of constructing a communications tower in Carol Ann Cross Park; and

WHEREAS, Smith Communications, LLC intends to assign all rights and obligations of said Land Lease Agreement to American Towers, LLC; and

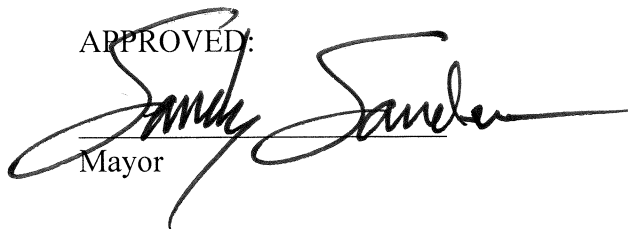
WHEREAS, the Land Lease Agreement specifies that any assignment of the Land Lease Agreement shall require the written consent of the city.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas, that the assignment of the Land Lease Agreement from Smith Communications, LLC to American Towers, LLC for the tower and wireless communications facility at Carol Ann Cross Park, maintaining all rights and obligations of the City and the assignee, is hereby approved.

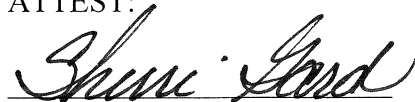
BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the attached "Consent to Assignment" form indicating such approval.

This Resolution passed this 16<sup>th</sup> day of January, 2018.

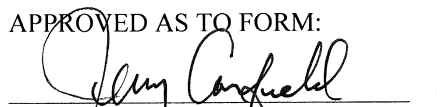
APPROVED:

  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney (No Publication Required)

Prepared by and return to:  
American Towers LLC  
10 Presidential Way  
Woburn, MA 01801  
Site Name: Carol Ann Cross  
ATC Site Number: 204706

Prior Recording Reference: Sebastian County, Arkansas  
Office of the County Clerk and Recorder, Instrument No. 2014F-11719

Tax Parcel ID: 18883-0000-02894-00

---

(Recorder's Use Above this Line)

### **ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

This Assignment and Assumption of Lease Agreement (this "**Agreement**") is made and entered into effective as of January 19, 2018, (the "**Effective Date**"), by and between SMITH COMMUNICATIONS LLC, an Arkansas limited liability company with a mailing address of 520 N. College Avenue, Fayetteville, AR 72701 ("**Assignor**"), and AMERICAN TOWERS LLC, a Delaware limited liability company with a mailing address of American Towers LLC, 10 Presidential Way, Woburn, MA 01801, Attn: Land Management ("**Assignee**").

#### **Recitals**

A. Assignor, as seller, and Assignee, as purchaser, are parties to that certain Asset Purchase Agreement dated January 19, 2018 (the "**APA**"), pursuant to which Assignor is transferring the Assets (as defined in the APA) to Assignee.

B. Assignor is the current tenant under that certain lease dated February 11, 2014 (as amended and assigned, the "**Ground Lease**") between Assignor, as tenant, and the City of Fort Smith, Arkansas, as landlord ("**Landlord**"), a copy of which is recorded with the County Clerk and Recorder of Sebastian County, Arkansas, Instrument No. 2014F-11719, demising a parcel of real property in Sebastian County, Arkansas as more particularly described in **Exhibit A** and **Exhibit B**.

C. In accordance with the terms of the APA, Assignor desires to assign its right, title

and interest in and to the Ground Lease to Assignee, and Assignee desires to acquire and assume Assignor's rights and obligations under the Ground Lease (the "Assignment").

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Assignment of Ground Lease. As of the Effective Date, Assignor does assign, transfer, and set over unto Assignee all of the right, title and interest of Assignor in, to and under the Ground Lease, subject to the terms, covenants and conditions contained in or with respect to the Ground Lease and all terms and conditions of all related easements and ancillary agreements.

2. Assumption of Lease. Effective as of the Effective Date, Assignee assumes and accepts the foregoing assignments on the terms and conditions set forth in this Assignment, and Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations of the Ground Lease on the part of the Assignor to be kept, observed and performed which accrue after the Effective Date (collectively, the "Assumed Liabilities"), with the same force and effect as if the Assignee instead of Assignor (or its predecessor) had originally signed the Ground Lease.

3. Terms of APA Control. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions of the APA, including the warranties, covenants, agreements, indemnification, conditions and representations contained in the APA and, in general, any of the rights and remedies, of Assignor or Assignee set forth in the APA.

4. Amendments. This Agreement may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Agreement.

5. Headings. The headings of the various sections of this Agreement have been inserted only for the purpose of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, expand, explain or restrict any of the provisions of this Agreement. Words of any gender used in this Agreement shall include any other gender and words in the singular shall include the plural, and vice versa, unless the context requires otherwise.

6. Successors and Assigns. This Agreement shall bind and inure to the benefit of Assignor, Assignee, and their respective successors and assigns.

7. Governing Law. The laws of the State of Arkansas govern the validity, construction, enforcement and interpretation of this Agreement.

8. Counterpart Signatures. This Agreement may be executed in any number of counterparts, any one of which shall constitute an original of this Agreement and all of which together shall constitute one and the same instrument. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were

upon the same documents and copies of such documents shall be deemed valid as originals.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease Agreement as of the date first above written.

SMITH COMMUNICATIONS LLC  
an Arkansas limited liability company

Witnesses:

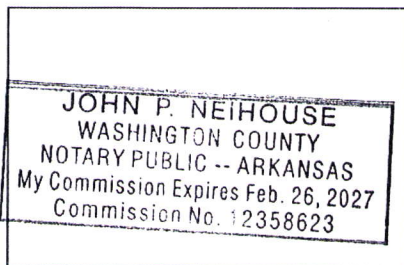
By: Smith Two-Way Radio, Inc., Sole Member

By: *Michael B. Smith*  
Name: Michael B. Smith  
Title: President

*[Signature]*  
Name: *Frae Barton*  
*Sharon Struth*  
Name: *Sharon Struth*

STATE OF ARKANSAS }  
COUNTY OF WASHINGTON } ss.  
}

On this 19th day of January, 2018, before me, the undersigned notary public, personally appeared Michael B. Smith, President of Smith Two-Way Radio, Inc., sole member of Smith Communications LLC, an Arkansas limited liability company, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



(Use this space for notary stamp/seal)

*[Signature]*  
Notary Public  
Print Name *John Neihouse*  
My commission expires *2/26/2027*

AMERICAN TOWERS LLC,  
a Delaware limited liability company

Witnesses:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

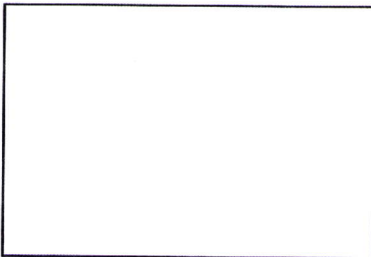
Monica Bhaudani  
Name: \_\_\_\_\_  
Al  
Name: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

)  
) ss.  
)

COUNTY OF MIDDLESEX

On this 19<sup>th</sup> day of January, 2018, before me, the undersigned notary public,  
personally appeared Richard Rossi, Chief Resident Legal of American  
Towers LLC proved to me through satisfactory evidence of identification, which was a driver's license, to  
be the person whose name is signed on the preceding or attached document, and acknowledged to me that  
he signed it voluntarily for its stated purpose.



(Use this space for notary stamp/seal)

[Signature]  
Notary Public

Print Name: \_\_\_\_\_

My commission expires \_\_\_\_\_



**RICHARD P. PALERMO**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 25, 2023



EXHIBIT "A"

PROPERTY DESCRIPTION

Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap. Thence North 80 degrees 24 minutes 25 seconds East, 65.00 feet to a 1/2 inch set rebar with cap. Thence South 13 degrees 52 minutes 08 seconds East, 15.20 feet to a 1/2 inch set rebar with cap. Thence South 58 degrees 52 minutes 08 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence South 13 degrees 52 minutes 08 seconds East, 50.00 feet to a 1/2 inch set rebar with cap. Thence South 80 degrees 24 minutes 25 seconds West, 70.07 feet to the Point of Beginning, containing 0.11 acres and subject to any Easements of Record.

22.00 FOOT ROAD AND PUBLIC UTILITY EASEMENT DESCRIPTION

Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 13 degrees 52 minutes 08 seconds West, 23.48 feet. Thence around a curve to the left having a radius of 189.15 feet, and subtended by a chord bearing and distance of South 68 degrees 18 minutes 36 seconds West, 76.15 feet. Thence South 56 degrees 41 minutes 47 seconds West, 15.20 feet. Thence around a curve to the right having a radius of 340.32 feet, and subtended by a chord bearing and distance of South 73 degrees 30 minutes 16 seconds West, 196.82 feet. Thence North 89 degrees 41 minutes 15 seconds West, 209.84 feet to a point on the west line of Government Lot 2 of the Northwest Quarter. Thence along said west line, North 03 degrees 11 minutes 15 seconds East, 22.03 feet. Thence leaving said west line, South 89 degrees 41 minutes 15 seconds East, 208.73 feet. Thence around a curve to the left having a radius of 318.32 feet, and subtended by a chord bearing and distance of North 73 degrees 30 minutes 16 seconds East, 184.09 feet. Thence North 56 degrees 41 minutes 47 seconds East, 15.20 feet. Thence around a curve to the right having a radius of 211.15 feet, and subtended by a chord bearing and distance of North 68 degrees 15 minutes 42 seconds East, 84.66 feet. Thence North 79 degrees 49 minutes 37 seconds East, 63.91 feet. Thence South 13 degrees 52 minutes 08 seconds East, 46.19 feet to a 1/2 inch set rebar with cap. Thence South 80 degrees 24 minutes 25 seconds West, 65.00 feet to the Point of Beginning.

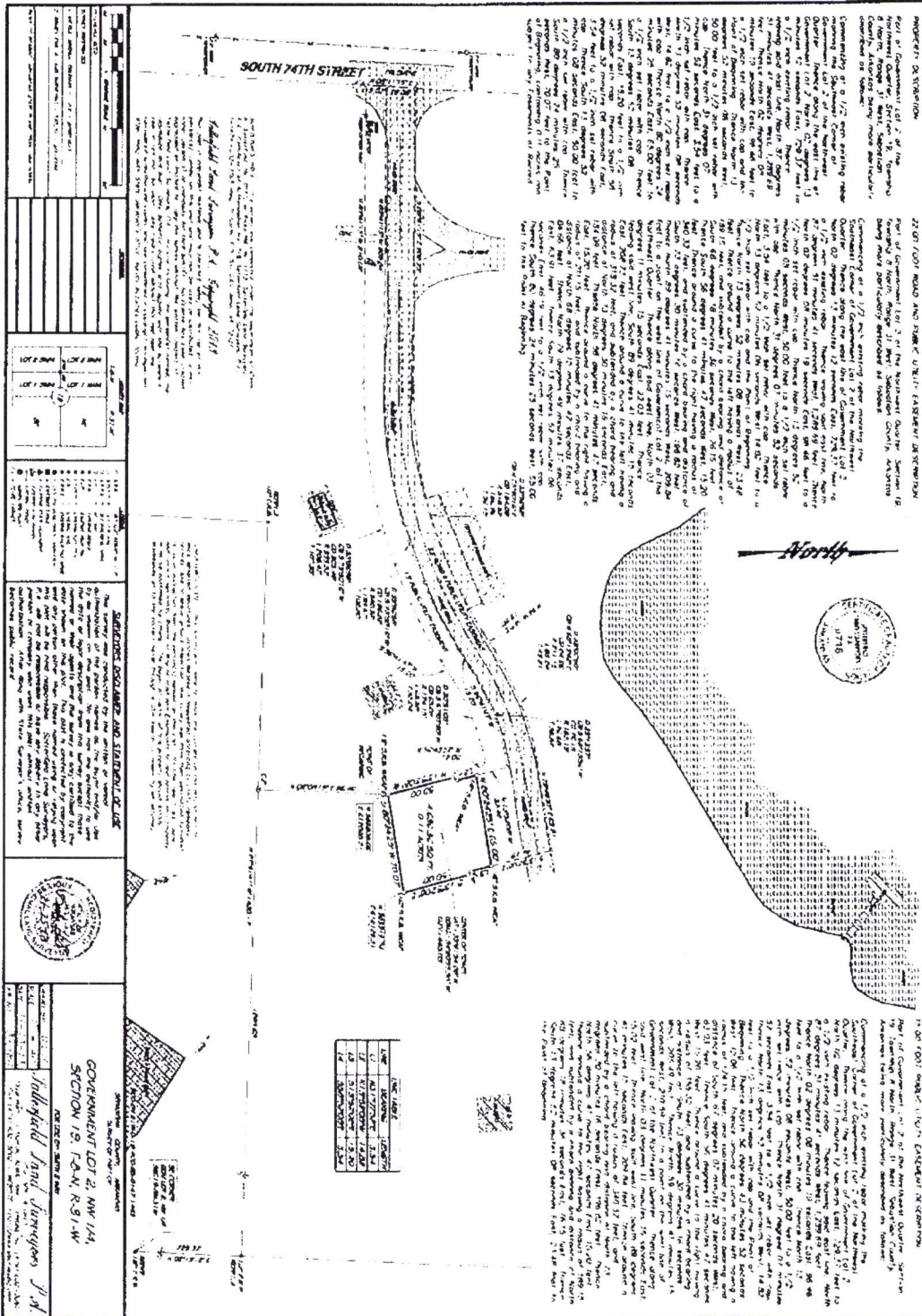
D333658

#### 15.00 FOOT PUBLIC UTILITY EASEMENT DESCRIPTION

Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a 1/2 inch existing rebar marking the Southeast Corner of Government Lot 2 of the Northwest Quarter. Thence along the east line of Government Lot 2, North 02 degrees 13 minutes 12 seconds East, 729.37 feet to a 1/2 inch existing rebar. Thence leaving said east line, North 87 degrees 51 minutes 41 seconds West, 1,289.69 feet. Thence North 02 degrees 08 minutes 19 seconds East, 96.46 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 50.00 feet to a 1/2 inch set rebar with cap. Thence North 31 degrees 07 minutes 52 seconds East, 3.54 feet to a 1/2 inch set rebar with cap. Thence North 13 degrees 52 minutes 08 seconds West, 14.82 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence North 56 degrees 43 minutes 52 seconds West, 12.06 feet. Thence around a curve to the left having a radius of 174.15 feet, and subtended by a chord bearing and distance of South 67 degrees 07 minutes 20 seconds West, 63.03 feet. Thence South 56 degrees 41 minutes 47 seconds West, 15.20 feet. Thence around a curve to the right having a radius of 355.32 feet, and subtended by a chord bearing and distance of South 73 degrees 30 minutes 16 seconds West, 205.49 feet. Thence North 89 degrees 41 minutes 15 seconds West, 210.59 feet to a point on the west line of Government Lot 2 of the Northwest Quarter. Thence along said west line, North 03 degrees 11 minutes 15 seconds East, 15.02 feet. Thence leaving said west line, South 89 degrees 41 minutes 15 seconds East, 209.84 feet. Thence around a curve to the left having a radius of 340.32 feet, and subtended by a chord bearing and distance of North 73 degrees 30 minutes 16 seconds East, 196.82 feet. Thence North 56 degrees 41 minutes 47 seconds East, 15.20 feet. Thence around a curve to the right having a radius of 189.15 feet, and subtended by a chord bearing and distance of North 68 degrees 18 minutes 36 seconds East, 76.15 feet. Thence South 13 degrees 52 minutes 08 seconds East, 23.48 feet to the Point of Beginning.

# EXHIBIT "B"



Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 37 West, Sebastian County, Arkansas being more particularly described as follows.

Part of Government Lot 2 of the Northwest Quarter, Section 19  
Township 8 North, Range 31 West, Sebastian County, Arkansas  
being more particularly described as follows:

[illegible]

Part of Government Lot 2 of the Northwest Quarter, Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas being more particularly described as follows:

Commencing at a 1/2 inch existing rebar marking the  
 Southeast Corner of Government Lot 2 of the Northwest  
 Quarter. Thence along the east line of Government Lot 2,  
 120 feet; thence along the north line of Government Lot 2,  
 1/2 inch existing rebar with cast iron cap, 100 feet to  
 a 1/2 inch existing rebar. Thence leaving said east line,  
 North 67 degrees 51 minutes 41 seconds West, 1.2883 feet  
 to a 1/2 inch existing rebar with cast iron cap, North 96  
 degrees 15 minutes 36 seconds East, 96 feet to a  
 1/2 inch cast iron rebar with cast iron cap, Thence North  
 52 degrees 52 minutes 08 seconds East, 300.00 feet to a 1/2  
 inch existing rebar with cast iron cap, North 36 degrees  
 52 seconds East, 354 feet to a 1/2 inch cast iron rebar with  
 cast iron cap, Thence North 13 degrees 56 minutes 00 seconds  
 West, 14.82 feet to a 1/2 inch existing rebar with cast iron cap,  
 or beginning. Thence North 36 degrees 41 minutes 32 seconds  
 East, 12.06 feet. Thence around a curve to the left having a  
 radius of 355.32 feet, subtended by a chord bearing  
 South 67 degrees 09 minutes 10 seconds West, a  
 distance of South 67 degrees 09 minutes 10 seconds West,  
 83.03 feet. Thence North 56 degrees 34 minutes 32  
 seconds East, 100 feet to a curve to the right having  
 a radius of 355.32 feet, and subtended by a chord bearing  
 North 36 degrees 41 minutes 32 seconds East, a  
 distance of 83.03 feet. Thence North 09 degrees 41 minutes 15  
 seconds West, 210.38 feet to a point on the east line of  
 Government Lot 2. Thence along the east line of Govern-  
 ment Lot 2, 152 feet to a 1/2 inch existing rebar with  
 cast iron cap, Thence leaving said east line, South 69  
 degrees 41 minutes 36 seconds East, 100 feet to a curve  
 to the left having a radius of 340.32 feet, and  
 subtended by a chord bearing of and distance of North 31  
 degrees 41 minutes 36 seconds East, 100 feet. Thence  
 North 36 degrees 41 minutes 47 seconds East, 152.50 feet.  
 Thence around a curve to the right having a radius of 189.12  
 feet, subtended by a chord bearing of and distance of  
 North 36 degrees 41 minutes 47 seconds East, 152.50  
 feet. Thence North 08 degrees 10 minutes 36 seconds East,  
 76.15 feet. Thence North 13 degrees 52 minutes 08  
 seconds East, 23.48 feet. Thence North 08 degrees 10

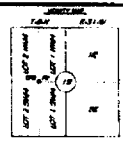
LINE	BEARING	LENGTH
L1	N81°07'S E	3.54
L2	N15°32'00"W	14.68
L3	S15°32'00"E	13.80
L4	S56°32'00"E	3.54

DRAFT COPY This material was constructed under the supervision of Edgar  
A. Tamm, Esq., D.D. - President, Jan. 1948 - February, 1960.

*Saltcofield Land Surveyors P.A., Copyright 2019*

This does not copyright material that is donated solely for the use as the person's name in this and may not be used or distributed to any other person(s) or company for their benefit. We do not have been created copyright is granted to every the survey about the written content of "Suffrage" (and "Suffrage"). All the data including the person's name may be used for any other purpose that is consistent with the survey's goal it may may be used. Any other use of the survey's content is considered unauthorized and may be considered a copyright infringement after filing with State Secretary's office. Survey becomes public record.

WALTER PAGE'S LATER. THE SURVEY WAS MADE TO MARK THE CORNERS ON THE GROUND AND TO show adjacent structures. Utilities located & measured according to utility company records, and a above ground inspection. The survey was done from description and the is as an exception from the contract named on this plot. No title search was done and record ownership, Rights of Way & deed and Easements to and through this property must be confirmed by others. The Buyer or Owner of this property should satisfy themselves as to the correct area through a title search or review by an attorney.

[illegible][illegible]

Survey was conducted by the written or verbal authorization of the person named as the buyer and/or seller shown on this plot. No one has the authority to do a legal description from this survey except the named or their agents and the survey is only certified to be shown on this plot. This plot is protected by copyright. No person other than those named using or relying on this plot will be held responsible. Settled Land Survey will not be responsible or have any liability to any person or company who uses this plot without written permission. After filing with State Surveyor's office, survey becomes public record.



SEDAWATTA COUNTY, ARIZONA  
SUBJECT OF TRACT OF  
GOVERNMENT LOT 2, NW 1/4,  
SECTION 19, T-8-N, R-31-W

**Callender Land Surveyors P.A.**  
REG. ARE. & O&A  
1020 HWY. 17 NORTH, ALMA, AR. PHONE 304 (479) 837-5265  
FAX (479) 837-5002 - WEBSITE: <http://www.callender.com>





**Smith Communications, LLC**  
 1000 N. 10th St.  
 Fort Smith, AR 72901

Smith Communications is providing this proposal to the City of Fort Smith to locate a Communications / Cell Tower in Carol Ann Cross Park. The Smith proposal is for a 170ft. Flagpole Tower. (SEE ATTACHED TOWER DRAWINGS AS EXAMPLE)

DRAWINGS AS EXAMPLE

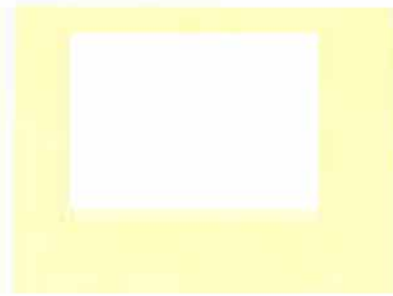
	<p>ACCESS POINT 8'-0" FROM EDGE OF THE FIELD TO BOLT</p>	<p><b>NOTICE: ALL PARTS ARE TO BE INVENTORIED AND ANY SHORTAGES REPORTED WITHIN 48 HOURS OF DELIVERY. SHORTAGES REPORTED AFTER THIS TIME PERIOD WILL BE CHARGED TO THE CONTRACTOR.</b>  <b>CALL 800/368-6880 ASK FOR THE CONTRACTS DEPARTMENT</b></p>	<p><b>DRAWING LIST</b></p> <table border="1"> <tr> <td>MONOPOLE (DICTION)</td> <td>67424-000</td> </tr> <tr> <td>MONOPOLE FOUNDATION(S)</td> <td>67424-73</td> </tr> <tr> <td>MONOPOLE FABRICATION</td> <td>67424-01</td> </tr> <tr> <td>BILL OF MATERIALS</td> <td>600-1</td> </tr> </table> <p><b>NOTE: FACTORY APPLIED PLANT</b></p>	MONOPOLE (DICTION)	67424-000	MONOPOLE FOUNDATION(S)	67424-73	MONOPOLE FABRICATION	67424-01	BILL OF MATERIALS	600-1																																		
	MONOPOLE (DICTION)			67424-000																																									
	MONOPOLE FOUNDATION(S)			67424-73																																									
MONOPOLE FABRICATION	67424-01																																												
BILL OF MATERIALS	600-1																																												
<p>ACCESS POINT 8'-0" FROM EDGE OF THE FIELD TO BOLT</p>																																													
<p>DET. HOLE BOLT FOR NAME PLATE SHARP WIRE PLATE ANCHOR BOLTS ANCHOR HOLE OPTIONAL FOUNDATION</p> <p><b>BASE INSTALLATION</b></p>	<p><b>IF NECESSARY TO USE BRIMS BETWEEN THE FLANGES IN ORDER TO PLUMB THE CANTERER, BRIMS SHALL BE PROVIDED WITH THE CANTERER.</b></p> <p><b>BOLT INSTALLATION DETAILS</b></p> <ol style="list-style-type: none"> <li>INSTALLATION OF BOLTS FOR TOWERS AND ANTENNAS SHALL BE INSTALLED WITH THE NUTS FACING TO THE OUTSIDE AND TO THE TOP OF THE TOWER, UNLESS INDICATED BY LACK OF CLEARANCE.</li> <li>MONITORING OF BOLTS: ALL HIGH-STRENGTH BOLTS SHALL BE TIGHTENED TO A SPECIFIC TORQUE, AS DEFINED BY AISC.</li> <li>NUT LOCKING DEVICE: ALL NUTS SHALL BE EQUIPPED WITH SOME TYPE OF NUT LOCKING DEVICE. SEE THE INDIVIDUAL DRAWINGS FOR THE TYPE OF NUT LOCKING DEVICE TO BE USED FOR EACH MONOPOLAR APPLICATION.</li> </ol> <p><b>FOR THE DESIGNER'S USE ONLY</b></p> <table border="1"> <tr> <td>DESIGNER'S NAME</td> <td>DATE</td> </tr> <tr> <td>DESIGNER'S TITLE</td> <td>DATE</td> </tr> <tr> <td>DESIGNER'S FIRM</td> <td>DATE</td> </tr> <tr> <td>DESIGNER'S ADDRESS</td> <td>DATE</td> </tr> <tr> <td>DESIGNER'S PHONE</td> <td>DATE</td> </tr> <tr> <td>DESIGNER'S FAX</td> <td>DATE</td> </tr> <tr> <td>DESIGNER'S E-MAIL</td> <td>DATE</td> </tr> <tr> <td>DESIGNER'S WEBSITE</td> <td>DATE</td> </tr> <tr> <td>DESIGNER'S SIGNATURE</td> <td>DATE</td> </tr> <tr> <td>DESIGNER'S SEAL</td> <td>DATE</td> </tr> </table> <p><b>Seabro Industries</b>    1000 N. 10th St.    Fort Smith, AR 72901</p> <p><b>SMITH TWO-WAY RADIO INC</b>    CAROL ANN CROSS PARK    170 FT. FLAGPOLE</p> <table border="1"> <tr> <td>PROJECT NO.</td> <td>67424</td> <td>ISSUE NO.</td> <td>1</td> </tr> <tr> <td>PROJECT NAME</td> <td>67424</td> <td>ISSUE DATE</td> <td>6/2/03</td> </tr> <tr> <td>PROJECT LOCATION</td> <td>67424</td> <td>ISSUE BY</td> <td>67424-MM</td> </tr> <tr> <td>PROJECT DESCRIPTION</td> <td>67424</td> <td>ISSUE FOR</td> <td>67424</td> </tr> <tr> <td>PROJECT STATUS</td> <td>67424</td> <td>ISSUE BY</td> <td>67424</td> </tr> <tr> <td>PROJECT COMMENTS</td> <td>67424</td> <td>ISSUE BY</td> <td>67424</td> </tr> </table>	DESIGNER'S NAME	DATE	DESIGNER'S TITLE	DATE	DESIGNER'S FIRM	DATE	DESIGNER'S ADDRESS	DATE	DESIGNER'S PHONE	DATE	DESIGNER'S FAX	DATE	DESIGNER'S E-MAIL	DATE	DESIGNER'S WEBSITE	DATE	DESIGNER'S SIGNATURE	DATE	DESIGNER'S SEAL	DATE	PROJECT NO.	67424	ISSUE NO.	1	PROJECT NAME	67424	ISSUE DATE	6/2/03	PROJECT LOCATION	67424	ISSUE BY	67424-MM	PROJECT DESCRIPTION	67424	ISSUE FOR	67424	PROJECT STATUS	67424	ISSUE BY	67424	PROJECT COMMENTS	67424	ISSUE BY	67424
DESIGNER'S NAME	DATE																																												
DESIGNER'S TITLE	DATE																																												
DESIGNER'S FIRM	DATE																																												
DESIGNER'S ADDRESS	DATE																																												
DESIGNER'S PHONE	DATE																																												
DESIGNER'S FAX	DATE																																												
DESIGNER'S E-MAIL	DATE																																												
DESIGNER'S WEBSITE	DATE																																												
DESIGNER'S SIGNATURE	DATE																																												
DESIGNER'S SEAL	DATE																																												
PROJECT NO.	67424	ISSUE NO.	1																																										
PROJECT NAME	67424	ISSUE DATE	6/2/03																																										
PROJECT LOCATION	67424	ISSUE BY	67424-MM																																										
PROJECT DESCRIPTION	67424	ISSUE FOR	67424																																										
PROJECT STATUS	67424	ISSUE BY	67424																																										
PROJECT COMMENTS	67424	ISSUE BY	67424																																										

1. Monthly ground lease fee.

\$1,500.00 Monthly Payment Ground Lease and 1<sup>st</sup> Carrier

2. Monthly per co-locator fee and number of co-locaters possible

\$300.00 Per Additional Carrier / Total # of CARRIER LOCATIONS POSSIBLE = 4



January 16, 2025

**RE: American Tower Site 204706 - Carol Ann Cross AR**

To Whom It May Concern::

As the lease administrator for your site, I am your point of contact for any cell tower contract or lease related issues and questions. I am also responsible for keeping you up to date on the various financial options available to you as an American Tower landlord. I would like to provide you with updated information and market values for this site, as well as some options to consider.

Every lease and tower site are evaluated individually based on a variety of factors. Our evaluation takes into consideration the physical tower, the tenants, and potential for future tenants as well as the long-term financial viability of the location. The ongoing mergers, acquisitions, and government regulations continue to reshape our industry and drive future business. Furthermore, the ever-changing world of wireless technology, and the business of cell tower ownership and management plays a significant role in the way you may have seen market values change over time. Taken together this information helps us determine the long-term needs of each site.

American Tower truly values you as our landlord and would like to continue our long-term relationship. The options below are intended help to evolve our relationship to better serve both of our needs.

Please take a moment to review the two options for a Perpetual Easement and Lease Extension below.

**Option 1: Lump Sum Perpetual Easement \$450,000.**

**Option 2: Lease Extension for an additional 35 years. \$13,000 signing bonus. Rent and escalation remain.**

I'll be reaching out to you to discuss these options, and to structure a plan best suited to meet your financial goals.

Respectfully,  
Debby Kinsella  
The Lyle Company Lease Consultant  
Authorized Vendor of American Towers LLC and its subsidiaries and affiliates  
303-726-9912 | Email [DKinsella@lyleco.com](mailto:DKinsella@lyleco.com)

***"This offer is valid for 30 days and is for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all parties"***





## MEMORANDUM



**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Ben Marts, Interim Director of Engineering  
**DATE:** August 28, 2025  
**SUBJECT:** 2024 Street Overlays/Reconstruction, Phase D  
 Project No. 24-03-D

### SUMMARY

This project consisted of asphalt street overlays/reconstruction for the streets shown on the attached exhibit. The total length of streets improved was approximately 1.7 miles. A summary sheet which provides project cost and contract time information is also attached.

The project was substantially complete on July 31, 2025. This date is 24 days beyond the contract completion date of July 7, 2025. A time extension for the 24 days is warranted as there were 35 days of adverse weather. The contract balance remaining is a result of the actual quantity of items installed being less than the estimated plan quantities.

This project was in alignment with the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-4.1 (Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems) and TI-4.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs).

Attached is a Resolution for Change Order No. 1 to increase the contract time. Also attached is a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the Resolution be accepted by the Board at the next regular meeting

### ATTACHMENTS

1. [24-03-D\\_Time\\_extension\\_change\\_order\\_resolution.pdf](#)
2. [24-03-D\\_Final\\_Attachment\\_and\\_Change\\_Order\\_1\\_for\\_time\\_form.pdf](#)

**FISCAL IMPACT:** *Time only - additional 24 days*



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 1 FOR A TIME  
EXTENSION FOR THE 2024 STREET OVERLAYS/RECONSTRUCTION, PHASE D  
PROJECT NO. 24-03-D**

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

Change Order No. 1 with Forsgren, Inc., for the 2024 Street Overlays/Reconstruction,  
Phase D, Project No. 24-03-D, which increases the contract time by 24 calendar days, is hereby  
approved.

This Resolution adopted this \_\_\_\_\_ day of September, 2025.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to Form

\_\_\_\_\_  
No Publication Required

# SUMMARY SHEET AND CHANGE ORDER #1

City of Fort Smith  
Project Status Complete  
Today's Date: 8/28/2025  
Staff contact name: Ben Marts  
Staff contact phone: 784-2225  
Contract time (no of days): 210  
Notice to proceed issued: 12/9/2024

Project name: 2024 Street Overlays/  
Reconstruction, Phase D  
Project number: 24-03-D  
Consultant Engineer: Garver, LLC  
Project contractor: Forsgren, Inc.

	Dollar Amount	Contract Completion Date
Original bid award	\$2,281,427.42	7/6/2025
Contract Revisions: Change Order #1 (Time extension of 24 days)	\$0.00	7/31/2025
<hr/>		
Adjusted contract amount	\$2,281,427.42	
Work Completed to Date	\$1,895,270.66	
Payments to date (as negative)	\$1,289,409.50	
Amount of this payment	\$605,861.16	
Contract balance remaining	\$386,156.76	
Retainage held	0%	
Final payment	\$605,861.16	
Amount under original contract as a percentage	16.9%	

## Final Comments:

The project was substantially complete on July 31, 2025, 24 days beyond the contract completion date of July 7, 2025. A time extension for the 24 days is warranted as there were 35 days of adverse weather. The contract balance remaining is a result of the actual quantity of items installed being less than the estimated plan quantities.

Change Order No. 1 Approved:

---

Mayor

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING COMPLETION OF AND  
AUTHORIZING FINAL PAYMENT FOR THE  
2024 STREET OVERLAYS/RECONSTRUCTION, PHASE D  
PROJECT NO. 24-03-D**

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 2024 Street  
Overlays/Reconstruction, Phase D, Project No. 24-03-D, as complete.

SECTION 2: Final payment is hereby authorized in the amount of \$605,861.17 to the  
contractor, Forsgren Inc. for the 2024 Street Overlays/Reconstruction, Phase D, Project No. 24-  
03-D.

This Resolution adopted this \_\_\_\_\_ day of September, 2025.

APPROVED:

\_\_\_\_\_  
Mayor

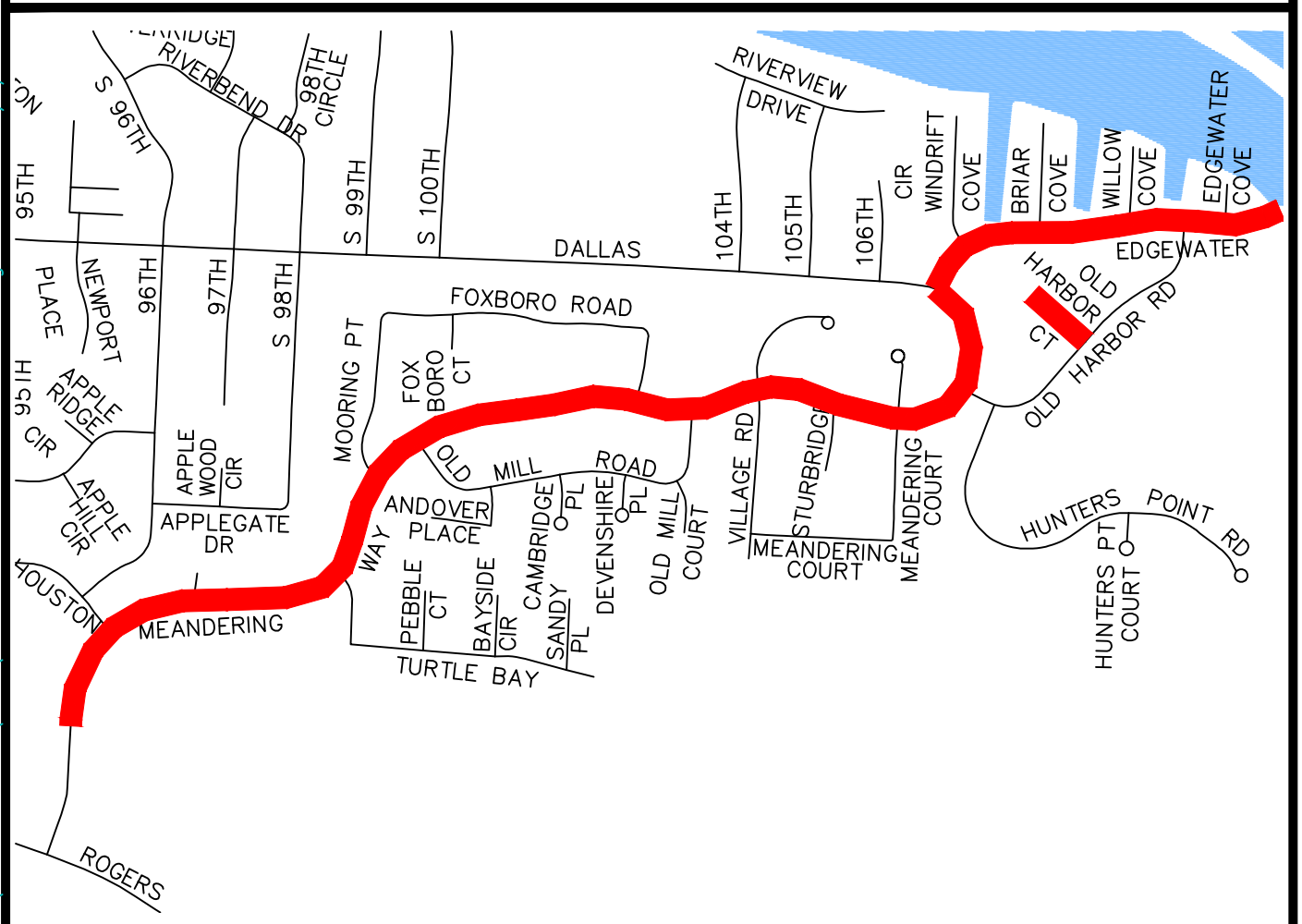
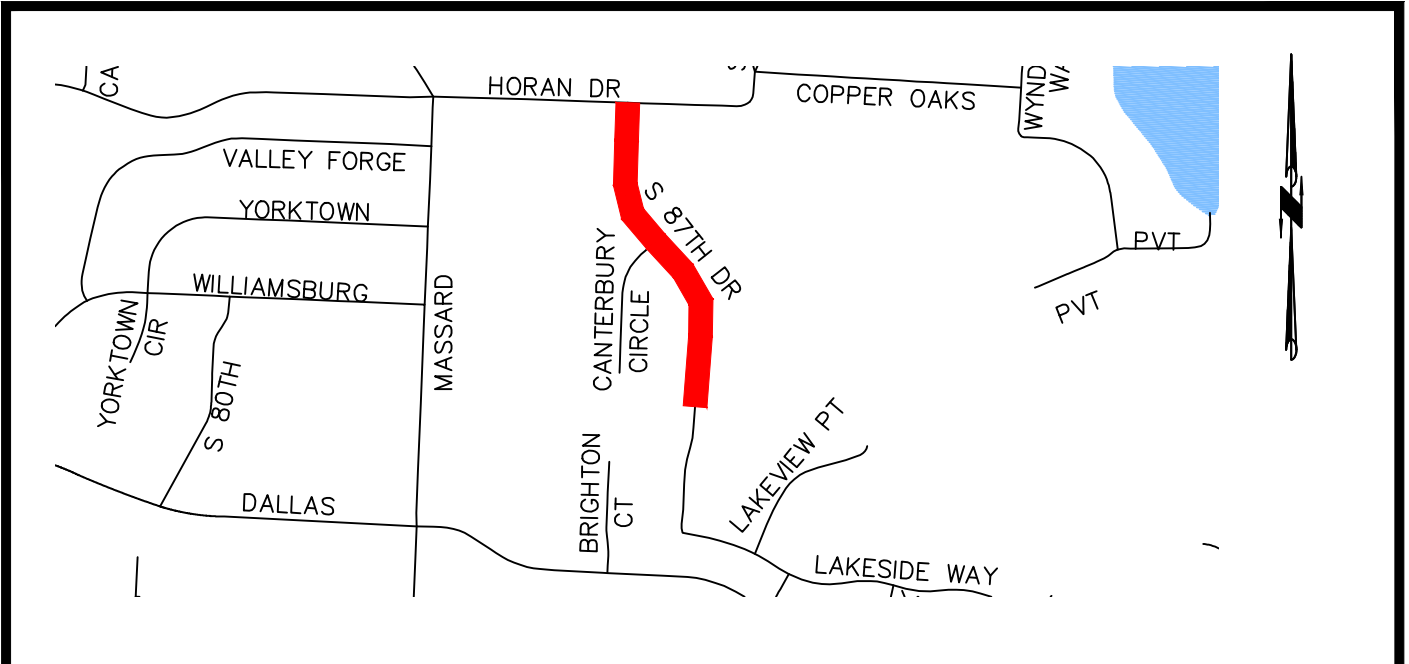
ATTEST:

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

Approved as to Form



\_\_\_\_\_  
No Publication Required



2024 CAPITAL IMPROVEMENTS PROGRAM  
STREET IMPROVEMENTS



Project: 24-03-D

Date: OCT.2023

Scale: NONE

Drawn By: RBR