Mayor – Sandy Sanders

City Administrator – Carl Geffken

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Keith Lau
Ward 2 – Andre' Good
Ward 3 – Mike Lorenz
Ward 4 – George Catsavis
At Large Position 5 – Tracy Pennartz
At Large Position 6 – Kevin Settle
At Large Position 7 – Don Hutchings

AGENDA

Fort Smith Board of Directors
REGULAR MEETING
May 17, 2016 ~ 6:00 p.m.
Fort Smith Public Schools Service Center
3205 Jenny Lind Road

THIS MEETING IS BEING TELECAST LIVE ON THE GOVERNMENT ACCESS CHANNEL 214 AND ONLINE AT http://www.ustream.tv/channel/city-of-fort-smith-board-of-directors-meetings

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING
(Section 2-37 of Ordinance No. 24-10)

APPROVE MINUTES OF THE MAY 3, 2016 REGULAR MEETING

ITEMS OF BUSINESS:

1. Presentations:

   a. Proclamation for Public Works Week *(May 15 – 21, 2016)*
   b. Recognize Lance McAvoy, Water System Manager of the Year
   c. Recognize Rhonda Fouts, WEF Laboratory Analyst Excellence Award & AWEA Laboratory Analyst of the Year
   d. Darby Legacy Project Update *~ Postponed at the May 3, 2016 regular meeting ~*

2. Resolution authorizing acceptance of a proposal from Burns & McDonnell for staff augmentation services for the Utility Department for an amount not to exceed $94,376.00; and authorizing the City Administrator to facilitate such arrangement *~ Discussed at the April 28, 2016 study session ~*

3. Ordinance amending the Fiscal Year 2016 Water & Sewer Operating Budget and appropriating funds to establish the Non-Capital Projects Program 5590 to provide Year 2016 Projects associated with consent decree compliance, and water system and sewer system assessment ●

4. Resolution authorizing the Mayor to execute an agreement and Authorization No. 1 with RJN Group, Inc. for engineering services for the 2015 Sanitary Sewer Assessment Remedial Measures, Phase A, Sub-Basin P007 *($501,597.00 / Utility Department / Budgeted – 2015 Revenue Bonds)* ♦ ●

5. Resolution authorizing the Mayor to execute an agreement and Authorization No. 2 with RJN Group, Inc. for engineering services for the 2015 Sanitary Sewer Assessment Remedial Measures, Phase A, Sub-Basin S008 *($281,560.00 / Utility Department / Budgeted – 2015 Revenue Bonds)* ♦ ●

6. Resolution authorizing the Mayor to execute an agreement and Authorization No. 1 with Morrison-Shipley Engineers, Inc. for engineering services for the 2015 Sanitary Sewer Assessment Remedial Measures, Phase C, Sub-Basin FL01 *($327,300.00 / Utility Department / Budgeted –2015 Revenue Bonds)* ♦ ●

7. Resolution authorizing the Mayor to execute an agreement and Authorization No. 2 with Morrison-Shipley Engineers, Inc. for engineering services for the 2015 Sanitary Sewer Assessment Remedial Measures, Phase C, Sub-Basin S009 *($308,300.00 / Utility Department / Budgeted –2015 Revenue Bonds)* ♦ ●

8. Consent Agenda

   A. Resolution grating a temporary revocable license for the placement of a storage tank in a public right-of-way and authorizing the Mayor to execute agreement *(Treasure Dairy, Inc. / 400 South "C" Street)*

   B. Resolution granting a temporary revocable license for the placement of a masonry wall in a waterline easement and public utility easement and authorizing the Mayor to execute agreement *(Travis A. and Tiffeny L. Beshears / 4800 Aspen Court)*

   C. Resolution authorizing engineering services agreement for the design of a project in the 2017 Sales Tax Program *($195,780.00 / Engineering Department – Sales Tax Program)* ♦

   D. Resolution authorizing partial payment to Forsgren, Inc. for the construction of Jenny Lind Road and Ingersoll Avenue Widening Project, AHTD Job 040471, City of Fort Smith Project No. 07-01-A *($778,075.15 / Engineering Department / Budgeted – Sales Tax Program)* ♦

E. Resolution authoring a time extension for the construction of water and sewer line improvements serving the Arkansas College of Osteopathic Medicine, Project No. 15-90-A, EDA Award No. 08-79-04996 *(16 days)* ♦

F. Resolution accepting completion of and authorizing final payment for the construction of water and sewer line improvements serving the Arkansas College of Osteopathic Medicine, Project No. 15-90-A, EDA Award No. 08-79-04996 *($14,964.87 / Engineering Department / Budgeted – Water/Sewer Funds Program)* ♦

G. Resolution authorizing the Mayor to execute an agreement with U.S. Bank for purchasing card services

H. Resolution authorizing execution of lease agreement with Webster University for space on the lower level of the convention center annex

I. Resolution authorizing an agreement between the City of Fort Smith, Arkansas and the Fort Chaffee Redevelopment Authority to jointly design, construct and fund the Trails at Chaffee Crossing ♦

J. Resolution authorizing the Mayor to execute an agreement for professional services with Mickle Wagner Coleman, Inc. for the design of Segment One and Two of the Trails at Chaffee Crossing *($79,090,00 / Parks Department / Budgeted – 1/8% Sales and Use Tax)* ♦

K. Resolution authorizing partial payment to S.J. Louis Construction of Texas, LTD for construction of the Lake Fort Smith Water Transmission Line – Phase I *($826,767.68 / Utility Department / Budgeted – 2012 & 2014 Sales and Use Tax Bonds)* ♦

L. Resolution approving payment authorized by Resolution No. R-25-16 for the purchase of real property interests for the Lake Fort Smith Water Supply Project *($40,283.61 / Utility Department / Budgeted – Water and Sewer Capital Improvement Fund)* ♦

M. Resolution approving payment authorized by Resolution No. R-25-16 for the purchase of real property interests for the Lake Fort Smith Water Supply Project *($154,969.27 / Utility Department / Budgeted – Water and Sewer Capital Improvement Fund)* ♦

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments: Airport Commission (2), Community Development Advisory Committee (2) & Fort Smith Municipal Employees Benevolent Fund Board of Advisors (3)

ADJOURN

Memo

To: Honorable Mayor & Members of the Board of Directors

From: Jeff Dingman, Deputy City Administrator

Date: 5/13/2016

Re: Public Works Week

The week of May 15 -May 21, 2016 is celebrated as National Public Works Week by the American Public Works Association (APWA). Mayor Sanders will be proclaiming this period as Public Works Week in Fort Smith.

This year's theme for the week is **Public Works: Always There**

This proclamation provides an opportunity to recognize the importance of street, water & sewer, sanitation, stormwater, parks, public transit, and capital project management to the everyday lives of our citizens and our community as a whole. The provision of these essential public services relies on the dedication of the 440 employees in Fort Smith's public works departments. In a very real sense, there would be no "community" without the quality of life that public works employees provide.

A public works employee appreciation picnic will be held on Wednesday, May 18th at the River Park events building from 11:00 a.m. to 1:00 p.m. The mayor and board of directors are invited to attend.

Please join Mr. Geffken and me in recognizing the 440 city employees who provide high-quality essential public services 365 days each year.

A PROCLAMATION FOR A SPECIAL WEEK

On the occasion of Public Works Week being observed in our City, State and Nation, this Proclamation is issued, ***FOR***

WHEREAS, *Public Works Week is being observed in our City, State and Nation the week of Sunday, May 15th through Saturday, May 21st, 2016;* ***AND***

WHEREAS, *public works services provided in Fort Smith, Arkansas are an integral part of citizens' everyday lives, making a stronger and more livable community and contributing to Fort Smith's quality of place;* ***AND***

WHEREAS, *the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, wastewater, streets, parks, sanitation, stormwater, transit, and engineering;* ***AND***

WHEREAS, *the health, safety, and comfort of Fort Smith greatly depends on these facilities and services;* ***AND***

WHEREAS, *the quality and effectiveness of these facilities as well as their planning, design and construction are vitally dependent upon the efforts and skills of Public Works employees at all levels;* ***AND***

WHEREAS, *the efficiency of the qualified and dedicated personnel who staff Public Works Departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,* ***SO***

NOW, THEREFORE, I, *Sandy Sanders, Mayor of the City of Fort Smith, Arkansas, do hereby proclaim the week of Sunday, May 15th through Saturday, May 21st, 2016 as*

PUBLIC WORKS WEEK

in Fort Smith, Arkansas. I call upon the citizens of this great community to recognize the importance of public works operations to the high quality of living in Fort Smith, Arkansas and thank each individual involved in the work of the Public Works Operations in the City of Fort Smith, Arkansas.

IN WITNESS WHEREOF, I *have hereunto set forth my hand and caused the Seal of the City of Fort Smith, Arkansas to be affixed this 18th day of May, 2016.*

Sandy Sanders, Mayor

2

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM BURNS & MCDONNELL FOR STAFF AUGMENTATION SERVICES FOR THE UTILITY DEPARTMENT FOR AN AMOUNT NOT TO EXCEED $94,376; AND AUTHORIZING THE CITY ADMINISTRATOR TO FACILITATE SUCH ARRANGEMENT

WHEREAS, the Director of Utilities position for the City of Fort Smith is currently vacant; and

WHEREAS, Burns & McDonnell, a Kansas City, Missouri based engineering services firm, has proposed an arrangement to supply Staff Augmentation Services, including an Interim Director of Utilities, while the city undertakes the recruitment and hiring of a Director of Utilities; and

WHEREAS, such proposed arrangement is for an initial 90-day service period for a total cost not to exceed $94,376.

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

Section 1. The proposal submitted by Burns & McDonnell to provide staff augmentation services for the Utility Department, attached hereto an incorporated herein, for an amount not to exceed $94,376 while the Director of Utilities position is vacant is hereby approved.

Section 2. The City Administrator is hereby authorized to facilitate such arrangement with Burns & McDonnell, including executing any documents, authorizing use of the owner-controlled contingency, and the processing of payments for services provided.

THIS RESOLUTION ADOPTED this 17th day of May, 2016.

APPROVED:

_____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney, No Publication Required

Memo

To: Carl Geffken, City Administrator

From: Jeff Dingman, Deputy City Administrator

Date: 5/13/2016

Re: Burns & McDonnell Staff Augmentation Services Proposal

For consideration by the Board of Directors at the May 17 regular meeting, please find attached a resolution authorizing the accepting of a proposal from Burns & McDonnell for Staff Augmentation Services for the Utility Department for an amount not to exceed $94,376.

The proposal itself is also attached in the form of a letter dated May 5, 2016 and two attachments (a letter dated April 22, 2016 defining scope and an Engineering Fee Summary dated May 4, 2016). This item was discussed with the Board at the April 26 study session, and this proposal was developed based on feedback from the Board at that study session. The proposal is based on an initial 90-day service period and a manpower effort of approximately 32 hours per week, plus direct expenses at cost.

As defined in the April 22 letter, the scope includes time for Mr. Bob Roddy of Burns & McDonnell to serve in an interim capacity as Director of Utilities while the city undertakes its recruitment process to hire a new Director. The proposal also includes a small amount of time for other members of Burns & McDonnell to provide support services as needed.

The base fee for these services during the initial 90-day period is proposed at $68,376, plus a not-to-exceed amount of $10,000 to reimburse direct lodging/travel expenses at cost. The proposal also includes a provision of a $16,000 owner-controlled contingency if the owner desires services beyond the initial project scope.

The attached resolution authorizes acceptance of the proposal, and authorizes the city administrator to facilitate the arrangement, including execution of any documents, authorizing the owner-controlled contingency, and the processing of payments for services provided.

Please contact me if there are questions regarding this agenda item.

May 5, 2016

Jeff Dingman
Deputy City Administrator
623 Garrison Avenue
Room 315
Fort Smith, Arkansas 72902

Re: Staff Augmentation Proposal

Dear Mr. Dingman:

Thank you for the opportunity to assist the City of Fort Smith by providing staff augmentation services for its water and wastewater utilities. Enclosed for your review and consideration is Burns & McDonnell's proposal to provide these services for a 90-day period. Our proposed services were originally outlined in our previous letter to you dated April 22, 2016 and are included in Attachment A. Bob Roddy will serve as our project manager based on his unique experience as the previous Public Works Director for the City of Kansas City, Kansas where he not only lead the wastewater utility, but developed and implemented the Utility's wet weather program and Consent Decree strategy. Bob will be supported by a small team of individuals with extensive experience in water and wastewater utility operations.

We have developed our fee proposal based on an initial 90-day service period and a manpower effort of approximately 32 hours/week, plus direct expenses at cost for lodging and transportation. Because of the unique nature of this assignment and the short-term duration, Burns & McDonnell has reduced our standard billing rates by 20% and eliminated hourly tech charges in support of the City during this time of need. In addition, we will not charge for our staff's travel time to complete this assignment. With these reduce rates, our total cost for these services is $68,376.00 plus an expense allowance of $10,000.00 to be charged for direct expenses only. As defined in our previous scope, the cost for this assignment includes time for Bob Roddy to serve in an Interim Public Works Director role as well as a small amount of time for other team members to focus on specific areas of need as determined by the Administration and Board. Our team will provide cell phone numbers for after-hours contact because we know that the utility operation is a 24-hour business.

We would recommend that the contract maximum upper limit be set at $94,376 to include $16,000 as an owner-controlled contingency which is approximately 20% of the total contract amount. This owner-controlled contingency would not be used without prior City authorization if additional services are desired beyond the services currently proposed. A copy of the fee summary sheet can be found in Attachment B.

We truly value Fort Smith as a long-time client and we recognize the need confronting the utility during this transition time. We will provide the appropriate assistance during this period and take the opportunity to give an independent review of utility operations. Please contact the undersigned

9400 Ward Parkway \ Kansas City, MO 64114
O 816-333-9400 \ F 816-333-3690 \ burnsmcd.com

at (816)822-3082 or rcoker@burnsmcd.com if you have any immediate questions or would like to discuss our proposed services.

Sincerely,

Ron Coker, PE
Senior Vice President
Burns & McDonnell

April 22, 2016

Jeff Dingman
Deputy City Administrator
623 Garrison Avenue
Room 315
Fort Smith, Arkansas 72902

Re: Staff Augmentation Proposal

Dear Mr. Dingman:

We understand that Fort Smith is in the process of transitioning long-time leadership of the Water & Wastewater Utility while at the same time, beginning implementation of a new and significant Consent Decree with the U.S. EPA. We also understand and recognize the importance of having adequate time to identify and recruit candidates with appropriate experience and leadership capabilities to effectively lead the organization during this critical time in its' history. Because of the City's needs and because of the City's long relationship with Burns & McDonnell, we would like to offer our assistance to the Board and Administration by providing temporary staff augmentation while Fort Smith searches to identify the next generation Utility leadership.

Over the past few years, our staff has grown to include several former utility directors and administrators. Because of these individual's knowledge and experience in managing and supporting operating utilities, we would like to offer temporary support and staff augmentation to the Utility during its search for a new Director and Engineering Manager. In addition to supporting the Utility with ongoing operations, we believe that additional value could be provided during this assignment by taking advantage of these individual's capabilities to review critical components of the utility and provide the Board and Administration deeper insights into staff capabilities, long-term planning needs, and critical utility operational elements.

We have defined areas below where we believe Burns & McDonnell could provide support the Utility. However, we would request that the Board and Administration guide the development of this initiative to best serve the Utility and provide the most ancillary benefit to the community.

Staff Augmentation Services

Provide direction to staff members on policy procedures, operational requirements, and emergency response.

Burns & McDonnell could provide a full or part-time Interim Utility Director during the leadership transition, providing guidance and leadership with regard to operating procedures and operational needs of the Utility. Although the organization is mature and has operated successfully for many years, events are dynamic, especially as the organization goes through its Consent Decree implementation. Tasks could include daily operations support and guidance, policy and strategy reviews requested by the Board and Administration; review and support of implementation and operational activities as it relates to the Consent Decree and other capital projects/programs;

9400 Ward Parkway \ Kansas City, MO 64114
O 816-333-9400 \ F 816-333-3690 \ burnsmcd.com

review and support of operations necessary to provide adequate customer service and comply with environmental mandates; and confirmation of emergency response procedures to ensure timely response with corrective measures if needed.

Burns & McDonnell would be available to support Board Meetings and Work Sessions and would report on completed activities during the reporting period and proposed activities for the next reporting period. The purpose of this reporting is to share utility activities as well as inform, educate and receive direction from the Board and Administration. Burns & McDonnell would also be available to conduct the City's review of Consent Decree deliverables, such as the Utility's Overflow Response Plan, due 12 months after lodging of the agreement.

Support management and coordination of consultant services.
The Utility is in the midst of rapid capital investment and Consent Decree implementation. As a result there will be multiple consultants providing services to the Utility. It is essential that staff manage the direction and completion of these contracts, and, more importantly, maximize the benefits of these projects while minimizing the cost to the community. For new contracts, Burns & McDonnell could support staff in the management and selection of engineering consultants and construction contractors through the City's prescribed procurement policies. For existing contracts, Burns & McDonnell could support staff in providing guidance and direction throughout project completion. Burns & McDonnell could attend monthly project meetings and, as part of Burns & McDonnell's report to the Board and Administration, provide an executive level summary defining capital program activities for each reporting period.

Support staff assignments and activities.
Burns & McDonnell could support daily operation of the Utility by managing or supporting senior Utility staff on operational activities. This could include conducting weekly staff meetings with the supervisory staff and notification of the Board and Administration regarding operational issues that have major utility impact. Additional value could be provided to the Utility through guidance, mentoring, evaluation of staff capabilities and development needs, and conducting training activities.

Coordinate with various Federal and State agencies as required.
The utility has a number of coordination and communications requirements required by State and Federal agencies. Some of the communications are regular and routine while others are occasional or as dictated by an event. Burns & McDonnell could support the Utility by preparing reporting schedules, monitoring reporting activities, providing review and guidance on reporting documents, meeting with regulatory officials, and by supporting the Utility when emergency notifications are required to be sent to the State regarding utility issues.

Maintain contact with the public regarding customer service matters.
It is essential that a utility develop and maintain good relations with its customers. Often as rates increase to support Consent Decree implementation, the Utility's communications need to both improve and increase in frequency to meet increased customer expectations. Burns & McDonnell could provide support in managing customer issues as well as developing proactive communications strategies to build customer confidence and awareness. Reporting will document the status, number and nature of complaints, as well as proposed solutions; documentation and recommendations to improve the customer service process; and proposed communications strategies to improve customer satisfaction.

Represent the Utility before the Board of Directors.
The Board sets policy and overall direction of the Utility. As a result, Utility staff must be prepared to provide information, answer questions, make presentations, and attend meetings to give recommendations to the Board on operational issues, performance and future Utility needs. Burns & McDonnell could support this process by developing a planning schedule and list of issues to be brought to the Board for consideration. This schedule will provide for better understanding of utility needs and adequate time for the Board to adjust policy accordingly. Burns & McDonnell could be available to attend Board meetings and work sessions and support the Utility to address Board questions and responses related to contractual and ordinance related items.

Provide additional supervisory support as needed.
As noted above, utilities function through lines of authority. The four deputy director positions in Fort Smith would be responsible for the day to day operations of the utility with an Interim Director providing oversight and guidance of utility operations. In support of this role, Burns & McDonnell could conduct weekly meetings with staff to become aware of issues and support appropriate action to provide service to the community. Our staff would be there to support, mentor and guide the deputy directors as needed or directed by the Board and Administration. We would also be available to assist the Administration in recruiting a permanent director and could help facilitate the integration of the permanent director into the Utility to expedite the transition process.

Available Staff to Support this Effort

With over 5,500 consulting professionals, Burns & McDonnell has the individual expertise to complete most utility services. For an augmentation of your staff, we believe the following individuals all have capabilities that could be utilized for this assignment. Depending on the level of effort needed, Burns & McDonnell would work with Fort Smith to match appropriate personnel. Summary levels of experience are included for your review.

Bob Roddy, PE
As a former public works director, Bob has more than 39 years of experience in public water and wastewater utilities, administration management, and public works program management. For the Unified Government of Wyandotte County/Kansas City, Kansas, Bob served as Director of Public

Works and was responsible for water pollution control, solid waste service, stormwater management, streets, and bridges. As Assistant County Administrator, he completed a four-year negotiation of a Partial Consent Decree with U.S. EPA regarding clean water compliance issues. He was also responsible for a variety of operational departments, including public works and water pollution control, economic development, planning and zoning, code enforcement, and parks and recreation. During his time as Assistant County Administrator, he assisted in a major development program that included more than $800M in public/private investment which has transformed the community.

Hill Baughman
Hill Baughman has more than 40 years of experience in water and wastewater facility operations and management, maintenance programs, start-up and commissioning, program and project management, and management of privatized and contract-operated treatment facilities. His experience includes serving as Operations Manager for the DeKalb County, Georgia Water Pollution Control Division where he led operations, maintenance, and management for two wastewater treatment plans and 15 major pump stations.

Scott Parker
With more than 15 years of public sector experience, Scott Parker has helped municipalities become more efficient and effective at asset management, knowledge management, green infrastructure program development, purchasing, and financial and data analyses. As a former utility director, Scott brings first-hand experience and knowledge in navigating public sector challenges and regulatory processes. As Strategic Manager and Assistant Director of Public Works for the City of Olathe, Kansas, Scott built an asset management program from the ground-up that incorporated data from multiple sources. For the City of Lenexa, Kansas, Scott was responsible for coordinating sustainability efforts and developed a City-wide asset management program that included green infrastructure and stormwater program operations.

Terry Cole
Terry Cole has more than 28 years of experience in developing and implementing strategic communications for utilities and public agencies focused on water and wastewater. Her experience includes spending 10 years as communications director for a water and wastewater agency in a rapidly growing suburb of metropolitan Atlanta. She offers a full range of communication skills including strategic communication planning, policy and rate changes/implementation, media relations, community engagement, web content analysis and development, social media, team-building facilitation, crisis communication, speech writing, customer service and field staff training, citizen advisory group facilitation, construction contractor liaison, community meeting, and communication process assessments.

Costs and Schedule

Burns & McDonnell could begin staff augmentation services immediately. The level of augmentation and associated cost for those services can range from part-time support of a single individual to full-time support by a team of individuals. Since we consider this a short-term assignment in support of a long-time client in need, Burns & McDonnell will discount rates for the services provided for the first 90-days of this assignment to reduce the cost burden to the Utility.

We hope these services can provide some benefit to the City of Fort Smith during your search for a permanent director. We are available to meet with the Board and Administration at your earliest convenience to discuss staff augmentation needs and costs. While we have completed similar types of engagements, we are offering this staff augmentation not as a Burns & McDonnell service, but in support of a long-time customer in need of support. Thank you for your consideration and good luck in your recruitment process. Please contact the undersigned at 816-447-2022 with questions or comments.

Sincerely,

Ron Coker, PE
Senior Vice President
Burns & McDonnell

City of Fort Smith, AR
Engineering Fee Summary
Staff Augmentation Services - Interim Utility Director
90-Day Service Period

5/4/16

Task #	Description	Interim Public Works Director Bob Roddy	Utility Administration Support Scott Parker	Utility Operations Support Hill Baughman	Customer Service and Strategic Communications Support Terry Cole	Total Hours	Total Labor Billings	Direct Expense Allowance Travel	Total Fee
1	Support Management & Coordination of Consultant Services	80	0	8	0	88	$16,016	$10,000	$26,016
2	Support Staff Assignments & Operational Activities	80	20	20	0	120	$21,560	$0	$21,560
3	Coordinate with Federal & State Agencies	20	2	2	0	24	$4,340	$0	$4,340
4	Support Managing Customer Service Matters	8	0	0	16	24	$4,256	$0	$4,256
5	Present Utility Needs to Board of Directors	32	8	8	4	52	$9,324	$0	$9,324
6	Provide Supervisory Support for Utility Operations	40	16	16	0	72	$12,880	$0	$12,880
Subtotal		260	46	54	20	380	$68,376	$10,000	$78,376
Owner Controlled Contingency									$16,000
Total									$94,376

3

ORDINANCE NO. _____

ORDINANCE AMENDING THE FISCAL YEAR 2016 WATER & SEWER OPERATING BUDGET AND APPROPRIATING FUNDS TO ESTABLISH THE NON-CAPITAL PROJECTS PROGRAM 5590 TO PROVIDE YEAR 2016 PROJECTS ASSOCIATED WITH CONSENT DECREE COMPLIANCE, AND WATER SYSTEM AND SEWER SYSTEM ASSESSMENT

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

WHEREAS, the City of Fort Smith has entered into a Consent Decree that requires evaluation of all sewer pump stations and force mains be completed to determine the suitability, overall performance and condition of each sewer pump station and force main, and to identify remedial measures required at each sewer pump station and force main to achieve the objectives of the Consent Decree including the goal of eliminating all sanitary sewer overflows; and,

WHEREAS, the Consent Decree requires that certain Capacity, Management, Operations and Maintenance (CMOM) programs and plans be developed and implemented to assure the proper operation and maintenance of the wastewater collection and transmission systems; and,

WHEREAS, the Consent Decree requires that the hydraulic model of the wastewater collection and transmission systems be updated, calibrated and verified using accepted engineering procedures to accurately represent the wastewater collection and transmission systems model and used to identify capacity constraints in the wastewater collection and transmission systems that must be eliminated to achieve the objectives of the Consent Decree; and,

WHEREAS, the Consent Decree requires that a remedial action plan for effluent limit exceedances at each wastewater treatment plant be developed to identify appropriate remedial measures to correct the root causes of these exceedances; and,

WHEREAS, the Consent Decree sets specific time periods for the City to prepare and implement the CMOM functions and establishes stipulated penalties for failure to meet said time periods; and,

WHEREAS, Utility Department Staff has reviewed the Water and Sewer Operations Efficiency Study prepared by HDR Engineering in 2013, the Water Distribution System Audit prepared by JBS Associates in 2003, and technological advances in water distribution system leak detection and metering systems and recommends updating an audit of the water distribution system losses and metering accuracy and efficiency:

NOW THEREFORE,

SECTION 1: The Fiscal Year 2016 Water & Sewer Operating Budget is hereby amended to establish the attached Non-Capital Projects Program 5590 operations budget.

SECTION 2: There is hereby appropriated the sum of $3,203,810.00 from the unobligated balance of the Water and Sewer Fund to Program 5590.

PASSED AND APPROVED this _____ day of May 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
No Publication Required

Memo

To: Carl Geffken, City Administrator

From: Jennifer Walker, Finance Director

CC: (file)

Date: 5/12/2016

Re: Water & Sewer Operating Fund Budget Amendment 2016

The attached ordinance sets up a new program #5590 Non-Capital Projects for the Water & Sewer operating fund. The projects included in this program have been incorporated into all of the planning at the Water & Sewer Operations department since the beginning of the Consent Decree implementation and some of the projects have already received Board approval for the specific contracts.

Finance determined that these projects had been included on the same project schedules for Capital Spending, which are not generally included in the budget's operating supplement pages. We understand the inclusion of these projects on the project schedules for planning purposes, but since these are non-capital projects that will be funded out of the Water & Sewer operating fund, they need a budget appropriation from the unobligated balance of the operating fund. As such, we are recommending these expenses be included in the Budget Supplement. Finance recommends creating a new Water & Sewer operating program in the budget supplement for the tracking of Non Capital projects. This will ensure that the funds are appropriated each year for these projects out of operating balances.

3

Attach 1

OPERATION SERVICES
WATER AND SEWER

NON-CAPITAL PROJECTS

PROGRAM 5590

OPERATING WATER PROJECTS	Actual FY14	Budget FY15	Estimated FY15	Budget FY16	% Total Budget
250 Water Audit	0	0	0	150,000	4.68%
251 AMR & Adv Metering Infrastructure Evaluation	0	0	0	60,000	1.87%
OPERATING SEWER PROJECTS					
260 Sewer Program management	0	0	0	1,120,269	34.97%
261 Sewer Pump Station/Force Main Evaluation	0	0	0	835,200	26.07%
262 Sewer CMOM Development and Implementation F	0	0	0	525,150	16.39%
263 Sewer Engineering Services Hydraulic Model Upd	0	0	0	270,591	8.45%
264 Sewer P St and Massard WWTP Effluent Blending	0	0	0	158,600	4.95%
265 Sewer Program management office	0	0	0	84,000	2.62%
UTILITY ADMINISTRATION TOTAL	0	0	0	3,203,810	100%

Funding Allocation:
100% Water and Sewer Operating Fund

RESOLUTION NO._____ 4

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND AUTHORIZATION NUMBER ONE WITH RJN GROUP, INC., FOR ENGINEERING SERVICES FOR THE 2015 SANITARY SEWER ASSESSMENT REMEDIAL MEASURES, PHASE A, SUB-BASIN P007

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

SECTION: An Agreement and Authorization Number One with RJN Group, Inc., for engineering design services for the 2015 Sanitary Sewer Assessment Remedial Measures, Phase A, Sub-Basin P007, Project Number 16-10-ED1, is hereby approved.

SECTION: The Mayor is hereby authorized to execute the Agreement and Authorization Number One in the amount of $501,597.00, for performance of said services.

This Resolution adopted this _____ day of May 2016.

APPROVED:

_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

RESOLUTION NO._____ 5

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND AUTHORIZATION NUMBER TWO WITH RJN GROUP, INC., FOR ENGINEERING SERVICES FOR THE 2015 SANITARY SEWER ASSESSMENT REMEDIAL MEASURES, PHASE A, SUB-BASIN S008

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

SECTION: An Authorization Number Two with RJN Group, Inc., for engineering design services for the 2015 Sanitary Sewer Assessment Remedial Measures, Phase A, Sub-Basin S008, Project Number 16-10-ED2, is hereby approved.

SECTION: The Mayor is hereby authorized to execute the Authorization Number Two in the amount of $281,560.00, for performance of said services.

This Resolution adopted this _____ day of May 2016.

APPROVED:

_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Carl Geffkin, City Administrator **DATE:** May 10 2016

FROM: Jimmie Johnson, Deputy Director of Systems JBJ

SUBJECT: 2015 SSA Remedial Measures, Phase A (Sub-Basins P007 & S008)
Project Numbers 16-10-ED1 and 16-10-ED2

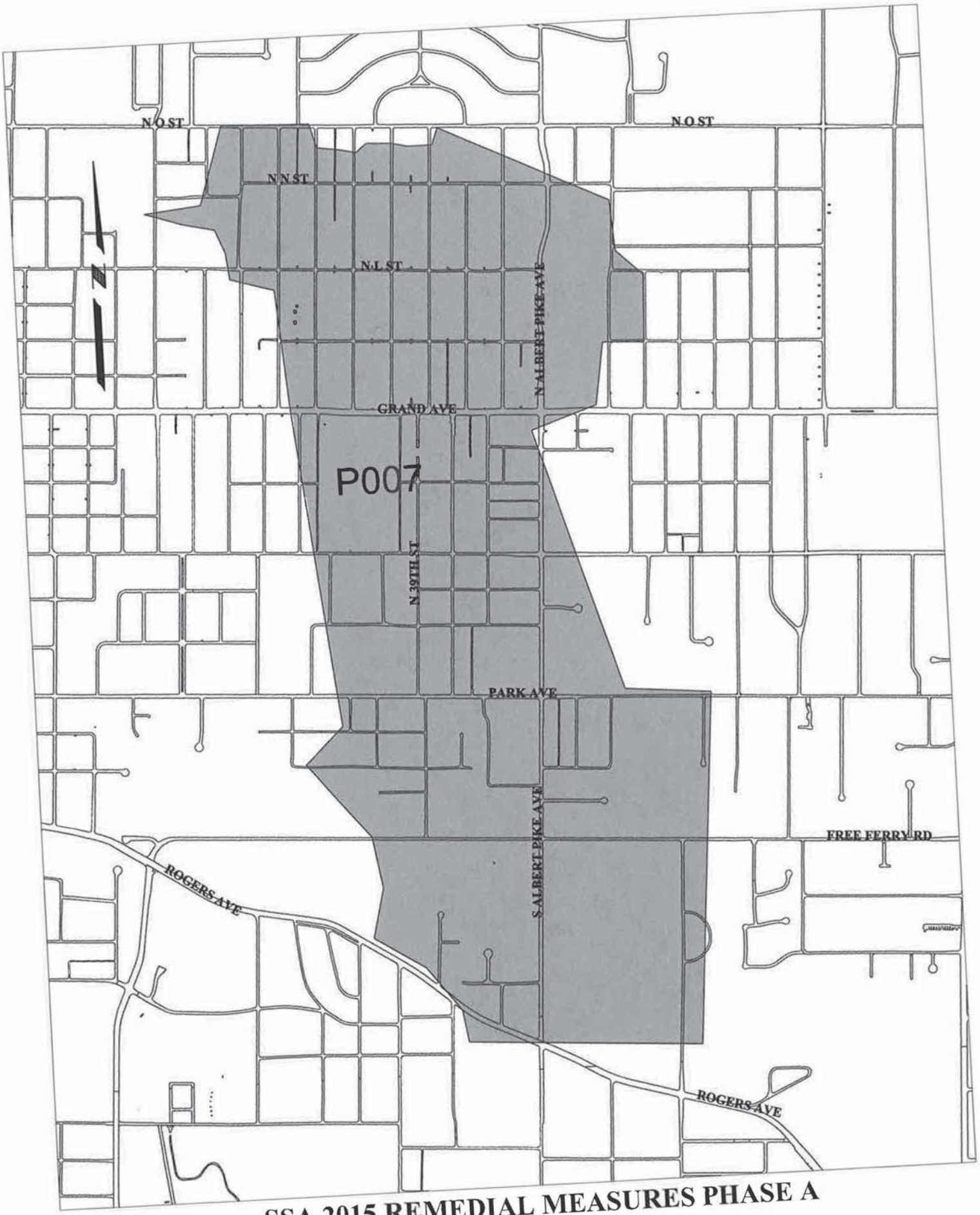
The terms of the Consent Decree requires the City conduct sanitary sewer system condition assessments to identify sewer mains and appurtenances requiring repair and rehabilitation. RJN Group, Inc. submitted the 2015 Sanitary Sewer Assessment in December 2015 and their Remedial Measures Plan in January 2016 identifying repairs in Sub-Basins S004, P007, FL01, S003, S008 and S009. The identified repairs are required to be accomplished no later than December 31, 2019.

Attached are two Resolutions authorizing the Mayor to execute an Agreement and Authorization Number One to the Agreement for engineering services with RJN Group, Inc., for Project Number 16-10-ED1to design the needed repairs identified for Sub-Basin P007 (32,216 LF) for $501,597.00, and Authorization Number Two to the Agreement for engineering services with RJN Group, Inc., for Project Number 16-10-ED2 to design the needed repairs identified for Sub-Basin S008 (19,969 LF) for $286,560.00. The total proposed cost is $788,157.00.

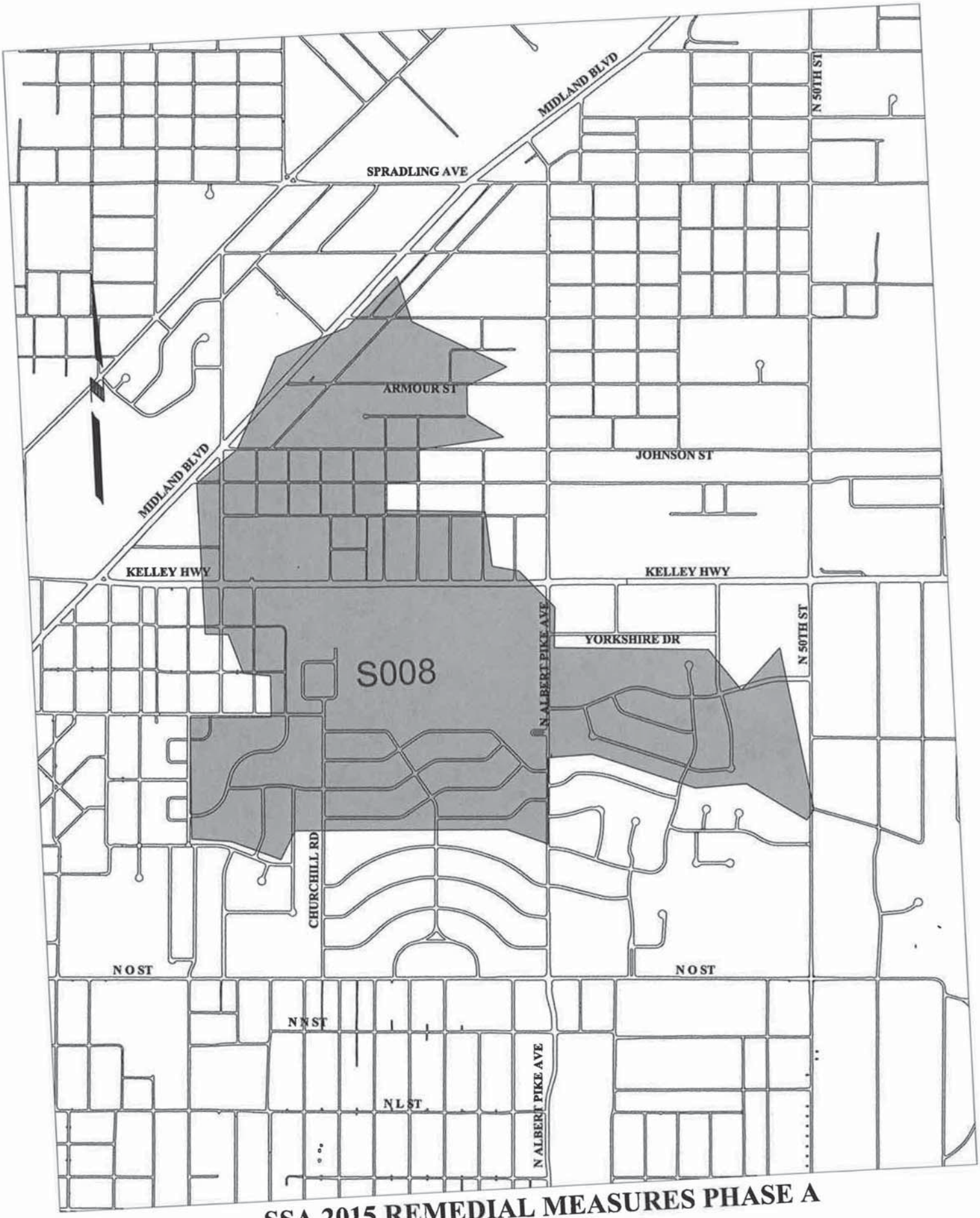
Funding is available from the 2015 Revenue Bonds for the design of the 2015 SSA projects. Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

pc: Jeff Dingman



SSA 2015 REMEDIAL MEASURES PHASE A
(SUB-BASIN P007)
PROJECT NO. 16-10-ED1



SSA 2015 REMEDIAL MEASURES PHASE A
(SUB-BASIN P008)
PROJECT NO. 16-10-ED2

RESOLUTION NO._____ 6

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND AUTHORIZATION NUMBER ONE WITH MORRISON-SHIPLEY ENGINEERS, INC., FOR ENGINEERING SERVICES FOR THE 2015 SANITARY SEWER ASSESSMENT REMEDIAL MEASURES, PHASE C, SUB-BASIN FL01

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

SECTION: An Agreement and Authorization Number One with Morrison-Shipley Engineers, Inc., for engineering design services for the 2015 Sanitary Sewer Assessment Remedial Measures, Phase C, Sub-Basin FL01, Project Number 16-12-ED1, is hereby approved.

SECTION: The Mayor is hereby authorized to execute the Agreement and Authorization Number One in the amount of $327,300.00, for performance of said services.

This Resolution adopted this _____ day of May 2016.

APPROVED:

_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

RESOLUTION NO._____ 7

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND AUTHORIZATION NUMBER TWO WITH MORRISON-SHIPLEY ENGINEERS, INC., FOR ENGINEERING SERVICES FOR THE 2015 SANITARY SEWER ASSESSMENT REMEDIAL MEASURES, PHASE C, SUB-BASIN S009

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

SECTION: An Authorization Number Two with Morrison-Shipley Engineers, Inc., for engineering design services for the 2015 Sanitary Sewer Assessment Remedial Measures, Phase C, Sub-Basin S009, Project Number 16-12-ED2, is hereby approved.

SECTION: The Mayor is hereby authorized to execute the Authorization Number Two in the amount of $308,300.00, for performance of said services.

This Resolution adopted this _____ day of May 2016.

APPROVED:

_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Carl Geffkin, City Administrator **DATE:** May 10 2016

FROM: Jimmie Johnson, Deputy Director of Systems JBJ

SUBJECT: 2015 SSA Remedial Measures, Phase C (Sub-Basins FL01 & S009)
Project Numbers 16-12-ED1 & 16-12-ED2

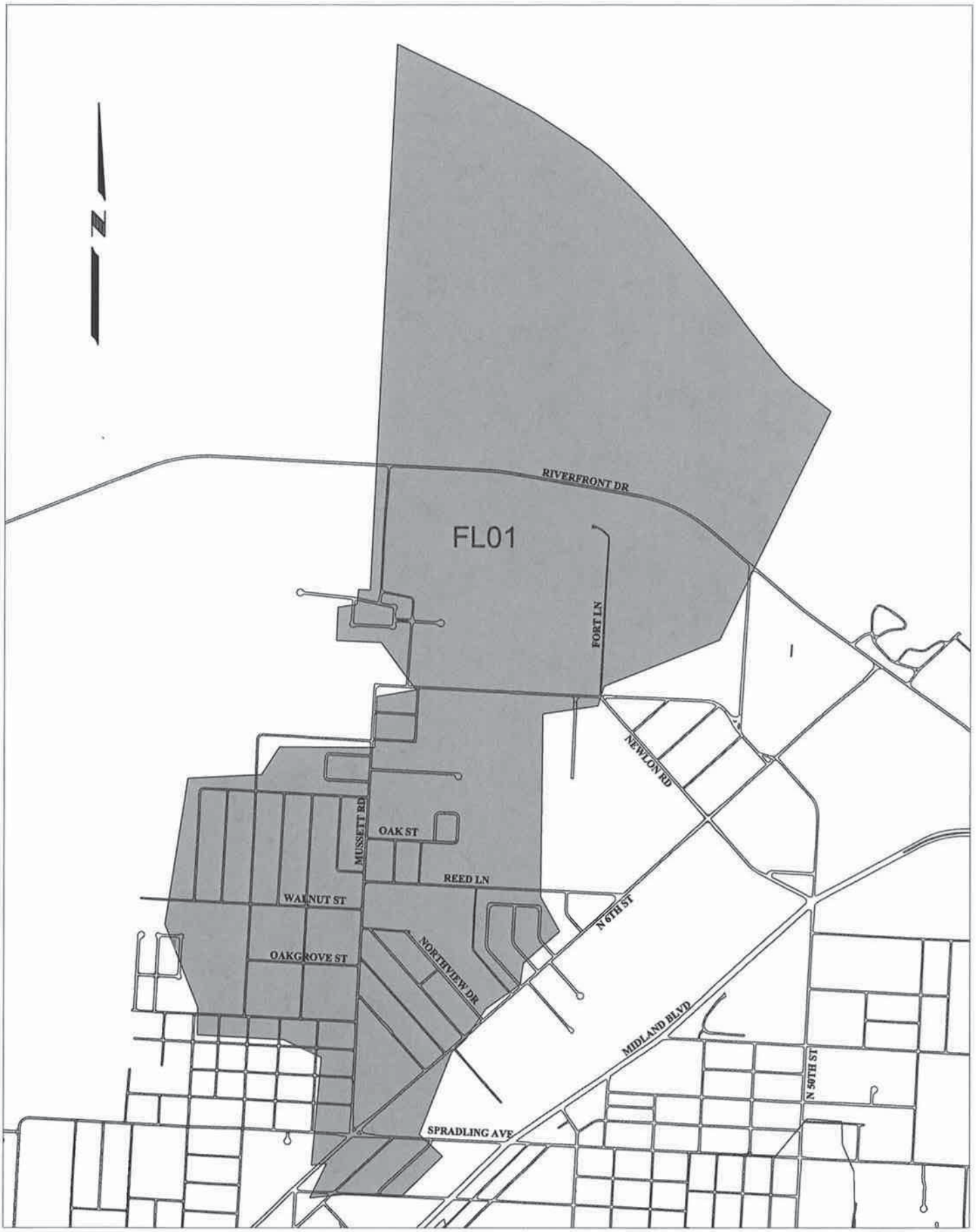
The terms of the Consent Decree requires the City to conduct sanitary sewer system condition assessments to identify sewer mains and appurtenances requiring repair and rehabilitation. RJN Group, Inc. submitted the 2015 Sanitary Sewer Assessment in December 2015 and their Remedial Measures Plan in January 2016 identifying repairs in Sub-Basins S004, P007, FL01, S003, S008 and S009. The identified repairs are required to be accomplished no later than December 31, 2019.

Attached are two Resolutions authorizing the Mayor to execute an Agreement and Authorization Number One to the Agreement for engineering services with Morrison-Shipley Engineering, Inc., for Project Number 16-12-ED1to design the needed repairs identified for Sub-Basin FL01 (23,823LF) for $327,300.00, and Authorization Number Two to the Agreement for engineering services with Morrison-Shipley Engineering, Inc., for Project Number 16-12-ED2 to design the needed repairs identified for Sub-Basin S009 (23,973 LF) for $308,300.00. The total proposed cost is $635,600.00.

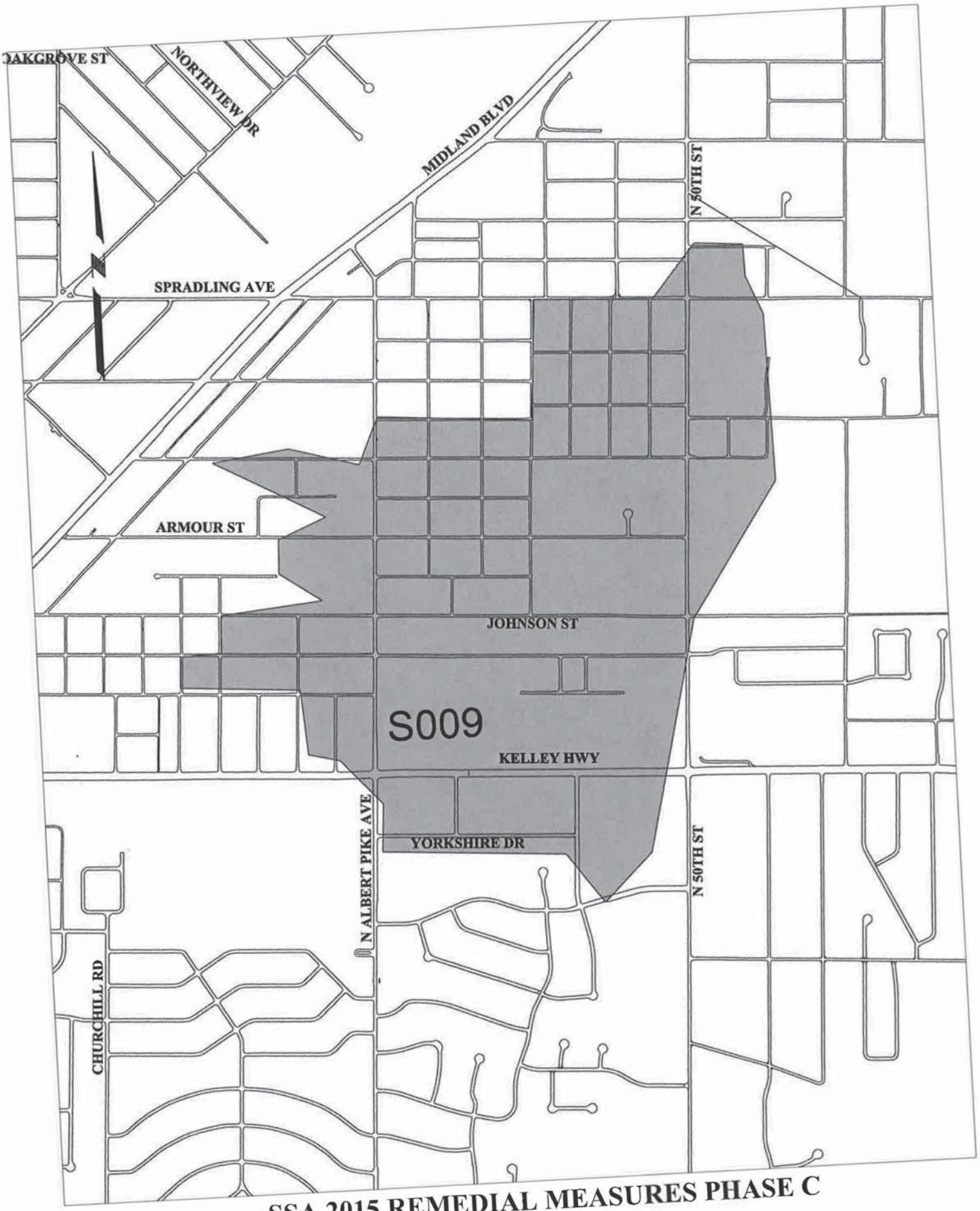
Funding is available from the 2015 Revenue Bonds for the design of the 2015 SSA projects. Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

pc: Jeff Dingman



SSA 2015 REMEDIAL MEASURES PHASE C
(SUB-BASIN FL01)
PROJECT NO. 16-12-ED1



SSA 2015 REMEDIAL MEASURES PHASE C
(SUB-BASIN S009)
PROJECT NO. 16-12-ED2

8A.

RESOLUTION NO. _____

A RESOLUTION GRANTING A TEMPORARY REVOCABLE LICENSE FOR THE PLACEMENT OF A STORAGE TANK IN A PUBLIC RIGHT-OF-WAY AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT

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

SECTION 1: A Temporary Revocable License is hereby granted to Treasure Dairies, Inc., its successors or assigns for the placement and maintenance of the storage tank within a public right-of-way as shown on Exhibit "A" and within following described property:

> Commencing at the northwest corner of said Lot 1; Thence along the north line of said Lot 1, S86°51'26"E, 86.41 feet to the Point of Beginning; Thence leaving said north line, N02°22'06"E, 5.52 feet; Thence S87°51'17"E, 12.00 feet; Thence S02°22'26"W, 5.73 feet; Thence N86°51'26"W, 12.00 feet to the Point of Beginning. Containing 67.48 square feet, more or less.

SECTION 2: The Mayor is authorized to execute the agreement for the above-captioned Temporary Revocable License.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____ 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
No Publication Required

Memo

To: Carl Geffken, City Administrator

From: Wally Bailey, Director of Development Services

Date: May 12, 2016

Subject: Temporary Revocable License for the placement of a storage tank in the right-of-way at 400 South C Street

Nick Griffin with Mickle-Wagner-Coleman, agent, for Treasure Dairies, Inc., a/k/a Hiland Dairy has requested a Temporary Revocable License to allow the placement of a 20,000 gallon storage tank in the public right-of-way of South C Street. A vicinity map showing the property is enclosed. The proposed tank will be 53' feet in height and 8'-8" in diameter. The new tank will be utilized for milk storage. The attached Exhibit A also shows the proposed tank location.

The request was reviewed by all franchise utilities and appropriate city departments. There were no objections to the request. The property is also located within the warehouse district of the Central Business Improvement District. Therefore, the CBID reviewed the request at their regular meeting on May 10th and voted to recommend approval of the Temporary Revocable License. Enclosed is the Temporary Revocable License agreement signed by the Cuong Phan, the plant manager for Treasure Dairies, Inc. (Exhibit B).

Attached for the Board's consideration is a Resolution granting the Temporary Revocable License and authorizing Mayor Sanders to sign the agreement.

If you have any questions regarding this matter, please contact me.

Enc.

CITY OF FORT SMITH, ARKANSAS
REQUEST FOR TEMPORARY REVOCABLE LICENSE

APPLICATION:

Indicate one contact person for application: _____ Applicant X Representative

Applicant (owner)

Name: Cuong Phan, Treasure Dairies, Inc.

Address: 415 South 10th Street
Fort Smith, AR 72901

Telephone Number: 479-782-2833

E-Mail: _____

Representative (engineer, attorney, realtor, etc)

Name: Nick Griffin, Mickle Wagner Coleman

Address: 3434 Country Club Avenue
Fort Smith, AR 72903

Telephone Number: 479-649-8484

E-Mail: ngriffin@mwc-engr.com

Site Address/Location: 400 South C Street, Fort Smith, AR 72901

Legal Description of area for which Temporary Revocable License is requested: attach separate sheet if necessary): See attached legal description.

Reason for Request: To construct new storage tank inside of right-of-way.

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

Name: (printed) Nick Griffin

Signature: _____ Date: 4-15-16

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

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

VICINITY MAP

400 SOUTH C STREET – TREASURE DAIRIES, INC..

April 29, 2016

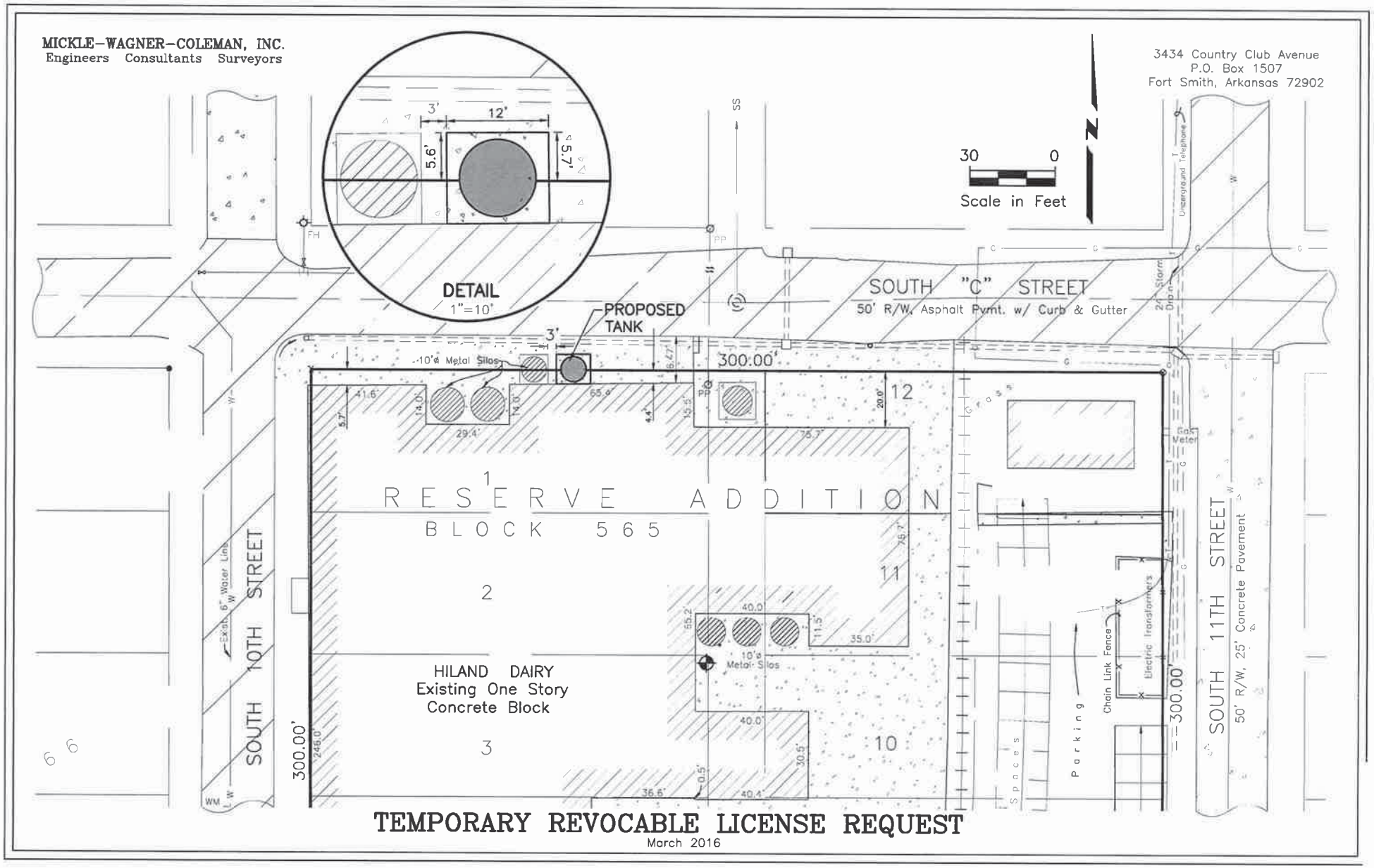
: : Fort Smith City Limts

1:1,424

0 95 190 380 ft

0 25 50 100 m

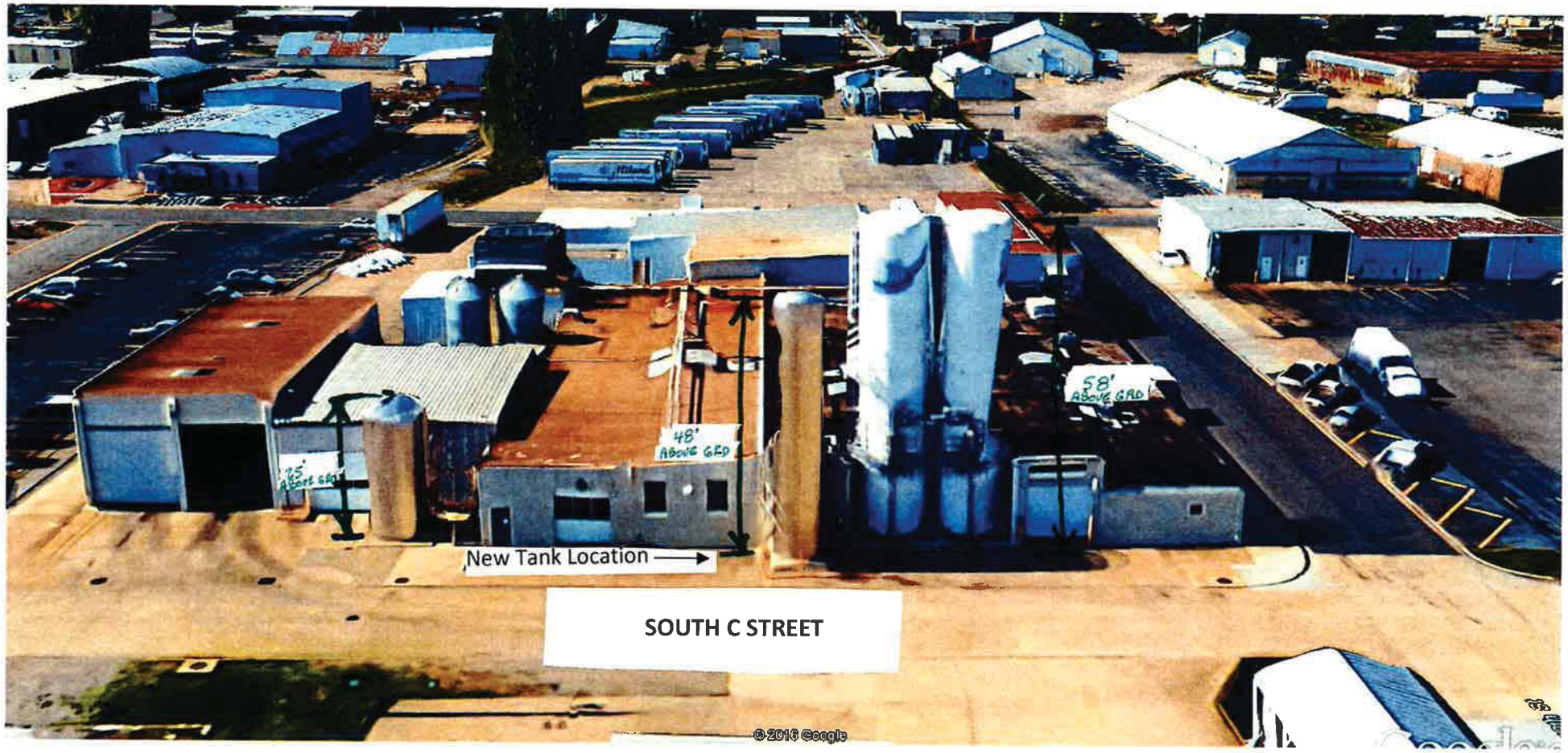
City of Fort Smith GIS
Copyright 2013, City of Fort Smith



TEMPORARY REVOCABLE LICENSE REQUEST

March 2016

EXHIBIT A



SOUTHERLY VIEW

EXHIBIT B

TEMPORARY REVOCABLE LICENSE AGREEMENT

SECTION 1: On _____ the Board of Directors of the City of Fort Smith, Arkansas, a municipal corporation, hereinafter referred to as "City" passed Resolution No. _____ granting a temporary revocable license to Treasure Dairies, Inc., its successors or assigns, which, subject to the terms and conditions expressed in this Agreement, temporarily allows the placement and maintenance of a 20,000 gallon storage tank, 53 feet in height and 8'8" feet in diameter as shown on Exhibit "A" within the South C Street public right-of-way and the following described property:

Part of the right-of-way of South "C" Street, lying adjacent to the north line of Lot 1, Block 565, Reserve Addition, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the northwest corner of said Lot 1; Thence along the north line of said Lot 1, S86°51'26"E, 86.41 feet to the Point of Beginning; Thence leaving said north line, N02°22'06"E, 5.52 feet; Thence S87°51'17"E, 12.00 feet; Thence S02°22'26"W, 5.73 feet; Thence N86°51'26"W, 12.00 feet to the Point of Beginning. Containing 67.48 square feet, more or less.

Section 2: It is agreed that the City shall have no responsibility for the maintenance of the storage tank. If the storage tank is damaged in any manner, same shall be removed by the licensee, or any successor or assignee, at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) in a manner meeting the approval of the City Administrator. Additionally, at the sole discretion of the City Administrator, upon thirty (30) days notice from the City Administrator, the licensee or any successor or assignee shall remove the storage tank area from the public right-of-way at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) and in a manner meeting the approval of the City Administrator. The licensee, its successor or assignees, shall hold the

City harmless from and indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the placement and maintenance of said improvements. Should any City department require access to the public right-of-way, said City department shall have no duty to give prior notice to the licensee in emergency situations. For routine or scheduled maintenance, reasonable notice shall be given if the work may affect any improvement by the licensee. Under any circumstance, the City shall have no responsibility to protect or replace any improvements of the licensee that are across and within the public right-of-way.

SECTION 3: The terms of this temporary license are deemed accepted by the licensee by the licensee's signature below and by any successor or assignee of the licensee by the acquisition of or reliance on the rights to the temporary license granted by the City.

In witness whereof, this document is executed this ____ day of _____, 2016.

CITY OF FORT SMITH, ARKANSAS

BY: _____

Sandy Sanders, Mayor of Fort Smith

Attest:

_____

City Clerk

BY: _____

Cuong Phan, Treasure Dairies, Inc.

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared, Sandy Sanders, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public

My Commission Expires:

_____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 9 day of May, 2016, before me, a Notary Public within and for the aforesaid county and state, duly commissioned and acting, appeared, Cuong Phan, to me personally well known as, or proven to be, the person whose name appears upon the within and foregoing document and stated that he is the plant manager of Treasure Dairies, Inc. and is duly authorized to execute the foregoing conveyance for and on its behalf and he respectively acknowledged to me that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office as such Notary Public at the County and State aforesaid on this 9 day of May 2016

Debbie McIlvain

Notary Public

My Commission Expires:

3-7-2022

DEBBIE MCILVAIN
NOTARY PUBLIC
ARKANSAS
CRAWFORD COUNTY
12386597 EXPIRES 3-7-2022

8B.

RESOLUTION NO. _____

A RESOLUTION GRANTING A TEMPORARY REVOCABLE LICENSE FOR THE PLACEMENT OF A MASONRY WALL IN A WATERLINE EASEMENT AND PUBLIC UTILITY EASEMENT
AND
AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT

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

SECTION 1: A Temporary Revocable License is hereby granted to Travis A. Beshears and Tiffeny L. Beshears, their successors or assigns for the placement and maintenance of a masonry wall within a waterline easement and public utility easement as shown on Exhibit "A" and within following described property:

The east 60' of the North 27.5' of Lot 9 Free Ferry Hollow, an addition to the City of Fort Smith, Sebastian County, Arkansas filed or record on November 5, 2002.

SECTION 2: The Mayor is authorized to execute the agreement for the above-captioned Temporary Revocable License.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____ 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
No Publication Required

Memo

To: Carl Geffken, City Administrator

From: Wally Bailey, Director of Development Services

Date: May 12, 2016

Subject: Temporary Revocable License for the placement of a masonry wall within water line and utility easements at 4800 Aspen Court

Travis Beshears has requested a Temporary Revocable License for the continued placement of a masonry wall within a 15' water line and 5' utility easement at 4800 Aspen Court. A vicinity map is enclosed showing the property location. The wall is approximately 60 feet in length and ranges in height from 9' to 4'- 7". Attached is a site plan (Exhibit A) showing the location of the wall as well as photographs of the wall. The streets within the Free Ferry Hollow subdivision are private streets. Mr. Beshears inadvertently built the wall within the easements.

The request was reviewed by all franchise utilities and appropriate city departments. There were no objections to the request. Enclosed is the Temporary Revocable License agreement signed by Mr. and Mrs. Besheaers agreeing to the terms of the license. (Exhibit B).

Attached for the Board's consideration is a Resolution granting the Temporary Revocable License and authorizing Mayor Sanders to sign the agreement.

If you have any questions regarding this matter, please contact me.

Enc.

CITY OF FORT SMITH, ARKANSAS
REQUEST FOR TEMPORARY REVOCABLE LICENSE

APPLICATION:

Indicate one contact person for application: X Applicant _____ Representative

Applicant (owner)

Name: Travis Beshears

Address: PO Box 6299
Fort Smith, AR 72906

Telephone Number: 479-651-2286

E-Mail: travis@beshearsconstruction.com

Representative (engineer, attorney, realtor, etc)

Name: _____

Address: _____

Telephone Number: _____

E-Mail: _____

Site Address/Location: 4800 Aspen Court

Legal Description of area for which Temporary Revocable License is requested: attach separate sheet if necessary): East 60' of the North 27.5' of Lot 9, Free Ferry Hollow

Reason for Request: Landscape wall built in utility right of way

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

Name: (printed) Travis Beshears

Signature: _____ Date: 4/22/16

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

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

VICINITY MAP

FREE FERRY HOLLOW LOT 9

May 11, 2016

1:1,424

: : Fort Smith City Limts

Subdivisions

0 90 180 360 ft

0 25 50 100 m

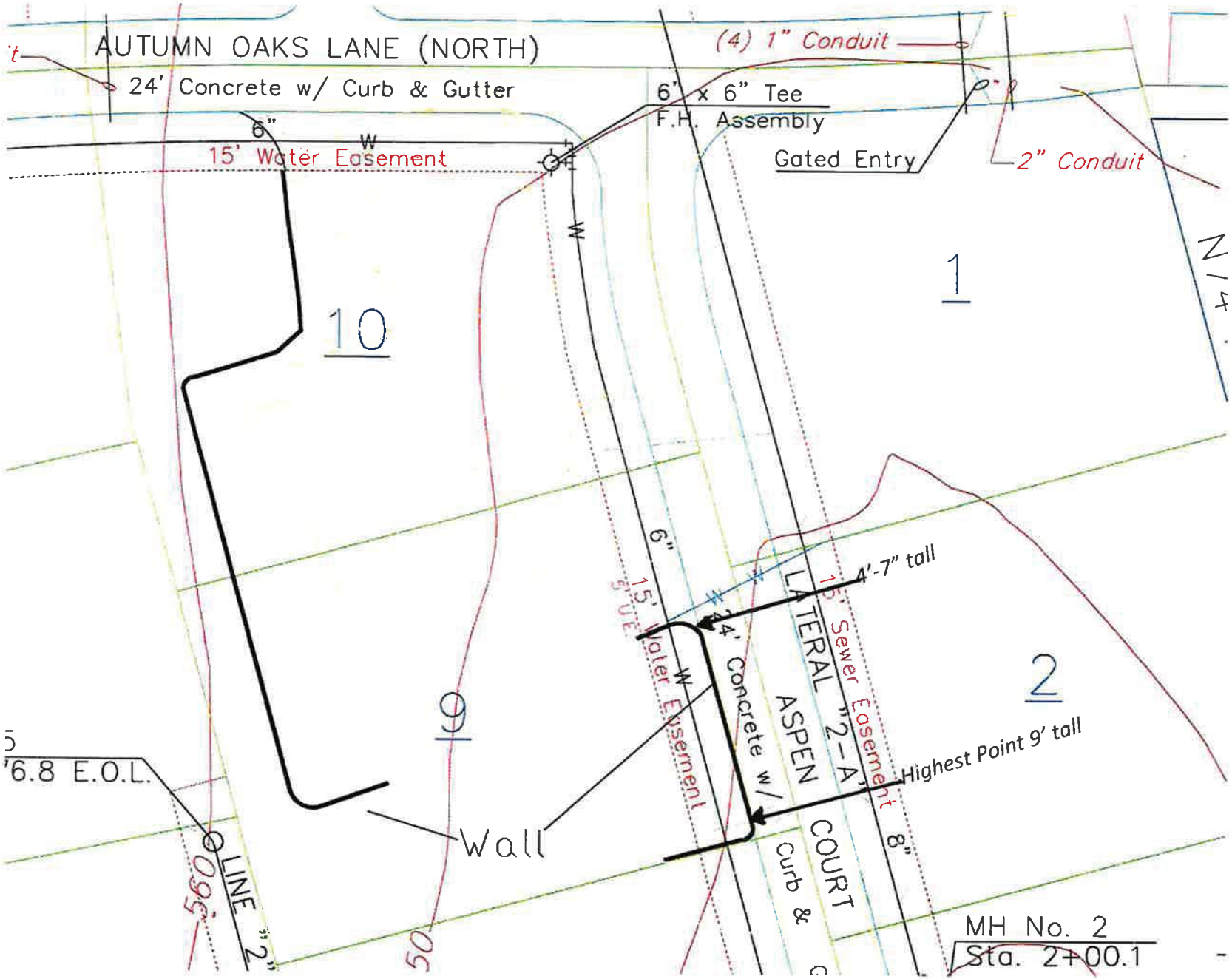
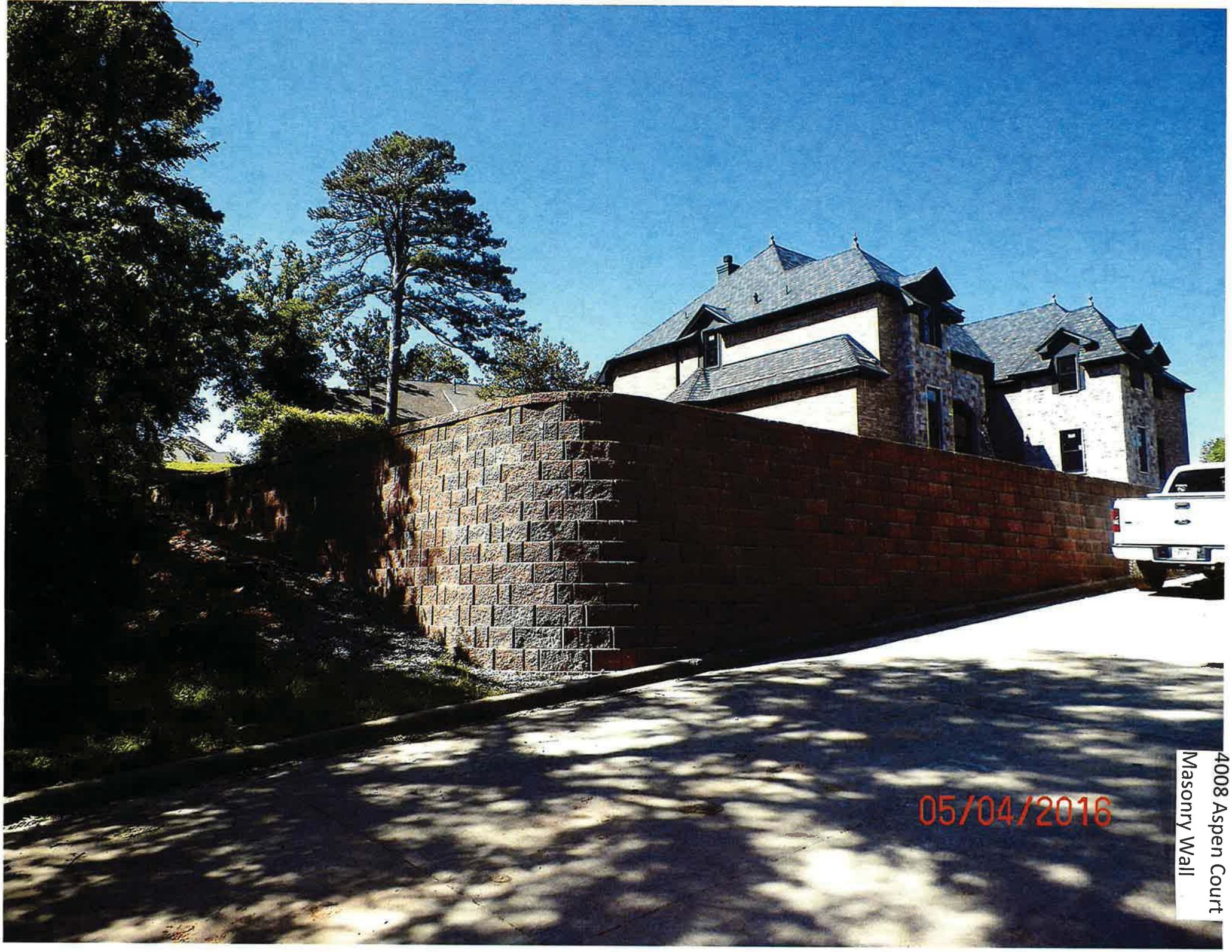

AUTUMN OAKS LANE (NORTH)
24' Concrete w/ Curb & Gutter
(4) 1" Conduit
6" x 6" Tee
F.H. Assembly
Gated Entry
2" Conduit
6"
W
15' Water Easement
10
1
N/4
6"
15' Water Easement
5' U.E.
4'-7" tall
4' Concrete w/
LATERAL "2-A"
ASPEN COURT
15' Sewer Easement
8"
Highest Point 9' tall
2
9
Wall
6.8 E.O.L.
LINE "2"
Curb &
MH No. 2
Sta. 2+00.1

EXHIBIT A



4008 Aspen Court
Masonry Wall

4008 Aspen Court
Masonry Wall

EXHIBIT B

TEMPORARY REVOCABLE LICENSE AGREEMENT

SECTION 1: On _____, the Board of Directors of the City of Fort Smith, Arkansas, a municipal corporation, hereinafter referred to as "City" passed Resolution No. _____ granting a temporary revocable license to Travis A. Beshears and Tiffeny L. Beshears, their successors or assigns, hereinafter referred to as "Licensee" which, subject to the terms and conditions expressed in this Agreement, temporarily allows the placement and maintenance of a masonry wall lying within a 15' waterline easement and a 5' utility easement, and adjacent to the following described property:

> The east 60' of the North 27.5' of Lot 9, Free Ferry Hollow, an addition to the City of Fort Smith, (filed of record November 5, 2002), Sebastian County, Arkansas, as shown on Exhibit "A" attached hereto and hereby made a part of this instrument.

Section 2: It is agreed that the City shall have no responsibility for the maintenance of the masonry wall. If the masonry wall is damaged in any manner, same shall be removed by the licensee, or any successor or assignee, at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) in a manner meeting the approval of the City Administrator. Additionally, at the sole discretion of the City Administrator, upon thirty (30) days notice from the City Administrator, the licensee or any successor or assignee shall remove the masonry wall from the waterline and utility easements at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) and in a manner meeting the approval of the City Administrator. The licensee, its successor or assignees, shall hold the City harmless from and indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the placement and maintenance of said

improvements. Should any City department require access to the waterline and/or utility easements, said City department shall have no duty to give prior notice to the licensee in emergency situations. For routine or scheduled maintenance, thirty (30) days notice shall be given if the work may affect any improvement by the licensee. Under any circumstance, the City shall have no responsibility to protect or replace any improvements of the licensee that are across and within the waterline and utility easements. The Licensee, their successors or assigns, shall provide the City no less than (30) days notice of all routine and scheduled maintenance of, or improvements to, said masonry wall if the given work has impact within the City's easement area.

SECTION 3: The terms of this temporary license are deemed accepted by the licensee by the licensee's signature below and by any successor or assignee of the licensee by the acquisition of or reliance on the rights to the temporary license granted by the City.

In witness whereof, this document is executed this ____ day of _____, 2016.

CITY OF FORT SMITH, ARKANSAS

BY: _____

Sandy Sanders, Mayor of Fort Smith

Attest:

_____

City Clerk

BY: _____

Travis A. Beshears

_____

Tiffeny L. Beshears

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared, Sandy Sanders, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public

My Commission Expires:

_____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 6th day of May, 2016, before me, the undersigned notary public, personally appeared, Travis A. Beshears and Tiffeny L. Beshears, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

9-22-2019

KIMBERLY A. WHITE
My Commission Expires 09/22/2019
NOTARY PUBLIC
Commission No. 12372617
SEBASTIAN CO., AR.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ENGINEERING SERVICES AGREEMENT FOR THE DESIGN OF A PROJECT IN THE 2017 SALES TAX PROGRAM

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

SECTION 1: The Mayor is authorized to execute an engineering services agreement for the design of the following project in the 2017 Sales Tax Program utilizing the one cent sales tax proceeds.

Project No.	Description	Engineering Firm	Maximum Fee
17-06-A	Neighborhood Drainage, Phase A	Philip J. Leraris, P.E., L.S. Fort Smith, AR	$195,780.00

SECTION 2: Payment for engineering services authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

This Resolution adopted this _____ day of May, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____
☐ No Publication Required

Memorandum

TO: Carl Geffken, City Administrator

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

DATE: May 11, 2016

SUBJECT: 2017 Sales Tax Program
Neighborhood Drainage, Phase A, Project 17-06-A
Design Engineering Services Agreement

The Street and Drainage Capital Improvement Plan (CIP) Advisory Committee was provided information from the Fort Smith Public School District at the March 10th meeting concerning flooding that occurred at two of their facilities in the 2015 spring floods. The flooding occurred at the Ramsey Junior High School and the Fort Smith School Service Center. There was severe flooding around the drop off areas and parking lot at Ramsey Junior High and several administration offices were flooded at the School Service Center. A project map and pictures of the flooding and building damage are attached.

The committee asked staff to proceed with the accelerated design of drainage improvements at this location as part of the upcoming 2017 Street and Drainage CIP. The professional services qualifications on file with the City Clerk's office were reviewed and Philip J. Leraris, P.E., L.S of Fort Smith was selected to design the proposed improvements.

The proposed improvements will consist of large channel improvements along the perimeter of the school property and extension of a closed storm drainage system across the school property as shown on the project map. The preliminary cost for the project is approximately $3.0 million and the engineering services fee is $195,780.00.

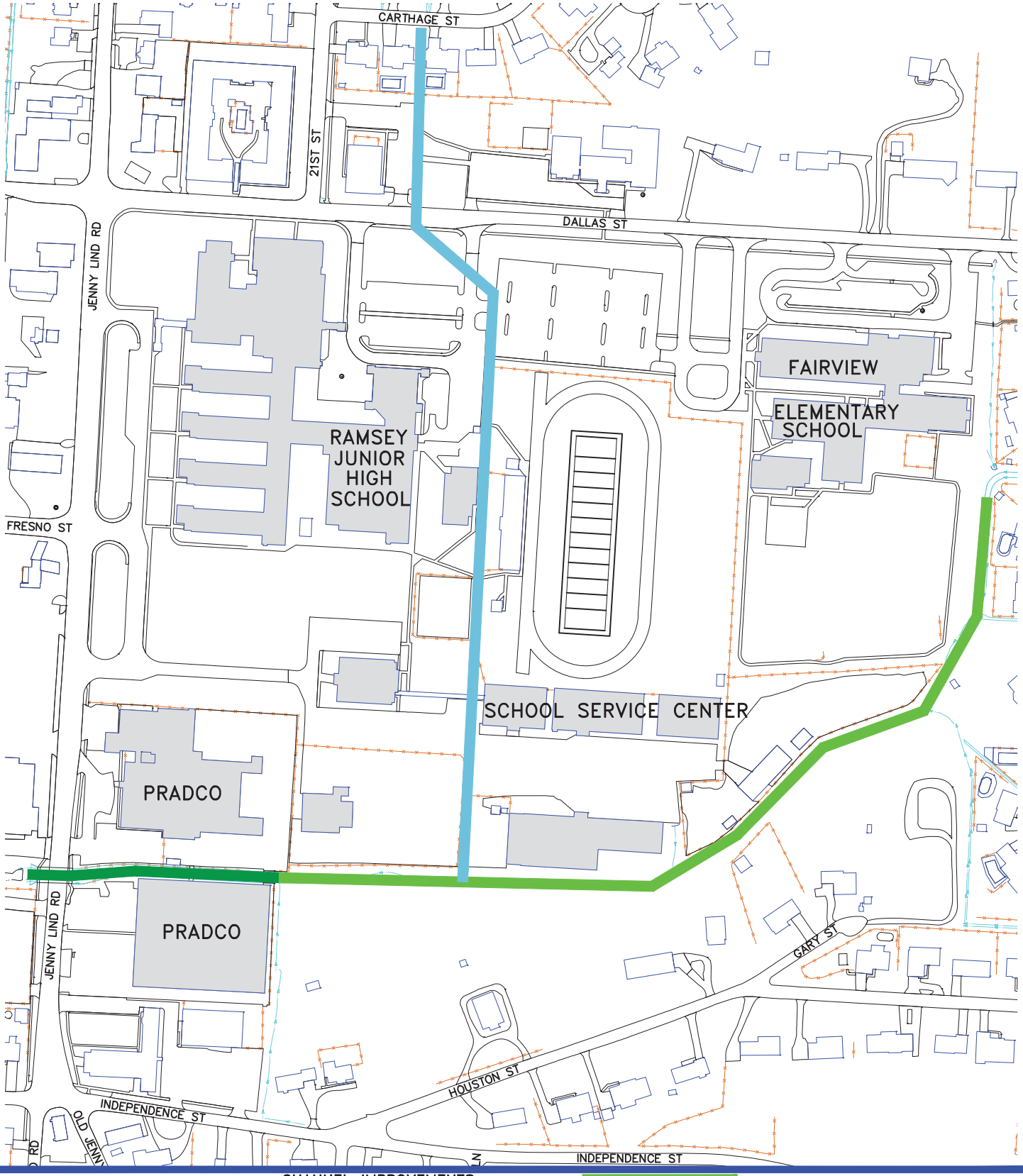
The estimated project cost and engineering services fee was presented to the Street and Drainage CIP Advisory Committee at the May 5th meeting for their concurrence with proceeding with the project. The committee was unanimous in recommending approval to accelerate the design of these drainage improvements as part of the 2017 Street and Drainage CIP. The committee asked that the school be contacted about possible cost sharing with these drainage improvements and communication with the school is ongoing.

This project is also 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-5.1 (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), TI-5.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs) and NCR-2.6 (Reduce stormwater runoff and flooding).

The attached Resolution authorizes the Mayor to execute the engineering services agreement for this project. The cost for the engineering services is set at a maximum not to exceed fee as noted on the resolution. I recommend that the Resolution be adopted by the Board at the next regular meeting.

Attachments



LEGEND:
- CHANNEL IMPROVEMENTS
- STORM DRAIN SYSTEM IMPROVEMENTS
- 2016 DRAINAGE IMPROVEMENTS

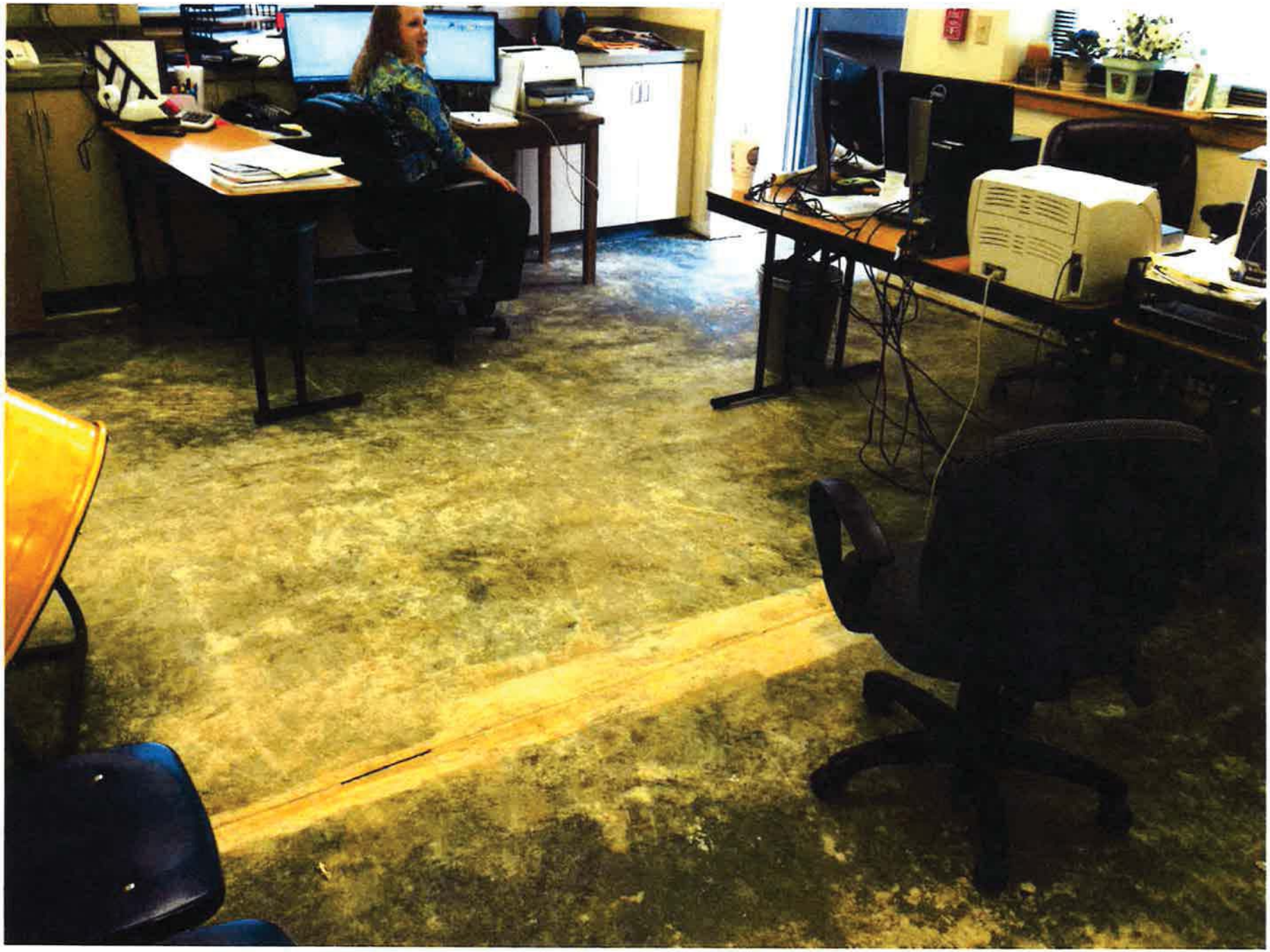
CAPITAL IMPROVEMENTS PROGRAM

DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	17-06-A
Date:	MAY 2016
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2016\ 17-06-A DRAINAGE.dwg 05/09/16-16:52 RBR EXHIBIT



ENGINEERING CONSULTANT SELECTION - 2017 CAPITAL IMPROVEMENTS PROGRAM

Project No.	Description	Selected Firm	Qualified Firm	Qualified Firm
17-06-A	Neighborhood Drainage - Phase A	Leraris	Morrison Shipley	Hawkins Weir

Determination of the selected firm based upon review of consultant qualifications statements on file in the City Clerk's office, considering experience with respect to the type of services required, capacity and capability to perform the work, past record of performance and familiarity with the area in which the project is located.

Stan Snodgrass
Name

Name

Matt Meeker
Name

RESOLUTION _____

A RESOLUTION AUTHORIZING PARTIAL PAYMENT TO FORSGREN, INC., FOR THE CONSTRUCTION OF JENNY LIND ROAD AND INGERSOLL AVENUE WIDENING PROJECT AHTD JOB 040471, CITY OF FORT SMITH PROJECT NO. 07-01-A

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

Payment in the amount of $778,075.15 for Periodic Pay Estimate No. 2 to Forsgren, Inc., is hereby approved for the construction of Jenny Lind Road and Ingersoll Avenue Widening Project, AHTD Job 040471, City of Fort Smith Project No. 07-01-A.

This resolution adopted this _____ day of May, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☐ No Publication Required

Memorandum

TO: Carl Geffken, City Administrator

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

DATE: May 11, 2016

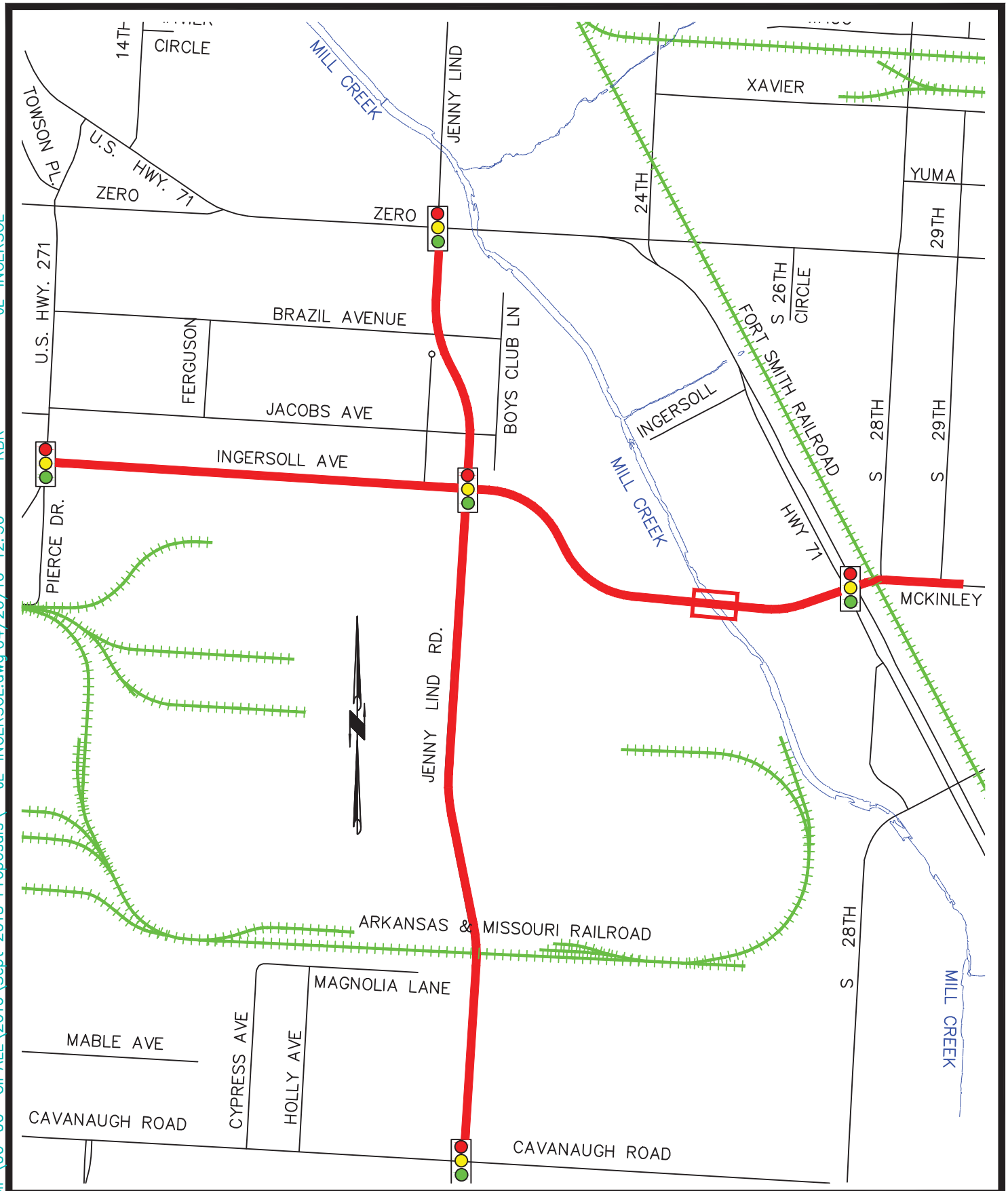
SUBJECT: Jenny Lind Road and Ingersoll Avenue Widening Project
AHTD Job 040471, City Project No. 07-01-A

This project includes widening and improvements to Jenny Lind Road between Zero and Cavanaugh Road, and Ingersoll Avenue from Hwy 271 to Jenny Lind Road. It also includes the extension of Ingersoll Avenue from Jenny Lind Road to Highway 71B. A location map showing the area of the proposed improvements is attached. A project summary sheet which provides more information is also attached.

Periodic pay estimate number 2 is in the amount of $778,075.15. A City Ordinance requires that all payments in excess of $750,000.00 be approved by the Board of Directors. A Resolution authorizing this payment is attached. I recommend that this payment be approved.

This project is also 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-5.1 (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-5.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs).

Attachments



2016 CAPITAL IMPROVEMENTS PROGRAM

JENNY LIND – INGERSOLL

ZERO STREET TO CAVANAUGH ROAD

The City of Fort Smith ARKANSAS

Project:	
Date:	APR. 2016
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2016\Sept 2015 Proposals\ JL-INGERSOL.dwg 04/26/16-12:50 RBR JL-INGERSOL

PROJECT SUMMARY

City of Fort Smith			
Project Status:	4% Complete	Project Name:	Jenny Lind Road. & Ingersoll Avenue Widening
Today's Date:	05/11/16		
Staff Contact Name:	Stan Snodgrass	Project Number:	07-01-A
Staff Contact Phone:	784-2225	Project Engineer:	Crafton Tull & Associates, Inc.
Contract Time (no of days):	720	Project Contractor:	Forsgren, Inc.
Notice to Proceed Issued:	4/4/2016		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$28,830,649.66	2/9/2016	3/24/2018
Contract Revision:	$0.00		
Adjusted contract amount	$28,830,649.66		
Payments to date (as negative):	$341,250.00		
Amount of this payment	$778,075.15		
Contract balance remaining	$27,711,324.51		
Retainage held	$0.00		
Final payment	N/A		
Amount over original contract as a percentage	N/A		

Final Comments:

A City Ordinance requires that all payments in excess of $750,000.00 be approved by the Board of Directors.

RESOLUTION _____

**A RESOLUTION AUTHORIZING A TIME EXTENSION
FOR THE CONSTRUCTION OF WATER AND SEWER LINE IMPROVEMENTS
SERVING THE ARKANSAS COLLEGE OF OSTEOPATHIC MEDICINE
PROJECT NO. 15-90-A, EDA AWARD No. 08-79-04996**

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

SECTION 1: A time extension with Brothers Construction, Inc., for the construction for of the water and sewer line improvements serving the Arkansas College of Osteopathic Medicine, Project No. 15-90-A, EDA Award No. 08-79-04996, which increases the contract time by 16 calendar days, is hereby approved.

This Resolution adopted this _____ day of May, 2016.

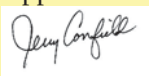
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____

☐ No Publication Required

RESOLUTION _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF WATER AND SEWER LINE IMPROVEMENTS SERVING THE ARKANSAS COLLEGE OF OSTEOPATHIC MEDICINE
PROJECT NO. 15-90-A, EDA AWARD No. 08-79-04996

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the water and sewer line improvements serving the Arkansas College of Osteopathic Medicine, Project No. 15-90-A, EDA Award No. 08-79-04996, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $14,964.87 to the contractor, Brothers Construction, Inc., for the water and sewer line improvements serving the Arkansas College of Osteopathic Medicine, Project No. 15-90-A, EDA Award No. 08-79-04996.

This Resolution adopted this _____ day of May, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☐ No Publication Required

Memorandum

TO: Carl Geffken, City Administrator

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

DATE: May 12, 2016

SUBJECT: Water and Sewer Line Improvements to serve the Arkansas College of Osteopathic Medicine
Project No. 15-90-A, EDA Award No. 08-79-04996

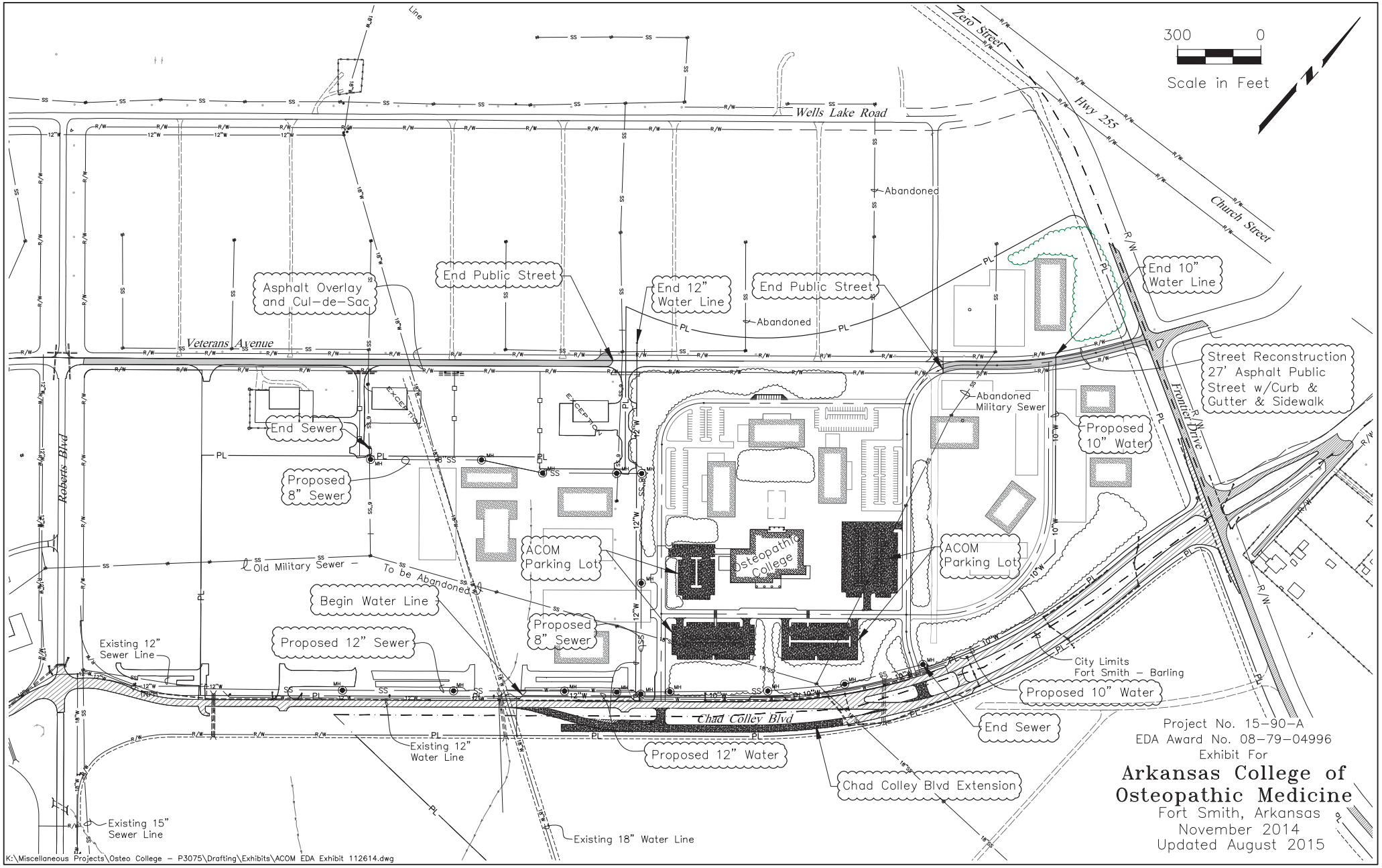
This project included the installation of public water and sewer line improvements in the vicinity of the Arkansas College of Osteopathic Medicine (ACOM). This work was part of a local match for an Economic Development Administration (EDA) grant for infrastructure improvements to support The Degen Foundation with its development of the ACOM. The location of the improvements are shown on the attached exhibit. A project summary sheet is also attached.

The project was substantially complete on February 16, 2016 which is 16 days beyond the contract completion date. A time extension of 16 days for inclement weather and unanticipated construction delays of which the contractor did not have control is warranted.

This project was also 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-5.1 (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), TI-5.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs), and PFS-4.2 (Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth).

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

Attachments


300
0
Scale in Feet
Wells Lake Road
Zero Street
Hwy 255
Church Street
Veterans Avenue
Roberts Blvd
Frontier Drive
Chad Colley Blvd
Asphalt Overlay and Cul-de-Sac
End Public Street
End 12" Water Line
End Public Street
End 10" Water Line
Abandoned
Abandoned
Street Reconstruction 27' Asphalt Public Street w/Curb & Gutter & Sidewalk
Abandoned Military Sewer
Proposed 10" Water
End Sewer
Proposed 8" Sewer
ACOM Parking Lot
Osteopathic College
ACOM Parking Lot
Old Military Sewer
To be Abandoned
Begin Water Line
Proposed 8" Sewer
Proposed 12" Sewer
Existing 12" Sewer Line
City Limits Fort Smith – Barling
Proposed 10" Water
End Sewer
Existing 12" Water Line
Proposed 12" Water
Chad Colley Blvd Extension
Existing 15" Sewer Line
Existing 18" Water Line
Project No. 15-90-A
EDA Award No. 08-79-04996
Exhibit For
Arkansas College of Osteopathic Medicine
Fort Smith, Arkansas
November 2014
Updated August 2015
K:\Miscellaneous Projects\Osteo College – P3075\Drafting\Exhibits\ACOM EDA Exhibit 112614.dwg

SUMMARY SHEET

City of Fort Smith

Project Status	Complete	Project Name:	ACOM Water and Sewer
Today's Date:	5/11/2016	Project Number:	15-90-A, Contract 1
Staff contact name:	Stan Snodgrass	EDA Number:	08-79-04996
Staff contact phone:	784-2225	Consultant Engineer:	Mickle Wagner Coleman
Contract time (no of days):	120	Project Contractor:	Brothers Construction, Inc.
Notice to proceed issued:	10/4/2015		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$749,184.00	8/11/2015	1/31/2016
Contract Revisions:			
1 Time Extension of 16 days			2/16/2016
2			
3			
Adjusted contract amount	$749,184.00		
Payments to date (as negative):	$733,278.63		
Amount of this payment	$14,964.87		
Contract balance remaining	$940.50		
Retainage held	0%		
Final payment	$14,964.87		
Amount under original as a percentage	0.1%		

Final Comments:

The project was substantially complete on February 16, 2016 which is 16 days beyond the contract completion date. A time extension of 16 days for inclement weather and unanticipated construction delays of which the contractor did not have control is warranted.

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH U.S. BANK FOR PURCHASING CARD SERVICES

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

SECTION 1: The proposal of U.S. Bank National Association ND, a qualified purchasing card provider, to issue purchasing cards to city staff in order to enhance internal controls over purchasing procedures and to replace existing credit cards, local store cards, and local store accounts is hereby accepted and approved.

SECTION 2: The Mayor is hereby authorized to execute the Political Subdivision Addendum and Certificate of Authority to the U.S. Bank Commercial Card Master Agreement. The City Administrator is hereby authorized to provide financial information, make necessary elections and otherwise administer the approved Agreement.

This Resolution adopted this _____ day of May, 2016.

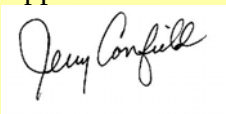
APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:



_____
No Publication Required

Interoffice Memorandum

TO: Carl Geffken, City Administrator

COPY TO: Jeff Dingman, Deputy City Administrator
Jennifer Walker, Finance Director
P-Card Evaluation Team

FROM: Alie Bahsoon, Purchasing Manager AB

SUBJECT: Purchasing Card Program

DATE: May 11, 2016

The Finance Department solicited Request for Proposals (RFP-copy included) for the provision of purchasing card (credit card) services for the City of Fort Smith. The objective of the RFP was to contract with a qualified and experienced financial institution to assist the City in implementing and providing a Procurement/Purchasing Card Program ("P-Card") that will allow authorized City personnel to purchase necessary items in a simple and timely manner while maintaining a high level of internal control. It will also enable us to better manage low-dollar purchases and bring many benefits to the city, and its vendors. P-Cards will be issued to certain employees to enhance the effectiveness or economy of operations and the liability for payment. Total responsibility and accountability for the P-Card transactions will reside at the department/employee level.

In order to insure the objective was met, the RFP was issued with a 100 point evaluation criteria addressed by the requirements of the RFP. The proposals received were from the following firms:

- American Express
- Arvest Bank
- U.S. Bank

The Proposals were evaluated by a cross departmental team which included the following:

- Alie Bahsoon, Purchasing
- Phil Christensen, Fire
- Russell Gibson, ITS
- Henry Graham, ITS
- Jackie Joyce, Finance
- Patty Rodgers, Purchasing (Advisory Capacity)
- Jennifer Walker, Finance

Additionally, each Proposal was reviewed for responsiveness/compliance and cost. Based on the above objective, the following Proposal evaluation was prepared.

PROPOSAL EVALUATION PROCESS

All Proposals were first examined to determine whether or not they met the requirements of the RFP. A point system was used to evaluate various categories and each category item was assigned a maximum of 5 or 10 points per category. The spreadsheet attached hereto as ***Exhibit No. 1*** details the composite team scoring for each Proposal.

SUBMITTED PROPOSALS
Listed below is a synopsis of each responsive Proposal submitted.

U.S. Bank

The highest rated response; excelling in the following areas:

- Excellent Qualifications (i.e., prior experience, references, current provider for the State of Arkansas Purchasing Card Program)
- Excellent overall Scope of Solution
- Availability of Staff and Deliverables
- Most experienced with ERP interface systems
- Rebate of up to 1.4%

Arvest Bank

The second highest rated response; excelling in the following areas:

- Excellent Qualifications (i.e., prior experience and references
- Excellent overall Scope of Solution
- Excellent Staff and Deliverables (local presence)
- Excellent reporting features (potential fees involved for improved expense reporting)
- Rebate of 1%

American Express

The third highest rated response; excelling in the following areas:

- Excellent Qualifications (i.e., prior experience and references)
- Excellent overall Scope of Solution
- Excellent Staff and Deliverables
- Rebates: $10,000 & under at ½%; over 1.35% for over $10,000

RECOMMENDATION
After a thorough evaluation by the team, it is our recommendation that an award be made to U.S. Bank (USB). While the other respondents offered good overall Proposals, USB can provide the services needed with equal expertise and experience. Additionally, the Office of State Procurement (OSP) has a contract in place that we can "piggy back" on without the need to have any special arrangements. There are numerous Arkansas municipal agencies and educational institutions that currently use the USB card program. Based on their Proposal and experience, USB offers the best value in support of the City's needs. A list of USB's references is available upon request.

The implementation of the P-Card program will enable the Finance Department to enhance internal controls over purchasing procedures. The program will replace current credit cards, local store cards, and local store accounts. It will also enhance controls, improve processing efficiencies, and generate revenue in the form of rebates. Finance is also considering an add-on solution (such as Concur or Expensify) to gain additional controls around travel booking and expense report processing.

Please let me know if you should have any questions.

EXHIBIT NO. 1

AVERAGE EVALUATION SCORING FOR RFP 4306-212-16

Criteria	Total Points	American Express	Arvest Bank	U.S. Bank
Proposer's corporate experience & qualifications relative to the requirements of this procurement	5	3	4	5
Experience & qualifications of the Proposer's proposed team members for this procurement	5	2	3	4
Proposer's communicated understanding of the requirements of this procurement	5	2	5	5
Proposer's previous successful experience in implementation and ongoing management of a P-Card solution	10	7	6	9
Proposer's ability to offer a solution compatible with an ERP accounting system	10	7	6	8
Proposer's communicated methodology and ability to offer a solution meeting the overall technical and functionality requirements identified in Section IV	10	5	7	7
Proposer's ability to meet the functionality requirements identified in Section IV.L	10	7	5	7
Proposer's implementation plan as identified in Section IV.J	5	3	4	4
Proposer's communicated methodology and ability to meet the overall management requirements identified in Section IV	5	3	4	4
Proposer's project plan, approach, and ability to meet milestones as identified in Section IV	5	3	4	4
Proposer's communicated methodology in addressing organizational change management	5	2	3	3
The extent to which proposer agrees to the City's required provisions without seeking exception	5	5	5	5
Proposer's Rebate Structure	10	6	7	8
Fee structure as identified in Section IV.M	10	6	7	8
Total	100	61	70	81
Ranking		**3**	**2**	**1**

LEGAL ADVERTISEMENT & NOTICE

REQUEST FOR PROPOSALS NO. 4306-212-16

PURCHASING CARD SERVICES

CITY OF FORT SMITH, ARKANSAS

The City of Fort Smith, Arkansas ("City") is accepting Requests for Proposals from qualified financial services institutions ("Provider") for the provision of purchasing card (credit card) services for the City of Fort Smith.

The purpose of this solicitation is to select a Provider that will assist the City in implementing and providing a Procurement/Purchasing Card Program ("P-Card") that will allow authorized City personnel to purchase necessary items in a simple and timely manner while maintaining a high level of internal control. The program shall comply with all relevant federal, state and local regulations, and with City of Fort Smith Purchasing policies and procedures concerning such purchases. The goals of the program are to reduce the cost of processing small dollar purchases, receive faster delivery of required merchandise, and better control of the buying and payment process.

Sealed Requests for Proposals shall be received by the Purchasing Manager of the City of Fort Smith until 2:00 p.m., local time, April 21, 2016, at 623 Garrison Avenue, Suite 522 in Fort Smith, Arkansas.

All proposals shall be submitted in accordance with the Request for Proposals ("RFP") which is available on the City's website at www.fortsmithar.gov/purchasing or may be obtained during normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.) from:

City of Fort Smith Purchasing Department
Attn: Alie Bahsoon, Purchasing Manager
623 Garrison Avenue, Room 522
Fort Smith, AR 72901
(479) 784-2268
purchasing@fortsmithar.gov

The City of Fort Smith, Arkansas is an Equal Opportunity/Affirmative Action Employer.

REQUEST FOR PROPOSALS NO. 4306-212-16
PURCHASING CARD SERVICES
CITY OF FORT SMITH, ARKANSAS

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SECTION I - GENERAL INFORMATION

A. STATEMENT OF INTENT

The City of Fort Smith is seeking proposals for implementing a purchasing card program (P-Card). The objective of this RFP is to identify the financial institution (the Proposer) that will provide the highest quality services to the City. The benefits the City expects to receive from using the implementation of purchasing cards include efficient, cost-effective methods of purchasing goods and services, and the receipt of rebate revenues based on the purchasing volume. The target commencement date for the proposed services is May 30, 2016.

Interested respondents shall submit to the City a proposal which will address the various components as set forth in this RFP.

All proposals shall be submitted in accordance with the RFP which is available on the City's website at www.fortsmithar.gov/purchasing or it may be obtained during normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.) from the Purchasing Department at 623 Garrison Avenue, Suite 522, Fort Smith, Arkansas 72901.

B. BACKGROUND

Fort Smith is located in western Arkansas on the border of Oklahoma and is the second largest city in the state. The City was incorporated in 1842 and is the county seat for Sebastian County. Fort Smith is 159 miles west of Little Rock and 145 miles southeast of Tulsa, Oklahoma. The City serves as the central focus for a six-county economic and trade region in the west central area of Arkansas and the east central area of Oklahoma. The City encompasses 68 square miles and has a population approximating 87,215.

Since 1967, the City has operated as a City Administrator form of government. The Mayor and the Board of Directors are elected to staggered, four-year terms. The seven member Board of Directors is charged with setting policy and enacting laws for the City. The City Administrator is appointed by the Board of Directors and serves as the chief executive officer for the City.

The City currently employs 997 full time employees that provide a full range of services including public safety, construction and maintenance of streets and other infrastructure, parks and recreational activities, water and sewer services, solid waste collection and disposal, public transportation, and administrative services.

The City's Finance Department provides financial services to City departments as well as contributing to the fiscal stability of the City. Among the responsibilities of the Finance Department is the processing of accounts payable and the payment of invoices. The Finance Department works collaboratively with City departments, other local agencies and the taxpayers of Fort Smith to provide high quality accounting, auditing, payroll and tax accounting services and financial information in a courteous, cooperative and cost effective manner.

The City is committed to professional, high performance standards. While the City currently works with various financial institutions to meet its banking and cash management needs, the City does not currently have a procurement card product or process. Throughout the proposal process, the City welcomes suggestions to improve the effectiveness, cost and efficiency of its processes, specifically purchasing, travel and accounts payable processes.

We anticipate the P-Card Program will be an important aspect of our procurement and accounts payable functions and the program will focus on streamlining processes that result in cost reduction and greater efficiencies as well as increasing customer satisfaction to our end-users.

With an annual payable spend of approximately $76 Million, the City anticipates a dramatic reduction in the volume of checks issued to vendors each year. A Vendor List and annual spend report for 2015 and 2016 YTD is available upon request. A Provider may email pcardrfp@fortsmithar.gov to request the reports.

C. THE REQUEST FOR PROPOSALS PROCESS

This RFP seeks the submission of proposals from any and all interested and qualified providers to provide the services described herein. The Finance Department seeks by way of this RFP to obtain the listed solution requirements in a manner that maximizes value to the City and, by extension, to the citizens of the City.

Proposers must be able to show that they are capable of providing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type.

SECTION II - RFP PROCEDURE

This section describes the tentative schedule of events and the general RFP procedure used by the Finance Department and the remaining sections of this RFP list detailed requirements.

A. TENTATIVE SCHEDULE OF EVENTS

EVENT	TARGET DATE
1. RFP Release Date	March 26, 2016
2. Deadline to Submit Written Questions	April 6, 2016
3. Mandatory Pre-Bid WebEx Online Meeting: Release of Responses to Written Questions	April 12, 2016 10:00 a.m. CST
4. Proposal Deadline – Proposals Must be Received by 2:00 p.m. CST on This Date	April 21, 2016
5. Evaluation Team Reviews	April 22 – 28, 2016
6. Interviews with Potential Providers	May 2 – 6, 2016
7. Selection & Recommendation to Board of Directors	May 17, 2016
8. Commencement of Services	May 30, 2016

B. SUBMISSION OF PROPOSALS

One (1) original and five (5) copies of the proposal must be received at the Purchasing Department no later than 2:00 p.m. CST on April 21, 2016 as listed in the TENTATIVE SCHEDULE OF EVENTS above. Proposals will be date stamped upon receipt and should be in the format required in Section V (Proposal Submission Requirements) including a CD/flash-drive containing electronic files of proposal documents submitted. There will be no public opening of proposals. All proposals shall be firm offers and will so be considered by the City, although the City reserves the right to negotiate terms upon evaluation of the proposals. Proposals shall remain valid offers for a period of ninety (90) days following the close of the RFP.

By submitting a proposal, each provider certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the provider's capability of rendering the services to be provided. The failure of a provider to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation, as determined in the sole discretion of the City. The City reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a provider, if any.

Proposals received after 2:00 p.m. local time on April 21, 2016 will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the City, as determined in the sole discretion of the City.

All proposals must be delivered as required by Section V (Proposal Submission Requirements) to:

City of Fort Smith Purchasing Department
Attn: Alie Bahsoon, Purchasing Manager
623 Garrison Avenue, Suite 522
Fort Smith, AR 72901

C. CONFIDENTIALITY OF PROPOSALS AND PUBLIC RECORDS

All data produced or compiled by the Proposer shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of City. All financial, statistical, personal, technical, and other data and information relating to the City's operations which is made available to Proposer in order to carry out this Agreement shall be presumed to be confidential. Proposer shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the City requires of its own personnel.

Submission of a response deems permission to make inquiries concerning the respondent and its officers and to any persons or firms deemed appropriate by the City. Any proprietary information that the proposer does not want disclosed to the public shall be so identified on each page in which it is found. Data or information so identified will be used by the City solely for the purpose of evaluation and contract negotiations. The City

will use its best efforts to protect propriety information; however, a very liberal State of Arkansas FOI Law may inhibit the City's ultimate ability to protect such information.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the City and/or its officers, agents, or employees that the City has violated a provider's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

D. INDEMNIFICATION

Proposer agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Firm's performance under this Agreement, Respondent's acts, omissions or operations hereunder, or the performance, non-performance or purported performances of the Firm and any breach of the terms of this Agreement; provided however, the Respondent shall not be responsible to the City for damages resulting out of bodily injury or damages to property which Respondent can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damage sustained by any person or property on account of the Respondent's operations in connection with the Contract; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the Respondent; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the firm under this contract.

E. PROPOSAL EVALUATION

The RFPs submitted will not be publicly opened. The names of respondent firms will be posted on the City's website by the end of the business day, April 21, 2016.

1. Evaluation Team

   The six member Proposal Evaluation Team shall be comprised of five representatives of the City of Fort Smith (Fire (1), Finance (2)-one acting in an advisory capacity, ITS (1), and Purchasing (1)) and the sixth member is an outside business member. The Team shall determine which Proposers meet the minimum requirements pursuant to selection criteria of the RFP and procedures. The Team may negotiate with one or more Proposer during the same period and may, at its discretion, terminate negotiations with any or all Proposers. The Team shall make a recommendation regarding the award to the City Board of Directors who shall have final authority, subject to the provisions of this RFP, to award a contract to the successful Provider in the best interests of the City of Fort Smith. The Team

reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on this project before recommendation of award.

2. Proposal Selection Criteria
   The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the RFP proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

   The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the City to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

   The Team reserves the right to:
   - Select for contract or for negotiations a proposal other than that with the greatest rebate.
   - Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
   - Waive or modify any information, irregularity, or inconsistency in proposals received.
   - Request modification to proposals from any or all Proposers during the contract review and negotiation.
   - Negotiate any aspect of the proposal with any Proposer and negotiate with more than one Proposer at the same time.

3. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Points
Proposer's corporate experience & qualifications relative to the requirements of this procurement	5
Experience & qualifications of the Proposer's proposed team members for this procurement	5
Proposer's communicated understanding of the requirements of this procurement	5
Proposer's previous successful experience in implementation and ongoing management of a P-Card solution	10
Proposer's ability to offer a solution compatible with an ERP accounting system	10
Proposer's communicated methodology and ability to offer a solution meeting the overall technical and functionality requirements identified in Section IV	10
Proposer's ability to meet the functionality requirements identified in Section IV.L	10
Proposer's implementation plan as identified in Section IV.J	5
Proposer's communicated methodology and ability to meet the overall management requirements identified in Section IV	5
Proposer's project plan, approach, and ability to meet milestones as identified in Section IV	5
Proposer's communicated methodology in addressing organizational change management	5
The extent to which proposer agrees to the City's required provisions without seeking exception	5
Proposer's Rebate Structure	10
Fee structure as identified in Section IV.M	10
Total	100

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

1. Firm qualifications and experience, including capability and experience of key personnel and experience with other public (government sector) or private agencies to provide these services/solutions
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
3. Customer service
4. History of successfully managing other contracts with public or private agencies
5. Ability to meet any required timelines or other requirements
6. Claims and violations against the firm
7. Cost to the City for the primary services/solutions described in this RFP
8. Cooperative purchasing options (if any) and cost of possible additional services

9. References, particularly in the government sector
10. Compliance with City RFP and other requirements

The City may consider any other criteria it deems relevant, and the Evaluation Team is free to make any recommendations it deems to be in the best interest of the City. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the City may, in its sole discretion, correct errors or contact a provider for clarification.

Note that the City reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the City. The evaluation team will not access company websites or read sales brochures, marketing materials, or white papers in evaluating provider experience or proposed methodology unless doing so is in the City's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

The City reserves the right to accept a proposal other than the one with the lowest costs and to negotiate with providers when the best interests of the City are served by doing so.

F. PROTEST PROCESS

If a provider desires to protest the selection decision, the proposer must submit by email a written protest within ten (10) business days prior to final approval by the Board of Directors and a notice to execute a final agreement with selected provider. The written protest should be submitted to Mr. Alie Bahsoon, Purchasing Manager, as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing. Protests must include the name and address of the proposer and the RFP number, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The City will respond to a protest within three (3) business days of receiving it, and the Finance Department, at its election, may set up a meeting with the protesting proposer to discuss the concerns raised by the protest. The decision of the City will be final. The protest letter must be sent by email to:

Mr. Alie Bahsoon, Purchasing Manager
abahsoon@fortsmithar.gov

SECTION III – GENERAL TERMS AND CONDITIONS

A. CONTRACT TERMS AND CONDITIONS

i. The term of the contract between the successful Proposer and the City shall be for three (3) years with two (2) extensions for a period of one (1) year for each extension. The City intends to rebid the P-Card services at the end of the 5th year.

ii. The selected Proposer will be required to enter into a written agreement with the City of Fort Smith. The City reserves the right to incorporate standard contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the City and its legal staff.

iii. The selected Proposer will be expected to enter negotiations with the City, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Proposer's response to this RFP will be incorporated as part of any formal contract.

iv. The successful Proposer shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No Proposer is to begin any service prior to receipt of a Notice to Proceed signed by an authorized representative of the City. This Notice shall serve as the authorization to proceed in accordance with the RFP specifications and the special instructions.

v. If the Proposer to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Proposer. Such Proposer shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

B. ADDITIONAL INSTRUCTIONS

i. Read all Instructions. Please read the entire RFP and all enclosures before preparing your proposal.

ii. Proposal Costs: Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the City or otherwise reimbursed by the City.

iii. The RFP and all materials submitted in response to this RFP will become the property of the City.

iv. Questions and Response Process: Submit all questions relating to this RFP by email to pcardrfp@fortsmithar.gov.

v. All questions must be received no later than 4:00 p.m. CST on Wednesday, April 6, 2016. All questions and answers will be addressed during the pre-bid WebEx online meeting on Tuesday April 12 at 10:00 a.m. CST and posted on the City's website at www.fortsmithar.gov after the meeting.

vi. If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website. It is the responsibility of each proposer to check the City's website for changes and/or clarifications to the RFP prior to submitting a response, and a proposer's failure to do so will not provide grounds for protest.

C. ALTERATION OF TERMS AND CLARIFICATIONS

No alteration or variations to the terms of this RFP are valid unless made or confirmed in writing by the City. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the City.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the City of such error in writing and request modification or clarification of the document. If a proposer fails to notify the City of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Any modifications or clarifications to the RFP, prior to the proposal submission deadline, will be posted to the City's website as outlined in Section III.B.vi without divulging the source of the request for same. The City may, at its discretion, also give electronic notice(s) by email to all parties who have notified the City of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the City's website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

Provider agrees by submitting a proposal that the responses to the RFP may be included as an exhibit to the contract, are within the scope of the contract, and are the responsibility of the provider to adhere to.

SECTION IV – SCOPE OF SOLUTION

The City is seeking proposals for implementing a (P-Card) program. The objective of this RFP is to identify the Proposers that will provide the highest quality services to the City. The benefits the City expects to receive from the implementation of purchasing cards include efficient, cost-effective methods of purchasing goods and services, and the receipt of rebate revenues based on the purchasing volume.

A. Description of Purchasing Card (P-Card) Program

i. Describe your company's P-Card services.
ii. Describe your company's organizational structure and personnel dedicated to support your company's P-Card services.
iii. Are there any limitations or restrictions for participating in your P-Card program?
iv. How long has your company been offering P-Card services?
v. Does your P-Card program include other services? Are they optional or required? What are the fees, if any, associated with such optional and/or required services?
vi. Would the City need to enter into a long-term agreement with your company to participate in your P-Card services?
vii. Would the City be able to terminate your P-Card service at any time? What are the program's termination terms?

B. Card Issuance

i. Describe the process in which P-Cards are issued to cardholders.
ii. Is there a fee for the initial issuance of or the replacement issuance of a P-Card?
iii. Will the City employees/departments receiving P-Cards be required to submit to a credit check?
iv. Will card user's credit information regarding the issuance of a P-Card under this service be reported to any credit reporting agency or reflected on any City employee's credit report?
v. Is the card customizable with the City's logo and/or the employee photo?

C. Card Controls and Restrictions

i. Describe the controls and features available within your P-Card services to reduce the risk of unauthorized transactions and fraud.
ii. Can administrative changes be made through a web-based program management system, by electronic mail, or in writing?
iii. Does your service provide the ability to de-activate and re-activate individual cards in real-time?
iv. Does your service provide the ability to establish: purchase limit per individual card, restrictions to certain types of vendors/merchants and, restrictions to certain types of goods or services?
v. Does your service provide the ability to restrict purchases on a card until authorization for a specific amount and purpose has been given by an approver?
vi. Does your service provide the ability to obtain declining balance cards (pre-paid cards)?
vii. Include information regarding any additional controls both at corporate and individual card level that are available as a part of your service. Please describe.
viii. Describe how questionable or fraudulent charges are resolved by your service.

D. Liability

i. The City or cardholder shall not be held liable for any activity on cards that have been reported lost, stolen or due to fraudulent activities. Please confirm.
ii. Describe how the provider will mitigate the risk for unauthorized card use.

E. Lost or Stolen Cards

i. Describe your lost/stolen card procedures.
ii. Please describe the method(s) available to deactivate and/or cancel an individual card account.
iii. The provider shall facilitate immediate cancellation and emergency issue of a replacement card, and shall make card cancellation available 24 hours a day, 7 days a week. Please confirm.
iv. Are you able to provide inactive temporary replacement cards to the P-Card administrator for emergency activation and usage? This would help reduce the timeframe to obtain a new replacement card via mail.

F. Interface with City Accounting System

i. The City is currently in the process of selecting an ERP vendor (vendor selection may be made available prior to April 21st). The P-Card vendor selected by the

City shall be able to interface and integrate with the new accounting system in the next 12-18 months. Until then, the City will interface all P-Card transactions via a manual entry process.

ii. Can your service provide a csv and/or other file types containing transaction data for import into the City's accounting system? If so, can the file format be customized to meet the City's requirements and General Ledger accounts (A 2016 City Programs & Class Codes file is available upon request by emailing pcardrfp@fortsmithar.gov?

iii. Does your P-Card service provide the ability to automate the assignment of account codes, to individual transactions, based on the department that the individual card holder works for? For example, purchases of gas by an employee who works for Patrol would be automatically coded to the Patrol Division Program Code (i.e., 4704 = Patrol Operations).

iv. Does your P-Card service provide the ability to automate the assignment of account codes, to individual transactions, based on the type of goods/services purchased? For example, purchases of gas would be coded to the account for Fuel and Lubrication (i.e., 203 = Fuel, Oil, Lubrication)

G. Reporting

i. Does the provider offer a report of transaction level detail data by card, as well as a consolidated Citywide detail report?

ii. Can report data be downloaded in PDF, csv, Excel and other formats?

iii. Ad-hoc online reports should have the flexibility for filtered modifications. Please confirm.

iv. Reports should be available directly to individual cardholders and City departments via on-line website. Describe the type of security that will prevent intra-viewing of City purchases by City card holders.

v. Does your service provide the ability to limit viewing access to City-wide transactions to only the designated P-Card administrator(s) and other selected users? Please confirm.

vi. Does your P-Card service provide the ability to check on the status of a particular payment to an individual transaction charge?

vii. Does your P-Card service provide the ability to check on the status of a particular payment from the City to the P-Card service provider?

viii. Describe your reporting capabilities and provide samples of reports available.

H. Billing Statements

i. What is the frequency (how often) or available frequencies your company is able to provide billing statements? Are billing statements provided via email, mail, and/or downloadable format?

ii. Please confirm whether billing statements will include, at a minimum, the following information:

- Card account numbers (truncated)
- Cardholder name
- The name of the merchant
- The date goods or services were purchased

- The cost for the goods or services
- A unique identifier for each transaction

I. Payments
   i. Please describe available payment terms and options related to the payment cycles and grace periods. Also, what is the timeframe in which payments will be credited to the City department/ employee card accounts?
   ii. Describe available payment methods.

J. Implementation
   i. Describe the activities required to implement your P-Card services? Provide a list of activities along with a typical timeline.
   ii. Describe the City's program implementation and on-going maintenance roles and responsibilities.
   iii. Describe your company's program implementation and on-going maintenance roles and responsibilities.
   iv. What testing activities would be performed by your company?
   v. What testing activities would be performed by the City before going live with your P-Card services?

K. Customer Support
   i. What training will the City receive to administer the P-Card program?
   ii. Will the City have an assigned company representative(s) to manage this program?
   iii. Does your program offer a dedicated customer service group for the City?
   iv. What is your company's problem resolution process?
   v. Is customer support provided on a 24/7 basis? Is it live (you get to speak with a person), partially live, partially internet based? If it is not 24/7, which days/hours would customer support be available for City personnel?

L. Technology & Security
   i. Describe the software/application/system that the City will use to operate your P-Card program.
   ii. What are some key features of your software's functionality?
   iii. How long has your company been using this software?
   iv. How often does your company release software changes, if any, which require testing by the City?
   v. Are file transfers (to and from the City) secured? What security methodologies are employed?
   vi. Does your company need any data file transfer from the City? Does your company provide the resources and capabilities to convert the City's data file?
   vii. Is your internet site secure and protected? How?
   viii. What are the security features of your software? How is the information protected?
   ix. What are the City's hardware requirements, if any, to implement/use this software?

x. Describe your technology prominence within the banking industry.

M. Fees

i. Are there implementation fees associated with this service?
ii. Are there late payment fees?
iii. Are there fees for custom reports?
iv. Are there fees for data file feeds into City's accounting system?
v. Will you provide the resources and capabilities to create the file(s) needed for import to the City's accounting system in the format specified by the City?
vi. Are there annual service or maintenance fees?
vii. Are there any other potential fees or required services the City must participate in association with your P-Card program?
viii. Provide a fee schedule, similar to below, listing ALL applicable and optional/potential implementation and on-going fees to implement and continue using your company's P-Card program.

	Basis of Fee	Amount	Waived Yes/No	Required, Optional or Potential
Implementation Fees				
-				
-				
On-going Fees				
-				
-				
Other Fees				
-				

N. Revenue Sharing

i. Describe any rebates & discounts that are available based on volume of spend or otherwise. Specify how the rebate & discount will be remitted to the City.
ii. Describe any incentive and prompt-payment discounts that encourage and reward the City for expanding its P-Card program.
iii. Provide a revenue sharing schedule. Does revenue sharing percentage vary by: payment volume tier, type of payment, size of payment, and/or type of vendor? If so, provide all details.
iv. Do revenue share percentages change? What would be the basis of such change?
v. Must the City meet a minimum spending amount before revenue sharing is paid?
vi. What is the frequency or frequencies in which revenue sharing amounts are distributed to the City?
vii. Provide a sample revenue sharing statement that the City would receive.

O. Miscellaneous

i. Do you have any branch locations in the local area?
ii. What involvement do you have in local communities and what contributions have you made to the local community(ies)?

iii. What is your current Community Reinvestment Act (CRA) rating?
iv. What is your experience with system outages (past 5 years) and what is your recovery experience?
v. What are your recommendations for products/services not specifically requested in this RFP?

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

The proposal should be submitted in the following format:

A. GENERAL INSTRUCTIONS

All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, or other attachments.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) original and five (5) copies. All printing shall be double-sided (duplex). In addition, submit one (1) CD or flash drive containing electronic files of all proposal documents.

B. COVER LETTER

Provide a one page cover letter on your letterhead which includes the address, voice and fax numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

C. REFERENCES

Provide a list of at least five clients with needs similar to the City, which may include governmental entities, financial institutions, school districts, and/or businesses. Describe your firm's specific experiences providing services to each of those clients. Describe any issues or problems that have impacted any of the client accounts. Identify ways in which you added unique value or problem solving to any of the client accounts. Provide contact information (name, title, phone number, email address, etc.) to enable the City to contact those accounts as references.

D. SPECIFIED CONTENT & DETAILED SEQUENCE OF INFORMATION IN THE RFP

Each proposal should include sections addressing the following information in the listed order. The proposer should be sure to include all information that it feels will enable the Evaluation Team and, ultimately, the City, to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful,

should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described by Section II.C, above.

E. TABBING OF SECTIONS
Be sure your proposal is properly tabbed using the Table of Contents for each section.

F. COOPERATIVES
Proposers who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

PLEASE NOTE: Submit a sample standard contract with your RFP.

SECTION VI – MISCELLANEOUS

A. LOBBYING PROHIBITED
As to any matter relating to this RFP, respondent or anyone representing a respondent are advised that they are prohibited from contacting or lobbying the Mayor, City Administrator, any members of the Board of Directors, City staff, Evaluation Team, or any other person authorized on behalf of the City related or involved with this RFP. For purposes of clarification, a Proposer's representative shall include, but not be limited to an employee, partner, officer, director, consultant, lobbyist, or any actual or potential sub firm or consultant of the Broker. All oral or written inquiries are to be directed to the Purchasing Department as directed in this RFP. Any violation of this condition may result in rejection and/or disqualification of the respondent.

The "No Lobbying Condition" is in effect from the date of issuance and shall terminate at the time the City signs final award contract(s) for this RFP, rejects all quotations, or otherwise takes action which ends the solicitation process.

B. EEO STATEMENT
Equal Opportunity: The City believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

C. CONFLICT OF INTEREST
The award hereunder is subject to provisions of State Statutes and City Ordinance. All Proposers must disclose with their response the name of any officer, director, or agent who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the respondent's firm or any of its branches.

D. NON-COLLUSION
Proposer certifies that their response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for qualifications

requested and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities are permitted; either with, prior to or after provision of services. Any such violation may result in award cancellation and discontinuation of services, removal from vendor list, and/or disbarment or suspension from doing business with the City.

E. RESERVATION OF RIGHTS

This Request for Proposals (RFP) is not a commitment or contract of any kind. The City of Fort Smith (City) reserves the right to pursue any and/or all ideas generated by this Request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The City reserves the right to reject any and all proposals. The City reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the City.

U.S. BANK COMMERCIAL CARD MASTER AGREEMENT
FOR STATES AND GOVERNMENT ENTITIES

This Commercial Card Master Agreement (the **"Agreement"**) governs the U.S. Bank Commercial Card Program (the **"Commercial Card Program"**) and is entered into by and between U.S. Bank National Association ND (**"U.S. Bank"**) and the Government Entity of the State of Arkansas (**"Government Entity"**). This Agreement shall become effective upon signing by or on the behalf of U.S. Bank ("**Effective Date**") and supercedes any previous and like agreement(s) with Government Entity.

Participation in Commercial Card Program:
Government Entity Agencies and Political Subdivisions may participate in the Commercial Card Program.

"Government Entity Agencies" means those Government Entity departments and agencies that rely upon the Government Entity for funding, or are appropriated funds by the Government Entity for the charges on the accounts issued to the employees of those departments and agencies. In order for Government Entity Agencies to participate in the Commercial Card Program, the Government Entity will furnish to U.S. Bank a Government Entity Agency Addendum (at Exhibit 1) listing those agencies allowed to participate. The Government Entity has the right to exclude any agencies from the Agreement by providing written notice to U.S. Bank at any time.

"Political Subdivisions" means any municipalities, counties, and institutions of higher education that do not rely upon Government Entity for funding. Political Subdivisions may participate in this Agreement upon credit approval by U.S. Bank and upon signing and submission of a properly completed Political Subdivision Addendum, attached as Exhibit 2.

I. CREDIT PROVISIONS

A. **Financial Information.** The establishment of a Commercial Card Program provides an extension of credit, and Government Entity shall provide sufficient information to enable U.S. Bank to perform periodic credit reviews.

1. **Political Subdivisions.** Political Subdivisions must credit qualify on their own and sign and submit a Political Subdivision Addendum to U.S. Bank.
2. **Financial Information for Government Entity and Political Subdivisions.** To become credit qualified, the Government Entity and each Political Subdivision will be required to provide the last three (3) years of audited financial statements to U.S. Bank prior to the issuance of any cards and annual financial statements provided on or before one hundred eighty (180) days after the end of the Government Entity's or Political Subdivision's fiscal year. Political Subdivisions should provide this first set of financial statements with their signed Political Subdivision Addendum. U.S. Bank will review the financial statements and provide notice to each Political Subdivision of the approval or decline of their credit qualification. If satisfactory financial information can be found on the Government Entity's website, U.S. Bank will not require the Government Entity or Political Subdivision to provide information that it can obtain on its own.

B. **Aggregate Product Credit Limit and Account Credit Limits.** Subject to credit approval by U.S. Bank, an Account Credit Limit (an **"ACL"**) for each Account and an Aggregate Product Credit Limit (the **"PCL"**) for all Accounts shall be established by U.S. Bank pursuant to this Agreement.

1. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Government Entity of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Government Entity shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
2. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.
   a. **Government Entity Accounts.** U.S. Bank shall provide notice to Government Entity of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Government Entity shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.
   b. **Cardholder Accounts.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL and/or limit spending activity on any Cardholder Account. Based on the credit worthiness of Government Entity and/or its Cardholder, U.S. Bank, at its sole discretion, shall establish an ACL of no less than five hundred U.S. Dollars ($500.00).
   c. **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

C. **ATM Access / Cash Advances.** U.S. Bank provides access to Cash Advances through owned and participating bank Automated Teller Machines and Association member offices. If Government Entity elects to use Cash Advances, U.S. Bank will establish predetermined Cash Advance limits for Cardholders, either as a group or individually. U.S. Bank reserves the right to suspend or terminate Cash Advance access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Government Entity.

D. **Convenience Checks.** U.S. Bank can issue Convenience Checks to Cardholders designated by Government Entity. Replenishment of Convenience Checks will occur upon request by the Cardholder, subject to the Cardholder's Account status and cash availability. Convenience Check transactions are posted to the Cardholder Statement as a Cash Advance. U.S. Bank reserves the right to suspend or terminate Convenience Check access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Government Entity. There are a number of limitations associated with Convenience Checks:

1. **Authorization.** There is no authorization process associated with the use of Convenience Checks. At the time of Purchase, U.S. Bank is unable to verify the authenticity of the signature on a Convenience Check, the identity of the person signing the Convenience Check, or restrict the use of Convenience Checks to specific merchant types.
2. **Disputes.** Use of Convenience Checks and disputes arising therefrom are not covered by Association regulations. Other than the fraudulent use of a Convenience Check by an individual other than the Cardholder, which is governed by the applicable law pertaining to negotiable instruments, there are no dispute rights once a Convenience Check is used to make a Purchase.
3. **Returned Checks.** U.S. Bank reserves the right to return a Convenience Check unpaid to the payee if (i) the amount of the Convenience Check exceeds the Cardholder's Cash Advance limit or (ii) U.S. Bank determines that honoring the check presents a risk of loss or liability to U.S. Bank or Government Entity.
4. **Limitation of Liability.** U.S. Bank is not liable for any damages resulting from U.S. Bank's refusal to honor a Convenience Check presented for payment.

II. **U.S. COMMERCIAL CARD PROGRAMS**

A. **Card Products.** U.S. Bank may provide the following Card Products to Government Entity and its Cardholders. Card Product availability and the Card Products for which Government Entity has been approved are specified in Schedule 1.

1. **U.S. Bank Corporate Card.** The U.S. Bank Corporate Card is a charge card designed for use by Cardholders to charge travel, entertainment and other goods and services that are related to the business activities of Government Entity. U.S. Bank also provides central travel accounts, which can be used for the same purpose, but without the issuance of a physical card.
2. **U.S. Bank Managed Spend Card.** The U.S. Managed Spend Card is a specialized corporate liability card designed for use by Government Entities or Cardholders to charge business related goods and services. Government Entity may also elect to have Cards issued to family members relocating employees. Unless requested for a different duration, Managed Spend has a term of twelve (12) to thirty-six (36) months. U.S. Bank also provides Managed Spend Central Billing Accounts, which can also be used for business or relocation expenses. Based on the credit worthiness of the Government Entity and its Cardholder, U.S. Bank, at its sole discretion, shall establish a credit limit of no less than five hundred U.S. Dollars ($500.00).
3. **U.S. Bank Executive Card.** The U.S. Bank Executive Card is a specialized Corporate Card that includes a premium package of services for top executives of Government Entity. Issuance of Executive Cards is limited to select employees.
4. **U.S. Bank One Card.** The U.S. Bank One Card is a charge card designed for use by Cardholders that combines Corporate and Purchase Card capabilities on a single Account. The One Card can be utilized for travel and entertainment related expenses as well as to charge goods and services related to the business activities of Government Entity.
5. **U.S. Bank Purchase Card.** The U.S. Bank Purchase Card is a charge card designed for use by Cardholders to charge goods and services related to the business activities of Government Entity. U.S. Bank also provides central purchase accounts, which can be used for the same purpose, but without the issuance of a physical card.

B. **Card and Account Issuance.** Government Entity shall designate to U.S. Bank Cardholders that are authorized to incur expenses on behalf of Government Entity during the term of this Agreement and who are to receive Cards and/or be issued Account numbers by submitting to U.S. Bank completed, duly authorized applications, in a format specified by U.S. Bank, such as through Access Online, including any applicable consents and/or authorizations from such Cardholders as may be required by the applicable local law, rule or regulation.

1. **Credit Checks.** With respect to any such application, U.S. Bank reserves the right, at its sole cost and expense and to the extent permitted by applicable law, to conduct a credit check on any Cardholder who may have sole and/or shared liability for any Debt incurred under this Agreement.
2. **Exclusion.** U.S. Bank shall have the right to reject any Cardholder application in which the Cardholder may have sole and/or shared liability for any Debt incurred under this Agreement.
3. **Card Delivery.** Unless Government Entity notifies U.S. Bank to the contrary, U.S. Bank shall issue Cards and/or Accounts directly to Cardholders.

C. **Billing and Payment.** U.S. Bank provides a variety of billing options. The availability of billing options may differ between Card Products. Billing option availability and the billing options for which Government Entity has been approved is specified herein in Schedule 1. Depending on the billing option referenced in Schedule 1, Government Entity or Cardholder shall pay the amount due on the Statement by the Due Date.

1. **Individual Bill.** Cardholders receive a Statement at the conclusion of each Billing Cycle and are responsible for ensuring the balance due is paid by the Due Date. Government Entity may elect to receive one or more Summary Statements or reports showing all Transactions billed to Cardholder Accounts.
2. **Central Bill.** Each Transaction is either posted to a Cardholder Account and rolled up to a Central Account for billing or billed directly to a Central Account. Government Entity will receive one or more central account Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account Transactions. With respect to Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Government Entity receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.
3. **Billing Reports.** The Government Entity shall have access to spend reports for all Government Entity Agencies with all of the same details and information available to the Government Entity Agencies through U.S. Bank Access® Online, the online reporting system provided by U.S. Bank, free of charge.
4. **Billing Disputes.** Billing disputes must be communicated in writing to U.S. Bank at the address specified herein in Section V L below or the address provided on the Statement. U.S. Bank must receive written communication of a dispute within sixty (60) days of the date on the Statement on which the disputed or allegedly incorrect Transaction first appeared. Association regulations govern the resolution of all billing disputes.
5. **Merchant Category Disclaimer.** Upon request by Government Entity, U.S. Bank may either prevent or restrict usage of its Card Products to selected merchants based on Merchant Category Code. To the extent this is requested, the following disclaimers apply:
   a. **Limitation of Liability.** U.S. Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the Transaction authorization request. U.S. Bank has no liability for Transactions declined or approved contrary to the intent of Government Entity.
   b. **Incorrect Merchant Category Codes.** To the extent Government Entity believes a merchant has not been assigned an accurate Merchant Category Code, U.S. Bank will advise the Association of the inaccuracy. Whether or not the Merchant Category Code is changed is dependent upon applicable Association regulations.
6. **Trailing Transactions.** Upon cancellation of an Account, the Government Entity and/or Cardholder must cancel the billing of all reoccurring Transactions to the Account.

D. **Liability.** U.S. Bank provides a variety of liability options. The availability of liability options may differ between Card Products. Liability option availability and the liability option(s) for which Government Entity has been approved is/are specified in Schedule 1.

1. **Corporate Liability.** Government Entity is solely liable to U.S. Bank for all billed Transactions.
2. **Joint and Several Liability**. Government Entity and the Cardholder are jointly and severally liable to U.S. Bank for all billed Transactions.
3. **Contingent Liability.** The Cardholder is liable to U.S. Bank for all billed Transactions. Government Entity has contingent liability, which means Government Entity is liable for any billed Transactions that are legitimate business charges and have not been previously reimbursed by Government Entity to the Cardholder.
4. **Liability Exceptions.** Government Entity may be liable for all billed Transactions, regardless of liability option specified in Schedule 1, in the following circumstances:
   a. **Failure to Notify; Liability Exceptions.** Government Entity shall immediately notify U.S. Bank by telephone at the number provided herein at Section V. S of any of the following:
      (i) Termination of employment of any Cardholder;
      (ii) Any lost or stolen Card for which the Government Entity has liability;
      (iii) Any compromised Account for which the Government Entity has liability; or
      (iv) Any compromised information regarding Cards, Accounts and/or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.

   Government Entity shall provide sufficient information as may be requested by U.S. Bank for U.S. Bank to act on such notifications. Failure of Government Entity to provide notification may result in Government Entity's liability to pay for all Transactions on such Cards and/or Accounts notwithstanding any liability option specified in Schedule 1. Liability is limited to period of time from when notification should have been received to when notification is actually received and only for those Transactions that U.S. Bank cannot either charge back to the merchant or collect directly from the Cardholder.

E. **Delinquency.** If the amount shown on the Statement as the current amount due has not been paid to U.S. Bank by Government Entity and/or Cardholder by the Due Date, U.S. Bank shall have the following rights:
   1. **Suspension.** U.S. Bank shall have the right to suspend any Account that is delinquent for a period exceeding two (2) Billing Cycles.
   2. **Cancellation.** U.S. Bank shall have the right to cancel any Account that is delinquent for a period exceeding three (3) Billing Cycles.
   3. **Late Fees.** U.S. Bank shall have the right to bill Late Fees on all delinquent Accounts, as specified in Schedule 1. The Arkansas State Claims Commission shall determine what amount of the Late Fees billed to Government Entity by U.S. Bank shall be paid.
   4. **Collection Fees.** U.S. Bank shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent amount on a cancelled Account.

III. SECURITY AND CONFIDENTIALITY

A. **Security.** U.S. Bank, the Government Entity, its Government Entity Agencies and Political Subdivisions, shall safeguard information regarding Cards, Account numbers, passwords, personal identification numbers, and other sensitive information provided by U.S. Bank in a manner that is no less stringent than those applicable to each Party's own proprietary information. Each Party will utilize each Party's respective industry standards to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of Confidential Information.

B. **Confidentiality.** Parties agree to the following provisions for the use and disclosure of Confidential Information:
   1. **Confidential Information.** For purposes of this Agreement, "**Confidential Information**" means information supplied by one Party ("**Disclosing Party**") to the other Party ("**Recipient**") that is expressly or implicitly protected from unrestricted use by persons not associated with Disclosing Party.
      a. **U.S. Bank Confidential Information.** U.S. Bank and Government Entity agree that the Commercial Card Program and/or Global Commercial Card Program is a unique service involving the exchange of proprietary and/or Confidential Information between the Parties. Government Entity agrees that Commercial Card Program and/or Global Commercial Card Program reports, manuals, documentation, and related materials shall be circulated by it only to the extent necessary for Government Entity Agencies and Political Subdivisions to manage the Commercial Card Program and/or Global Commercial Card Program and/or use such information in connection with Government Entity's business.
      b. **Government Entity Confidential Information.** U.S. Bank and Government Entity agree that any non-public financial information of Government Entity and any non-public data regarding Government Entity Accounts, Transactions, charges, spending volume or repayment terms is Confidential Information of Government Entity and such information shall be circulated by U.S. Bank only to the extent necessary for U.S. Bank to offer the Commercial Card Program and/or Global Commercial Card Program.
      c. **Other Confidential Information.** The Parties agree that the terms of this Agreement, including, but not limited to any pricing, rebate or related terms constitute Confidential Information.
   2. **Restriction.** Government Entity and U.S. Bank agree to take all reasonable steps to safeguard the other Party's proprietary and Confidential Information and not to release such information to any person or Party not essential to participation in the Commercial Card Program and/or Global Commercial Card Program.
   3. **Care.** The Recipient shall provide the same care to avoid an unauthorized disclosure, misuse, alteration or destruction of Confidential Information of the Disclosing Party as it provides to protect its own similar proprietary information, but in no event, less than a reasonable standard of care.
   4. **Relief.** Because damages may be difficult to ascertain, the Parties agree that in the event of any violation of Section III.B, without limiting any other rights and remedies of each other, an injunction may be sought against the Party who has breached or threatened to breach the aforementioned Section.
   5. **Exceptions.** With respect to Confidential Information, U.S. Bank and Government Entity agree that the other may use and disclose such information for the following purposes:
      a. **Normal Business Operations.** U.S. Bank and Government Entity may use and disclose such Confidential Information of the other as is required by normal business operations in connection with the Commercial Card Programs and as may be required by Association Operating Regulations.
      b. **Legal and Regulatory Requirements.** U.S. Bank and Government Entity may use and disclose Confidential Information of the other to legal authorities, agents, auditors or regulators of U.S. Bank and Government Entity, respectively, or as otherwise may be required by law, rule or regulation
      c. **Summarized Data.** U.S. Bank and Government Entity may use and disclose Data to any third party to the extent that such Data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such Data as attributable to U.S. Bank, Government Entity, its Affiliates, and/or Cardholders.
      d. **Archived Data.** U.S. Bank and Government Entity are entitled to retain Confidential Information of the other for archival purposes as required in accordance with applicable law, rule or regulations.
      e. **Third Parties.** Government Entity acknowledges that portions of its Account and Transaction data are captured by third parties, including, but not limited to the Associations, third-party service providers, merchants, and merchant processors, during the course of normal business operations and that the confidentiality provisions of this Agreement do not extend to such third parties.

IV. TERM AND TERMINATION

A. **Term.** This Agreement shall remain in effect for the term for each Card Product and/or Ancillary Service selected, as indicated on Schedule 1 under the column labeled "Base Period" beginning on the date indicated under the column labeled "Commencement Date" and shall continue thereafter for each Card Product and/or Ancillary Service selected until terminated by either Government Entity or U.S. Bank upon ninety (90) days prior written notice to the non-terminating Party; unless terminated early in accordance with the terms and conditions of the Agreement.

B. **Termination for Cause by Either Party.** Either Party shall have the right to immediately terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or immediately terminate this Agreement in its entirety, by providing written notice of such termination to the other Party, upon one or more of the following events:
   1. Dissolution or liquidation of the other Party, or Parent thereof, if applicable;
   2. Insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for the benefit of creditors of, the other Party, or Parent thereof, if applicable or the other Party enters into any other similar proceeding or arrangement for the general benefit of its creditors;
   3. Any failure to perform a material obligation of this Agreement;
   4. If any material statement, representation or warranty of a Party, its affiliates or Parent at any time furnished to the other Party is untrue in any material respect when made;
   5. A material breach of any other agreement entered into by the Parties.

C. **Termination for Cause by Government Entity.** Government Entity shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to U.S. Bank upon one or more of the following events:
   1. U.S. Bank's reduction of Government Entity's Credit Line and/or Credit Limits, as defined in Section I. B., has materially and adversely affected Government Entity's utilization of any Card Product or the Commercial Card Program.
   2. U.S. Bank's failure to reasonably perform in accordance with a material term of any written proposal and/or presentation provided to Government Entity by U.S. Bank in contemplation of this Agreement, provided that:
      a. Government Entity has worked with U.S. Bank to develop a sixty (60) day action plan to ensure U.S. Bank's performance materially complies with any aforementioned proposal and/or presentation; and
      b. U.S. Bank has failed to successfully complete all deliverables agreed to in the action plan.

D. **Termination for Cause by U.S. Bank.** U.S. Bank shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to Government Entity upon one or more of the following events:
   1. Government Entity merges, sells or otherwise transfers all or substantially all of its assets that causes a material change to Government Entity's business and/or financial condition.
   2. A material adverse change in the business prospects or financial condition of the Government Entity.
   3. The overall relationship is unprofitable for U.S. Bank, provided that:
      a. U.S. Bank has worked with Government Entity to develop a sixty (60) day action plan to return the relationship to profitability; and
      b. Government Entity has failed to successfully complete all deliverables agreed to in the action plan.

E. **Effect of Termination.** Upon termination of this Agreement, all applicable Cards, Accounts, and/or related services shall be deemed canceled as referenced in such termination notification. Such cancellation shall be effective upon notification of termination to the other Party as referenced herein. Upon termination, Government Entity shall instruct all Cardholders to destroy their Cards and/or any records of Account numbers. U.S. Bank shall terminate all applicable services thereunder upon a stated termination date. Government Entity shall remain liable for all Debts arising from the use of a Card and/or Account prior to the termination date, in accordance with the liability options on Schedule 1.

F. **Surviving Rights.** Rights, obligations and/or liabilities that arise prior to the termination of this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or termination of this Agreement in its entirety, shall survive any such termination.

V. OTHER TERMS AND CONDITIONS

A. **Intellectual Property.** Government Entity and U.S. Bank each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other. Government Entity and U.S. Bank each agree that, without prior written consent of the other, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.

B. **No Third Party Beneficiaries or Claims.** Any Commercial Card Program and/or Global Commercial Card Program provided to Government Entity by U.S. Bank is for the sole and exclusive benefit of Government Entity and no other persons or organizations shall have any rights and/or remedies arising under or in connection with this Agreement.

C. **Indemnification.** Except as otherwise provided herein, the Parties' indemnification obligations under this Agreement are as follows:

1. **Government Entity and U.S. Bank Indemnification.** Except to the extent that any injury is due to Customer's, a Participant's or Participating Agency's negligent acts or omissions, U.S. Bank shall indemnify and hold Customer, Participants and Participating Agencies harmless against all losses, damages, costs, expenses and liability which may result in any way from any act or omission of U.S. Bank, its agents, employees and subcontractors. In the event of any claim by any third party against Customer, a Participant or a Participating Agency that the products furnished under this Purchasing Card Agreement infringe upon or violate any United States patent or copyright, Customer, Participant, or Participating Agency shall promptly notify U.S. Bank. U.S. Bank shall defend such claim, in Customer's, Participant's or Participating Agency's name or its own, as appropriate, but at U.S. Bank's expense. In the event the claim is defended in the Customer's, Participant's or Participating Agency's name, the attorney must be satisfactory to the Customer or Participating Agency. U.S. Bank will indemnify Customer, Participant or Participating Agency against all costs, damages and attorney's fees that a Court finally awards as a result of such claim. If customer or Participating Agency reasonably concludes that its interests are not being properly protected, it may enter into action. However, any settlement by Customer or Participating Agency with the party alleging such infringement or violation shall not be binding upon U.S. Bank and U.S. Bank shall be under no obligation to pay or indemnify Customer or Participating Agency. Further, if principles of governmental or public law are involved, Customer or Participating Agency may participate in the defense of any such action.

   Except to the extent that any injury is due to U.S. Bank's negligent acts or omissions, Customer, Participant or Participating Agency shall indemnify and hold U.S. Bank harmless against all losses, damages, costs, expenses and liability which may result in any way from any act or omission of Customer, Participant or Participating Agency, their agents, employees and subcontractors.

   NEITHER CUSTOMER OR PARTICIPANT OR PARTICIPATING AGENCY NOR U.S. BANK SHALL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

2. **Intellectual Property Indemnification.** Except to the extent that injury is due to the other Party's negligent or intentional acts or omissions, each Party shall indemnify and hold the other Party harmless against third-party demands, claims, suits, or proceedings alleging infringement of any Intellectual Property of such Party arising out of or incidental to this Agreement.

D. **Limitation of Liability.** NEITHER GOVERNMENT ENTITY, U.S. BANK, NOR ANY PARTY'S AFFILIATES, REPRESENTATIVES AND ASSIGNS SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING LOST PROFITS) EVEN IF SUCH PARTY HAD BEEN NOTIFIED OF THEIR POSSIBLE EXISTENCE.

E. **Representations and Warranties.** Each Party represents and warrants with respect to such Party that:

1. This Agreement constitutes a valid, binding and enforceable agreement;
2. The execution of this Agreement and the performance of the obligations hereunder are within such Party's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any material agreement of such Party;
3. The execution of this Agreement and the performance of the obligations hereunder shall not cause a material breach of any duty arising in law or equity; and
4. As of the date of this Agreement, such Party possesses the financial capacity to perform all of its obligations under this Agreement.

The Parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement in accordance with Section V.B.3.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO GOVERNMENT ENTITY OR TO ANY OTHER PERSON OR THIRD PARTY, WITH RESPECT TO THE COMMERCIAL CARD PROGRAM OR THE GLOBAL COMMERCIAL CARD PROGRAM PROVIDED BY U.S. BANK OR ITS REPRESENTATIVES OR WITH RESPECT TO SOFTWARE SERVICES PROVIDED OR MADE AVAILABLE TO GOVERNMENT ENTITY OR ANY OTHER PERSON FOR ITS USE BY U.S. BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE THEREUNDER.

F. **Modification or Amendment.** This Agreement shall not be modified or amended except by writing and signed by both Government Entity and U.S. Bank.

G. **Severability.** Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.

H. **Non-Waiver.** The failure of U.S. Bank or Government Entity to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with respect to any other or subsequent breach hereof, nor a waiver by either of U.S. Bank or Government Entity of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.

I. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned by Government Entity or its Affiliates without the prior written approval of U.S. Bank.

J. **Interpretation of this Agreement.** The Parties expressly agree that this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto. Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

K. **Notice and Communication.** Except with respect to notices relating to the status of individual Cards and/or Accounts, all notices, requests and other communications provided for hereunder must be directed to the other Party at the respective addresses set forth below, unless otherwise specified herein, and must be in writing, postage prepaid or hand delivered. Either Party may change its address by written notice to the other Party.

U.S. Bank	Government Entity
U.S. Bank National Association ND Corporate Payment Systems Mail Code EP-MN-L26C 200 South Sixth Street Minneapolis, MN 55402 Attn: CPS Contract Services	DFA - Office of State Procurement 1509 West 7th Street, 3rd Floor Little Rock, AR 72201

L. **Sole Provider.** The Parties acknowledge and agree that U.S. Bank shall be the sole provider to Government Entity of the Card Products and Ancillary Services set forth in Schedule 1.

M. **Commercial Card Program and Card Issuance.** U.S. Bank has approved Government Entity for the Commercial Card Program in the United States and shall provide the products and options indicated in Schedule 1. Government Entity shall designate to U.S. Bank proposed employees who are anticipated to incur expenses on behalf of Government Entity and who are to receive Accounts, with or without Cards, by submitting completed, duly authorized applications, in a format specified by U.S. Bank, and with any applicable consents or authorizations from such Cardholder applicant as may be required herein or in such applications. If an Account is used for Purchases or to obtain cash in a country other than the United States, the Statement shall reflect the conversion into U.S. Dollars of Transactions that occurred in a different currency and an applicable exchange rate for any such conversion.

N. **USA PATRIOT Act.** In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank may require Government Entity, its Affiliates and/or Cardholders to provide their legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to identify each Government Entity, Affiliate and/or Cardholders prior to establishing an Account under or in connection with the Agreement. U.S. Bank reserves the right to require that Government Entity, its Affiliates and/or Cardholders promptly provide to U.S. Bank sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.

O. **Interchange Rate.** U.S. Bank predicates the pricing contained with this Agreement on the industry business model used to regulate interchange rates. Should a material change in the industry business model occur either in the 1) interchange rates (from those rates in effect as of the Commencement Date that is shown in Schedule 1, Section C of this Agreement) or 2) regulation of such interchange rates, U.S. Bank shall have the right to negotiate a new offering with Government Entity. If the Parties cannot reach an agreement on the new offering, either Party may terminate this Agreement upon sixty (60) days prior written notice.

P. **Other Agreements and Regulations.** In addition to this Agreement, the products and services provided to Government Entity are subject to the following additional agreements and/or regulations:

1. **Clearing House Operating Regulations.** Any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (collectively referred to as the **"NACHA Rules"**);
2. **Association Operating Regulations.** Association operating rules and regulations, including, without limitation, Visa USA, Visa International, MasterCard USA, and MasterCard International; and

3. **Cardholder Agreement.** Each Cardholder may receive a Cardholder Agreement that governs the use of the Account. Activation of the Card or Account by the Cardholder and/or use of the Card or Account by the Cardholder constitutes concurrence with the terms and conditions of the Cardholder Agreement.

Q. **Disputes.** All disputes regarding Charges or billings for the U.S. Bank Commercial Card Program shall be communicated in writing through Access Online or by mail within sixty (60) days of statement date to U.S. Bank at the address set forth below:

U.S. Bank P.O. Box 6344 Fargo, ND 58125-6344 U.S.A.

S. **Customer Service.** In the United States, to contact a customer service representative for all Commercial Card Program services, the Government Entity, Government Entity Agencies and Political Subdivisions and Cardholders may call the following telephone numbers for answers to questions about U.S. Bank Accounts, take reports of lost or stolen Cards, compromised Accounts and/or to answer questions about Ancillary Services.

800-344-5696 (Program Services)	24 hours per day / 7 days per week
877-887-9260 (Cardholders, Software Customer Service)	24 hours per day / 7 days per week
877-452-8083(Program Administrator, Software Customer Service)	6:30 a.m.-8:00 p.m., CST Monday-Friday

VI. DEFINITIONS

A. **Definitions.** All capitalized terms used in this Agreement are defined herein and shall have the following meaning:

1. **"Account"** means any account established by U.S. Bank pursuant to this Agreement in the name of Government Entity, Government Entity Agencies or Political Subdivisions and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
2. **"Affiliate"** means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified.
3. **"Ancillary Services"** means any additional services offered in conjunction with an Account, including but not limited to Cash Advances and Convenience Checks.
4. **"Association"** means, collectively, the Persons who govern commercial card issuance, including, without limitation, Visa USA, Inc., Visa International Service Association, Inc., MasterCard USA, and MasterCard International.
5. **"Billing Cycle"** means the period of time from which a Statement is generated until the next Statement is generated.
6. **"Card"** means, in connection with an Account, any commercial charge card issued by U.S. Bank pursuant to this Agreement in the name of Government Entity, its Affiliates, and/or Cardholders.
7. **"Cardholder"** means an individual employee of Government Entity and/or its Affiliates, named as the holder of the Account or using the Account in the name of Government Entity and/or its Affiliates, regardless of whether a physical card is issued in conjunction with the Account.
8. **"Cardholder Agreement"** means the U.S. Bank Cardholder agreement in standard form between U.S. Bank and the Cardholder.
9. **"Card Products"** means the standard U.S. Bank commercial card product offerings, including but not limited to the Purchase Card, Corporate Card, Managed Spend Card, Executive Card and One Card.
10. **"Cash Advance"** means an advance of cash in the form of cash or check that, if permitted according to the terms of this Agreement, is charged to an Account.
11. **"Cash Advance Fee"** means the fee charged by U.S. Bank for a Cash Advance according to the terms of Schedule 1.
12. **"Central Billing Account"** means any Account used for consolidating Transactions from one or more other Accounts for centralized corporate billing purposes. Central Billing Account includes, but is not limited to **"Central Billing Accounts"**, **"Central Travel Accounts" (CTA)** and **"Central Travel System Accounts" (CTS)**.
13. **"Charge"** means any transaction posted to an Account that has a debit value, including without limitation, Purchases, Cash Advances, and Fees.
14. **"Charge-off"** means any amount due and owing that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
15. **"Commercial Card Program"** means the Card Products and Ancillary Services offered by U.S. Bank or a Participating Bank.
16. **"Control"** or **"Controlled"** means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership, membership or other ownership interests, by contract or otherwise) of such Person.
17. **"Convenience Checks"** means the drafts drawn against an Account by the Cardholder for Purchases.
18. **"Credit Limit"** means, with respect to an Account, the maximum amount of Debt that can remain outstanding and unpaid on an Account.

19. **"Credit Line"** means, with respect to all Accounts, the maximum aggregated amount of Debt that can remain outstanding and unpaid on all Accounts belonging to Government Entity.
20. **"Data"** means the information regarding or in connection with Accounts and/or Transactions associated with the Commercial Card Program and/or any such information provided by a Lead and/or Participating Bank associated with the Global Commercial Card Program.
21. **"Debt"** means all amounts charged to an Account including without limitation all amounts related to Charges that are owed to U.S. Bank by Government Entity, Government Entity Agencies and Political Subdivisions, and/or Cardholders.
22. **"Due Date"** means, with respect to a Statement, the date, as measured by the number of days after the Statement Date, for which the payment of Debt that is listed on the Statement is due.
23. **"Fees"** means all fees that are posted to an Account and due and payable to U.S. Bank by Government Entity, Government Entity Agencies and Political Subdivisions, and/or its Cardholders that are associated with any Commercial Card Program and/or Global Commercial Card Program, including but not limited to Cash Advance, Foreign Transaction and Late Fees.
24. **"Foreign Transaction Fee"** means the fee U.S. Bank charges on the amount of any Debt or other Transaction posted to an Account that is not in the same currency in which the Account is billed and which must be converted to the currency used for billing purposes.
25. **"Fraudulent Charges"** mean those Charges which are not initiated, authorized or otherwise requested by Government Entity, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity, its Affiliates, and/or a Cardholder.
26. **"Intellectual Property"** or **"Intellectual Property Rights"** means any patent rights, copyrights, trade secrets, trade names, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
27. **"Late Fee"** means the fees associated with any Debt that remains unpaid to U.S. Bank by Government Entity, Government Entity Agencies and Political Subdivisions, and/or Cardholders after the Due Date on the Statement.
28. **"MasterCard"** means MasterCard® USA, Inc., MasterCard International, and any other MasterCard entity identified in Schedule 1.
29. **"Merchant Category Code"** means the code established by the Associations that identifies and classifies goods or services offered by a merchant. Each merchant designates its Merchant Category Code to the applicable Association.
30. **"Parent"** means any Person that Controls a Party.
31. **"Party"** means any one of U.S. Bank or Government Entity, **"Parties"** means U.S. Bank and Government Entity.
32. **"Past Due Balance"** means, with respect to a Statement, the total amount of any Debt which remains unpaid to U.S. Bank by Government Entity, its Affiliate and/or Cardholder after the Due Date specified on such Statement.
33. **"Person"** means any corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
34. **"Program Administrator"** means the employee designated by Government Entity to serve as the sole point of contact between Government Entity and U.S. Bank and shall be trained and have thorough knowledge of Commercial Card Programs offered by U.S. Bank to Government Entity.
35. **"Purchase"** means a purchase of goods and/or services that is charged to an Account.
36. **"Statement"** means, with respect to one or more accounts, a periodic billing Statement from U.S. Bank listing all Transactions posted to such Accounts.
37. **"Summary Statement"** means, with respect to one or more accounts, a billing Statement that provides only an aggregate amount of all Transactions posted to such Accounts.
38. **"Transaction"** means any activity posted to an Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.
39. **"Visa"** means Visa® USA, Inc., Visa International Service Association, Inc. and any other Visa entity identified in Schedule 1.

VII. **Schedules.** The following schedules are attached to and incorporated into this Agreement:

1. Schedule 1 – Approved Card & Account Products/ Ancillary Services/Fees
2. Schedule 2 – Revenue Sharing Opportunity
3. Schedule 3 – Large Ticket Revenue Sharing Opportunity

VII. AUTHORIZATION AND EXECUTION

A. **Authorization.** Government Entity certifies to U.S. Bank that the person executing this Agreement is authorized by Government Entity in accordance with its organization rules and applicable law to bind Government Entity to the Terms and Conditions of this Agreement, including the authority to incur Debt in the name of Government Entity. Government Entity certifies that the signer's authorization to bind Government Entity and incur Debt in the name of Government Entity is evidenced by the following (please check **only** one (1) of the following boxes):

☑ The signer is an officer of Government Entity and is acting in his or her capacity as an agent of Government Entity. Furthermore, the signer represents and warrants that he or she is duly authorized to enter into transactions of this nature. Government Entity represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Government Entity to be duly bound by this Agreement. (If this box is checked this Agreement must be "Approved as to form" by an attorney for Government Entity. Please see signature section below.)

If the statement above and this Agreement cannot be Approved as to form by an attorney for Government Entity, then the box below must be checked and a Certificate of Authority must be completed and submitted to U.S. Bank with this signed Agreement.

☐ Government Entity has completed the Certificate of Authority. (Please attach the original completed Certificate of Authority.)

B. **Execution.** By signing below, the individual(s) signing this Agreement in his or her capacity as an authorized signing officer of Government Entity and not in his or her personal capacity, certifies and warrants that (1) all action required by Government Entity's organizational documents to authorize the signer(s) to act on behalf of Government Entity in all actions taken under this Agreement, including but not limited to, the authority to incur Debt on behalf of Government Entity, has been taken, (2) each signer is empowered in the name of and on behalf of Government Entity to enter into all transactions contemplated in this Agreement, and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.

C. **Reliance.** Government Entity has read, understood and agrees to all terms and conditions in this Agreement, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth in this Agreement.

D. **Signatures.** In witness whereof, the Parties have, by their authorized representatives, executed this Agreement.

Dated this 12 day of March, 2010	Dated this 22nd day of March, 2010
By Government Entity: State of Arkansas (Entity Name)	**By U.S. Bank:** U.S. Bank National Association ND
(Signature of Authorized Signer)	(Signature of Authorized Signer)
Jane Benton (Printed Name of Authorized Signer)	Robert T. Abele (Printed Name of Authorized Signer)
Administrator, OSP (Printed Title of Authorized Signer)	Executive Vice President (Printed Title of Authorized Signer)

Approved as to Form:

(Signature of Attorney for Government Entity)

(Printed Name of Attorney)

Ray Pierce

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Schedule 1
Approved Card & Account Products/ Ancillary Services/Fees

A. Commercial Cards & Accounts

CARD PRODUCT FEES					
Card Product	Liability Option	Billing Cycle	Payment Due Date	Card Product Fees	
Corporate Cards/Accounts ☒ Yes ☐ No Travel Accident Ins. ☒ Yes ☐ No	Corporate	Monthly	25 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: $500,000.00	0% 2.5% $2.00 $0.00
Purchase Cards/Accounts ☒ Yes ☐ No	Corporate	Monthly	14 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee	1.0% 2.5% $2.00
One Cards ☐ Yes ☒ No Travel Accident Ins. ☐ Yes ☒ No	Corporate	Monthly	14 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: $250,000.00	1.0% 2.5% $2.00 $0.00
Central Billing Accounts [Central Travel Account/Event Planner/Central Relocation] ☒ Yes ☐ No Travel Accident Ins. ☒ Yes ☐ No	Corporate	Monthly	14 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: $500,000.00	0% 2.5% $2.00 $0.00
Managed Spend/Declining Balance Accounts ☒ Yes ☐ No Product or Program Type: ☒ Corporate Card ☐ One Card ☒ Purchase Card Travel Accident Ins. ☒ Yes ☐ No	Corporate	Monthly	Corporate Card: 25 Days Purchase Card and One Card: 14 Days	Corporate Card: Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Purchase Card and One Card: Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: $500,000.00	0% 2.5% $2.00 1.0% 2.5% $2.00 $0.00
Executive Cards ☐ Yes ☒ No	Contingent	Monthly	25 Days	Annual Card Fee: Up to 1% of Cards Issued Over 1% of Cards Issued Travel Accident Insurance: $1,000,000.00 Not Paid by Due Date Not Paid by Each Subsequent Billing Cycle Minimum Late Fee	$0.00 $100.00 $0.00 0% 2.5% $2.00

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Schedule 1
Approved Card & Account Products/ Ancillary Services/Fees

The Following Fees Apply to All Card Products

Annual Card Fee	$ 0.00
Non-Sufficient Funds Fee	$15.00
Statement Copy	$ 5.00
Draft Copy	$ 5.00

B. Ancillary Services and Fees

Ancillary Service	Description	Fee
Convenience Checks ☐ Yes ☒ No Product or Program ☐ Corporate Card ☐ One Card ☐ Purchase Card	Transaction Fee Minimum Fee Returned Check Fee Stop Payment Fee Copy Fee	2.5% $2.00 $15.00 $15.00 $5.00
ATM Access / Cash Advances ☐ Yes ☒ No Product or Program ☐ Corporate Card ☐ One Card ☐ Purchase Card	Transaction Fee Minimum Fee	2.5% $2.00

C. Contract Term

Commencement Date	Base Period
☒ Date of Contract Execution by U.S. Bank ☐ Other Date: _____	Five Years

D. **Foreign Transaction Fees.** U.S. Bank currently assesses a two and one half percent (2.5%) Foreign Transaction Fee but reserves the right to raise the fee with sixty (60) days prior written notice to Government Entity.

E. **Sales Volume Estimates.** Schedule 2 has been prepared by U.S. Bank using the following non-binding sales volume estimates which were provided to U.S. Bank by Government Entity:

1. **Corporate Card**

Year	Estimated Sales Volume
1	$14,500,000.00
2	$15,000,000.00
3	$15,500,000.00
4	$16,000,000.00
5	$16,500,000.00

1. **Purchase Card**

Year	Estimated Sales Volume
1	$45,000,000.00
2	$46,500,000.00
3	$48,600,000.00
4	$51,000,000.00
5	$52,500,000.00

Schedule 2
Revenue Sharing Opportunity

A. Corporate Card Revenue Share.
1. Terminology
   a. **"Account"** means any account number to which Charges and payments may be posted. This includes Corporate Cards, Central Billing Accounts and Managed Spend/Declining Balance Accounts.
   b. **"Agreement Year"** means a twelve (12) month period beginning with the first such period following the Commencement Date of the Agreement.
   c. **"Average Transaction Size"** means the Net Annual Charge Volume divided by the number of purchase transactions during each Agreement Year. A purchase transaction is a debit point of sale purchase transaction.
   d. **"Charge-off"** means any amount due and owing to U.S. Bank or its affiliates by Government Entity that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
   e. **"File Turn Days"** means the number of days from the date U.S. Bank funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates
   f. **"File Turn Days Payment Performance"** means the average speed of repayment of Charges made for each Agreement Year.
   g. **"Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by Government Entity, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity, its Affiliates, and/or a Cardholder.
   h. **"Net Annual Charge Volume"** means all Charges set forth on the Statements furnished for all Accounts, less Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, Charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each Agreement Year.
   i. **"Revenue Share"** means the combination of the Performance Rebate and Volume Rebate.
   j. **"Total Rebate Percentage"** means the sum total of the Performance Rebate Percentage and the Volume Rebate Percentage.
2. **Conditions.** The following conditions apply to all Revenue Share opportunities:
   a. **Timing.** The first Revenue Share payment, if any, shall be made within ninety (90) days after the end the first Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.
   b. **Adjustments.** Any Revenue Share payment made pursuant to the Agreement will be net of accumulated Fraudulent Charges and/or Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated.
   c. **Penalties.** In the event that the Agreement is terminated early by Government Entity without cause or by U.S. Bank with cause, and/or the sole provider provision of this Agreement is violated, in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Government Entity.
   d. **Confidentiality.** Government Entity expressly agrees that the terms and conditions of this Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank's prior written consent, which may be exercised at its sole option.
3. **Minimum Performance Requirements.** No Revenue Share calculation shall be made unless:
   a. The File Turn Days Payment Performance for all Account Statements is equal to or less than forty (40) File Turn Days.
   b. The Net Annual Charge Volume is equal to or greater than eight million U.S. Dollars ($8,000,000.00).
   c. The Average Transaction Size is equal to or greater than one hundred U.S. Dollars ($100.00).
4. **Performance Rebate.** U.S. Bank shall pay to Government Entity a portion of its aggregate Net Annual Charge Volume through a rebate (**"Performance Rebate"**). The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Performance Rebate calculation will be made in accordance with the Table A, below.

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Schedule 2
Revenue Sharing Opportunity

Table A			
File Turn Days	Performance Rebate Percentage	File Turn Days	Performance Rebate Percentage
40	0.0000%	19	0.2100%
39	0.0100%	18	0.2200%
38	0.0200%	17	0.2300%
37	0.0300%	16	0.2400%
36	0.0400%	15	0.2500%
35	0.0500%	14	0.2600%
34	0.0600%	13	0.2700%
33	0.0700%	12	0.2800%
32	0.0800%	11	0.2900%
31	0.0900%	10	0.3000%
30	0.1000%	9	0.3100%
29	0.1100%	8	0.3200%
28	0.1200%	7	0.3300%
27	0.1300%	6	0.3400%
26	0.1400%	5	0.3500%
25	0.1500%	4	0.3600%
24	0.1600%	3	0.3700%
23	0.1700%	2	0.3800%
22	0.1800%	1	0.3900%
21	0.1900%	0	0.4000%
20	0.2000%		

5. **Volume Rebate.** U.S. Bank shall pay to Government Entity a portion of its aggregate Net Annual Charge Volume through a rebate (**"Volume Rebate"**). The Volume Rebate will be based on the Net Annual Charge Volume and the Average Transaction Size. The Volume Rebate calculation will be made in accordance with Table B, below.

Table B									
Net Annual Charge Volume	Average Transaction Size								
	$100.00	$125.00	$150.00	$175.00	$200.00	$225.00	$250.00	$275.00	$300.00
	Volume Rebate Percentage								
$8,000,000.00	-0.2390%	-0.0870%	0.0140%	0.0870%	0.1410%	0.1830%	0.2170%	0.2450%	0.2680%
$9,000,000.00	-0.2180%	-0.0660%	0.0350%	0.1080%	0.1620%	0.2040%	0.2380%	0.2660%	0.2890%
$10,000,000.00	-0.1960%	-0.0440%	0.0570%	0.1300%	0.1840%	0.2260%	0.2600%	0.2880%	0.3110%
$11,000,000.00	-0.1640%	-0.0120%	0.0890%	0.1620%	0.2160%	0.2580%	0.2920%	0.3200%	0.3430%
$12,000,000.00	-0.1330%	0.0190%	0.1200%	0.1930%	0.2470%	0.2890%	0.3230%	0.3510%	0.3740%
$13,000,000.00	-0.1120%	0.0400%	0.1410%	0.2140%	0.2680%	0.3100%	0.3440%	0.3720%	0.3950%
$14,000,000.00	-0.0840%	0.0680%	0.1690%	0.2420%	0.2960%	0.3380%	0.3720%	0.4000%	0.4230%
$15,000,000.00	-0.0820%	0.0700%	0.1710%	0.2440%	0.2980%	0.3400%	0.3740%	0.4020%	0.4250%
$16,000,000.00	-0.0800%	0.0720%	0.1730%	0.2460%	0.3000%	0.3420%	0.3760%	0.4040%	0.4270%
$17,000,000.00	-0.0750%	0.0770%	0.1780%	0.2510%	0.3050%	0.3470%	0.3810%	0.4090%	0.4320%
$18,000,000.00	-0.0700%	0.0820%	0.1830%	0.2560%	0.3100%	0.3520%	0.3860%	0.4140%	0.4370%
$19,000,000.00	-0.0640%	0.0880%	0.1890%	0.2620%	0.3160%	0.3580%	0.3920%	0.4200%	0.4430%
$20,000,000.00	-0.0590%	0.0930%	0.1940%	0.2670%	0.3210%	0.3630%	0.3970%	0.4250%	0.4480%
$22,000,000.00	-0.0540%	0.0980%	0.1990%	0.2720%	0.3260%	0.3680%	0.4020%	0.4300%	0.4530%
$24,000,000.00	-0.0480%	0.1040%	0.2050%	0.2780%	0.3320%	0.3740%	0.4080%	0.4360%	0.4590%
$26,000,000.00	-0.0430%	0.1090%	0.2100%	0.2830%	0.3370%	0.3790%	0.4130%	0.4410%	0.4640%
$28,000,000.00	-0.0370%	0.1150%	0.2160%	0.2890%	0.3430%	0.3850%	0.4190%	0.4470%	0.4700%
$30,000,000.00	-0.0320%	0.1200%	0.2210%	0.2940%	0.3480%	0.3900%	0.4240%	0.4520%	0.4750%

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6. **Revenue Share Calculation.** U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Year to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank will calculate the Net Annual Charge Volume and the Average Transaction Size for the same Agreement Year to find the Volume Rebate Percentage on Table B for the Volume Rebate. Annually, U.S. Bank will multiply the Total Rebate Percentage by the Net Annual Charge Volume for that same Agreement Year. The result will be the gross Revenue Share. U.S. Bank will subtract any Fraudulent Charges and/or Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Revenue Share. The result will be the net Revenue Share. Any Charge-offs and/or Fraudulent Charges in excess of the net Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Agreement, if the net Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank may request, and Government Entity agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Government Entity.

B. Purchase Card Revenue Share.

1. Terminology.
   a. **"Account"** means any account number to which Charges and payments may be posted. This includes Purchase Cards, Central Billing Accounts and Managed Spend/Declining Balance Accounts.
   b. **"Agreement Year"** means a twelve (12) month period beginning with the first such period following the Commencement Date of the Agreement.
   c. **"Charge-off"** means any amount due and owing to U.S. Bank or its Affiliates by Government Entity that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
   d. **"File Turn Days"** means the number of days from the date U.S. Bank funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
   e. **"File Turn Days Payment Performance"** means the average speed of repayment of Charges made for each Agreement Year.
   f. **"Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by Government Entity, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity, its Affiliates, and/or a Cardholder
   g. **"Net Annual Charge Volume"** means all Charges set forth on the Statements furnished for all Accounts, less Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, Charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each Agreement Year.
   h. **"Revenue Share"** means the combination of the Performance Rebate and Volume Rebate.
   i. **"Total Rebate Percentage"** means the sum total of the Performance Rebate Percentage and the Volume Rebate Percentage.
2. **Conditions.** The following conditions apply to all Revenue Share opportunities:
   a. **Timing.**
      (i) **Previous Revenue Share Payment**. U.S. Bank shall pay to Government Entity a pro rata portion of its Performance Rebate and Volume Rebate pursuant to the Performance Volume Rebate Addendum to the U.S. Bank Visa® Purchasing Card Program Agreement dated April 25, 2002 between Government Entity and U.S. Bank and the U.S. Bank Visa® Central Purchasing System Program Agreement dated April 25, 2002 between Government Entity and U.S. Bank, (the "**Previous Revenue Share Addendum**") earned from the beginning of the previous Agreement Year to the Effective Date herein (the "**Previous Revenue Share Payment**"). The Previous Revenue Share Payment, if any, shall be made within ninety (90) days after the Effective Date herein.
      (ii) **This Agreement.** The first Revenue Share payment for this Agreement, if any, shall be made within ninety (90) days after the end of the first (1st) Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.
   b. **Adjustments.** Any Revenue Share payment made pursuant to the Agreement will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the Parties is valid or has been terminated.
   c. **Penalties.** In the event that the Agreement is terminated early by Government Entity without cause or by U.S. Bank with cause, and/or the sole provider provision of this Agreement is violated, in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Government Entity.
   d. **Confidentiality.** Government Entity expressly agrees that the terms and conditions of this Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank's prior written consent, which may be exercised at its sole option.
3. **Minimum Performance Requirements.** No Revenue Share calculation shall be made unless:
   a. The File Turn Days Payment Performance for all Account Statements is equal to or less than twenty nine (29) File Turn Days.
   b. The Net Annual Charge Volume is equal to or greater than thirty million U.S. Dollars ($30,000,000.00).
   c. The Average Transaction Size is equal to or greater than one hundred fifty U.S. Dollars ($150.00).
4. **Performance Rebate.** U.S. Bank shall pay to Government Entity a portion of its aggregate Net Annual Charge Volume through a rebate (**"Performance Rebate"**). The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Performance Rebate calculation will be made in accordance with the Table A, below.

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Schedule 2
Revenue Sharing Opportunity

Table A			
File Turn Days	Performance Rebate Percentage	File Turn Days	Performance Rebate Percentage
29	0.0000%	14	0.1500%
28	0.0100%	13	0.1600%
27	0.0200%	12	0.1700%
26	0.0300%	11	0.1800%
25	0.0400%	10	0.1900%
24	0.0500%	9	0.2000%
23	0.0600%	8	0.2100%
22	0.0700%	7	0.2200%
21	0.0800%	6	0.2300%
20	0.0900%	5	0.2400%
19	0.1000%	4	0.2500%
18	0.1100%	3	0.2600%
17	0.1200%	2	0.2700%
16	0.1300%	1	0.2800%
15	0.1400%	0	0.2900%

Schedule 2
Revenue Sharing Opportunity

5. **Volume Rebate.** U.S. Bank will pay to Government Entity a portion of its aggregate Net Annual Charge Volume through a rebate (**"Volume Rebate"**). The Volume Rebate will be based on the Net Annual Charge Volume and the Average Transaction Size. The Volume Rebate calculation will be made in accordance with Table B, below.

Table B

Net Annual Charge Volume	Average Transaction Size														
	$150.00	$175.00	$200.00	$225.00	$250.00	$275.00	$300.00	$325.00	$350.00	$375.00	$400.00	$425.00	$450.00	$475.00	$500.00
	Volume Rebate Percentage														
$30,000,000.00	1.1650%	1.2380%	1.2920%	1.3340%	1.3680%	1.3960%	1.4190%	1.4380%	1.4550%	1.4690%	1.4820%	1.4930%	1.5030%	1.5120%	1.5200%
$35,000,000.00	1.1945%	1.2675%	1.3215%	1.3635%	1.3975%	1.4255%	1.4485%	1.4675%	1.4845%	1.4985%	1.5115%	1.5225%	1.5325%	1.5415%	1.5495%
$40,000,000.00	1.2065%	1.2795%	1.3335%	1.3755%	1.4095%	1.4375%	1.4605%	1.4795%	1.4965%	1.5105%	1.5235%	1.5345%	1.5445%	1.5535%	1.5615%
$45,000,000.00	1.2075%	1.2805%	1.3345%	1.3765%	1.4105%	1.4385%	1.4615%	1.4805%	1.4975%	1.5115%	1.5245%	1.5355%	1.5455%	1.5545%	1.5625%
$50,000,000.00	1.2095%	1.2825%	1.3365%	1.3785%	1.4125%	1.4405%	1.4635%	1.4825%	1.4995%	1.5135%	1.5265%	1.5375%	1.5475%	1.5565%	1.5645%
$55,000,000.00	1.2125%	1.2855%	1.3395%	1.3815%	1.4155%	1.4435%	1.4665%	1.4855%	1.5025%	1.5165%	1.5295%	1.5405%	1.5505%	1.5595%	1.5675%
$60,000,000.00	1.2190%	1.2920%	1.3460%	1.3880%	1.4220%	1.4500%	1.4730%	1.4920%	1.5090%	1.5230%	1.5360%	1.5470%	1.5570%	1.5660%	1.5740%
$65,000,000.00	1.2210%	1.2940%	1.3480%	1.3900%	1.4240%	1.4520%	1.4750%	1.4940%	1.5110%	1.5250%	1.5380%	1.5490%	1.5590%	1.5680%	1.5760%
$70,000,000.00	1.2240%	1.2970%	1.3510%	1.3930%	1.4270%	1.4550%	1.4780%	1.4970%	1.5140%	1.5280%	1.5410%	1.5520%	1.5620%	1.5710%	1.5790%
$75,000,000.00	1.2270%	1.3000%	1.3540%	1.3960%	1.4300%	1.4580%	1.4810%	1.5000%	1.5170%	1.5310%	1.5440%	1.5550%	1.5650%	1.5740%	1.5820%

6. **Revenue Share Calculation.** U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Year to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank will calculate the Net Annual Charge Volume and the Average Transaction Size for the same Agreement Year to find the Volume Rebate Percentage on Table B for the Volume Rebate. Annually, U.S. Bank will multiply the Total Rebate Percentage by the Net Annual Charge Volume for that same Agreement Year. The result will be the gross Revenue Share. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Revenue Share. The result will be the net Revenue Share. Any Charge-offs in excess of the net Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Agreement, if the net Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank may request, and Government Entity agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Government Entity.

Schedule 3
Large Ticket Revenue Sharing Opportunity

Confidential

A. Purchase Card Large Ticket Revenue Share.
   1. Terminology.
      a. **"Account"** means any account number to which Charges and payments may be posted. This includes Purchase Cards.
      b. **"Agreement Year"** means a twelve (12) month period beginning with the first such period following the Commencement Date of the Agreement.
      c. **"Charge-off"** means any amount due and owing to U.S. Bank or its Affiliates by Government Entity that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
      d. **"File Turn Days"** means the number of days from the date U.S. Bank funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
      e. **"File Turn Days Payment Performance"** means the average speed of repayment of Charges made for each Agreement Year.
      f. **"Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by Government Entity, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity, its Affiliates, and/or a Cardholder.
      g. **"Large Ticket Average Transaction Size"** means the Large Ticket Volume divided by the number of large ticket purchase transactions during each Agreement Year. A purchase transaction is a debit point of sale purchase transaction.
      h. **"Large Ticket Volume"** means only those Charges which Visa has determined qualify for large ticket interchange rates and which are processed by Visa using large ticket interchange rates, less credits, for each Agreement Year. To qualify for large ticket interchange rates, (1) the transaction must be over a specified U.S. Dollar amount as agreed to by Visa and each merchant, (2) the transaction must pass through Visa with associated transactional data as agreed to by Visa and each merchant, and (3) the merchant must be signed up as a participant through their Acquirer in the large ticket program offered by Visa. All other Charges and all amounts related to Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks and Charge-offs are excluded from Large Ticket Volume.
      i. **"Large Ticket Revenue Share"** means the combination of the Large Ticket Performance Rebate and the Large Ticket Transaction Size Rebate.
      j. **"Total Large Ticket Rebate Percentage"** means the sum total of the Large Ticket Performance Rebate Percentage and the Large Ticket Transaction Size Rebate Percentage.
   2. **Conditions.** The following conditions apply to all Large Ticket Revenue Share opportunities:
      a. **Timing.** The first Large Ticket Revenue Share payment, if any, shall be made within ninety (90) days after the end of the first (1st) Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Large Ticket Revenue Share payment date falls on a non-business day, Large Ticket Revenue Share payments due shall be made on the next business day.
      b. **Adjustments.** Any Large Ticket Revenue Share payment made pursuant to this Agreement will be net of accumulated Fraudulent Charges and/or Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated.
      c. **Penalties.** In the event that the Agreement is terminated early by Customer without cause or by U.S. Bank with cause, and/or the sole provider provision of this U.S. Country Addendum is violated, in addition to any other remedies available to U.S. Bank, this Large Ticket Revenue Share opportunity shall immediately terminate and no Large Ticket Revenue Share shall be paid to Government Entity.
      d. **Confidentiality.** Government Entity expressly agrees that the terms and conditions of this Large Ticket Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank's prior written consent, which may be exercised at its sole option.
   3. **Minimum Performance Requirements.** No Large Ticket Revenue Share calculation shall be made unless the File Turn Days Payment Performance for all Account Statements is equal to or less than twenty nine (29) File Turn Days.

4. **Large Ticket Performance Rebate.** U.S. Bank shall pay to Government Entity a portion of its aggregate Large Ticket Volume through a rebate (**"Large Ticket Performance Rebate"**). The Large Ticket Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Large Ticket Performance Rebate calculation will be made in accordance with the Table A, below.

Table A	
File Turn Days	Large Ticket Performance Rebate Percentage
29	0.0000%
28	0.0100%
27	0.0200%
26	0.0300%
25	0.0400%
24	0.0500%
23	0.0600%
22	0.0700%
21	0.0800%
20	0.0900%
19	0.1000%
18	0.1100%
17	0.1200%
16	0.1300%
15	0.1400%
14	0.1500%
13	0.1600%
12	0.1700%
11	0.1800%
10	0.1900%
9	0.2000%
8	0.2100%
7	0.2200%
6	0.2300%
5	0.2400%
4	0.2500%
3	0.2600%
2	0.2700%
1	0.2800%
0	0.2900%

5. **Large Ticket Transaction Size Rebate.** U.S. Bank shall pay to Government Entity a portion of its aggregate Large Ticket Volume through a rebate (**"Large Ticket Transaction Size Rebate"**). The Large Ticket Transaction Size Rebate will be based on the Large Ticket Average Transaction Size. The Large Ticket Transaction Size Rebate calculation will be made in accordance with Table B, below.

Table B	
Large Ticket Average Transaction Size	**Large Ticket Transaction Size Rebate Percentage**
$0.01 - $10,000.00	0.5000%
$10,000.01 - $25,000.00	0.2500%
$25,000.01 - $75,000.00	0.1700%
$75,000.01 - $250,000.00	0.1400%
$250,000.01 - $750,000.00	0.1200%
$750,000.01 - $2,000,000.00	0.1100%
Greater than $2,000,000.00	0.1000%

6. **Large Ticket Revenue Share Calculation.** U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Year to find the Large Ticket Performance Rebate Percentage on Table A for the Large Ticket Performance Rebate. U.S. Bank will calculate the Large Ticket Average Transaction Size for the same Agreement Year to find the Large Ticket Transaction Size Rebate Percentage on Table B for the Large Ticket Transaction Size Rebate. Annually, U.S. Bank will multiply the Total Large Ticket Rebate Percentage by the Large Ticket Volume for that same Agreement Year. The result will be the gross Large Ticket Revenue Share. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Large Ticket Revenue Share. The result will be the net Large Ticket Revenue Share. Any Charge-offs in excess of the net Large Ticket Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Agreement, if the net Large Ticket Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank may request, and Government Entity agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Government Entity.

EXHIBIT 1

GOVERNMENT ENTITY AGENCY ADDENDUM

PARTICIPANTS

This Government Entity Agency Addendum (**"Government Entity Agency Addendum"**) modifies this Agreement dated _____, 2010 (the **"Agreement"**) to allow the Government Entity departments and agencies attached hereto on Schedule A to participate under the Agreement:

Government Entity acknowledges responsibility for ensuring that all Government Entity Agencies listed comply with the terms of the Agreement and that Government Entity will be liable for any Debt incurred by the Government Entity Agencies.

SCHEDULE A

to Government Entity Agency Addendum

Government Entity departments and agencies that are permitted by the Government Entity to participate under the Agreement

Agency #	Organization Name
0002	House of Representatives
0005	Arkansas Senate
0009	Legislative Joint Audit Committee
0011	Bureau of Legislative Research
0012	Bureau of Legislative Research - Disbursing Officer
0015	Joint Interim Committee on Legislative Facilities
0018	Arkansas Court of Appeals
0023	Administrative Office of the Courts
0028	Prosecutor Coordinator's Office
0032	Supreme Court of Arkansas
0034	Governor's Office-c/o Admin Services
0051	Lieutenant Governor's Office
0053	Attorney General's Office
0059	Auditor of State's Office
0061	Land Commissioner's Office
0063	Secretary of State's Office
0069	State Treasurer's Office
0072	Board of Finance
0074	County Aid
0076	Municipal Aid
0080	Game & Fish Commission
0085	Arkansas Scholarship Lottery Commission
0090	State Highway & Transportation
0200	Abstractor's Board of Examiners
0203	Board of Accountancy
0204	Alcoholism/Drug Abuse Counselors Examiners
0205	Appraiser Licensing & Certification Bd.
0206	Board of Architects
0208	State Board of Athletic Training
0209	State Athletic Commission
0210	Auctioneer's Licensing Board
0211	Professional Bail Bondsman Lic.Bd.
0212	Barber Examiners Board
0215	Burial Association Board
0216	Private Career Education Bd.

0218	Cemetery Board-c/o Securities Division
0220	Child Abuse & Neglect Prev. Bd.
0221	Collection Agencies Board
0224	Contractors Licensing Board
0228	Examiners in Counseling Board
0229	Fair Housing Commission
0232	Election Commissioners Board
0233	Embalmers & Funeral Directors Bd.
0236	Professional Engineers & Land Surveyors Bd.
0238	Arkansas Ethics Commission
0239	Foresters Registration Board
0240	Geologists Registration Board
0241	Judicial Discipline & Disability Cmsn.
0245	Massage Therapy Board
0246	Physical Therapy Board
0248	Real Estate Commission
0250	Rural Services Dept.
0251	Sanitarians Board
0254	Social Work Licensing Board
0255	Arkansas Home Inspector Registration Board
0257	Soil Classifiers Registration Board
0258	Towing & Recovery Board
0261	Tobacco Control Board
0263	Fire Protection Licensing Board
0264	Workforce Investment Bd.
0265	Chiropractic Examiners Board
0268	Dental Examiners Board
0270	Dietetics' Licensing Board
0271	Hearing Instrument Dispensers Bd.
0274	State Medical Board
0275	Arkansas Board of Health Education
0277	Nursing Board
0279	Dispensing Opticians Board
0280	Optometry Board
0283	Pharmacy Board
0286	Podiatric Medicine Board
0289	Examiners in Psychology Board
0290	Acupuncture & Related Techniques Bd.
0292	Speech Pathology & Audiology Examiners Bd.
0295	Spinal Cord Commission
0298	Veterinary Medical Examining Bd.
0302	Beef Council

0304	Corn & Grain Sorghum Prom. Bd.
0305	Manufactured Homes Commission
0311	Disability Det. For Social Security
0314	c/o DFA-Administrative Services
0315	Capitol Zoning District Cmsn.
0317	Catfish Promotion Board
0318	Martin Luther King Jr. Commission
0319	Minority Health Commission
0320	Motor Vehicle Commission
0323	Post Prison Transfer Board
0324	Public Defender Commission
0326	Rice Research & Promotion Board
0327	Science & Technology Authority
0328	Sentencing Commission
0329	Soybean Board
0334	Arkansas Tobacco Settlement Commission
0338	War Memorial Stadium Commission
0341	Waterways Commission
0344	Wheat Promotion Board
0347	Student Loan Authority
0350	State Building Services
0360	Claims Commission
0365	Disabled Veterans Service Office
0370	Public Employees Retirement System
0375	Arkansas Teacher Retirement System
0375	Arkansas Teacher Retirement System
0375	Teacher Retirement System
0380	Veteran's Child Welfare Service
0385	Dept. of Veterans Affairs
0390	Worker's Compensation Commission
0395	Development Finance Authority
0400	Arkansas Agriculture Department
0402	Department of Aeronautics
0405	Bank Department
0410	Securities Department
0415	Forestry Commission
0420	Geological Commission
0425	Insurance Department
0430	Liquefied Petroleum Gas Board
0440	Oil & Gas Commission
0445	Plant Board
0450	Public Service Comm. - Tax Division

0450	Public Service Commission
0455	Soil & Water Conservation Commission
0470	Dept. of Information Systems
0472	Arkansas Geographic Information Office
0480	Department of Correction
0485	Dept. of Community Correction
0490	Assessment Coordination Dept.
0500	Dept. of Education
0510	School for the Blind
0513	School for the Deaf
0516	Educational Television Commission
0519	Arkansas State Library
0520	Rehabilitation Services
0590	Department of Career Education
0534	Crowley's Ridge Technical Institute
0552	Northwest Technical Institute
0582	Riverside Vo-Tech School
0610	Dept. of Finance & Administration
0611	Alcoholic Beverage Control-Admin.
0612	Alcoholic Beverage Control-Enforcement
0620	DFA - Disbursing Officer
0630	Dept. of Finance & Admin. - Revenue
0631	Arkansas Racing Commission
0634	DFA - Office of Child Support Enf.
0645	Department of Health
0665	Health Services Permit Agency
0675	Black River Technical College
0677	Cossatot Cmty College of the U of A
0685	Ouachita Technical College
0687	Ozarka College
0689	U of A Cmty College - Morrilton
0691	Southeast Arkansas College
0693	Pulaski Technical College
0700	Department of Higher Education
0710	Dept. of Human Services
0790	Dept. of Economic Development
0800	Department of Labor
0810	Employment Security Dept.
0865	Dept. of Arkansas Heritage
0867	DAH - Delta Cultural Center
0870	DAH - Arkansas Arts Council
0873	DAH - Mosaic Templars Cultural Center

0875	DAH - Old State House Commission
0877	DAH - Historic Preservation
0880	DAH - Natural Heritage Commission'
0885	DAH - Historic Arkansas Museum Commission
0887	DAH - Natural & Cultural Resources Council
0900	Dept. of Parks & Tourism
0915	Parks & Tourism-History Comm.
0930	Department of Environmental Quality
0950	Law Enforcement Standards & Trng.
0955	State Crime Laboratory
0960	Arkansas State Police
0975	Military Department
0990	Crime Information Center
0995	Dept. of Emergency Management

EXHIBIT 2

POLITICAL SUBDIVISION ADDENDUM

This Political Subdivision Addendum constitutes an addendum to and modification of the U.S. Bank Commercial Card Master Agreement (**"Agreement"**), dated between the Government Entity of the State of Arkansas (the **"Government Entity"**) and U.S. Bank National Association ND (**"U.S. Bank"**). This Political Subdivision Addendum is entered into by and between U.S. Bank and the Political Subdivision identified herein, as those terms are defined in the Agreement. This Political Subdivision Addendum shall become effective upon signing by or on the behalf of U.S. Bank (**"Effective Date"**) and supersedes any previous and like addenda with the Political Subdivision.

RECITALS

A. The Government Entity has entered into the Agreement for the purpose of making available a Corporate Card, Purchase Card or One Card Program as described in the Agreement (**"Card Program"**) for use by Political Subdivisions;

B. The Government Entity is willing to permit Political Subdivisions to participate in the Card Program provided that Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of the Agreement as if Political Subdivision was the entity signing the Agreement as the Government Entity. The Government Entity shall not bear liability or responsibility for Political Subdivision under the Agreement or this Political Subdivision Addendum; and

C. Political Subdivision has received a copy of the Agreement from the Government Entity, and after a thorough review of the Agreement, desires to participate as a Political Subdivision under this Agreement. Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of this Political Subdivision Addendum as well as the Agreement as if Political Subdivision was the entity signing the Agreement as the Government Entity, but Political Subdivision shall not be liable for the acts and omissions of the Government Entity under the Agreement or this Political Subdivision Addendum.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Agreement, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all parties agree as follows:

1. Capitalized terms used in this Political Subdivision Addendum and not otherwise defined in this Political Subdivision Addendum are used with the same respective meanings attributed thereto in the Agreement.

2. Political Subdivision agrees to accept and perform all duties, responsibilities and obligations required of the Government Entity as set forth in the Agreement. Cards shall be issued to designated employees of Political Subdivision upon execution of this Political Subdivision Addendum by Political Subdivision and U.S. Bank.

3. In order to determine credit qualifications for the Political Subdivision, the Political Subdivision shall provide U.S. Bank with the last three (3) years of audited financial statements with this signed Political Subdivision Addendum. The Political Subdivision shall provide to U.S. Bank annual financial statements thereafter. U.S. Bank will review the financial statements and notify the Political Subdivision of the approval or decline of its credit qualification. If such financial statements can be independently obtained by U.S. Bank, the Political Subdivision will not be required to provide such financial statements.

4. Political Subdivision shall make payment to U.S. Bank for all Debt incurred by Political Subdivision, its Cardholders and Accountholders as provided in the Agreement. **"Debt"** means all amounts charged to a card and/or account including without limitation all amounts related to purchases, fees and other Charges that are owed to U.S. Bank by Political Subdivision, its Cardholders and Accountholders.

5. Political Subdivision declares that cards shall be used for official Political Subdivision purchases only, and shall not be used for individual, consumer purchases or to incur consumer debt. Political Subdivision warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Political Subdivision Addendum.

6. The representations, warranties and recitals of Political Subdivision set forth in this Political Subdivision Addendum and the Agreement constitute valid, binding and enforceable agreements of Political Subdivision. All extensions of credit made pursuant to this Political Subdivision Addendum and the Agreement to Political Subdivision will be valid and enforceable obligations of Political Subdivision and Political Subdivision shall pay to U.S. Bank all Debts incurred by Political Subdivision in accordance with the terms of the Agreement and this Political Subdivision Addendum. The execution of this Political Subdivision Addendum and the performance of the obligations hereunder and under the Agreement are within the power of Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any agreement to which Political Subdivision is a party or is bound.

7. The notice address for Political Subdivision is:

   Political Subdivision:

   _____

   _____

   _____

   _____

   Attn: _____

8. Authorization and Execution. Political Subdivision represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Political Subdivision to be duly bound by this Political Subdivision Addendum. This Political Subdivision Addendum requires approval as to form by the Attorney for the Political Subdivision. If this Political Subdivision Addendum is not approved as to form by the Attorney for the Political Subdivision, the completion of a Certificate of Authority is required and must accompany this Political Subdivision Addendum.

In witness whereof, the parties have, by their duly authorized representatives, executed this Political Subdivision Addendum.

Dated this ____ day of _____, 20___ by:	Dated this ____ day of _____, 20___ by:
_____	U.S. Bank National Association ND
Legal Name of Political Subdivision	
_____	_____
(Signature of Authorized Individual)	(Signature of Authorized Individual)
_____	Jeffrey A Rankin
(Printed Name of Authorized Individual)	(Printed Name of Authorized Individual)
_____	Senior Vice President
(Printed Title of Authorized Individual)	(Printed Title of Authorized Individual)

Approved as to form:

_____
(Signature of Attorney for Political Subdivision)

_____
(Printed Name of Attorney)

CERTIFICATE OF AUTHORITY

1. **Organizational Information.** This Certificate of Authority has been completed on behalf of the following Political Subdivision (the **"Political Subdivision"**):

   Political Subdivision Name: _____

   Federal Tax Identification Number: _____

2. **Authorized Persons.** In accordance with the governance rules relating to the Political Subdivision, the following individuals (the **"Authorized Person(s)"**) are authorized, on behalf of the Political Subdivision, to execute and deliver to U.S. Bank National Association ND (**"U.S. Bank"**) and/or its affiliates the applicable card program agreement(s), any applicable addenda and/or amendments thereto and any other documents or writings required by U.S. Bank (collectively, the **"Documents"**) for the purpose of establishing one (1) or more card programs, extending credit and providing related services to the Political Subdivision with U.S. Bank in the United States (collectively, the **"Services"**):

Name	Title	Signature

3. **Execution Requirements.** The governance rules relating to the Political Subdivision require the following number of Authorized Persons to sign the Documents for the Services (choose only one):

   ☐ One (1) Authorized Person
   ☐ Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of the Political Subdivision and not in his or her personal capacity, certifies and warrants that (a) all action required by Political Subdivision's organizational documents to authorize the signer(s) to act on behalf of the Political Subdivision in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of the Political Subdivision, has been taken, (b) each signer is empowered in the name of and on behalf of the Political Subdivision to enter into all transactions and Services contemplated in the Documents and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the _____ and I am acting in my official capacity as an authorized officer who has been given the authority by the Political Subdivision to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Political Subdivision to execute and deliver to U.S. Bank, on behalf of the Political Subdivision, and to bind the Political Subdivision under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

_____
⇑ Printed Name of the of the Political Subdivision ⇑

_____
⇑ Signature of the of the Political Subdivision ⇑ Date
(**Cannot** be an Authorized Person listed in Section 2)

I certify that I am an officer of the Political Subdivision, and as such, I certify that the above-named _____ is acting in such capacity on behalf of the Political Subdivision, the signature below is my genuine signature and the signature above is the genuine signature of such _____.

_____
⇑ Printed Name & Title of Individual Signing Below ⇑

_____
⇑ Signature ⇑ Attested by One (1) Other Individual of the Political Subdivision Date
(**Cannot** be an Authorized Person listed in Section 2)

SIGNING INSTRUCTIONS

FOR

CERTIFICATE OF AUTHORITY

Note that three different individuals must sign and date this document.

SECTION 1 Political Subdivision Information

Enter the Political Subdivision name and the tax ID number on the document.

Note that the legal name of the Political Subdivision is required. The legal name is usually the name on the Political Subdivision financial statements.

SECTION 2 Authorized Persons

The individual who signed the Card Agreement must complete and sign Section 2.

SECTION 3 Execution Requirement

Check *only one* box in Section 3 to indicate how many individuals (either 1 or 2) at your Political Subdivision are required to sign legal documents on behalf of the organization

SECTION 4 Execution

No action required.

SECTION 5 Certification

Two individuals must each sign and date this section and insert their names and titles.
The individual(s) who signed Section 2 cannot sign this section or this document is invalid.

The Secretary or Assistant Secretary of the Political Subdivision is required to sign this section attesting to the signatures in Section 2 *and* one other officer of the Political Subdivision must sign as well below the signature of the Secretary or Asst. Secretary *attesting to the signature of the Secretary or Asst. Secretary.*

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH WEBSTER UNIVERSITY FOR SPACE ON THE LOWER LEVEL OF THE CONVENTION CENTER ANNEX

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

The Mayor is authorized to execute the attached lease with Webster University for a portion of the lower level of the Convention Center Annex, located at 801 Carnall Avenue, Fort Smith, AR 72901. The space to be leased shall be used as offices and classrooms for the Fort Smith Campus of Webster University for the period of June 1st, 2016 through May 31st, 2017.

THIS RESOLUTION ADOPTED this _____ day of May, 2016.

APPROVED:

_____

Mayor

ATTEST:

_____

City Clerk

Approved as to form:

_____

No Publication Required

Lease Agreement

This Lease Agreement executed on this _____ day of May, 2016, between the City of Fort Smith, Arkansas, LESSOR, and Webster University, 470 East Lockwood Avenue, St. Louis, MO 63119-3194, LESSEE, witness:

1. The primary term of this Agreement shall be for a period of one (1) year, commencing effective June 1st, 2016, and continuing through May 31st, 2017.

2. The LESSOR hereby leases to the LESSEE, at the rental rate of $2,070.00 per month, the following property of the City of Fort Smith, Arkansas: a portion of the lower level of the Convention Center Annex, located at 801 Carnall Ave, Fort Smith, AR 72901.

3. The LESSEE shall use said premises solely for offices and classrooms of Webster University – Fort Smith Campus.

4. The LESSOR agrees to provide space for two classrooms and a computer lab. LESSOR shall provide all utilities, excepting telephone and Internet services, and shall include janitorial services in the price of the lease. LESSEE will provide and pay for its own telephone and Internet service. LESSEE shall obtain the prior written approval of the City Administrator for all installations of fixtures and all interior or exterior modifications to the premises. LESSEE shall, at its expense, maintain the center in good and reasonable repair, ordinary wear and tear excepted.

5. The LESSEE hereby releases the City of Fort Smith from all liability which might arise out of its use of the said premises and hereby agrees to indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on the civil rights and anti-discrimination statutes of the United States and the State of Arkansas), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City property, and the cost of liabilities (including the City's cost with respect to its employees and of defending any and all such actions and proceedings described herein)) arising out of or pertaining to the providing of services hereunder by the LESSEE.

6. The LESSEE shall not sub-lease said property without the prior express written permission of the City Administrator.

7. It is agreed by the LESSEE that the LESSOR shall have the right, at all reasonable times, to inspect the facilities and programs being provided by the LESSEE under this Agreement. After inspection or investigation, the LESSOR shall have the right to notify the LESSEE, in writing, of any deficiencies in the program and/or facilities provided under this Agreement, and, if such deficiencies are not cured to LESSOR's sole satisfaction within thirty (30) calendar days from the date of such written notice, LESSOR shall have the absolute right to terminate this Agreement immediately.

Furthermore, the LESSOR in its sole discretion shall have the right to cancel this Agreement upon the happening of any of the following:

a. Any substantial damage to or destruction of the leased facilities by fire, wind, or other casualty; or

b. A determination by the Board of Directors of the City of Fort Smith that the purpose for which the facility was provided by LESSOR is no longer being adhered to; or

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

Termination of cancellation of this Agreement by the LESSOR prior to the end of the term of the Agreement shall require the approval of the Board of Directors of the City of Fort Smith.

8. The LESSEE may cancel this Agreement upon thirty (30) days written notice to LESSOR.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date first set forth above.

WESTER UNIVERSITY

By: _____

Title: _____

CITY OF FORT SMITH, ARKANSAS

_____

Sandy Sanders, Mayor

8I

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF FORT SMITH, ARKANSAS AND THE FORT CHAFFEE REDEVELOPMENT AUTHORITY TO JOINTLY DESIGN, CONSTRUCT AND FUND THE TRAILS AT CHAFFEE CROSSING

_____

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 Agreement for Development and Construction of Public Trails with Fort Chaffee Redevelopment Authority providing for the sharing of costs for the design and construction of trails at Chaffee Crossing.

Section 2: The agreement authorized in Section 1 above stipulates that the cost of the trails will be shared by both parties as set forth in the briefing report dated May 13, 2016, a copy of which is attached hereto.

This Resolution passed this _____ day of May, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____npr

PARKS RECREATION
FORT SMITH

Memo:

May 13, 2016

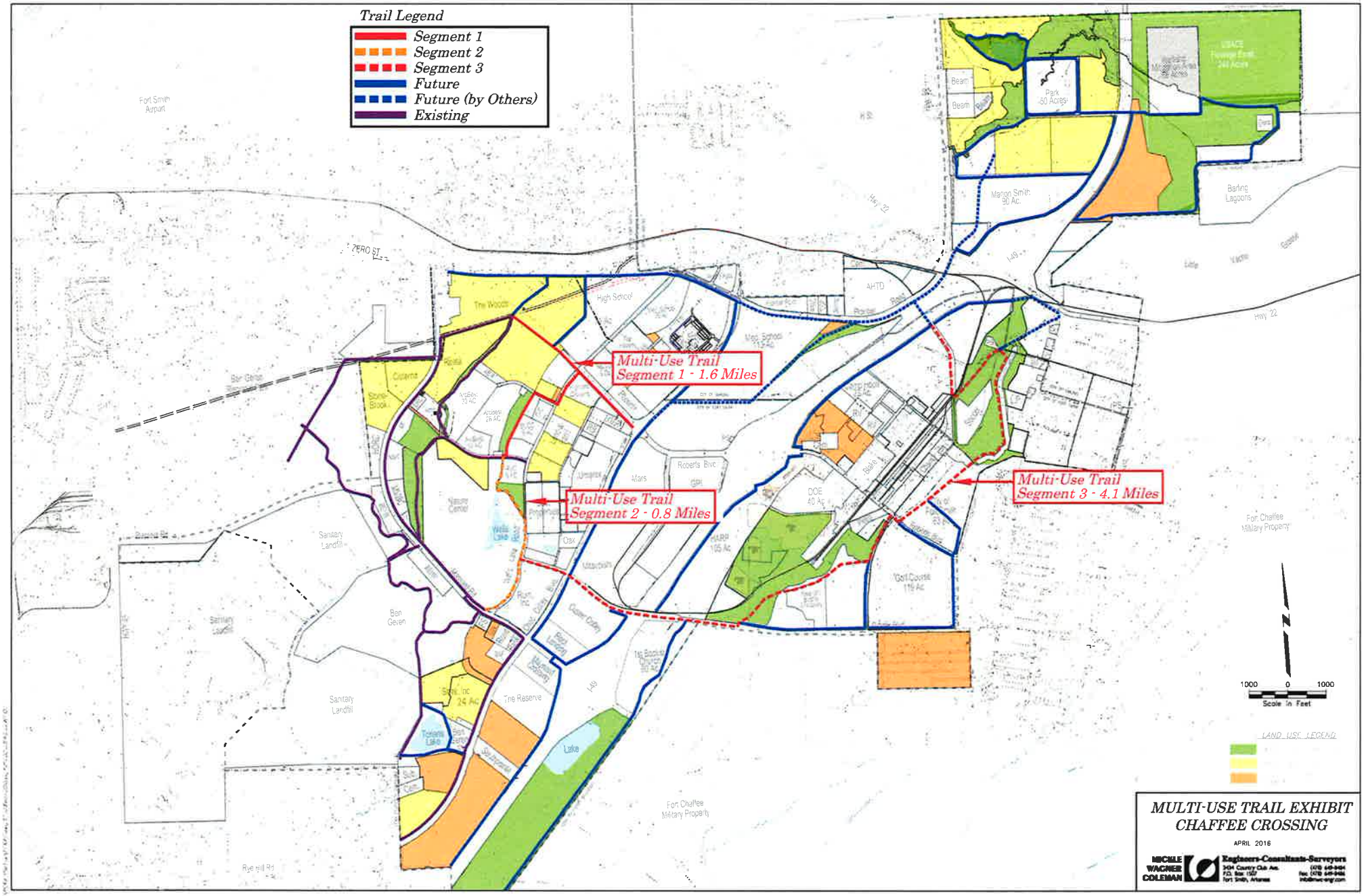
To: Carl Geffken, City Administrator
From: Doug Reinert, Director of Parks and Recreation DSR
Re: Cost Share Agreement with the Fort Chaffee Redevelopment Authority for the Development and Construction of Trails

The above referenced cost share agreement is for the design and construction of a new trail system to serve the public as a recreational opportunity and alternate transportation corridor that navigates around Chaffee Crossing and connects into the Fort Smith Trails and Greenways Master Plan. The construction will take place over a period of years with the project broken down into segments.

Segment I and Segment II total 2.4 miles and the total length of proposed trails is approximately 6 miles. The agreement says that FCRA agrees to equally share the responsibility of paying the trail expenses with the City, up to $500,000 for FCRA's half for each segment. Any grant funds received for that segment would be applied equally to the City's and FCRA's share of the cost for that particular segment thus reducing the total cost. Any remaining FCRA funds from each segment will be applied toward future trail segments at Chaffee Crossing.

The trails at Chaffee Crossing are in alignment with the goals of the Comprehensive Plan action TI-1.5.1, TI-1.6.1, TI-3.1, TI-3.2 and TI-3.3. Attached hereto is a resolution which authorizes the Mayor to execute the cost sharing agreement for this project. I recommend that the resolution be adopted by the Board of Directors at the next regular meeting. Should you have any questions or need additional information please feel free to contact me.

attachments


Trail Legend
Segment 1
Segment 2
Segment 3
Future
Future (by Others)
Existing
Multi-Use Trail
Segment 1 - 1.6 Miles
Multi-Use Trail
Segment 2 - 0.8 Miles
Multi-Use Trail
Segment 3 - 4.1 Miles
Fort Smith Airport
Sanitary Landfill
Ben Geren
Roberts Blvd
Mars
High School
Park
50 Acres
Barling Lagoons
Fort Chaffee Military Property
Golf Course
Lake
1000 0 1000
Scale In Feet
LAND USE LEGEND
MULTI-USE TRAIL EXHIBIT
CHAFFEE CROSSING
APRIL 2016
MICKLE WAGNER COLEMAN
Engineers-Consultants-Surveyors

8J

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MICKLE WAGNER COLEMAN, INC. FOR THE DESIGN OF SEGMENT ONE AND TWO OF THE TRAILS AT CHAFFEE CROSSING

_____

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

The Mayor is hereby authorized to execute an agreement for professional services with Mickle Wagner Coleman, Inc. for the design of Segment One and Two of the trails at Chaffee Crossing for an amount not to exceed $79,090.00.

This Resolution adopted this _____ day of May, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____npr

PARKS RECREATION
FORT SMITH

Memo:

May 13, 2016

To: Carl Geffken, City Administrator
From: Doug Reinert, Director of Parks and Recreation DSR
Re: Proposal from Mickle Wagner Coleman for Chaffee Crossing Trails Segments I and II

Chaffee Crossing Trails was ranked as a top priority when ranking the trail system. Segment I and Segment II total 2.4 miles and the total length of proposed trails is approximately 6 miles. Mickle Wagner Coleman, Inc. has been selected for this project due to their experience in park facilities design and construction, their knowledge of the Trails and Greenways Master Plan and development at Chaffee Crossing.

The attached proposal is for the total design cost for Segments I and II and is for $79,090.00 which will be cost shared with Fort Chaffee Redevelopment Authority leaving $39,545.00 as the City of Fort Smith's obligation. This investment supports the strategic direction of the Parks and Recreation Commission and the Capital Improvement Plan adopted by the governing body. As the construction of the trail systems continues, the optimistic intent will help drive growth, create new recreational opportunities and influence alternative, safe transportation routes.

The trails at Chaffee Crossing are in alignment with the goals of the Comprehensive Plan action TI-1.5.1, TI-1.6.1, TI-3.1, TI-3.2 and TI-3.3. Attached hereto is a resolution which authorizes the Mayor to execute the cost sharing agreement for this project. I recommend that the resolution be adopted by the Board of Directors at the next regular meeting. Should you have any questions or need additional information please feel free to contact me.

attachments

MICKLE WAGNER COLEMAN
ENGINEERS-SURVEYORS

Patrick J. Mickle, P.E.
Neal B. Wagner, PLS
Randell C. Coleman, P.E.
Andrew J. Dibble, P.E.

May 11, 2016

Mr. Doug Reinert
City of Fort Smith Parks Department
3301 South M Street
Fort Smith, Arkansas 72903

Re: City of Fort Smith Trails Design
Civil Design proposal for Segments One & Two
of FCRA System

Dear Mr. Reinert:

Please find included herein our proposal and support documents for civil design of Segments One and Two (2.4 miles) of the proposed 6 mile trail system at FCRA. As noted on the proposal, we have indicated our plan to evaluate the 4 mile balance of the 6 mile project in a second proposal whereby we would better study and define the route. We feel this approach is prudent, as it will allow us to define the route to minimize potential expensive bridges and also define future easements at FCRA. The latter is important so that easements could be determined and acquired early such that any upcoming development at FCRA will not interfere with the trail routes.

Please review this proposal and supporting documents and let us know if you have any further questions.

Sincerely,

Randell Coleman

Randell C. Coleman, P.E.

F:\doc\letters\City trail proposal rev 5-11-16.doc

MICKLE WAGNER COLEMAN, INC.
3434 Country Club Avenue 72903 • P O Box 1507 72902 • Fort Smith, Arkansas • (479) 649-8484 • Fax (479) 649-8486
info@mwc-engr.com

Proposal for Civil Design of City Project
Trails at FCRA
Segments One and Two
May 11, 2016

This proposed scope of services is part of the 6 mile trail system currently planned for the FCRA area in Fort Smith. Refer to the Multi-Use Trail Exhibit at Chaffee Crossing dated April, 2016 as attached. Segment One and Segment Two, as noted below, refer to the trails as shown on the exhibit. This exhibit was developed, reviewed and approved by FCRA staff. As part of the scope of Segments One and Two, particular refinement of the alignment is to be made to the 2.4 miles to serve the users and best utilize the funds.

Review and evaluation of Segment Three (balance of approx. 4.1 miles) of the trail will be included in a later proposal to refine the route to obtain best utilization of the funds. Out of that scope and evaluation we will generate a cost estimate for that design/construction.

We propose to provide Civil Engineering, Surveying, and associated services as enumerated below for Segment One (1.6 miles) and Segment Two (0.8 miles). This scope is to include the following:

1) Perform research in the respective areas to coordinate local requirements with the construction drawings first 2.4 miles. Assist in acquiring easements, approvals, and permits from City and FCRA.

2) Provide civil construction drawings of first 2.4 miles, signed and dated, utilizing CFS public works specifications for submission to City for permits.

3) Prepare SWPPP, NOI and related documents to obtain ADEQ approval. Wetland delineation, permitting, mitigation, and American Burying Beetle (ABB) study, if needed, are not included in this scope of services.

4) Perform soils investigation and review of soil borings and reports to determine the extent of grading to be performed during work.

5) Scope of first design project excludes, at this time, any special design allowance at location along Wells Lake Road adjacent to Wells Lake.

6) See scope below that is broken down into several major elements.

7) Budget for basis of fee is construction cost estimate of $500,000/mile of trail.

1. ROUTE SELECTION/REFINEMENT	$ 3,850
2. SURVEYING	$16,216
3. EASEMENTS/LEGAL DESCRIPTIONS	$ 4,996
4. SOILS INVESTIGATION	$ 6,288
5. TRAIL DESIGN	$37,660
6. MEETINGS/COORDINATION WITH OWNERS	$ 5,740
7. BID AWARD/SELECTION	$ 1,700
8. RECORD DRAWINGS	$ 2,640
Total Civil Design Package as enumerated above:	**$79,090**

Submitted:

Randell C. Coleman, P.E.
Mickle, Wagner, Coleman, Inc.

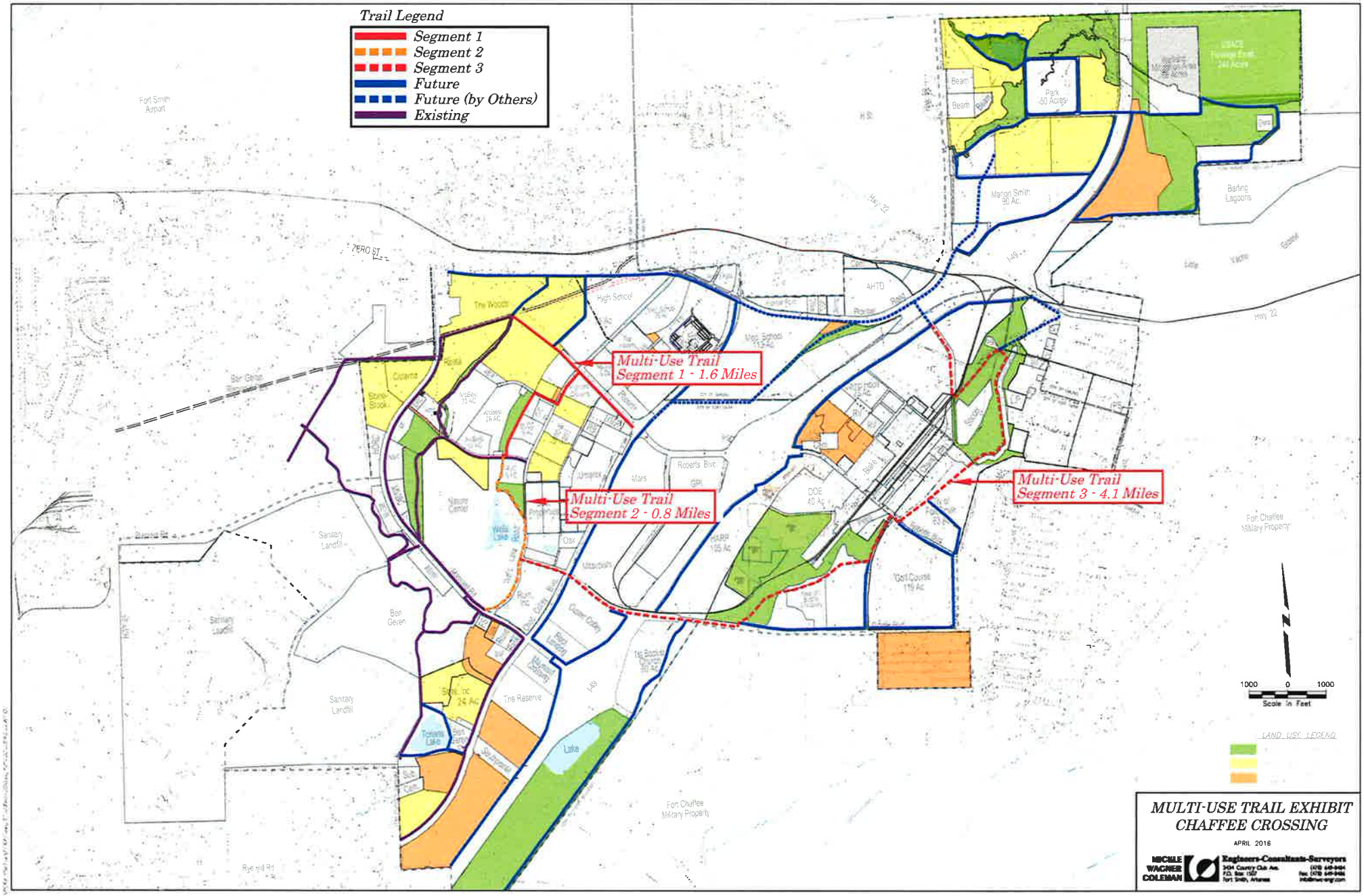
F:\doc\proposal\CFS FCRA Civil Design Scope trails rev 5-11-16.doc

City of Fort Smith /FCRA Trails
Project No. 0-00-
11-Apr-16

SUMMARY OF COSTS

	Principal Engineer	Engineer IV	Engineering Technician III	Engineering Technician II	Survey (3)	RLS	Expense	
Hourly Rate	149	138	98	88	160	122		
Route Selection/refinement	10	10	10			-		$3,850
Surveying	4			-	90	10		$16,216
Easements/Legal Descriptions	4		20	-	-	20		$4,996
Soils Investigations	4	4	-	-	4		4,500	$6,288
Trail Design	60	90	100	60		10		$37,660
Meetings/Coordination	20	20				-		$5,740
Bid Award/Selection	4	8						$1,700
Record Drawings	-	4	-	-	10	4		$2,640
TOTAL HOURS	106	136	130	60	104	44	4,500	
COST	$ 15,794	$ 18,768	$ 12,740	$ 5,280	$ 16,640	$ 5,368	$ 4,500	$79,090

F:\DOCUments\ACS Trail cngr des est\ 1161.xls


Trail Legend
Segment 1
Segment 2
Segment 3
Future
Future (by Others)
Existing
Multi-Use Trail
Segment 1 - 1.6 Miles
Multi-Use Trail
Segment 2 - 0.8 Miles
Multi-Use Trail
Segment 3 - 4.1 Miles
Fort Smith Airport
Sanitary Landfill
Ben Geren
Roberts Blvd
Mars
High School
Park
50 Acres
Barling Lagoons
Fort Chaffee Military Property
Golf Course
Lake
1000 0 1000
Scale In Feet
LAND USE LEGEND
MULTI-USE TRAIL EXHIBIT
CHAFFEE CROSSING
APRIL 2016
MICKLE WAGNER COLEMAN
Engineers-Consultants-Surveyors

ATTACHMENT NO. 1

CITY OF FORT SMITH TRAILS DESIGN

SEGMENTS ONE & TWO OF FCRA SYSTEM

1. AUTHORIZATION OF SERVICES

1.1. Services on any assignment shall be undertaken only upon written Authorization of Owner and agreement of Engineer. Each individual Authorization executed under this Agreement shall contain the Scope of Services, Responsibilities of Owner, Time of Service, and Compensation for a particular assignment. The maximum contract price for this Agreement is the summation of the Compensations included in all Authorizations executed under this Agreement. Engineer shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the maximum contract price.

1.2. Invoices or Billing Statements will be in Engineer's standard format and are payable upon receipt. If a portion of Engineer's invoice or billing statement is disputed, Owner shall pay the undisputed portion by the due date. Owner shall advise Engineer, in writing, of the basis for any disputed portion of any invoice or billing statement. Monthly invoices or billing statements will be submitted for payment covering services performed, costs and expenses incurred, and appropriate fee or markup during the preceding month.

1.3. Invoices or Billing Statements shall be based on the Owner paying the Engineer the sum of the following:

1.3.1. For time expended by personnel, payment at the hourly rates indicated in the Engineer's "Schedule of Hourly Professional Service Billing Rates," (hereinafter called **Schedule**) attached hereto as Appendix A. The Schedule is effective to **January 1, 2017**, and may be revised annually thereafter.

1.3.2. For outside expenses incurred by Engineer, such as authorized travel and subsistence, commercial services, courier deliveries, and incidental expenses, the cost to Engineer plus seven (7) percent.

1.3.3. For normal computer usage, telephone, fax, photocopy, and mail services, payment at the rates included in the Engineer's Schedule.

1.3.4. For reproduction, printing, and binding of documents (other than those documents issued during project bidding phase by Engineer for which charges to plan holders includes cost of reproduction), the cost to Engineer plus seven (7) percent.

1.3.5. For vehicle usage Engineer may charge IRS allowable rate.

1.3.6. For services rendered by individuals or entities having a contract with Engineer to furnish services with respect to the Project as Engineer's independent professional associate, consultant, subcontractor, or vender (hereinafter called **Consultant**), the cost to Engineer plus seven (7) percent. Consultant(s) do not include any employee of the parent or any subsidiary or affiliate of Engineer.

1.3.7. For time expended by individuals employed on a part time or as-needed basis by Engineer to supplement Engineer's regular staff (hereinafter called **Contract Personnel**), amounts as determined from the Engineer's Schedule for the equivalent classification level. Expenses incurred by Contract Personnel in service to the Owner shall be reimbursed in accordance with Subparagraph 1.3.2 above.

1.3.8. For expenses incurred by Engineer in providing resident field services such as vehicle lease or rental, telephone services, miscellaneous resident office expenses, commercial services, field personnel moving expenses to the field site location, per diem or mileage allowances for personnel assigned in the field, authorized travel and subsistence expenses of personnel temporarily assigned from Engineer's offices to the field, and other such items incidental to operating a field office, the cost to Engineer plus seven (7) percent.

1.3.9. Taxes, other than United States federal and state income taxes, and city of Fort Smith earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the amounts stated above.

2. INSURANCE

2.1. Professional Liability Insurance Coverage. The Engineer shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original contract ceiling price or $1,000,000, whichever is less. Such insurance shall extend to the Engineer and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Engineer's Consultants, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Engineer or alleged to have been committed by the Engineer or any person for whom the Engineer is legally responsible.

2.2. Deductible. The Engineer shall be responsible for all deductibles and self-insured retentions.

2.3. Worker's Compensation Insurance. The Engineer shall at all times during the term of this Agreement maintain worker's compensation and employers liability insurance as required under Arkansas law.

2.4. General Liability Insurance. The Engineer shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of $l,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single Limit of $1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Engineer's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Engineer.

2.5. Insurance Policies and Certificates. The Engineer shall provide the Owner upon request copies of any applicable portions of its insurance policies and evidence concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Engineer shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Engineer's failure to provide and continue in force and effect any insurance required under

this article shall be deemed a default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

2.6. Additional Insurance Requirements. All insurance maintained by the Engineer pursuant to this section shall be written by insurance companies licensed to do business in Arkansas and shall provide that the Insurance will not be subject to cancellation or termination, during its term except upon thirty (30) days prior written notice to the Owner.

2.7. Duration of Insurance Obligations. The Engineer shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five (5) years after the completion of the Engineer's services under this Agreement. Comprehensive general liability insurance coverage required under this Agreement shall be in full force and effect until the completion of the Engineer's services. All other insurance shall be maintained in full force and effect until completion of the Engineer's services.

2.8. Additional Insured. All liability insurance policies, except the professional liability policy, maintained by the Engineer pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, and employees, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

2.9. The parties release and waive all rights of subrogation against each other or their respective officers, directors, agents, or employees for damage covered by property insurance during and after the completion of Engineer's services.

2.10. A provision similar to this shall be incorporated into all construction contracts entered into by Owner that are related to the services, and all construction contractors shall be required to provide waivers of subrogation in favor of Engineer for damage covered by any construction contractor's property insurance.

3. NONDISCRIMINATION CLAUSE

3.1 Neither the Engineer nor Consultants employed by Engineer shall discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Engineer to comply with or perform these requirements is a material breach of this Agreement, which may result in the

cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate. The Engineer shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

4. POLICY REGARDING WORKERS WHO ARE NOT CITIZENS OF THE UNITED STATES

4.1. The Engineer shall keep fully informed of all federal, state and local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect those engaged or employed in the work required by the Agreement, specifically including without limitation, laws and regulations pertaining to the employment of persons who are not citizens of the United States. Further, the Engineer shall at all times observe and comply with all such laws, ordinances, regulations, quarantines, orders, and decrees and shall protect and indemnify the city of Fort Smith and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree. The Engineer shall cause a similar provision to be placed in each subcontract entered into by the Engineer.

4.2. The Engineer agrees that the Engineer shall be subject to an administrative penalty of up to five hundred dollars ($500.00) to be imposed by the City for any violation of the foregoing provisions or the required certification in the form provided in the Agreement. The Engineer shall be entitled to a due process hearing before the City Administrator if requested in writing within five (5) working days of the City's notification of potential imposition of administrative penalty.

5. NOTICE

All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's representative or the Engineer's representative, and mailed or hand-delivered to:

To the Owner's representative:

City of Fort Smith, Arkansas
Attn: Doug Reinert.
3300 South M Street
Fort Smith, Arkansas 72903

To the Engineer's representative:

Mickle Wagner Coleman, Inc.
Attn: Mr. Patrick Mickle, P.E.
3434 Country Club Ave
Fort Smith, AR 72903

In witness whereof, the parties execute this Agreement, to be effective upon the date set out above.

Mickle Wagner Coleman, Inc.

BY:

_____

Patrick J. Mickle, P.E.
President

City of Fort Smith, Arkansas

BY:

_____

Sandy Sanders
Mayor

CERTIFICATION

Engineer hereby certifies compliance with the requirements of paragraph 4, Policy Regarding Workers Who Are Not Citizens of the United States.

BY:

_____

Patrick J. Mickle, P.E.
President

f:\doc\contract\CFS – Chaffee Crossing Trails – Attachment #1.doc

MICKLE
WAGNER
COLEMAN
ENGINEERS-SURVEYORS

Patrick J. Mickle, P.E.
Neal B. Wagner, PLS
Randell C. Coleman, P.E.
Andrew J. Dibble, P.E.

APPENDIX A

ENGINEER'S HOURLY RATE SCHEDULE

January 1, 2016

Engineer/Principal Officer	$149.00
Engineer IV	138.00
Engineer III	126.00
Engineer II	113.00
Engineer I	91.00
Technician III	98.00
Technician II	88.00
Technician I	79.00
Drafting III	70.00
Drafting II	62.00
Drafting I	52.00
RLS	122.00
Clerical	58.00
Survey Party	
3 Person Crew	160.00
2 Person Crew	108.00

d:\mwc\feeschedule2016

MICKLE WAGNER COLEMAN, INC.
3434 Country Club Avenue 72903 • P O Box 1507 72902 • Fort Smith, Arkansas • (479) 649-8484 • Fax (479) 649-8486
info@mwc-engr.com

RESOLUTION NO._____ 8 K

RESOLUTION AUTHORIZING PARTIAL PAYMENT TO S.J. LOUIS CONSTRUCTION OF TEXAS, LTD. FOR THE CONSTRUCTION OF THE LAKE FORT SMITH WATER TRANSMISSION LINE – PHASE 1

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

Partial payment number six to S.J. Louis Construction of Texas, LTD. in the amount of $826,767.68 for the construction of the Lake Fort Smith Water Transmission Line – Phase 1, Project Number 08-07-C1, is hereby approved.

This Resolution adopted this _____ day of May 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Carl Geffkin, City Administrator **DATE:** May 9, 2016

FROM: Jimmie Johnson, Deputy Director of Systems JBJ

SUBJECT: Lake Fort Smith Water Transmission Line – Phase I
Project Number 08-07-C1

S.J. Louis Construction of Texas, Ltd., has submitted partial pay request number six in the amount of $826,767.68 for work completed on the Lake Fort Smith Water Transmission Line – Phase I, Project Number 08-07-C1. This project consists of furnishing and installing 6 miles of 48-inch water transmission line and appurtenances. An exhibit and project summary sheet is attached for you review.

The attached Resolution authorizes the partial payment to S.J. Louis Construction of Texas, Ltd. Funding for the construction services is established within the 2012 and 2014 sales and use tax bonds issued for water system improvements. Should you or the members of the Board have any questions or need additional information, please let me know.

attachment

p.c: Jeff Dingman

Project Summary

Project status: Under construction

Project name: Lake Fort Smith Water Transmission Line - Phase I

Today's date: May 18, 2016

Project number: 08-07-C1

Staff contact name: Jimmie Johnson

Project engineer: Mickle Wagner Coleman Inc.

Staff contact phone: 784-2231

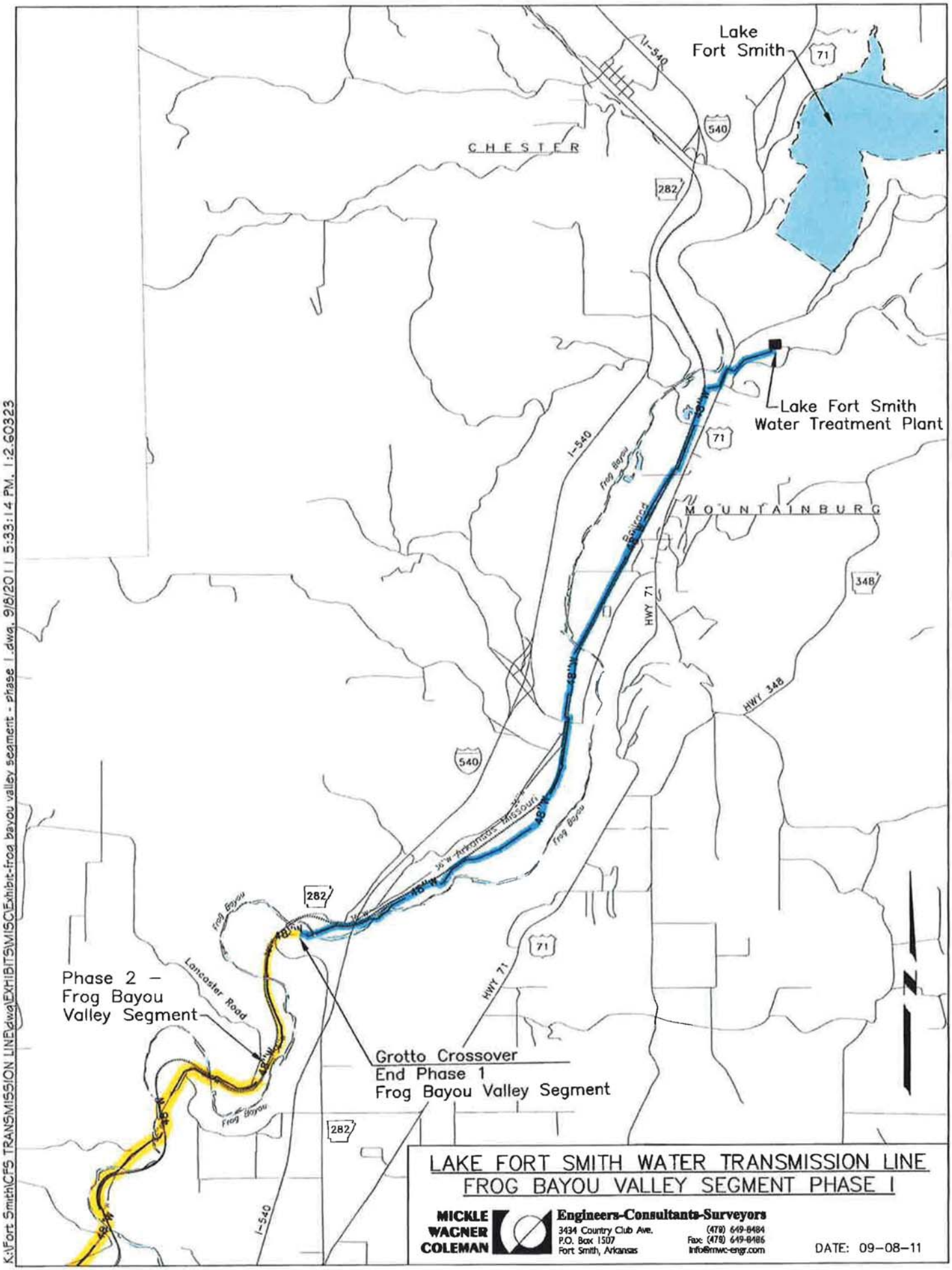
Project contractor: SJ Louis Construction of Texas

Notice to proceed issued: November 12, 2015

Final completion date: November 06, 2016

	Dollar Amount		Contract Time (Days)
Original contract	$11,120,753.00		360
Change orders:			
Total change orders	$0.00		0
Adjusted contract	$11,120,753.00		N/A
Payments to date (as negative):	$-1,148,381.79	10.33%	
Amount of this payment (as negative)	$-826,767.68	7.43%	
Contract balance remaining	$ 9,145,603.53		
Retainage held	62,998.50		

Comments:


Lake
Fort Smith
71
I-540
540
CHESTER
282
Lake Fort Smith
Water Treatment Plant
71
I-540
Frog Bayou
Railroad
MOUNTAINBURG
348
HWY 71
HWY 348
540
Missouri
Arkansas
Frog Bayou
282
Frog Bayou
Lancaster Road
71
HWY 71
Phase 2 –
Frog Bayou
Valley Segment
Grotto Crossover
End Phase 1
Frog Bayou Valley Segment
Frog Bayou
282
I-540
N
LAKE FORT SMITH WATER TRANSMISSION LINE
FROG BAYOU VALLEY SEGMENT PHASE I
MICKLE
WAGNER
COLEMAN
Engineers-Consultants-Surveyors
3434 Country Club Ave.
P.O. Box 1507
Fort Smith, Arkansas
(479) 649-8484
Fax: (479) 649-8486
info@mwc-engr.com
DATE: 09-08-11
K:\Fort Smith\CFS TRANSMISSION LINE\dwg\EXHIBITS\MISC\Exhibit-frog bayou valley segment - phase 1.dwg, 9/8/2011 5:33:14 PM, 1:2.60323

RESOLUTION NO. _____ 8 L

RESOLUTION APPROVING PAYMENT AUTHORIZED BY RESOLUTION NUMBER R-25-16 FOR THE PURCHASE OF REAL PROPERTY INTERESTS FOR THE LAKE FORT SMITH WATER SUPPLY PROJECT

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

SECTION 1: The following payment for the acquisition of real property interests authorized by Resolution Number R-25-16 for the Lake Fort Smith Water Supply Project Number 99-01, in connection with an anticipated exchange of real property interests with the United States Forest Service, is hereby approved:

Property Owner	Acreage	Payment
McClain Living Trust	40	$40,283.61

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to conclude the purchase of the real property interests for the above listed payment amount. All such actions previously taken for this project are hereby confirmed.

This Resolution adopted this _____ day of May 2016.

APPROVED:

_____
Mayor

Attest:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

City of Fort Smith
Utility Department

Memorandum

To: Carl Geffkin, City Administrator

From: Lance McAvoy, Deputy Director of Operations

Date: May 11, 2016

Subject: Lake Fort Smith Watershed Protection Acquisitions
U. S. Forest Service Land Exchange
Project Number 99-01, Payment Approval for McClain Living Trust

On February 16, 2016, the Board approved Resolution R-25-16 authorizing the City Administrator to accept an offer made by five property owners for the acquisition of real properties for the Lake Fort Smith Watershed project. During an internal review it was found the approved resolution authorized payment only for the offering price but did not include the City's applicable closing costs and agreed upon fees associated with real estate closings and acquisitions. A copy of R-25-16 is attached for your review.

The attached resolution authorizes the payment of the offering price and the applicable closing costs in connection with the closing of the purchase on the McClain Living Trust property for $40,283.61. A copy of the signed contract between the McClain Living Trust and the City, and the closing statement prepared Adams Abstract and Title Company, Inc., acting as the closing agent, is attached for your review. As one can see from the closing statement, the original accepted offer was for $40,000. The closing is an additional $283.61.

It is my recommendation that the resolution be approved so that the City Administrator, his designated agent, and city attorney can conclude the acquisition of the real property to be used as part of an anticipated exchange with the United States Forest Service.

Attachments: Resolution R-25-16
Offer to Sell Real Property (McClain Living Trust and the City of Fort Smith)
Closing Statement for McClain Living Trust Property

Pc: Jeff Dingman
Kevin Sandy
Jimmie Johnson

RESOLUTION NO. R-25-16 3 M

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT OFFERS MADE BY PROPERTY OWNERS FOR THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE LAKE FORT SMITH WATER PROJECT

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

The City Administrator is hereby authorized to execute an offer and acceptance made by the property owners listed below, and to make payment to same in the amounts shown, for the acquisition of real property for the Lake Fort Smith Water, Project Number 99-01, in connection with an anticipated exchange of real property interests with the United States Forest Service:

Property Owner	Acreage	Offer
David R. Littlejohn & Diane L. Littlejohn	40	$44,000.00
Gwena L. Cearley	40	$48,000.00
McClain Trust	40	$40,000.00
Milton Ford, LLC	60.51	$216,000.00
James Tate & Sharon Tate	160	$144,000.00

This Resolution adopted this 16th day of February 2016.

APPROVED:

Sandy Sanders
Mayor

ATTEST:

Sherri Gard
City Clerk

APPROVED AS TO FORM:

Jerry Canfield npr

OFFER TO SELL REAL PROPERTY

On this 23rd day of October, 2015, McClain Trust dated June 6, 2003 hereinafter referred to as Sellers, offer to sell to the City of Fort Smith, Arkansas, hereinafter referred to as the ACity,@ the hereinafter described real property, pursuant to the price, terms and conditions set forth in this Offer.

1. Subject property. This Offer is applicable to the entire ownership interest of the Sellers in the hereinafter described real property located in Johnson County, State of Arkansas, more particularly described as follows, to wit:

The NE/4 of the SE/4 of Section 6, Township 12 North, Range 25 West, Johnson County, Arkansas, including all of the mineral rights owned by the Seller.

2. Purchase price. The purchase price at which the property is offered by the Sellers to the City is $40,000.00, which price shall be paid in cash at closing.

3. Sellers acknowledge that the interest of the City in the subject property relates to the fact that the United States Forest Service has an interest in the subject property in an anticipated exchange of real properties between the City of Fort Smith and United States Forest Service in conjunction with the City=s project of expanding the Lake Fort Smith water reservoir project and watershed protection area. Based on that information, the Sellers acknowledge that the subject property will be subject to extensive, non-destructive review and inspection by employees and agents of the City and of the United States Forest Service and that the City=s purchase of the property cannot be closed until completion of the inspection procedures and exchange procedures. Prior to acceptance of this Offer, the City shall obtain the concurrence of the United States Forest Service that the subject property has been determined preliminarily as being suitable for the subject exchange program, and further, Sellers agree to allow representatives from the City the right of access the subject property, for the purpose of completing an appraisal, surveys for wetlands and other surveys deemed necessary, prior to any acceptance of the Sellers offer. Further, acceptance is contingent on the appraisal value and conveyance of the mineral rights to the city.

4. This Offer may be accepted by the City (with approval by the Board of Directors) by providing notice of acceptance to the Sellers at the following indicated address at any time within 90 days of the date of this Offer. The subject address for notification is:

Owner: McClain Trust % Kingswood Forestry Services, Inc.
Address: Attn: Peter Prutzman
P. O. Box 65, Arkadelphia, AR 71923
Fax 870-246-3341

5. If this Offer is accepted, the parties shall proceed with due diligence to complete those actions necessary to close the sale of the property. In order to prepare for closing, the City and its agents, including representatives and agents of the United States Forest Service, are granted access to the subject property for the purpose of non-destructive investigation to satisfy obligations of the City to the United States Forest Service. If the United States Forest Service or the City of Fort Smith determines the tract to not be acceptable for the above described exchange program, the City may terminate this Agreement at any time prior to closing. Except with prior written concurrence of the Sellers, closing may not be delayed beyond six months from the date of acceptance of the Offer by the City. Sellers will provide proof of merchantable title to the subject property by providing a title insurance policy acceptable to the City and the United States Forest Service. Conveyance shall be made by Seller to the City by general Warranty Deed, free and clear of all claims and liens, conveying merchantable title to the subject properties to the City.

6. During the pendency of this Offer and following acceptance of the Offer prior to closing, the Sellers have the right to enter into conditional contracts or offers regarding the sale of the subject property to other persons or entities, said other sales being conditioned on the rights extended to the City by this Offer.

7. At closing, the Sellers shall have the obligation to cause all real property taxes due on the subject property to be paid and shall have the obligation of paying a pro-rata portion of any accrued but unpaid property taxes. In the event that a closing agent is used to close the transaction, the parties shall share equally the fee charged by the closing agent and share equally all other normal closing costs.

8. Seller shall be entitled to continue possession of the subject property until the date of closing of the purchase transaction. Seller shall assume all risks of loss to the date of closing. In the event of a storm, fire or other casualty loss to the physical improvements located on the subject real property prior to the date of closing, the parties shall agree upon an appropriate abatement in the purchase price. In the event the parties cannot so agree, either party has the right to rescind this agreement.

This Offer is extended by the Sellers to the City of Fort Smith on the date first set forth above.

SELLERS

NAME

SS#

NAME

SS#

The foregoing Offer is accepted by the City of Fort Smith, Arkansas, on this 24 day of FEB,

20 16, pursuant to the authorization of the governing body of the City of Fort Smith.

THE CITY OF FORT SMITH, ARKANSAS

By: _____

ADDENDUM TO OFFER OF OCTOBER 23, 2015

WHEREAS, on October 23, 2015, McClain Trust by William L. McClain & Pamela K. McClain Trustees, as Sellers, extended to the City of Fort Smith, Arkansas, an offer of the sale of identified property by an Offer and Acceptance document attached hereto as Exhibit A; and,

WHEREAS, the October 23rd, 2015, offer is subject to acceptance by the City of Fort Smith on or before January 23, 2016, and,

WHEREAS, certain appraisal reports, mineral reports, U. S. Forest Service surveys and acceptances, and city board reviews and approvals, with reference to the anticipated U. S. Forest Service Exchange of the property by the City of Fort Smith may delay the City's acceptance of the offer and the anticipated closing date;

NOW, THEREFORE, Sellers hereby confirm their offer made on October 23, 2015 to sell to the City of Fort Smith, Arkansas, the real property described in the attached Offer and Acceptance document and extend to the City of Fort Smith the right to accept said offer by so indicating in writing or email on or before March 23, 2016. If the offer is accepted by the City of Fort Smith, the parties anticipate the closing will occur within a reasonable time following the City's acceptance.

Dated this ___ day of _____, 2015

SELLERS:

William L. McClain Trustee Pamela K. McClain, Trustee

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

6. File Number: T-32369C

7. Loan Number

8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower
CITY OF FORT SMITH, ARKANSAS

E. Name and Address of Seller
MCCLAIN LIVING TRUST

F. Name and Address of Lender

G. Property Location
NE SE 6-12-25

H. Settlement Agent
CURRAN'S ABSTRACT & TITLE, INC.

Place of Settlement
210 WEST MAIN
CLARKSVILLE, AR 72830

I. Settlement Date
06/01/16
DD: 06/01/16

J. SUMMARY OF BORROWER'S TRANSACTION:			K. SUMMARY OF SELLER'S TRANSACTION:		
100. GROSS AMOUNT DUE FROM BORROWER			400. GROSS AMOUNT DUE TO SELLER		
101. Contract sales price		40,000.00	401. Contract sales price		40,000.00
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)		306.25	403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes	to		406. City/town taxes	to	
107. County taxes	to		407. County taxes	to	
108. Assessments	to		408. Assessments	to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER		40,306.25	420. GROSS AMOUNT DUE TO SELLER		40,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER			500. REDUCTIONS IN AMOUNT TO SELLER		
201. Deposit or earnest money			501. Excess Deposit (see instructions)		
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)		2,706.25
203. Existing loan(s) taken subject to			503. Existing loans taken subject to		
204.			504. Payoff of first mortgage loan		
205.			505. Payoff of second mortgage loan		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes	to		510. City/town taxes	to	
211. County taxes	01/01 to 06/01	22.64	511. County taxes	01/01 to 06/01	22.64
212. Assessments	to		512. Assessments	to	
213.			513. 2015 TAXES, 001-09025-000		54.16
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY / FOR BORROWER		22.64	520. TOTAL REDUCTION AMOUNT DUE SELLER		2,783.05
300. CASH AT SETTLEMENT FROM OR TO BORROWER			600. CASH AT SETTLEMENT TO OR FROM SELLER		
301. Gross amount due from borrower (line 120)		40,306.25	601. Gross amount due to seller (line 420)		40,000.00
302. Less amounts paid by/for borrower (line 220)		22.64	602. Less reduction amount due to seller (line 520)		2,783.05
303. CASH FROM BORROWER		40,283.61	603. CASH TO SELLER		37,216.95

[illegible] The Contract Sales Price recorded on line 401 above [illegible]

SELLER INSTRUCTIONS: [illegible] Form 1099, Form 5227 [illegible] Form 1099).

[illegible] correct taxpayer identification number [illegible] the number shown on the [illegible] taxpayer identification number.

[illegible]

MCCLAIN LIVING TRUST

form HUD-1 (3/86) ref Handbook 4305.2

	L. SETTLEMENT CHARGES: File Number: T-32369C	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price $ 40,000.00 @ 6.00 = 2,400.00		
	Division of commission (line 700) as follows:		
701.	$ 2,400.00 to KINGWOOD FORESTRY SERVICES, INC.		
702.	$ to		
703.	Commission paid at Settlement Realtor Holds Deposit		2,400.00
704.			
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN P.O.C.		
801.	Loan Origination Fee %		
802.	Loan Discount %		
803.	Appraisal Fee to		
804.	Credit Report to		
805.	Final Inspection Fee to		
806.	RD GUARANTEE FEE to		
807.	FLOOD CERT LIFE OF LOAN to		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901.	Interest from to @$ /day		
902.	Mortgage Insurance Premium to		
903.	Hazard Insurance Premium yrs. to		
904.			
905.			
1000.	RESERVES DEPOSITED WITH LENDER FOR		
1001.	Hazard Insurance mo. @$ / mo		
1002.	PMI mo. @$ / mo		
1003.	City property taxes mo. @$ / mo		
1004.	County property taxes mo. @$ / mo		
1005.	Annual Assessments mo. @$ / mo.		
1006.	mo. @$ / mo		
1007.	mo. @$ / mo.		
1008.	Aggregate Reserve for Hazard/Flood Ins. City/Count		
1100.	TITLE CHARGES		
1101.	Settlement or closing fee to CURRAN'S ABSTRACT & TITLE, INC	125.00	125.00
1102.	Abstract or title search to		
1103.	Title examination to		
1104.	WIRE FEE to		
1105.	DOC PROCESSING FEE to CURRAN'S ABSTRACT & TITLE, INC.	25.00	25.00
1106.	TAX REPORT to		
1107.	COURIER SERVICES to		
	(includes above item No:)		
1108.	Title insurance to CURRAN'S ABSTRACT & TITLE, INC	141.25	141.25
	(includes above item No:)		
1109.	Lender's coverage		
1110.	Owner's coverage 40,000.00 — 282.50		
1111.	INSURED CLOSING LETTER		
1112.			
1113.			
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201.	Recording Services Deed $ 30.00 Mortgage $: Releases $	15.00	15.00
1202.	City/county/stamps Deed $ Mortgage $		
1203.	State tax/stamps Deed $ Mortgage $		
1204.			
1205.			
1300.	ADDITIONAL SETTLEMENT CHARGES		
1301.	Survey to		
1302.	Termite Inspection to		
1303.			
1304.			
1305.			
1306.			
1307.			
1308.			
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)	306.25	2,706.25

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further authorize that I have received a copy of the HUD-1 Settlement Statement.

CITY OF FORT SMITH, ARKANSAS

MCCLAIN LIVING TRUST

CURRAN'S ABSTRACT & TITLE, INC

Date

form HUD-1 (3/86) ref Handbook 4305.2

RESOLUTION NO. _____ 8 M

RESOLUTION APPROVING PAYMENT AUTHORIZED BY RESOLUTION NUMBER R-25-16 FOR THE PURCHASE OF REAL PROPERTY INTERESTS FOR THE LAKE FORT SMITH WATER SUPPLY PROJECT

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

SECTION 1: The following payment for the acquisition of real property interests authorized by Resolution Number R-25-16 designated as 99-01-P for the Lake Fort Smith Water Supply, Project Number 99-01, in connection with an anticipated exchange of real property interests with the United States Forest Service, is hereby approved:

Property Owner	Acreage	Payment
James B. Tate & Sharon A. Tate	160	$154,969.27

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to conclude the purchase of the real property interests for the above listed payment amount. All such actions previously taken for this project are hereby confirmed.

This Resolution adopted this _____ day of May 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

City of Fort Smith
Utility Department

Memorandum

To: Carl Geffkin, City Administrator

From: Lance McAvoy, Deputy Director of Operations

Date: May 11, 2016

Subject: Lake Fort Smith Watershed Protection Acquisitions
U. S. Forest Service Land Exchange
Project Number 99-01, Payment Approval for Tate Property

On February 16, 2016, the Board approved Resolution R-25-16 authorizing the City Administrator to accept an offer made by five property owners for the acquisition of real properties for the Lake Fort Smith Watershed project. During an internal review it was found the approved resolution authorized payment only for the offering price but did not include the City's applicable closing costs and agreed upon fees associated with real estate closings and acquisitions. A copy of R-25-16 is attached for your review.

The attached resolution authorizes the payment of the offering price and the applicable closing costs and agreed upon fees in connection with the closing of, and purchase on the James B. Tate and Sharon A. Tate property for $154,969.27. A copy of the signed contract between James B. & Sharon A. Tate and the City, and the closing statement prepared Adams Abstract and Title Company, Inc., acting as the closing agent, is attached for your review. As one can see from the closing statement, the original accepted offer was for $144,000 and for the City to pay the Sales/Broker's Commission of $10,080. The closing is an additional $889.27.

It is my recommendation that the resolution be approved so that the City Administrator, his designated agent, and city attorney can conclude the acquisition of the real property to be used as part of an anticipated exchange with the United States Forest Service.

Attachments: Resolution R-25-16
Offer to Sell Real Property (James B. & Sharon A. Tate and the City of Fort Smith)
Closing Statement for James B. & Sharon A. Tate Property

Pc: Jeff Dingman
Kevin Sandy
Jimmie Johnson

RESOLUTION NO. R-25-16 3 M

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT OFFERS MADE BY PROPERTY OWNERS FOR THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE LAKE FORT SMITH WATER PROJECT

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

The City Administrator is hereby authorized to execute an offer and acceptance made by the property owners listed below, and to make payment to same in the amounts shown, for the acquisition of real property for the Lake Fort Smith Water, Project Number 99-01, in connection with an anticipated exchange of real property interests with the United States Forest Service:

Property Owner	Acreage	Offer
David R. Littlejohn & Diane L. Littlejohn	40	$44,000.00
Gwena L. Cearley	40	$48,000.00
McClain Trust	40	$40,000.00
Milton Ford, LLC	60.51	$216,000.00
James Tate & Sharon Tate	160	$144,000.00

This Resolution adopted this 16th day of February 2016.

APPROVED:

Sandy Sanders
Mayor

ATTEST:

Sherri Gard
City Clerk

APPROVED AS TO FORM:

Jerry Canfield npr

Tract 6
USFS Land Exchange
Lake Fort Smith
Watershed Project
February 8, 2016

OFFER TO SELL REAL PROPERTY

On this 10 day of February, 2016, James B. Tate and Sharon A. Tate, husband wife, hereinafter referred to as Sellers, offer to sell to the City of Fort Smith, Arkansas, hereinafter referred to as the "City," the hereinafter described real property, pursuant to the price, terms and conditions set forth in this Offer.

1. Subject property. This Offer is applicable to the entire ownership interest of the Sellers in the hereinafter described real property located in Newton County, State of Arkansas, more particularly described as follows, to wit:

The S/2 SW/4 and the W/2 SE/4 of Section 35, Township 13 North, Range 24 West, Newton County, Arkansas, containing 160 acres, more or less, including all seller-owned mineral rights.

Newton County Tax Parcel #- 001-01568-000

2. Purchase price. The purchase price at which the property is offered by the Sellers to the City is $144,000.00, which price shall be paid in cash at closing.

3. Sellers acknowledge that the interest of the City in the subject property relates to the fact that the United States Forest Service has an interest in the subject property in an anticipated exchange of real properties between the City of Fort Smith and United States Forest Service in conjunction with the City's project of expanding the Lake Fort Smith water reservoir project and watershed protection area. Based on that information, the Sellers acknowledge that the subject property will be subject to extensive, non-destructive review and inspection by employees and agents of the City and of the United States Forest Service and that the City's purchase of the property cannot be closed until completion of the inspection procedures and exchange procedures. Prior to acceptance of this Offer, the City shall obtain the concurrence of the United States Forest Service that the subject property has been determined preliminarily as being suitable for the subject exchange program, and further, Sellers agree to allow representatives from the City the right of access the subject property, for the purpose of completing an appraisal, surveys for wetlands and other surveys deemed necessary, prior to any acceptance of the Sellers offer.

4. This Offer may be accepted by the City by providing notice of acceptance to the Sellers at the following indicated address at any time within 30 days of the date of this Offer. The subject address for notification is 16020 Caenen Street, Overland Park, Kansas 66062 or by email to Listing Agent Gene Griffith at ggriffith@mossyoakproperties.com.

5. If this Offer is accepted, the parties shall proceed with due diligence to complete those actions necessary to close the sale of the property. In order to prepare for closing, the City and its agents, including representatives and agents of the United States Forest Service, are granted access to the subject property for the purpose of non destructive investigation to satisfy obligations of the City to the United States Forest Service. If the United States Forest Service or the City of Fort Smith determines the tract to not be acceptable for the above described exchange program, the City may terminate this Agreement at any time prior to closing. Except with prior written concurrence of the Sellers, closing may not be delayed beyond 90 days from the date of acceptance of the Offer by the City. Sellers will provide proof of merchantable title to the subject property by providing a title insurance policy acceptable to the City and the United States Forest Service, said policy to be paid for by the City. Conveyance shall be made by Seller to the City by general Warranty Deed, free and clear of all claims and liens, conveying merchantable title to the subject properties to the City.

6. During the pendency of this Offer and following acceptance of the Offer prior to closing, the Sellers have the right to enter into conditional contracts or offers regarding the sale of the subject property to other persons or entities, said other sales being conditioned on the rights extended to the City by this Offer.

7. At closing, the Sellers shall have the obligation to cause all real property taxes due on the subject property to be paid and shall have the obligation of paying a pro-rata portion of any accrued but unpaid property taxes. A closing agent and title company will be the closing agent to close this transaction, and the city will pay all of the sellers closing costs including a 7% realtor commission.

8. Seller shall be entitled to continue possession of the subject property until the date of closing of the purchase transaction. Seller shall assume all risks of loss to the date of closing. In the event of a storm, fire or other casualty loss to the physical improvements located on the subject real property prior to the date of closing, the parties shall agree upon an appropriate abatement in the purchase price. In the event the parties cannot so agree, either party has the right to rescind this agreement.

This Offer is extended by the Sellers to the City of Fort Smith on the date first set forth above.

SELLERS

James B. Tate

Sharon A. Tate

The foregoing Offer is accepted by the City of Fort Smith, Arkansas, on this 24 day of FEB, 2016, pursuant to the authorization of the governing body of the City of Fort Smith.

THE CITY OF FORT SMITH, ARKANSAS

By: _____

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number T-33646C	7. Loan Number	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
CITY OF FORT SMITH, ARKANSAS	JAMES B. TATE SHARON A. TATE	

G. Property Location	H. Settlement Agent	
	CURRAN'S ABSTRACT & TITLE, INC.	
S/2 SW/4; W/2 SE/4 35-13-24	Place of Settlement 210 WEST MAIN CLARKSVILLE, AR 72830	I. Settlement Date 06/01/16 DD: 06/01/16

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		**400. GROSS AMOUNT DUE TO SELLER**	
101. Contract sales price	144,000.00	401. Contract sales price	144,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	11,060.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	155,060.00	**420. GROSS AMOUNT DUE TO SELLER**	144,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500. REDUCTIONS IN AMOUNT TO SELLER**	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)	0.00	502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan CENTENNIAL BANK	74,883.52
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01 to 06/01	90.73	511. County taxes 01/01 to 06/01	90.73
212. Assessments to		512. Assessments to	
213.		513. 2015 TAXES; 001-01568-000	217.03
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	90.73	**520. TOTAL REDUCTION AMOUNT DUE SELLER**	75,191.28
300. CASH AT SETTLEMENT FROM OR TO BORROWER		**600. CASH AT SETTLEMENT TO OR FROM SELLER**	
301. Gross amount due from borrower (line 120)	155,060.00	601. Gross amount due to seller (line 420)	144,000.00
302. Less amounts paid by/for borrower (line 220)	90.73	602. Less reduction amount due to seller (line 520)	75,191.28
303. CASH FROM BORROWER	154,969.27	**603. CASH TO SELLER**	68,808.72

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and/or Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN# JAMES B. TATE

form HUD-1 (3/86) ref Handbook 4305.2

L. SETTLEMENT CHARGES: File Number: T-33646C	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $ 144,000.00 @ 7.00 = 10,080.00		
Division of commission (line 700) as follows:		
701. $ 10,080.00 to MOSSY OAK PROPERTIES		
702. $ to		
703. Commission paid at Settlement	10,080.00	
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN P.O.C.		
801. Loan Origination Fee %		
802. Loan Discount %		
803. Appraisal Fee to		
804. Credit Report to		
805. Final Inspection Fee to		
806. RD GUARANTEE FEE to		
807. FLOOD CERT LIFE OF LOAN to		
808.		
809.		
810.		
811.		
812.		
813.		
814.		
815.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from to @$ /day		
902. Mortgage Insurance Premium to		
903. Hazard Insurance Premium yrs. to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER FOR		
1001. Hazard Insurance mo. @$ / mo.		
1002. PMI mo. @$ / mo.		
1003. City property taxes mo. @$ / mo.		
1004. County property taxes mo. @$ / mo.		
1005. Annual Assessments mo. @$ / mo.		
1006. mo. @$ / mo.		
1007. mo. @$ / mo.		
1008. Aggregate Reserve for Hazard/Flood Ins. City/Count		
1100. TITLE CHARGES		
1101. Settlement or closing fee to CURRAN'S ABSTRACT & TITLE, INC.	250.00	
1102. Abstract or title search to FIRST NATIONAL TITLE COMPANY	575.00	
1103. Title examination to		
1104. WIRE FEE to		
1105. DOC PROCESSING FEE to CURRAN'S ABSTRACT & TITLE, INC.	50.00	
1106. TAX REPORT to		
1107. COURIER SERVICES to CURRAN'S ABSTRACT & TITLE, INC.	75.00	
(includes above item No:)		
1108. Title Insurance to		
(includes above item No:)		
1109. Lender's coverage		
1110. Owner's coverage		
1111. INSURED CLOSING LETTER		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording Services Deed $ 30.00 ; Mortgage $; Releases $	30.00	
1202. City/county/stamps Deed $; Mortgage $		
1203. State tax/stamps Deed $; Mortgage $		
1204.		
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Termite Inspection to		
1303.		
1304.		
1305.		
1306.		
1307.		
1308.		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)	11,060.00	0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

CITY OF FORT SMITH, ARKANSAS JAMES B. TATE SHARON A. TATE

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

CURRAN'S ABSTRACT & TITLE, INC. Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

form HUD-1 (3/86) ref Handbook 4305.2

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: May 10th, 2016

SUBJECT: Airport Commission

The terms of Mr. Justin Voris and Mr. Larry Schiffner of the Airport Commission will expire June 30th, 2016. Mr. Voris and Mr. Schiffner wish to be reappointed.

The applicants available are:

Mr. Ryan Millican	3014 Presley Street
Mr. Justin Voris	Not Published (wants reappointed)
Mr. Larry Schiffner	2313 Camelot Drive (wants reappointed)

Appointments are **by the Mayor confirmed by the Board of Directors,** two appointments are needed. The terms will expire June 30th, 2021.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

Printed on 100% Recycled Paper

AIRPORT COMMISSION

	DATE APPOINTED	TERM EXPIRES
Justin Voris (NOT PUBLISHED) Doctor [illegible] justinvoris@gmail.com	09/06/14	06/30/16
Larry Schiffner Retired 2313 Camelot Drive 478-6397 Mooney6786@yahoo.com	11/15/11	06/30/16
Jan Nordin 4319 South 35 Drive (03) 646-8348 (h) Olblue727@sbcglobal.net	03/18/09	06/30/17
James E. Kelly, III M. D. (Not Published) Doctor [illegible] kellyepm@aol.com	05/15/12	06/30/17
Mac McGhee Infrastructure Manager 7123 Riviera Drive (03) 462-6399 (h) 648-5634 (w) Mac_mcghee@yahoo.com	08/16/11	06/30/18
Wayne Haver Principal Southside 3 Glen Haven Drive (16) 785-1839 (h) 646-7371 (w) whaver@fortsmithschools.org	09/21/04	06/30/19

Robert Hawkins Retired 811 Trenton Drive (08) 883-0966 Rhawk72956@aol.com	06/16/15	06/30/20

Airport

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

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

Date: 04-26-2016

Name: Ryan Millican Home Telephone: _____

Home Address: 3014 Presley Street, APT 48, Fort Smith, AR Work Telephone: 479-739-0240
Zip: 72901 Email: ryanmillican.bvm@gmail.com

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

Education: Bachelors of Science Organizational Leadership

Professional and/or Community Activities: Optimist Club of Fort Smith, Noon Lions Club, Christian Business Men's Connection, Fort Smith Regional Chamber of Commerce Ambassador, VFW, Military Officers Association of Arkansas

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ No X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.
Driver's License [redacted] Date of Birth [redacted]
(This information will be use to conduct a criminal back ground check of all applicants).

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

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

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

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

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

Date: 1/22/2014

Name: Justin Voris

Home Telephone: [redacted]

Home Address: [redacted] Way

Work Telephone:

Zip: 72914

Email: justinvoris@gmail.com

Occupation: Physician (Family Medicine)
(If retired, please indicate former occupation or profession)

Education: HS, College (BS), College #2 (BSMT), Med School (MD), Residency

Professional and/or Community Activities: FSM Airport Commission, UAMS Adjunct Faculty, New Life Church

Additional Pertinent Information/References: AME Candidate; Current airport commission member - reference airport staff.

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

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

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

Drivers License [redacted] Date of Birth [redacted]

information will be [illegible]ck ground check of all applicants

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

Justin Voris

( ) Audit Committee
( ) Advertising & Promoting Commission
(X) Airport Commission
( ) Animal Services Advisory Board
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
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( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

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

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

Date: 4-6-2016

Name: Larry Schiffner

Home Telephone: 478 6397

Home Address: 2313 Camelot Drive

Work Telephone: NA

Zip: 72903

Email: mooney6786@yahoo.com

Occupation: Retired Fort Smith Public Schools Director Adult Education

(If retired, please indicate former occupation or profession)

Education: Masters - Adult Education, Secondary School Administration UAA

Professional and/or Community Activities: Fort Smith Retired Teachers Association Reserve Deputy Sebastian County Sheriff's Office

Additional Pertinent Information/References: Former Commissioner Arkansas Department of Aeronautics, Former Board Member of Abilities Unlimited

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

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

Yes____ NO X

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

Drivers License [redacted] Date of Birth [redacted]

information will be use to conduct a criminal back ground check of all applicants).

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

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( ) Parking Authority
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( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: May 11th, 2016

SUBJECT: Community Development Advisory Committee

The term of Ms. Nichelle Christian of the Community Development Advisory Committee will expire June 30th, 2016, Ms. Christian wishes to be reappointed. Ms. Fran Hall has resigned her position on this committee as of April 12th, 2016. This position will expire June 30th, 2018 and will need to be appointed.

The applicants available are:

Ms. Nichelle Christian	1119 South 26 Streeet (wants reappointed)
Mr. Nathaniel Deason	9505 Chad Colley
Mr. Ryan Millican	3014 Presley Street

Appointments are **by the Board of Directors,** two appointments are needed. One term will expire June 30th, 2018 and the other will expire June 30th, 2019.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

Printed on 100% Recycled Paper

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

The purpose of the Community Development Advisory Committee is to serve in an advisory role in the planning, Implementing, and assessing of the Community Development Program, and to ensure continuity of the involvement of citizens throughout all stages of the Community Development program. The Community Development Advisory Committee is authorized to review and recommend to the Board of Directors projects to be considered for Community Development Block Grant Funding; to review and assess Community Development Program performance; to prepare and recommend a Citizen Participation Plan; to hold meetings and workshops to disseminate information to citizens and to receive views and opinions and relate these to the setting of priorities for the city.

The Community Development Advisory Committee consists of seven members, appointed by the ***Board of Directors.*** The committee shall contain substantial representation of low and moderate income families, members of minority groups, the elderly, the handicapped, the business community and civic groups. Initially four members will serve two-year terms and three will serve three year-terms, thereafter all terms will be three years or until the expiration of the Community Development Program. The committee meets on call.

	DATE APPOINTED	TERM EXPIRES
Nichelle Christian Fort Smith Public Schools P.O. Box 4503 (14) 785-1232 (w) 462-2591 © Nschristian03@gmail.com	06/18/13	06/30/16
Patricia A Richardson Director 3420 North 55 Street 788-7013 (w) 782-3156 (h) Trish.richardson@uafs.edu	04/21/15	06/30/17
Genia Smith Credit Manager 2121 South W (01) 782-6810 (h) 646-4300 (w) Gsmith822@aol.com	05/20/09	06/30/17

George W. Willis Banker 5112 Lovett lane (04) 783-8963 (h) 494-1123 (w) Clueless1001@yahh.com	06/17/99	06/30/17
Kerri Norman T. Donoho Mgmt. Co. 3415 South 29 Circle (01) 646-9602 (h) 783-1089 (w) kerri@midtown.arcoxmail.com	08/21/01	06/30/17
Cinda Rusin Self-employed P.O. Box 10063 (17) 629-3105 (h) 424-2440 (w) cindarusin@gmail.com	06/20/06	06/30/18
Fran Hall 2125 South W Street (01) 785-2883 (h) 414-5655 © Fhall006@att.net	06/20/06	06/30/18

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

Date: 4-13-16

Name: Michelle Christian

Home Telephone: 479-462-2591

Home Address: 1119 S. 26th Street

Work Telephone: 479-785-1232

Zip: 72901

Email: mschristian03@gmail.com

Occupation: Teacher/Advisor
(If retired, please indicate former occupation or profession)

Education: Masters Degree - Education with emphasis in Workforce Dev.
BA - Liberal Arts English

Professional and/or Community Activities:

Founder + President of the Janis F. Kearney Writers Group
columnist for the Lincoln Echo newspaper

Additional Pertinent Information/References: Dr. Gary Udoy, director
Ft. Smith Adult Education Center.

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

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

If yes, please identify the offense and the approximate date. A "yes" answer wi[redacted] you from considerati[redacted]

Drivers License[redacted] Date of Bir[redacted]

information will be u[redacted]ground check of all applicant[redacted]

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

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
( ) Animal Services Advisory Board
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Comprehensive Plan Imp. Committee
( ) Convention Center Commission
( ) Civil Service Commission
( ) CIP Committee (Streets, Bridges, & Drainage)
(X) Community Development Advisory Com.
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( ) Electric Code Board of Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
( ) Housing Assistance Bd.
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
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( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

CDAC

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

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

Date: 7.2.2015

Name: NATHANIEL DEASON

Home Telephone: 479.200.2962

Home Address: 9505 CHAD COLLEY BLVD. APT. 1211

Work Telephone: 479.782.1051

Zip: 72916

Email: ndeason@mahgarch.com

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

Education: BACHELORS OF ARCHITECTURE FROM DRURY UNIVERSITY

Professional and/or Community Activities: AIAA, CHURCH VOLUNTEER

Additional Pertinent Information/References:

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.
Drivers Licen[redacted] Date of Birt[redacted]
information wi[redacted]al back ground check of all applicants.

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

( ) Audit Committee
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( ) Sister Cities Committee
( ) Transit Advisory Commission
(X) Residential Housing Facilities Board

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

NATHANIEL JACOB DEASON

email njdeason@gmail.com
phone (479)-200-2962
location fort smith, arkansas 72916

EDUCATION :

2007 - 2012
DRURY UNIVERSITY / SPRINGFIELD.MISSOURI
Major(s): Bachelors of Architecture
Minor(s): Art History, Design Arts, Global Studies

EXPERIENCE :

4.2013 - PRESENT
MAHG ARCHITECTURE / FORT SMITH.ARKANSAS
Architectural Designer
A focus on construction documents, schematic design, and presentation documents utilizing AutoDesk Revit.

5.2012 - 4.2013
HARRISON FRENCH AND ASSOCIATES / BENTONVILLE.ARKANSAS
Project Coordinator (6 months) -
Managed the production and coordination of construction documents for 7-Eleven convenience stores in the Northeast Division (Maryland, Washington DC, Virginia, etc.)

Proto Development (5 months)-
Managed the architectural discipline drawings in the prototypical construction document set for 7-Eleven convenience stores. Included DI/CI exercises as well as drafting and the instruction of production in application methods.

5.2012 - PRESENT
GRAPHICS-SCHMAFIKS DESIGN SOLUTIONS / ANYWHERE
Freelance Graphic Designer
Moonlighted with various image and graphic projects.

5.2008 - 8.2010 (summers)
MANTEL TETER ARCHITECTS / KANSAS CITY.MISSOURI
Intern Architect
Assisted partner architects in developing, documenting and archiving production drawings and 3d models.
Attended OEA meetings, and catalogued recently completed projects.

1.2011 - 5.2012
DRURY UNIVERSITY / SPRINGFIELD.MISSOURI
CAD Lab Operator
Helped run the I/O lab in the Drury Architecture facility. This entailed technical output jobs for the students and faculty.

SKILLS :

ANALOG SKILLS /
Hand drafting, illustration, sketching, physical models, etc.

SOFTWARE PROFICIENCIES /
Adobe Creative/Design Suites (2+) / Open Source Equivalents:
Illustrator/Inkscape, PhotoShop/GIMPshop, InDesign/Scribus

3d/2d Drafting:
AutoDesk Revit Architecture (with Vasari), AutoDesk Revit Structure, AutoDesk Revit MEP, AutoDesk AutoCAD, AutoDesk 3dsMax Design, Google SketchUp (with Kerkythea and/or Podium), Blender, etc.

LANGUAGE & SPECIAL SKILLS /
Some French; digital and analog fabrication, the operation of plotters, networks, 3d prototyping apparatus, laser cutting, CNC router and woodshop equipment; graphic design, web design, corporate identity development, product design, photography

HONORS & AWARDS :

2007 - 2012
DEAN'S LIST
Drury University

2009 - 2012
LIBRARIUM AWARD NOMINATIONS (5)
Drury University - Award for design excellence in the given year

MEMBER OF TAU SIGMA DELTA HONOR SOCIETY
Drury University Chapter

FOUNDERS AWARD FOR DESIGN EXCELLENCE, 2012
Graduate Award, Drury University

EXPERIENCE ABROAD :

2007 - 2012
Thailand, Cambodia, Greece, Germany, France, Turkey, Egypt

CDAC

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

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

Date: 04-26-2016

Name: Ryan Millican Home Telephone: _____

Home Address: 3014 Presley Street, APT 48, Fort Smith, AR Work Telephone: 479-739-0240
Zip: 72901 Email: ryanmillican.bvm@gmail.com

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

Education: Bachelors of Science Organizational Leadership

Professional and/or Community Activities: Optimist Club of Fort Smith, Noon Lions Club, Christian Business Men's Connection, Fort Smith Regional Chamber of Commerce Ambassador, VFW, Military Officers Association of Arkansas

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ No X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideratio
Driver's License_ Date of I
(This information riminal back ground check of all applicants,.

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

( ) Audit Committee
( ) Advertising & Promoting Commission
(X) Airport Commission
( ) Animal Services Advisory Board
( ) Arkansas Fair & Exhibition Facilities Board
( ) Benevolent Fund Board
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( ) Sebastian County Reg. Solid Waste Mgmt. Board
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: May 11th, 2016

SUBJECT: Fort Smith Municipal Employees Benevolent Fund Board of Advisors

The terms of Mr. Jamie Hammond (Police Dept.), Mr. Teddy Abbey (Fire Dept.) and Ms. April Byrd (other city department) of the Fort Smith Municipal Employees Benevolent Fund Board of Advisors will expire June 30th, 2016. Mr. Hammond, Mr. Abbey and Ms. Byrd wish to be reappointed to this board.

The applicants available are:

Mr. Jamie Hammond	705 Lost Bridge (wants reappointed)
Mr. Teddy Abbey	1505 Quebec Drive (wants reappointed)
Ms. April Byrd	1521 Vineyard (wants reappointed)

Appointments are **by the Board of Directors,** three appointments are needed. The terms will expire June 30th, 2019.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

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FORT SMITH MUNCIPAL EMPLOYEES BENEVOLENT FUND BOARD OF ADVISORS

The Fort Smith Municipal Employee's Benevolent Fund Board of Advisors was established December 23, 1991. The fund provides for a trust fund to be used to provide emergency assistance to the employees of the city of Fort Smith and their immediate families, including immediate families of deceased employees of the various city departments whenever such employees or their immediate families sustain extraordinary expenses (including, but not limited to: housing, clothing, food, educational, medical and dental expenses). Distributions from the fund shall be at the discretion of the "Board of Advisors" of the fund.

The "Board of Advisors" consists of nine persons as follows: two members of the police department, two members of the fire department, two members of other city departments, and two other adults who are citizens of the city of Fort Smith. The Mayor serves as a member. Ex-officio, and presides at meetings of the "Board of Advisors." Appointments are by the ***Board of Directors*** for three year terms.

	DATE APPOINTED	TERM EXPIRES
Police Department Representatives		
Jamie Hammond 705 Lost Bridge (72956) 410-1204 (h) 709-5119 (w) jhammond@fortsmithpd.org	05/21/13	06/30/16
Barbara Williams 7113 South T Street (03) 414-3545 (h) 709-5155 (w) bwilliams@fortsmithpd.org	05/15/12	06/30/18
Fire Department Representatives		
Teddy Abbey 1505 Quebec Drive (08) 649-8574 (h) 783-4052 (w) tabbey@fortsmithar.gov	05/21/13	06/30/16

Ronnie Rogers 1512 North 43 (04) 883-3131 (h) 783-4052 (w) rrogers@fortsmithar.gov	05/15/12	06/30/18

Other City Department Representatives

Patrick Geels 4420 Park Avenue (03) 783-0045 (h) 788-8938 (w) pgeels@fortsmithar.gov	05/20/14	06/30/17
April Byrd P.O. Box 396 Hackett, AR 72937 709-5178 (w) 479-353-1889 (h) abyrd@fortsmithpd.org	11/19/13	06/30/16

Citizen Representatives

Mary Moore UAMS 3424 North 27 Street (04) 424-3960 (w) 434-3658 (h) Maryspeaking1@gmail.com	06/21/11	06/30/17
Rhonda Royal Sykes Enterprises 4200 North 6 Street #518 (04) 461-4041 (h) 784-8600 (w) royalfort@aol.com	07/15/14	06/30/17

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

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

Date: 4-24-16

Name: Teddy Abbey

Home Telephone: 479-522-0525

Home Address: 1505 Quebec Drive

Work Telephone: 479-783-4052

Zip: 72908

Email: tabbey@fortsmithar.gov

Occupation: Battalion Chief Fort Smith Fire Dept.
(If retired, please indicate former occupation or profession)

Education: Master of Business Admin.

Professional and/or Community Activities: N/A

Additional Pertinent Information/References: N/A

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes X NO ____
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from conside[illegible]
Drivers License [redacted] AR Date of Birt[redacted]
information will b[redacted] back ground check of all applicant[redacted]

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

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

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

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

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

Date: __April 26, 2016_____

Name: _Jamie Hammond_____ Home Telephone: _479-739-3763_____

Home Address: _705 Lost Bridge _____ Work Telephone: _479-709-5119_____

Zip: _72956_____ Email: _jhammond@fortsmithpd.org_____

Occupation: __Fort Smith Police Officer_____
(If retired, please indicate former occupation or profession)

Education: ____Northside High School, Westark Community College_____

Professional and/or Community Activities: __Fort Smith Fraternal Order of Police_____

Fort Smith Municipal Police Association, Van Buren School District Board Member_____

Additional Pertinent Information/References: ___Current member of Benevolent Fund Board_____

Are you a registered voter in the City of Fort Smith? Yes_X_ No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ No_X__
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from
consideration.___N/A
Driver's License_ _____ Date o
(This information minal back ground check of all applicant

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

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( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

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wmathis@fortsmithar.gov

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

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

Date: April 27, 2016

Name: April Byrd

Home Telephone: 479-353-1889

Home Address: 1521 Vineyard Creek Rd. Greenwood, AR

Work Telephone: 479-709-5178

Zip: 72936

Email: abyrd@fortsmithpd.org

Occupation: Record's Clerk, Fort Smith Police Department
(If retired, please indicate former occupation or profession)

Education: High School Diploma

Professional and/or Community Activities:

Additional Pertinent Information/References: I currently serve on the Benevolent Fund Board and am interested in reappointment.

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ No X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from considerati
Driver's License Date of B
(This informatio nal back ground check of all ap).

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

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( ) Residential Housing Facilities Board

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

May 3, 2016

TO: Members of the Board of Directors
Members of the Port Authority

RE: Appointments:

The term of Mr. Eddie Norman will expire July 31st, 2016 on the Port Authority. In accordance with Ordinance No. 2926 applications for this prospective vacancy are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on June 7th, 2016. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

Jeff Dingman
Acting City Administrator

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
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PORT AUTHORITY

The Port Authority consists of five qualified electors of the city, appointed by the ***Mayor*** and each serves alternate five year terms. The authority meets on call.

	DATE APPOINTED	TERM EXPIRES
Eddie Norman Sales 3415 South 29 Circle (01) 646-9602 (h) 646-7331 (w) Eddie.norman@ryerson.com	08/21/01	07/31/16
Jeff Taake Transportation Consultant 2932 South Cliff Drive (01) 782-0323 (w) 646-2718 jtaake@arkindtraffic.com	06/19/12	07/31/17
Dustin Collyge 2323 South 26 Street (01) 790-0696 (h) 800-688-0616 (w) dcollyge@maverickusa.com	02/19/13	07/31/18
Phillip W. Doss EVP/Commercial Lending 2307 Camelot Drive (03) 739-8782 (h) 452-0709 (w) pdoss@summittankdirect.com	07/15/14	07/31/19
Larry J. Combs 3016 Royal Scots Way (08) 648-3747 (h) 788-6343 (w) Larry.combs@apac.com	06/21/11	07/31/20
Marty Shell Five Rivers P.O. Box 5606 (Van Buren) 629-4306		

May 3, 2016

TO: Members of the Board of Directors
Members of the Transit Advisory Commission

RE: Appointments:

The terms of Mr. Guadalupe Contreras and Mr. Charles Poole will expire July 15th, 2016 on the Transit Advisory Commission. In accordance with Ordinance No. 2926 applications for these prospective vacancies are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on June 7th, 2016. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

Jeff Dingman
Acting City Administrator

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