

A G E N D A
FORT SMITH PORT AUTHORITY

MEETING
Tuesday, April 19, 2022
Port of Fort Smith, 200 Navy Road
Fort Smith, Arkansas

TIME: 11:30 a.m.

1. Call to order – Larry Combs, Chair
2. Roll Call
3. Approve minutes of:
 - a. January 20, 2022 regular meeting
4. Treasurer’s Report – Philip Doss, Treasurer
 - a. Port Authority Bank activity and current balances
 - b. Ratification of payments made to date
 1. Ratify payment of Invoice #2146 from Cameron Hubbs Construction in the amount of \$55,000 for Building A East Side – Concrete Apron & Ramp. This project is complete.
 2. Ratify payment of Invoice #2152 from Cameron Hubbs Construction in the amount of \$4,752 for Building A West Side – South Corner Concrete Apron. This project is complete.
5. Operator’s Report/Tonnage Report
6. Business Items for discussion:
 - a. Report on recent vandalism at Port of Fort Smith
 - b. Discussion related to property & flood insurance for the Port of Fort Smith
 - c. Review the status of approved projects and consider any outstanding invoices from Cameron Hubbs Construction:
 1. Grade work for Building No 4 pad, approved for \$96,000
 2. Lay-down area fill between Building A & the river, approved for \$27,500
 3. Drainage swale between Dock 2 and Building B, approved for \$57,685
7. Next regular meeting: Thursday, July 21, 2022
8. Adjourn.

City of Fort Smith
Port Authority Meeting
11:30 a.m. Thursday, January 20, 2022
Port of Fort Smith, 200 Navy Road
Fort Smith, Arkansas

MINUTES

The Fort Smith Port Authority scheduled a regular meeting at 11:30 a.m. on Thursday, January 20, 2022 at the Port of Fort Smith, 200 Navy Road, Fort Smith.

The meeting was called to order by chairman Larry Combs at 11:49 a.m. and a quorum was noted present. Other Port Authority members present were Dustin Collyge and Eddie Norman. Philip Doss and Chad Lane were absent. Others attending included Marty Shell, Cameron Hubbs and Jeff Dingman.

The minutes of the October 20, 2021 regular meeting were presented for approval. Mr. Norman moved approval of the minutes. Mr. Collyge seconded, and the motion carried by unanimous vote.

The Port Authority reviewed the Port Authority's bank account statements and disbursements as of December 31, 2021. As of that date, the operating account balance was \$286,852.48 with no outstanding disbursements. Also as of that date, the balance of the grant project account was \$1.11 with no outstanding disbursements. The Port Authority also reviewed the December statements for the three Certificates of Deposit discussed at the previous meeting. Mr. Norman noted that it appears the three CDs will net in total about \$1,000 per quarter. Total balances as of all accounts as of December 31, 2021 was \$2,228,905.89. Mr. Collyge moved approval of the Treasurer's report. Mr. Norman seconded, and the motion carried by unanimous vote.

Mr. Shell delivered the Operators/Tonnage Report, stating that in the third quarter 2021 the Port of Fort Smith saw a total of 16,631 net tons of material. The Port of Van Buren handled 58,404 net tons of material for a total of 75,035 net tons. He indicated that the fourth quarter was the best quarter since 2019. Mr. Norman moved approval of the Operators/Tonnage Report. Mr. Collyge seconded and the motion carried by unanimous vote.

Mr. Combs presented Invoice No. 2123 from Cameron Hubbs Construction in the amount of \$5,280 for additional slag added to the Port's railroad spur. This project is complete and acceptable. Mr. Norman moved approval to pay Invoice No. 2123. Mr. Collyge seconded, and the motion carried by a vote of three in favor and zero opposed.

The Port Authority considered payment of Invoice No. 2134 from Cameron Hubbs Construction in the amount of \$28,523 for installation of the South Dock Anchoring Point/deadman. This project is complete and acceptable, and is within the \$30,000 approved for such work. Mr. Collyge moved approval to pay Invoice No. 2134. Mr. Norman seconded and the motion carried three in favor, zero opposed.

Mr. Combs presented Invoice No. 2124 from Cameron Hubbs Construction in the amount of \$5,000 for equipment and labor to grade existing materials to shape the area for future building No. 4. This is the first invoice for an ongoing project, the total expected cost is approximately \$96,000. Mr. Hubbs reported that the work completed to date is simple grading and a drainage channel in the existing material before the select fill gets added and shaped into the building pad. The dirt contractor should be on-site by the middle of February to resume this work.

The Port Authority reviewed the status of three other specific projects previously approved, as follows:

- A. Concrete ramps at Building A, approved for \$55,000. Mr. Hubbs reported that equipment was being moved on site, and work on these ramps should start within the next couple of weeks.
- B. Lay down area fill between Building A and the river, approved for \$27,500. The dirt contractor is not yet on-site, finishing other work. Should be on-site in mid-February.
- C. Drainage swale between Dock 2 and Building B, approved for \$57,685. Similar to item B above, the dirt contractor should be on-site in mid-February.

Mr. Shell asked the Port Authority to discuss a potential customer that would have rail cars of hazardous material. The Port Authority deferred to Mr. Shell on the matter, and Mr. Shell shared he will likely forego the arrangement.

Mr. Shell sought approval from the Port Authority to add signs to the property, according to the city's sign regulations. The signs would include a "Five Rivers Distribution" sign and a "Warehouse Space Available" sign. Mr. Shell also suggested that the Port Authority consider adding a "Port of Fort Smith" sign to the facility. The Port Authority agreed on all three counts, and Mr. Shell will take the lead in arranging for the signs.

Mr. Combs revisited the idea of painting "Port of Fort Smith" on the city's equalization tank at the Port entrance. Mr. Dingman stated that conversations with the Utility Director and City Administrator seemed favorable, and he would follow up with the next steps in that process. Mr. Shell also noted the possibility that the tank could be submitted for consideration as a site for The Unexpected mural project. Mr. Dingman noted the city would probably not object to that option if The Unexpected selected it as a mural site.

The next regular meeting of the Fort Smith Port Authority was scheduled for Thursday, April 21, 2022. There being no further business, the meeting adjourned at 12:25 pm, but was followed by pizza provided by Mr. Combs.

Respectfully submitted,



Jeff Dingman
Deputy City Administrator
City of Fort Smith, Arkansas



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*****AUTO**SCH 5-DIGIT 72904

47064 0.4640 AV 0.426 141 1 12



CITY OF FORT SMITH PORT AUTHORITY

GRANT ACCOUNT

623 GARRISON AVE

FORT SMITH AR 72901-2508

Statement Date: 01/31/2022

Account Number: [REDACTED]

As of October 25, 2021, our Terms and Conditions Addendum has been updated with additional provisions regarding Large Cash Withdrawal requests. To view this revision, please go to ozk.com/disclosures.

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PUBLIC FUND CHECKING ACCOUNT - [REDACTED]

PREVIOUS STATEMENT BALANCE AS OF 12/31/21:	1.11
PLUS 1 DEPOSITS AND OTHER CREDITS:	1.00
LESS 1 CHECKS AND OTHER DEBITS:	1.00
CURRENT STATEMENT BALANCE AS OF 01/31/22:	1.11
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	31

OTHER TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
01/27	TRANSFER FROM DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]		1.00
01/28	TRANSFER TO DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]	1.00	

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT
01/27	2.11	01/28	1.11

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST EARNED THIS STATEMENT PERIOD

AVERAGE LEDGER BALANCE:	1.14
INTEREST EARNED:	0.00
INTEREST PAID THIS PERIOD:	0.00
ANNUAL PERCENTAGE YIELD EARNED:	.00%
INTEREST RATE:	.05%





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 47065 0.4640 AV 0.426 141 1 13

 CITY OF FORT SMITH PORT AUTHORITY
 OPERATING ACCOUNT
 623 GARRISON AVE
 FORT SMITH AR 72901-2508

Statement Date: 01/31/2022

Account Number: [REDACTED]

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PUBLIC FUND CHECKING ACCOUNT - [REDACTED]

PREVIOUS STATEMENT BALANCE AS OF 12/31/21:	286,852.48
PLUS 2 DEPOSITS AND OTHER CREDITS:	13.18
LESS 1 CHECKS AND OTHER DEBITS:	1.00
CURRENT STATEMENT BALANCE AS OF 01/31/22:	286,864.66
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	31

OTHER TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
01/27	TRANSFER TO DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]	1.00	
01/28	TRANSFER FROM DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]		1.00
01/31	INTEREST		12.18

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
01/27	286,851.48	01/28	286,852.48	01/31	286,864.66		

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST PAID YEAR TO DATE: 12.18

INTEREST EARNED THIS STATEMENT PERIOD

AVERAGE LEDGER BALANCE:	286,852.44
INTEREST EARNED:	12.18
INTEREST PAID THIS PERIOD:	12.18
ANNUAL PERCENTAGE YIELD EARNED:	.05%
INTEREST RATE:	.05%





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47733 0.4640 AV 0.426 142 1 12



CITY OF FORT SMITH PORT AUTHORITY

GRANT ACCOUNT

623 GARRISON AVE

FORT SMITH AR 72901-2508

Statement Date: 02/28/2022

Account Number: [REDACTED]

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PUBLIC FUND CHECKING ACCOUNT - [REDACTED]

PREVIOUS STATEMENT BALANCE AS OF 01/31/22:	1.11
PLUS 1 DEPOSITS AND OTHER CREDITS:	1.00
LESS 1 CHECKS AND OTHER DEBITS:	1.00
CURRENT STATEMENT BALANCE AS OF 02/28/22:	1.11
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	28

OTHER TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
02/25	TRANSFER FROM DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]		1.00
02/28	TRANSFER TO DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]	1.00	

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
02/25	2.11	02/28	1.11				

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST EARNED THIS STATEMENT PERIOD

AVERAGE LEDGER BALANCE:	1.21
INTEREST EARNED:	0.00
INTEREST PAID THIS PERIOD:	0.00
ANNUAL PERCENTAGE YIELD EARNED:	.00%
INTEREST RATE:	.05%





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47734 0.6580 AV 0.426 142 1 13



CITY OF FORT SMITH PORT AUTHORITY

OPERATING ACCOUNT

623 GARRISON AVE

FORT SMITH AR 72901-2508

Statement Date: 02/28/2022

Account Number: [REDACTED]

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PUBLIC FUND CHECKING ACCOUNT - [REDACTED]

PREVIOUS STATEMENT BALANCE AS OF 01/31/22:	286,864.66
PLUS 2 DEPOSITS AND OTHER CREDITS:	11.37
LESS 4 CHECKS AND OTHER DEBITS:	38,804.00
CURRENT STATEMENT BALANCE AS OF 02/28/22:	248,072.03
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	28

CHECK TRANSACTIONS

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
157	02/17	5,280.00	159	02/17	5,000.00
158	02/17	28,523.00			

OTHER TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
02/25	TRANSFER TO DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]	1.00	
02/28	TRANSFER FROM DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]		1.00
02/28	INTEREST		10.37

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
02/17	248,061.66	02/25	248,060.66	02/28	248,072.03		

PAYER FEDERAL ID NUMBER: 71-0130170

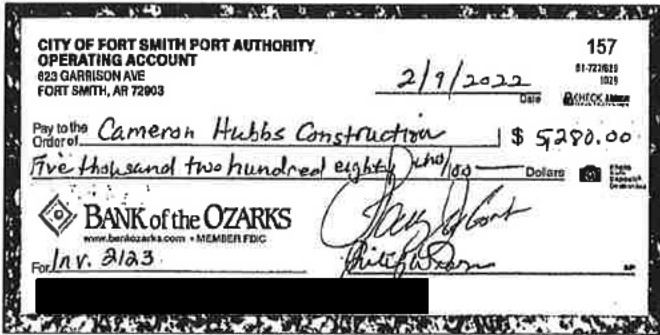
INTEREST PAID YEAR TO DATE: 22.55

INTEREST EARNED THIS STATEMENT PERIOD

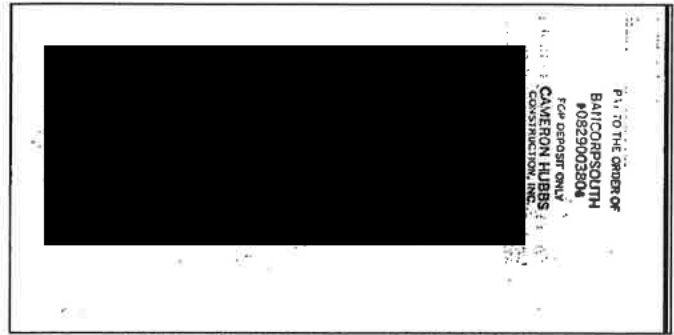
AVERAGE LEDGER BALANCE:	270,234.69
INTEREST EARNED:	10.37
INTEREST PAID THIS PERIOD:	10.37
ANNUAL PERCENTAGE YIELD EARNED:	.05%
INTEREST RATE:	.05%



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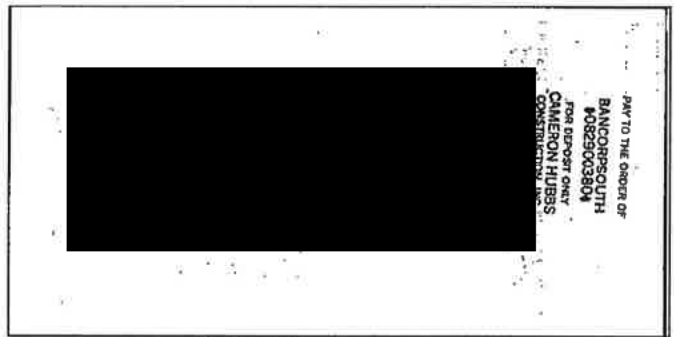
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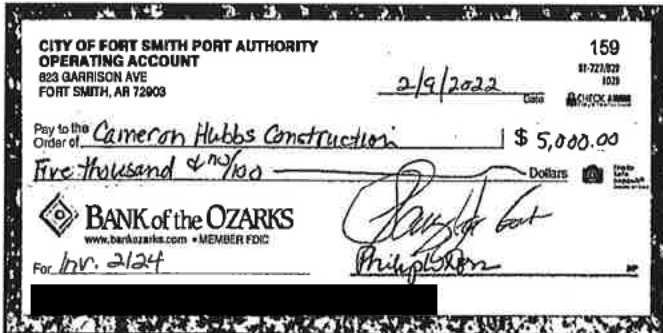
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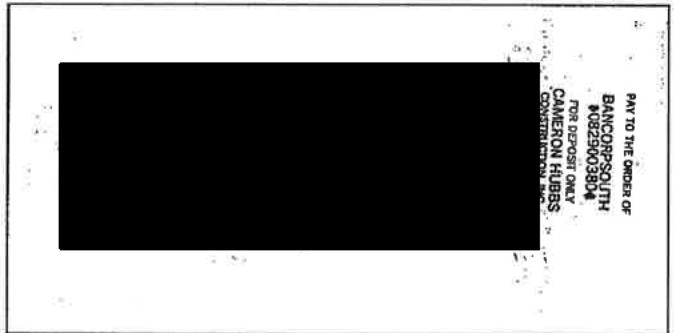
158 \$28523.00 02/17/2022



158 \$28523.00 02/17/2022



159 \$5000.00 02/17/2022



159 \$5000.00 02/17/2022



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 69715 0.4640 AV 0.426 197 1 12

 CITY OF FORT SMITH PORT AUTHORITY
 GRANT ACCOUNT
 623 GARRISON AVE
 FORT SMITH AR 72901-2508

Statement Date: 03/31/2022

Account Number: [REDACTED]

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PUBLIC FUND CHECKING ACCOUNT - [REDACTED]

PREVIOUS STATEMENT BALANCE AS OF 02/28/22:	1.11
PLUS 1 DEPOSITS AND OTHER CREDITS:	1.00
LESS 1 CHECKS AND OTHER DEBITS:	1.00
CURRENT STATEMENT BALANCE AS OF 03/31/22:	1.11
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	31

OTHER TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
03/25	TRANSFER FROM DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]		1.00
03/31	TRANSFER TO DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]	1.00	

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT
03/25	2.11	03/31	1.11

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST EARNED THIS STATEMENT PERIOD

AVERAGE LEDGER BALANCE:	1.30
INTEREST EARNED:	0.00
INTEREST PAID THIS PERIOD:	0.00
ANNUAL PERCENTAGE YIELD EARNED:	.00%
INTEREST RATE:	.05%





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69716 0.6580 AV 0.426 197 1 13



CITY OF FORT SMITH PORT AUTHORITY

OPERATING ACCOUNT

623 GARRISON AVE

FORT SMITH AR 72901-2508

Statement Date: 03/31/2022

Account Number: [REDACTED]

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PUBLIC FUND CHECKING ACCOUNT - [REDACTED]

PREVIOUS STATEMENT BALANCE AS OF 02/28/22:	248,072.03
PLUS 2 DEPOSITS AND OTHER CREDITS:	10.31
LESS 3 CHECKS AND OTHER DEBITS:	59,753.00
CURRENT STATEMENT BALANCE AS OF 03/31/22:	188,329.34
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	31

CHECK TRANSACTIONS

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
160	03/17	55,000.00	161	03/17	4,752.00

OTHER TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
03/25	TRANSFER TO DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]	1.00	
03/31	TRANSFER FROM DDA PUBLIC FUNDS INT ACCOUNT [REDACTED]		1.00
03/31	INTEREST		9.31

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
03/17	188,320.03	03/25	188,319.03	03/31	188,329.34		

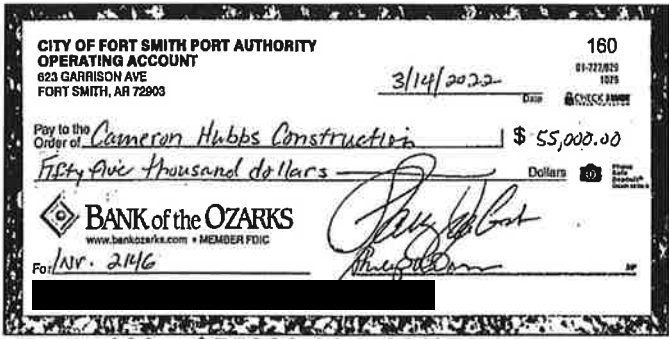
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INTEREST PAID YEAR TO DATE: 31.86

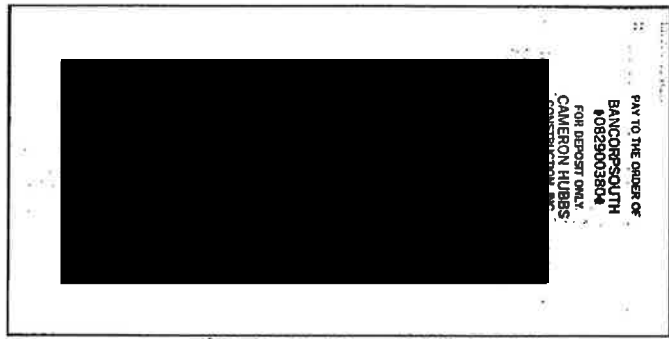
INTEREST EARNED THIS STATEMENT PERIOD

AVERAGE LEDGER BALANCE:	219,159.57
INTEREST EARNED:	9.31
INTEREST PAID THIS PERIOD:	9.31
ANNUAL PERCENTAGE YIELD EARNED:	.05%
INTEREST RATE:	.05%

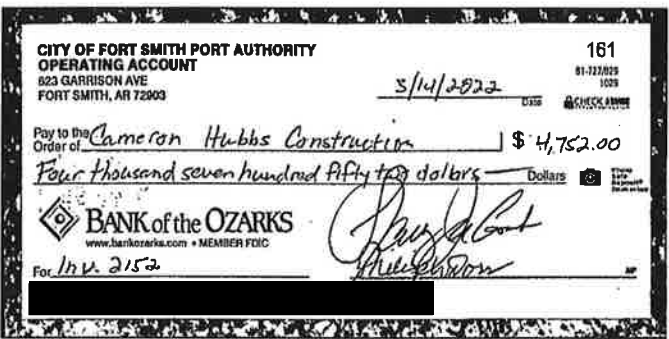




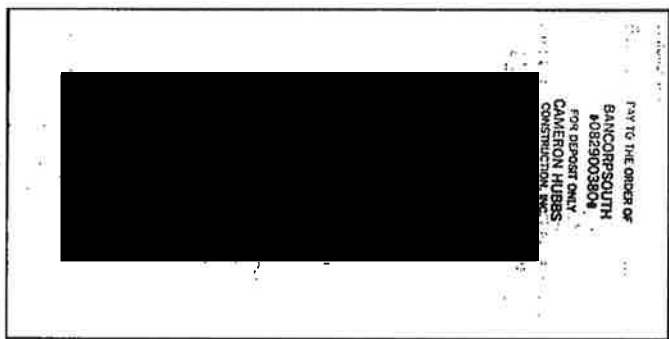
160 \$55000.00 03/17/2022



160 \$55000.00 03/17/2022



161 \$4752.00 03/17/2022



161 \$4752.00 03/17/2022





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*****AUTO**ALL FOR AADC 727

22270 0.4640 AB 0.461 70 3 5



CITY OF FORT SMITH PORT AUTHORITY

623 GARRISON AVE

FORT SMITH AR 72901-2508

Statement Date: 03/24/2022

Account Number: [REDACTED]

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PUBLIC FUNDS CD CERTIFICATE - [REDACTED]

PREVIOUS STATEMENT BALANCE AS OF 12/24/21:	666,967.56
PLUS 0 DEPOSITS AND OTHER CREDITS:	0.00
LESS 0 WITHDRAWALS AND OTHER DEBITS:	0.00
CURRENT STATEMENT BALANCE AS OF 03/24/22:	667,265.28
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	90

TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
12/31/21	INTEREST AT .1810 %		102.53
01/31/22	INTEREST AT .1810 %		102.55
02/28/22	INTEREST AT .1810 %		92.64

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
12/31	667,070.09	01/31	667,172.64	02/28	667,265.28		

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST PAID YEAR TO DATE: 195.19

INTEREST EARNED THIS STATEMENT PERIOD


AVERAGE LEDGER BALANCE:	667,066.67
INTEREST EARNED:	297.72
INTEREST PAID THIS PERIOD:	297.72
ANNUAL PERCENTAGE YIELD EARNED:	.18%





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 22269 0.4640 AB 0.461 70 3 4

 CITY OF FORT SMITH PORT AUTHORITY
 623 GARRISON AVE
 FORT SMITH AR 72901-2508

Statement Date: 03/24/2022

Account Number: XXXXXXXXXX

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PUBLIC FUNDS CD CERTIFICATE - XXXXXXXXXX

PREVIOUS STATEMENT BALANCE AS OF 12/24/21:	667,017.43
PLUS 0 DEPOSITS AND OTHER CREDITS:	0.00
LESS 0 WITHDRAWALS AND OTHER DEBITS:	0.00
CURRENT STATEMENT BALANCE AS OF 03/24/22:	667,364.51
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	90

TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
12/31/21	INTEREST AT .2110 %		119.53
01/31/22	INTEREST AT .2110 %		119.55
02/28/22	INTEREST AT .2110 %		108.00

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
12/31	667,136.96	01/31	667,256.51	02/28	667,364.51		

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST PAID YEAR TO DATE: 227.55

INTEREST EARNED THIS STATEMENT PERIOD

AVERAGE LEDGER BALANCE:	667,132.98
INTEREST EARNED:	347.08
INTEREST PAID THIS PERIOD:	347.08
ANNUAL PERCENTAGE YIELD EARNED:	.21%





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22268 0.4640 AB 0.461 70 3 3



CITY OF FORT SMITH PORT AUTHORITY

623 GARRISON AVE

FORT SMITH AR 72901-2508

Statement Date: 03/24/2022

Account Number: [REDACTED]

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PUBLIC FUNDS CD CERTIFICATE - [REDACTED]

PREVIOUS STATEMENT BALANCE AS OF 12/24/21:	667,067.31
PLUS 0 DEPOSITS AND OTHER CREDITS:	0.00
LESS 0 WITHDRAWALS AND OTHER DEBITS:	0.00
CURRENT STATEMENT BALANCE AS OF 03/24/22:	667,463.80
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	90

TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
12/31/21	INTEREST AT .2410 %		136.54
01/31/22	INTEREST AT .2410 %		136.57
02/28/22	INTEREST AT .2410 %		123.38

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
12/31	667,203.85	01/31	667,340.42	02/28	667,463.80		

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST PAID YEAR TO DATE: 259.95

INTEREST EARNED THIS STATEMENT PERIOD

AVERAGE LEDGER BALANCE:	667,199.30
INTEREST EARNED:	396.49
INTEREST PAID THIS PERIOD:	396.49
ANNUAL PERCENTAGE YIELD EARNED:	.24%





Cameron Hubbs Construction, Inc

3409 Owen Street
Van Buren, AR 72956
Phone: (479) 262-6905
Fax: (479) 262-6908

INVOICE

Invoice Number: 2146
Invoice Date: 2/28/2022
Page: Page 1 of 1

BILL TO:
Port Authority of City of FS 200 Navy Road
Fort Smith AR 72901

JOB LOCATION:
PFS-Bldg A Skirting Concrete 200 Navy Road
Fort Smith AR

Customer ID	Customer PO	Attention	Job Number
279			22-007
Due Date	Payment Terms	Discount Amount	Discount if paid by:
3/30/2022	Net 30 Days	0.00	2/28/2022

Quantity	Description	Unit Price	Amount
1.00	BUILDING A EAST SIDE- CONCRETE APRON & RAMP Material, Equipment, and Labor to pour reinforced concrete apron along East side of Bldg A to cap old slab and improve drainage	55,000.00	55,000.00

Subtotal	\$	55,000.00
Sales Tax (if applicable)	\$	0.00
Retainage	\$	0.00
Total Invoice Amount	\$	55,000.00
Previous Payments/Credit Applied	\$	0.00
TOTAL		55,000.00

***Unless noted, excludes any state sales tax if required. Customer must report if required to remit**



Cameron Hubbs Construction, Inc

3409 Owen Street
Van Buren, AR 72956
Phone: (479) 262-6905
Fax: (479) 262-6908

INVOICE

Invoice Number: 2152
Invoice Date: 2/28/2022
Page: Page 1 of 1

BILL TO:			
Port Authority of City of FS 200 Navy Road			
Fort Smith	AR	72901	

JOB LOCATION:	
PFS-Bldg A Skirting Concrete	
200 Navy Road	
Fort Smith	AR

Customer ID	Customer PO	Attention	Job Number
279			22-007
Due Date	Payment Terms	Discount Amount	Discount if paid by:
3/30/2022	Net 30 Days	0.00	2/28/2022

Quantity	Description	Unit Price	Amount
1.00	BUILDING A WEST SIDE - SOUTH CORNER CONCRETE APRON Material, Equipment, and Labor to pour reinforced concrete apron along North corner of West side	4,752.00	4,752.00

*Unless noted, excludes any state sales tax if required. Customer must report if required to remit

Subtotal	\$	4,752.00
Sales Tax (if applicable)	\$	0.00
Retainage	\$	0.00
Total Invoice Amount	\$	4,752.00
Previous Payments/Credit Applied	\$	0.00
TOTAL		4,752.00

**FIVE RIVERS DISTRIBUTION - PORT OF FORT SMITH
TONNAGE REPORT**

Date: January 2022

Pay to: City of Fort Smith

PORT	DATE RECD.	COMMODITY	RECD. VIA	LOAD WT	TONS
RECEIVED VIA TRUCKS					
FSPT	01/01-31/22	Steel	Truck	1,059,100	529.5500
FSPT	01/01-31/22	Bars	Truck	0	0.0000
				TOTALS	1,059,100 529.5500
RECEIVED VIA TRUCKS					
FSPT	01/01-31/22	Potash/Trio	Truck	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA RAIL					
FSPT	01/01-31/22	Steel	Rail Cars	485,490	242.7450
FSPT	01/01-31/22	Wire Rods	Rail Cars	0	0.0000
				TOTALS	485,490 242.7450
RECEIVED VIA RAIL					
FSPT	01/01-31/22	Lumber	Rail Cars	115,000	57.5000
				TOTALS	115,000 57.5000
RECEIVED VIA RAIL					
FSPT	01/01-31/22	Phosphate	Rail Cars	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA TRUCKS/RAIL					
FSPT	01/01-31/22	Corn Germ	Truck/Rail	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA RAIL/TRUCK					
FSPT	01/01-31/22	Bar	Trucks	420,892	210.4460
				TOTALS	420,892 210.4460
RECEIVED VIA RAIL					
FSPT	01/01-31/22	Potash	Rail Cars	0	0.0000
				TOTALS	0 0.0000
SHIPPED/RECEIVED VIA BARGE					
FSPT	01/01-31/22	Scrap Iron	Barge	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA TRUCK					
FSPT	01/01-31/22	Alloys	Truck	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA BARGE/RAIL					
FSPT	01/01-31/22	Alloys	Rail/Barge	0	0.0000
				TOTALS	0 0.0000
RECEIVED/SHIPPED VIA RAIL/BARGE/TRUCK					
FSPT	01/01-31/22	Urea/Trio/Potash	Barge	0	0.0000
FSPT	01/01-31/22	Mag. Oxide	Barge	0	0.0000
FSPT	01/01-31/22	Magnachem Ore	Barge	0	0.0000
FSPT	01/01-31/22	JDG/Soy Hull/Corr	Barge	2,791,888	1,395.9440
				TOTALS	2,791,888 1,395.9440
SHIPPED VIA BARGE					
FSPT	01/01-31/22	Coal	Barge	0	0.0000
				TOTALS	0 0.0000

TOTAL TONNAGE 01/01-31/22 2,436.1850

**FIVE RIVERS DISTRIBUTION - PORT OF FORT SMITH
TONNAGE REPORT**

Date: February 2022

Pay to: City of Fort Smith

PORT	DATE RECD.	COMMODITY	RECD. VIA	LOAD WT	TONS
RECEIVED VIA TRUCKS					
FSPT	02/01-28/22	Steel	Truck	1,851,347	925.6735
FSPT	02/01-28/22	Bars	Truck	0	0.0000
			TOTALS	1,851,347	925.6735
RECEIVED VIA TRUCKS					
FSPT	02/01-28/22	Potash/Trio	Truck	0	0.0000
			TOTALS	0	0.0000
RECEIVED VIA RAIL					
FSPT	02/01-28/22	Steel	Rail Cars	0	0.0000
FSPT	02/01-28/22	Wire Rods	Rail Cars	0	0.0000
			TOTALS	0	0.0000
RECEIVED VIA RAIL					
FSPT	02/01-28/22	Lumber	Rail Cars	0	0.0000
			TOTALS	0	0.0000
RECEIVED VIA RAIL					
FSPT	02/01-28/22	Phosphate	Rail Cars	0	0.0000
			TOTALS	0	0.0000
RECEIVED VIA TRUCKS/RAIL					
FSPT	02/01-28/22	Corn Germ	Truck/Rail	0	0.0000
			TOTALS	0	0.0000
RECEIVED VIA RAIL/TRUCK					
FSPT	02/01-28/22	Bar	Trucks	108,311	54.1555
			TOTALS	108,311	54.1555
RECEIVED VIA RAIL					
FSPT	02/01-28/22	Potash	Rail Cars	0	0.0000
			TOTALS	0	0.0000
SHIPPED/RECEIVED VIA BARGE					
FSPT	02/01-28/22	Scrap Iron	Barge	0	0.0000
			TOTALS	0	0.0000
RECEIVED VIA TRUCK					
FSPT	02/01-28/22	Alloys	Truck	0	0.0000
			TOTALS	0	0.0000
RECEIVED VIA BARGE/RAIL					
FSPT	02/01-28/22	Alloys	Rail/Barge	0	0.0000
			TOTALS	0	0.0000
RECEIVED/SHIPPED VIA RAIL/BARGE/TRUCK					
FSPT	02/01-28/22	Urea/Trio/Potash	Barge	0	0.0000
FSPT	02/01-28/22	Mag. Oxide	Barge	0	0.0000
FSPT	02/01-28/22	Magnachem Ore	Barge	0	0.0000
FSPT	02/01-28/22	JDG/Soy Hull/Corr	Barge	6,300,708	3,150.3540
			TOTALS	6,300,708	3,150.3540
SHIPPED VIA BARGE					
FSPT	02/01-28/22	Coal	Barge	0	0.0000
			TOTALS	0	0.0000

TOTAL TONNAGE 02/01-28/22 4,130.1830

**FIVE RIVERS DISTRIBUTION - PORT OF FORT SMITH
TONNAGE REPORT**

Date: March 2022

Pay to: City of Fort Smith

PORT	DATE RECD.	COMMODITY	RECD. VIA	LOAD WT	TONS
RECEIVED VIA TRUCKS					
FSPT	03/01-31/22	Steel	Truck	1,514,186	757.0930
FSPT	03/01-31/22	Bars	Truck	0	0.0000
				TOTALS	1,514,186 757.0930
RECEIVED VIA TRUCKS					
FSPT	03/01-31/22	Potash/Trio	Truck	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA RAIL					
FSPT	03/01-31/22	Steel	Rail Cars	89,380	44.6900
FSPT	03/01-31/22	Wire Rods	Rail Cars	0	0.0000
				TOTALS	89,380 44.6900
RECEIVED VIA RAIL					
FSPT	03/01-31/22	Lumber	Rail Cars	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA RAIL					
FSPT	03/01-31/22	Phosphate	Rail Cars	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA TRUCKS/RAIL					
FSPT	03/01-31/22	Corn Germ	Truck/Rail	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA RAIL/TRUCK					
FSPT	03/01-31/22	Bar	Trucks	399,875	199.9375
				TOTALS	399,875 199.9375
RECEIVED VIA RAIL					
FSPT	03/01-31/22	Potash	Rail Cars	0	0.0000
				TOTALS	0 0.0000
SHIPPED/RECEIVED VIA BARGE					
FSPT	03/01-31/22	Scrap Iron	Barge	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA TRUCK					
FSPT	03/01-31/22	Alloys	Truck	0	0.0000
				TOTALS	0 0.0000
RECEIVED VIA BARGE/RAIL					
FSPT	03/01-31/22	Alloys	Rail/Barge	0	0.0000
				TOTALS	0 0.0000
RECEIVED/SHIPPED VIA RAIL/BARGE/TRUCK					
FSPT	03/01-31/22	Urea/Trio/Potash	Barge	0	0.0000
FSPT	03/01-31/22	Mag. Oxide	Barge	0	0.0000
FSPT	03/01-31/22	Magnachem Ore	Barge	0	0.0000
FSPT	03/01-31/22	JDG/Soy Hull/Corr	Barge	2,869,580	1,434.7900
				TOTALS	2,869,580 1,434.7900
SHIPPED VIA BARGE					
FSPT	03/01-31/22	Coal	Barge	0	0.0000
				TOTALS	0 0.0000

TOTAL TONNAGE 03/01-31/22 2,436.5105

FIVE RIVERS DISTRIBUTION - VAN BUREN
TONNAGE REPORT
Date: January 2022

PORT	DATE RECD.	COMMODITY	RECD. VIA	LOAD WT	TONS
RECEIVED VIA TRUCKS					
VB	01/01-31/22	Electrical Coils	Trucks	0	0.0000
VB	01/01-31/22	Steel Coils	Trucks	0	0.0000
VB	01/01-31/22	Tinplate Coils	Trucks	0	0.0000
VB	01/01-31/22	Wire Rods	Trucks	14,872,758	7,436.3790
VB	01/01-31/22	Ingots	Trucks	0	0.0000
			TOTALS	14,872,758	7,436.3790
RECEIVED/SHIPPED VIA RAIL					
VB	01/01-31/22	Steel Coils	Rail Cars	0	0.0000
VB	01/01-31/22	Ingots	Rail Cars	0	0.0000
VB	01/01-31/22	Tinplate Coils	Rail Cars	0	0.0000
VB	01/01-31/22	Wire Rods	Rail Cars	2,363,375	1,181.6875
			TOTALS	2,363,375	1,181.6875
RECEIVED VIA RAIL					
VB	01/01-31/22	Feed Pellets/DDG	Rail Cars	0	0.0000
VB	01/01-31/22	Sand	Rail Cars	0	0.0000
			TOTALS	0	0.0000
RECEIVED VIA BARGE					
VB	01/01-31/22	Wire Rods	Barges	0	0.0000
VB	01/01-31/22	Tinplate	Barges	0	0.0000
VB	01/01-31/22	Steel Coils	Barges	0	0.0000
			TOTALS	0	0.0000
RECEIVED VIA BARGE					
VB	01/01-31/22	Urea/DFP/Potash/MCP/MgO	Barges	15,655,266	7,827.6330
VB	01/01-31/22	Feed Pellets	Barges	0	0.0000
VB	01/01-31/22	Phosphate	Barges	0	0.0000
VB	01/01-31/22	DDG/Corn Gluten/SBM	Barges	0	0.0000
VB	01/01-31/22	MagnaChem	Barges	0	0.0000
VB	01/01-31/22	Aggregate	Barges	0	0.0000
			TOTALS	15,655,266	7,827.6330
RECEIVED VIA TRUCK					
VB	01/01-31/22	Potash/Magox	Trucks	0	0.0000
				0	0.0000
RECEIVED VIA BARGE					
VB	01/01-31/22	Pig Iron	Barges	0	0.0000
			TOTALS	0	0.0000
RECEIVED VIA BARGE					
VB	01/01-31/22	Scrap	Barges	0	0.0000
			TOTALS	0	0.0000

TOTAL TONNAGE 01/01-31/22 **16,445.6995**

FIVE RIVERS DISTRIBUTION - VAN BUREN TONNAGE REPORT

Date: February 2022

PORT	DATE RECD.	COMMODITY	RECD. VIA	LOAD WT	TONS
RECEIVED VIA TRUCKS					
VB	02/01-28/22	Electrical Coils	Trucks	0	0.0000
VB	02/01-28/22	Steel Coils	Trucks	0	0.0000
VB	02/01-28/22	Tinplate Coils	Trucks	0	0.0000
VB	02/01-28/22	Wire Rods	Trucks	0	0.0000
VB	02/01-28/22	Ingots	Trucks	0	0.0000
TOTALS				0	0.0000
RECEIVED/SHIPPED VIA RAIL					
VB	02/01-28/22	Steel Coils	Rail Cars	0	0.0000
VB	02/01-28/22	Ingots	Rail Cars	0	0.0000
VB	02/01-28/22	Tinplate Coils	Rail Cars	0	0.0000
VB	02/01-28/22	Wire Rods	Rail Cars	320,832	160.4160
TOTALS				320,832	160.4160
RECEIVED VIA RAIL					
VB	02/01-28/22	Feed Pellets/DDG	Rail Cars	0	0.0000
VB	02/01-28/22	Sand	Rail Cars	0	0.0000
TOTALS				0	0.0000
RECEIVED VIA BARGE					
VB	02/01-28/22	Wire Rods	Barges	11,965,621	5,982.8105
VB	02/01-28/22	Tinplate	Barges	0	0.0000
VB	02/01-28/22	Steel Coils	Barges	0	0.0000
TOTALS				11,965,621	5,982.8105
RECEIVED VIA BARGE					
VB	02/01-28/22	Urea/DFP/Potash/MCP/MgO	Barges	8,875,360	4,437.6800
VB	02/01-28/22	Feed Pellets	Barges	0	0.0000
VB	02/01-28/22	Phosphate	Barges	0	0.0000
VB	02/01-28/22	DDG/Corn Gluten/SBM	Barges	0	0.0000
VB	02/01-28/22	MagnaChem	Barges	0	0.0000
VB	02/01-28/22	Tapioca Starch	Barges	2,726,760	1,363.3800
TOTALS				11,602,120	5,801.0600
RECEIVED VIA TRUCK					
VB	02/01-28/22	Potash/Magox	Trucks	0	0.0000
				0	0.0000
RECEIVED VIA BARGE					
VB	02/01-28/22	Pig Iron	Barges	9,073,146	4,536.5730
TOTALS				9,073,146	4,536.5730
RECEIVED VIA BARGE					
VB	02/01-28/22	Scrap	Barges	2,971,970	1,485.9850
TOTALS				2,971,970	1,485.9850
TOTAL TONNAGE 02/01-28/22					17,966.8445

FIVE RIVERS DISTRIBUTION - VAN BUREN TONNAGE REPORT

Date: March 2022

PORT	DATE RECD.	COMMODITY	RECD. VIA	LOAD WT	TONS
RECEIVED VIA TRUCKS					
VB	03/01-31/22	Electrical Coils	Trucks	0	0.0000
VB	03/01-31/22	Steel Coils	Trucks	0	0.0000
VB	03/01-31/22	Tinplate Coils	Trucks	0	0.0000
VB	03/01-31/22	Wire Rods	Trucks	0	0.0000
VB	03/01-31/22	Ingots	Trucks	0	0.0000
TOTALS				0	0.0000
RECEIVED/SHIPPED VIA RAIL					
VB	03/01-31/22	Steel Coils	Rail Cars	0	0.0000
VB	03/01-31/22	Ingots	Rail Cars	0	0.0000
VB	03/01-31/22	Tinplate Coils	Rail Cars	0	0.0000
VB	03/01-31/22	Wire Rods	Rail Cars	2,496,517	1,248.2585
TOTALS				2,496,517	1,248.2585
RECEIVED VIA RAIL					
VB	03/01-31/22	Feed Pellets/DDG	Rail Cars	0	0.0000
VB	03/01-31/22	Sand	Rail Cars	0	0.0000
TOTALS				0	0.0000
RECEIVED VIA BARGE					
VB	03/01-31/22	Wire Rods	Barges	18,169,201	9,084.6005
VB	03/01-31/22	Tinplate	Barges	0	0.0000
VB	03/01-31/22	Steel Coils	Barges	0	0.0000
TOTALS				18,169,201	9,084.6005
RECEIVED VIA BARGE					
VB	03/01-31/22	Urea/DFP/Potash/MCP/MgO	Barges	15,538,702	7,769.3510
VB	03/01-31/22	Feed Pellets	Barges	0	0.0000
VB	03/01-31/22	Phosphate	Barges	0	0.0000
VB	03/01-31/22	DDG/Corn Gluten/SBM	Barges	0	0.0000
VB	03/01-31/22	MagnaChem	Barges	0	0.0000
VB	03/01-31/22	Tapioca Starch	Barges	0	0.0000
vb	03/01-31/22	Aggregate	Barges	3,106,000	1,553.0000
TOTALS				18,644,702	9,322.3510
RECEIVED VIA TRUCK					
VB	03/01-31/22	Potash/Magox	Trucks	0	0.0000
				0	0.0000
RECEIVED VIA BARGE					
VB	03/01-31/22	Pig Iron	Barges	3,766,780	1,883.3900
TOTALS				3,766,780	1,883.3900
RECEIVED VIA BARGE					
VB	03/01-31/22	Scrap	Barges	0	0.0000
TOTALS				0	0.0000
TOTAL TONNAGE 03/01-31/22					21,538.6000



TENSION FABRIC STRUCTURES

Sales & Installation

CONTRACT

SALES AND INSTALLATION CONTRACT

THIS AGREEMENT, made this 14th day of April , 2022 between Five Rivers Distribution LLC, (**Buyer**), 2020 River Front Rd, Van Buren AR, 72957 , and Legacy Building Solutions, Inc. (**Seller**), 19500 County Road 142, South Haven, MN 55382, a Minnesota corporation.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained in this Agreement the parties agree as follows:

1. **SALE OF PRODUCT AND SERVICES.** Seller agrees to sell, and Buyer agrees to purchase products (the **“Product”**) and services necessary to install the Product (the **“Work”**) listed on the attached Scope of Supply/Contract Proposal, which is included as **Exhibit “A.”**
2. **SITE** The location for the installation of the Legacy Building Solutions, Inc. Product is 200 Navy Road, Fort Smith, Arkansas (the **“Site”**).
3. **CONTRACT PRICE.** Seller agrees to sell and install the Product to the Buyer for a total price of \$63,175.18 (the **“Purchase Price”**).
4. **PAYMENT TERMS.** Buyer shall pay Seller the Purchase Price as follows:
 - a) A down Payment of 50% (\$31,587.59) on or before April 22, 2022.
 - b) Periodic Payments of:

Remaining balance upon substantial completion (\$31,587.59)

- c) If Buyer requests, or causes, the delay of material shipment to site, storage charges of \$200-per-day-per-truckload will start to accrue two weeks after Buyer is notified that materials are ready to ship. The storage charges will accrue per-load until the day each load is delivered to site.
- d) If Buyer requests, or causes, the delay of material shipment to site, all Periodic Payments up to, and including, payments due upon material delivery will be due

_____	_____
Buyer	Seller
Initial	Initial

immediately. Receipt of Periodic Payments does not remove Buyer's obligation to pay storage charges, as applicable.

5. **BALANCE.** The balance of the purchase price must be made within 30 days of delivery or upon substantial completion. Until the Purchase Price is paid-in-full, Seller will have a purchase-money security interest in the Product under the Uniform Commercial Code including all the rights and powers which accompany it.
6. **BUYER'S WORK-RELATED OBLIGATIONS.** Buyer will insure or provide the following:
 - 6.1. A work ready job Site level and free of obstructions.
 - 6.2. The job Site must include a 20' perimeter around the building that is clear and flat for working. Seller is not responsible for damage to anything within a 20' perimeter of the building. If there is not a 20' perimeter around the building additional charges will be assessed by 'Construction Change Order' to the Contract Price contained in **Section 4** above.
 - 6.3. Buyer must forward photos of the building site, ten to fourteen (10-14) days, prior to crew mobilizing to site to begin the installation process. Seller's installation crew will not mobilize to site until photographic evidence of site conditions and site preparedness is received.
 - 6.4. The structure footprint must be clear of all obstructions. Seller is not responsible for any damage to protrusions that are not clearly marked and identified prior to start of installation.
 - 6.5. There must be no restrictions on working hours, noise, or the use of work lights at night except as noted in '**Exhibit B**' – '**Work Plan**'
 - 6.6. The foundation must be completed with proper time to cure prior to start of installation. In the event the Site is not ready by the start date, Buyer agrees to pay reasonable hourly rates for the time it takes to get the Site ready to work on.
 - 6.7. Buyer agrees to reimburse Seller for all expenses incurred as a result of an unprepared Site, (i.e. rebooking of airline tickets, mileage, hotel, payroll expenses, equipment rental, etc.).
 - 6.8. Buyer understands that they are responsible for all additional expenses related to any union complications, including but not limited to: re-

_____		_____
Buyer		Seller
Initial		Initial

scheduling of hours (i.e. working through the night), delays due to picket lines, or complete jobsite shut-down. Should there be a complete shut-down, Buyer understands that any funds already received by Seller are NOT refundable.

- 6.9. Buyer is responsible for all permitting, inspection costs and scheduling.
 - 6.10. Buyer is responsible for providing a dumpster on Site.
 - 6.11. Buyer is responsible for snow removal on job site during construction.
 - 6.12. Must provide general maintenance on the building, including but not limited to, snow removal.
7. **SELLER'S WORK-RELATED OBLIGATIONS.** Seller is responsible for the following:
- (a) All travel and lodging expenses of install crews.
 - (b) Provide equipment and labor to complete the Work.
 - (c) Provide workers compensation insurance for Legacy employees providing labor to the Site.
 - (d) Perform the Work according to the Plans and Scope of Work.

8. **CHANGES TO THE WORK (CHANGE ORDERS).**

- 8.1. **Written Change Order Required.** Buyer understands that there are no oral agreements between Buyer and Seller. Changes to the Product or Work under this contract must be changed in writing on a separate Sales or Change Order form and signed by both Buyer and Seller. If there is a discrepancy between documents, Signed Change Orders shall take precedence over this Agreement.
- 8.2. **Change Order Fee and Payment.** Seller may charge Buyer the cost of materials and labor and an additional 10% administrative fee, for each Change Order. Change Order fees are intended to cover Seller's additional administrative and other related costs, are non-refundable, and are not credited toward other amounts, which Buyer owes Seller.

Payment for each Change Order is due upon completion of the Change Order work and Seller's submittal of an invoice to Buyer.

_____		_____
Buyer		Seller
Initial		Initial

9. **BUYER CREDIT REPRESENTATIONS.** Buyer agrees that Seller may investigate Buyer's credit and contact credit references to confirm Buyer's ability to pay the amounts due under this Contract. Buyer's signature on this Contract attests to Buyer's financial responsibility, ability and willingness to pay in accordance with the terms of this Contract. Buyer represents to Seller that Buyer has no plans to file bankruptcy or seek other protection from Buyer's creditors; that all the information in this Contract is correct; and that Buyer has read and understands this Contract. If requested, the Buyer will provide Seller with Buyer's written authorization for Buyer's lender and/or other credit references to communicate with the Seller. Seller reserves the right to determine if and under what circumstances credit will be extended to Buyer, including reserving the right to require payment in advance of shipment of the Product or supply of Work.
10. **NONPAYMENT.**
- 10.1. **Interest.** If Buyer fails to make any payment due under this Contract, interest will accrue on all unpaid amounts at the rate of 2% per month, or the highest amount allowed by law, whichever is less.
- 10.2. **Attorney's Fees.** If Seller is required to incur costs or attorneys' fees to enforce this Contract's payment terms, such amounts will be added to the amounts owed by Buyer to Seller.
- 10.3. **Suspension of Work for Non-payment.** If Buyer fails to make any payments due to Seller under this Contract's terms, Seller may stop work without further notice. Buyer will be liable to Seller for all payments due up to the time work is stopped, and for all losses sustained by Seller on materials, machinery, equipment or tools, overhead, profit, soft costs and damages. Seller will only restart work after Buyer has paid all money due to Seller and Seller is satisfied that Buyer has the ability to pay for the remaining work.
- 10.4. **Other Installer Remedies for Non-payment.** If Buyer fails to make progress payments or other amounts due to Seller under this Contract, Seller will have the right to (1) terminate this Contract, (2) retain all deposits, fees and progress payments Buyer has made, (3) place liens upon the Site for payment of any other amounts owed, and (4) foreclose any liens placed on the Site if the amounts due, including costs and interest, are not paid in full. Seller's exercise of any option shall not preclude the exercise of the other options.

_____		_____
Buyer		Seller
Initial		Initial

11. **TERMINATION.** Except in the case of an actual breach of the Contract, neither party shall have the power to terminate the contract unilaterally; both parties must act together to terminate the contract, and a termination may be accomplished only by a writing signed by both parties. Where the contract is unilaterally terminated by Buyer or terminated by Seller following the breach, insolvency or bankruptcy of Buyer, Buyer shall be liable for the damage to Seller. Said damages shall include all consequential and incidental damages to Seller resulting from said termination, including without limitation, Seller's lost profit and costs, including Product and materials, incurred by Seller in beginning performance under the contract and in suspending its performance, including all resulting liability incurred with third parties. Where the contract is unilaterally terminated by Seller or terminated by Buyer following the breach, insolvency or bankruptcy of Seller, Seller shall be liable for the damages to Buyer. Said damages shall include, but are not limited to, all consequential and incidental damages resulting from said termination, including all resulting liability incurred with third parties.
12. **BUYER NON-COOPERATION.** Seller may suspend the Work upon the occurrence of any of the following: (1) Seller reasonably believes that Buyer is not cooperating in completing the Work, (2) Buyer places unreasonable demands on Seller or Seller's subcontractors, (3) Buyer fails or refuses to furnish Seller with access to the Site, or (4) Buyer has not or is not complying with any of this Contract's terms. Upon notice of suspension of the Work for any of the above reasons, Buyer must provide Seller with assurances satisfactory to Seller of Buyer's willingness and ability to meet all of Buyer's obligations under this Contract. If the Work has stopped for any reason for more than 30 days, Seller may terminate this Contract and recover from Buyer payment for all Work completed, and for all losses sustained by the Seller on all materials, machinery, equipment or tools, overhead, soft costs, profit and damages.
13. **TIME.** Seller agrees to start work on engineering the building when the engineering or down payment deposit has been received.
14. **TIME DELAYS.**
- 14.1. **Delays After Contract Signature.** If the start of the Work is delayed more than sixty (60) days from this Contract's date, due to delays caused by Buyer or Buyer's lender, Seller will have the right to increase the total price under this Contract by an amount calculated at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less, beginning on the 61st day of delay. If the cost of materials or labor has increased by more than 5% before the Work is started, Seller may terminate this

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Buyer	Seller
Initial	Initial

Contract; request a Material and Labor Change Order for the increase or return any down payment less engineering and cost of goods manufactured to the Buyer.

14.2. **Delays After the Start of Construction.** If the Work is delayed for more than five (5) days by Buyer after Seller has started the Work, Seller will have the right to increase the total purchase price by an amount calculated at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less, beginning on the 4th day of delay. Any additional amounts due because of delays will be added to the next progress payment due, and Buyer's failure to pay these additional amounts will be considered an event of default.

14.3. **Delays Outside of Seller's Control.** Buyer agrees that Seller is not responsible for delays in completing the Work due to weather, strikes, war, shortage or delay in getting materials, shortage or delay in labor or subcontracting, government regulations, court actions or any other cause beyond Seller's control.

15. CONCEALED CONDITIONS.

15.1. **Price Based Upon Existing Observations.** This Contract and the price are based solely on Seller's observations at the time of entering into this Contract.

15.2. **Unforeseen Conditions Require Change Order.** If additional concealed conditions are discovered once the Work has commenced, which conditions were not visible at the time of entering into this Contract, Seller will identify the unforeseen conditions, and Buyer and Seller will execute a Change Order for any additional work.

15.3. **Additional Costs for Unanticipated Conditions.** Buyer agrees to pay for all reasonable unexpected or unanticipated extra costs, including but not limited to, soil corrections, protection of the project from weather conditions and all other similar costs. Buyer will be responsible for all reasonable additional costs and time for work due to concealed conditions. Such conditions may also extend the Completion Date under this Contract.

16. BUYER'S INSURANCE AND SELLER'S INSURANCE.

16.1. **Buyer to Purchase Builders Risk Liability Insurance.** Prior to Seller beginning the Work, the Buyer will provide Seller with a copy of Buyer's property insurance policy, to include a **builder's risk coverage**, showing

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Buyer		Seller
Initial		Initial

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 Buyer Seller
 Initial Initial

coverage for property damage, personal injury and liability claims for all material and labor supplied by Seller for the Work, whether affixed to the real property or just delivered to the Site. Such policy shall be an “all-risk” Builders Risk policy with Seller named as ‘additionally insured’ on the policy. Buyer is required to provide Seller a Certificate of Insurance ten (10) days prior to scheduled start date.

Insurance Carrier: _____
 Policy Number: _____

17. **PERFORMANCE AND PAYMENT BONDS.** Any Performance and Payment Bonds associated with this contract shall guarantee that the work will be free of defective materials and workmanship for a period of twelve (12) months following the completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the principal or manufacturer only, and the surety assumes no liability for such a guarantee.

Performance and Payment Bond Required: Yes XNo

Performance and Payment Bond will be secured by _____
 at an additional cost (above the contract price) of: \$ _____

18. **FIRE OR OTHER CASUALTY.** If the Building is substantially destroyed by fire or other casualty prior to the completion of the Work, Buyer may terminate this Contract by written notice provided that Buyer has paid for all materials delivered and work which Seller has performed before the destruction. Seller must complete the Work, if Buyer requests, provided Buyer has paid for all additional costs associated with any damage which occurred, and Seller is given adequate additional time to complete the Work.

19. **DISPUTE RESOLUTION.**

19.1. **Location.** Buyer agrees to locate any disputes between Buyer and Seller in the State of Minnesota.

19.2. **Time Limits to File Claims.** A request for arbitration must be filed within six (6) months of the date when the relevant facts regarding the claim were discovered or could reasonably have been discovered. In no case may any arbitration or court action be brought after the expiration of the applicable statute of limitations.

_____|_____
 Buyer Seller
 Initial Initial

- 19.3. **Seller Retained Rights.** Seller retains the right to file, perfect and start a lawsuit to enforce its mechanic’s lien rights. The parties agree that the court may refer the matter to arbitration but retain jurisdiction for enforcement of the mechanic’s lien. If Seller is required to retain an attorney to collect any money from Buyer, Buyer agrees to pay all of Seller’s attorney fees, costs and disbursements.
- 19.4. **Attorney’s Fees.** In the event of a law suit, the non-prevailing party shall be responsible for the prevailing party’s attorney’s fees.
- 20. **EXCLUSION OF WARRANTIES.** Seller makes no representation or warranty of any kind whatsoever, express or implied, Except for those listed below including:
 - 20.1. The Product will comply with the written specifications furnished by Buyer as to dimensions, fabrication and design material.
 - 20.2. THE ONLY PRODUCT WARRANTY THAT IS PROVIDED IS THAT WHICH THE MANUFACTURER PROVIDES.
 - 20.3. Seller will warranty the labor for one year following completion of the Work.
 - 20.4. **THE PARTIES AGREE AND ACKNOWLEDGE THAT THE EXPRESS WARRANTIES IN THIS CONTRACT PROVIDE THE EXCLUSIVE WARRANTIES FOR ALL PRODUCTS AND WORK PROVIDED FOR UNDER THE CONTRACT, AND THE PARTIES AGREE THAT ALL OTHER IMPLIED WARRANTIES, INCLUDING THE CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR PURPOSE ARE EXPRESSLY WAIVED AND DISCLAIMED.**
- 21. **LIMITATION OF LIABILITY AND DAMAGES.**
 - 22.1 Neither party shall be liable hereunder for consequential, indirect, or punitive damages (including lost profits or savings) even if it has been advised of their possible existence, except that the foregoing shall not restrict a party’s ability to recover direct damages for breach of this Agreement.
 - 22.2 In no event shall the total and cumulative liability of Seller to Buyer, or any other non-party, under this Agreement for any claim or claims hereunder concerning the Product or Work exceed the total amount of damages are paid by an insurance policy purchased by Seller.

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Buyer		Seller
Initial		Initial

22. OWNER RESPONSIBILITIES.

- 22.1. Promptly remove snow and debris from base of cover and area surrounding building.
- 22.2. Do not allow any storage against structural supports, walls, or fabric cover.

23. LEGACY BUILDING SOLUTIONS, INC. STANDARD EXCLUSIONS:

Building permits, closing costs, appraisal costs, methane gas monitoring, park dedication fees, security monitoring systems, site security, site surveys, soil correction work, unforeseen subsurface conditions, bedrock excavation and backfill, contaminated soil clean up and disposal, dewatering, winter conditions, winter heat cover, frost ripping, mechanical, utility hook-up charges, fixtures and equipment, job site surface protection.

24. PRE-LIEN NOTICE TO BUYER.

24.1. GENERAL CONTRACTOR PRE-LIEN NOTICE TO OWNER

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

25. Miscellaneous.

- 25.1. **Law to Govern.** This Agreement shall be subject to and shall be construed under the laws of the State of Minnesota.

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Buyer		Seller
Initial		Initial

- 25.2. **Severability.** If any portion of this Agreement is judicially determined invalid, that invalidity shall not affect the remaining portions of the agreement.
- 25.3. **Waiver.** Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
- 25.4. **Copies.** More than one (1) copy of this Agreement may be executed and all parties agree and acknowledge that each executed copy shall be a duplicate original, except that some schedules may exist only on the original copy retained by the Corporation.
- 25.5. **Photo Use.** Owner shall permit Contractor or person(s) employed or engaged by Contractor, without compensation or consideration to Owner, to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Contractor.
- 25.6. **Binding Agreement.** This Agreement is binding on and enforceable by and against the parties, their successors, legal representatives, and assigns.
- 25.7. **Headings.** The headings in this Agreement are inserted for convenience only and are not part of the Agreement.
- 25.8. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter covered hereby and supersedes all prior Agreements related to the subject matter addressed herein.

Remainder of page intentionally left blank

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Buyer		Seller
Initial		Initial

CONTRACT SIGNATURE PAGE

This agreement entered into as of the day and year first written above.

Legacy Building Solutions, Inc.**Five Rivers Distribution LLC****BY:** _____**BY:** _____**TITLE:** _____**TITLE:** _____**SIGNATURE:** _____**SIGNATURE:** _____**DATE:** _____**DATE:** _____

_____		_____
Buyer		Seller
Initial		Initial

EXHIBIT A

Scope of Supply/ Contract Proposal


REPAIR / RECOVER SERVICES
Rev.0005

<p>Project Name: <u>Five Rivers Repair</u></p> <p>Building Location: <u>200 Navy Rd</u> <u>Fort Smith, AR 72901</u></p> <p>Building Brand: <u>Legacy</u></p> <p>Series / Model: <u>N/A</u></p> <p>Size: <u>120</u> X <u>250</u></p> <p>Fabric Quoted: <u>ExxoTec Elite 28oz PVC Fabric</u></p>	<p>Customer Name: <u>Five Rivers Distribution LLC</u></p> <p>Customer Phone #: <u>479-410-1557</u></p> <p>Customer Email: <u>marty@fiveriversdist.com</u></p> <p>Marty Shell</p> <p>Legacy Contact Name: Darren Roiger</p> <p>Phone#: 320 258 0503</p> <p>Email: <u>droiger@legacybuildingsolutions.com</u></p>
--	--

- | Scope of Work | |
|---------------|--|
|---------------|--|
- New Sidwall Fabric - panel SW I-2 complete with 1 new under eave tube
 - New Endwall - Panels EW 16-A and EW 16-B
 - Shipment to site
 - Crew and equipment mobilization to site - work to be completed by LaJoye Const.
 - Removal of 3 damaged fabric panels, installation of new under eave tube and fabric panels.
 -
 - OH Door repair mentioned by Cameron Hubbs not included as no information has been provided.
 -
 - Install date - April 27 - 30, 2022
 - Approval date to proceed needed by April 14, 2022 in order to meet install date.
 -
 -

	Materials \$	21,175.18
	Labor, Equipment, Mobilization \$	42,000.00
	Total \$	63,175.18
	<i>Taxes Included (Estimated)</i>	

***Not Included in this proposal unless listed directly in the scope of work or materials list: Dumpsters, Ground Protection, Removal of doors, electrical, ventilation or any existing systems currently in the building.*

***Material pricing is good for 30 days and may be revisited upon receiving final up and over dimensions of existing structure and/or approved scope of work. Revised pricing and SOW may be resubmitted prior to or with final contract*

***Labor pricing is good for 30 days and is based on NON-prevailing labor rates unless directly stated in the scope of work. Accurate photos of the existing site and current working conditions required prior to contracting. Typical requirements are 20' (minimum) clear, level working surface on all sides of the building. If these requirements are not met or are not documented at the time of quotation, additional fees may be charged based on any additional time working around obstructions or working with non-typical work space around the building. Labor pricing includes Mobilization, Labor, and Equipment Rental if required.*


CONFIDENTIAL

Buyer Initial	Seller Initial

Rev.0005

LEGACY
BUILDING SOLUTIONS

**REPAIR / RECOVER
SERVICES**

***Freight charges are estimates only until final materials list is accepted, signed approval and executed contract has been received.*

 **CONFIDENTIAL**

_____		_____
Buyer		Seller
Initial		Initial

EXHIBIT B**Work Plan**

- Our installation/service crews typically work 12 hours a day, 7 days a week, including the use of light towers at certain times of the year

_____		_____
Buyer		Seller
Initial		Initial

Memo



To: Port Authority
From: Jeff Dingman, Deputy City Administrator
CC: Alie Bahsoon
Date: 4/15/2022
Re: Flood Insurance and Property Insurance for the Port of Fort Smith

The City of Fort Smith has recently taken steps to affirm its property insurance coverage, insurance providers, and overall insurance needs. It is using an insurance consultant to work through various coverages. There are many items related to the city's insurance that are being worked on, but one relevant to the Port Authority is general property/casualty insurance for the Port of Fort Smith, and then also the potential for flood insurance coverage for the facility.

The City has changed from the Arkansas Municipal League's municipal property program to Travelers insurance to cover its property, effective April 1, 2022. The city is still working through the breakdown for general property insurance coverage (against losses other than flood loss), but it appears the premium for that coverage attributable to the Port of Fort Smith will be approximately \$10,000 per year. The deductible for such coverage is a \$100,000 per-event deductible for all regular-type perils (fire, lightning, vandalism, malicious mischief, burglary, theft, collapse, vehicular, aircraft) and there is a \$250,000 deductible for a wind and/or hail event.

The other thing associated with general property/casualty insurance that staff is working is to verify that the city has an insurable interest in the Port of Fort Smith, as it is not the owner of the property and does not have some other leasehold interest. This is critical in terms of whether or not the Port property continues to be covered as a part of the city's overall insurance plan. The City inquired about this with AML at the onset of coverage. AML made its evaluation and agreed to include the port property under the city's overall plan. A private entity such as Travelers may hold a different view, and the city's broker First Western is investigating those details. The Port Authority should discuss returning to the language in the Operator Agreement that requires the operator to secure general property/casualty insurance on its own.

There was a specific instance of vandalism at the Port of Fort Smith on Sunday, April 10. The property is currently covered for such damage as a part of the city's overall policy with Travelers (as of April 1), with a per-event aggregate deductible of \$100,000. This further supports the recommendation that the Port Authority should revert to the provision in the Operator Agreement requiring the operator to secure general property/casualty insurance.

Flood insurance for the property is different problem. Neither the AML program nor the Traveler's program provide affordable flood insurance for properties in Flood Zone A/AE, such as the Port of Fort Smith. In fact, Travelers recommended participation in the National Flood Insurance Program (NFIP) for coverage.

If the Port wants to remain eligible to claim FEMA funds for loss reimbursement, it is required to carry flood insurance. Mr. Alie Bahsoon of the city's staff and our insurance broker from First Western have identified and broken down the proposed cost of NFIP flood insurance for the Port of Fort Smith at 200 Navy Road as follows:

Building/Facility	Scheduled Value (Covered Loss)	Annual Premium
Scalehouse/Office	\$500,000	\$7,500.
Truck Scale	\$70,000	\$1,643.
Dock 1	\$250,000	\$6,624.
Dock 2	\$250,000	\$4,650.
Warehouse 1	\$375,000	\$9,437.
Warehouse 2	\$375,000	\$9,437.
Warehouse 3	\$375,000	\$6,142.
	Total	\$45,433.

The above coverages included a \$2,000 deductible per location, so if all seven facilities suffered damage the deductible would be \$14,000. You will note that there is not yet an amount associated with the railroad bridge. This bridge would need to be added to the schedule to include it in this coverage.

This is a significant annual operating expense, but in order to remain eligible for FEMA funds the facility must have flood insurance in place. The combination of insurance and FEMA reimbursement/hazard mitigation funds were used to rebuild the Port of Fort Smith from the 2019 flood and improve the Port Authority's overall financial position. The City of Fort Smith has an interest in the continued viability of the Port of Fort Smith as a public port and as part of the MKARNS system. Although many of the steps taken to mitigate damage from future events should minimize future damage, the backing of the NFIP and the continued backing of FEMA will be critical if the Port of Fort Smith ever sustains another significant loss such as the one from the 2019 flood.

This is an item for discussion at the Port Authority's April 19 meeting. Please let me know if you have questions prior to the meeting.



Cameron Hubbs Construction, Inc

3409 Owen Street
Van Buren, AR 72956
Phone: (479) 262-6905
Fax: (479) 262-6908

INVOICE

Invoice Number: 2171
Invoice Date: 4/15/2022
Page: Page 1 of 1

BILL TO:		
Port Authority of City of FS 200 Navy Road		
Fort Smith	AR	72901

JOB LOCATION:	
PFS-Pad,Swale,Lay-Down	
200 Navy Road	
Fort Smith	AR

Customer ID	Customer PO	Attention	Job Number
279			22-029
Due Date	Payment Terms	Discount Amount	Discount if paid by:
5/15/2022	Net 30 Days	0.00	4/15/2022

Quantity	Description	Unit Price	Amount
1.00	Material, Equipment and Labor for Lay Down area fill between Building A & the River	27,500.00	27,500.00

*Unless noted, excludes any state sales tax if required. Customer must report if required to remit

Subtotal	\$	27,500.00
Sales Tax (if applicable)	\$	0.00
Retainage	\$	0.00
Total Invoice Amount	\$	27,500.00
Previous Payments/Credit Applied	\$	0.00
TOTAL		27,500.00



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Page: Page 1 of 1

BILL TO:			
Port Authority of City of FS 200 Navy Road			
Fort Smith	AR	72901	

JOB LOCATION:			
PFS-Pad,Swale,Lay-Down			
200 Navy Road			
Fort Smith		AR	

Customer ID	Customer PO	Attention	Job Number
279			22-029
Due Date	Payment Terms	Discount Amount	Discount if paid by:
5/15/2022	Net 30 Days	0.00	4/15/2022

Quantity	Description	Unit Price	Amount
1.00	Material, Equipment, and Labor for drainage swale between Dock 2 and Building B	57,685.00	57,685.00

*Unless noted, excludes any state sales tax if required. Customer must report if required to remit

Subtotal	\$	57,685.00
Sales Tax (if applicable)	\$	0.00
Retainage	\$	0.00
Total Invoice Amount	\$	57,685.00
Previous Payments/Credit Applied	\$	0.00
TOTAL		57,685.00



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INVOICE

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Page: Page 1 of 1

BILL TO:			
Port Authority of City of FS 200 Navy Road			
Fort Smith	AR	72901	

JOB LOCATION:			
PFS-Pad,Swale,Lay-Down			
200 Navy Road			
Fort Smith		AR	

Customer ID	Customer PO	Attention	Job Number
279			22-029
Due Date	Payment Terms	Discount Amount	Discount if paid by:
5/15/2022	Net 30 Days	0.00	4/15/2022

Quantity	Description	Unit Price	Amount
1.00	Material, Equipment, and Labor for Dirt Pad at 4th Building	96,000.00	96,000.00
1.00	Less Previous Payments	-5,000.00	-5,000.00

*Unless noted, excludes any state sales tax if required. Customer must report if required to remit

Subtotal	\$	91,000.00
Sales Tax (if applicable)	\$	0.00
Retainage	\$	0.00
Total Invoice Amount	\$	91,000.00
Previous Payments/Credit Applied	\$	0.00
TOTAL		91,000.00